ROBERTA M. CORREA
MAYOR - COMMISSIONER

ANNIE H. DAVIS
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JASON L. SHAW, SR
ACTING CITY MANAGER
CHIEF, POLICE DEPT.

JANE WEST, ESQ.
CITY ATTORNEY

KAREN HAYES, MMC, FCPC
CITY CLERK

CHRIS TAYLOR
CHIEF, FIRE DEPT

CHANTEL PIERRE, CPA
FINANCE DIRECTOR

AGENDA
CITY COMMISSION MEETING
June 11, 2026 at 6:00 PM

1. CALL TO ORDER

a. Invocation

b. Pledge of Allegiance

c. Roll Call

2. APPROVAL OF MINUTES

a. May 28, 2026

3. PUBLIC RECOGNITION/PRESENTATIONS

a. IN THE SPOTLIGHT - Department of the Quarter

b. Northeast Florida League of Cities - Check presented by Commissioner Borom.

c. Proclamation - Pride Month

d. Proclamation - Juneteenth

4. CITY MANAGER AND ADMINISTRATIVE REPORTS

a. Audit Status Update

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 2026-R-100** granting a special events permit to Lee Hall for his Annual End the Violence Day to be held 09/26/2026.

b. **Adopt Resolution 2026-R-99** Approval of Professional Engineering Services Agreement with Hanson Professional Services Inc. for the Rolling Hills Stormwater System (Mango Drive & Oleander Drive) Drainage Improvements Project – $158,824.19 out of the Rolling Hill Stormwater G/L line of 101-118-519-6-6483 which has already been budgeted.

c. **Adopt Resolution 2026-R-104** authorizing the expenditure of law enforcement trust funds in the amount not to exceed $10,000

d. **ADOPT RESOLUTION 2026-R-107** Memorandum of Understanding for the Newtown Museum.

e. **ADOPT RESOLUTION 2026-R-105** granting a special events permit to Mark Rinaman for the Amara Zee Port Call for the Tall Ship Amara Zee Visits Palatka.

f. **Adopt RESOLUTION 2026-R-106** ACCEPTING THE FDOT GRANT AGREEMENT OF $39,315.00 FOR THE CONSTRUCTION OF TAXIWAY E AT LT KAY LARKIN MUNICIPAL AIRPORT

g. **Adopt Resolution 2026-R-108** for the Change Order of $115,550.00 to R &M Service Solutions for the additional purchase of a line stop and 4 additional bell restraints for the 24in Gate Valve Replacement project.

h. **RESOLUTION 2026-R-110**: ACCEPTANCE OF DEADLINE EXTENSION FOR WATER SERVICE IMPROVEMENTS FOR TWELVE MONTHS, JULY 31, 2027

i. **Adopt Resolution 2026-R-111** A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, APPLYING FOR FLORIDA DEPARTMENT OF STATE CULTURAL FACILITIES GRANT FOR LARIMER ART CENTER REPAIRS FOR $312,000 WITH A $312,000 CITY MATCH.

7. REGULAR BUSINESS

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

b. Interim City Manager Contract

8. PUBLIC HEARINGS

a. **SECOND READING: ORDINANCE 2026-28:** AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ESTABLISHING THE PROVISIONS OF A PLANNED UNIT DEVELOPMENT OVERLAY WITH RESPECT TO THE FOLLOWING PARCELS OF LAND: 42-10-27-6850-0120-0101, 42-10-27-6850-0110-0100, 42-10-27-6850-0120-0020, 42-10-27-6850-0120-0011, 42-10-27-6850-0120-0010, 42-10-27-6850-0150-0060, 42-10-27-6850-0150-0040, 42-10-27-6850-0150-0090, LOCATED AT 201, 211, 225, 229, 300 and 320 SAINT JOHNS AVENUE, and 301 REID STREET, PALATKA, FLORIDA; PROVIDING FOR SCRIVENERS ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

b. **SECOND READING: Rezone - 301,281,251,201 and 111 N. Moody Rd**

i)

ORDINANCE NO.2026-30 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE amended FROM GENERAL COMMERICAL (C-1) TO CITY OF PALATKA SINGLE FAMILY RESIDENTIAL (R-1), FOR THE FOLLOWING PROPERTIES: 02-10-26-7720-0180-0010, 02-10-26-7720-0110-0010, 02-10-26-7720-0100-0000, 02-10-26-7720-0030-0010, 02-10-26-7720-0010-0000.

9. COMMISSIONER COMMENTS

10. ADJOURN

Upcoming Events	**Board Vacancies**
Tuesday: June 16, 2026, Special Magistrate 1:30 p.m. Wednesday: June 17, 2026, 4th Budget Workshop 6:00 p.m. Monday June 22, 2026, CRA Meeting 5:00 p.m. Tuesday: July 7, 2026, Planning Board Meeting 4:00 p.m. Thursday: July 2, 2026, Historic Preservation meeting 4:00 p.m. Wednesday: July 15, 2026, 5th Budget Workshop 6:00 p.m. Monday: July 20, 2026, CRA Meeting 5:00 p.m.	Board of Zoning Appeals - 3 vacancies Public Arts Committee - 5 Vacancies

Tuesday: July 21, 2026, Special Magistrate 1:30 p.m. Thursday: July 23, 2026, Regular Commission Meeting 6:00 p.m. (Tentative Millage Rate Resolution) Wednesday: July 29, 2026, 6th Budget Workshop 6:00 p.m.	

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CITY of Palatka FLORIDA

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

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ACTING CITY MANAGER/
CHIEF, POLICE DEPT.

JANE WEST, ESQ.
CITY ATTORNEY

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CHANTEL PIERRE, CPA
FINANCE DIRECTOR

City Commission Meeting
May 28, 2026, Minutes

Invocation
Invocation was led by Commissioner Campbell

Pledge of Allegiance
The Pledge of Allegiance was led by Commissioner Borom.

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

Approval of the Minutes
May 14, 2026, Regular Commission Meeting, May 20, 2026, Workshop minutes and May 21, 2026, Special Called Meeting
Vote: Commissioner Campbell moved to approve the minutes as written. Commissioner Davis seconded the motion which passed unanimously.

Public Recognitions
Employee of the Month
During the month of May, the city recognized DOC Crew Supervisor Mr. Bill Hamby for his outstanding service.
Harold Bartelli, from the City of Palatka Code Compliance Division, nominated Mr. Hamby for his exceptional work and consistent support of city operations.
Mr. Bartelli noted that the city covers a large area, and at times certain locations become overgrown or overlooked. Recently, the area off Hudson and West, behind the ARC on Glantz Street, had become severely overgrown to the point that a two-lane road was no longer passable. Trees and vegetation, including a significant amount of bamboo, obstructed visibility and road access. Public Works coordinated with Mr. Hamby, who, along with his crew, spent at least two days clearing and restoring the area. Their work was described as outstanding and greatly appreciated by both staff and the community. Mr. Bartelli expressed sincere gratitude, stating that the City is better off with Mr. Hamby leading the crew, as he is consistently dedicated to keeping Palatka clean and safe.

Commissioners also acknowledged and thanked Mr. Hamby, noting they had received calls about the condition of that area and appreciated the prompt response. A photo was taken to commemorate the recognition.

Newtown Museum presentation by Terrill Hill

Mr. Hill from Palatka Newtown Inc. provided an update on the African American Heritage Grant, originally awarded to the City of Palatka in the amount of $690,000, with an additional $310,000 in ARPA funds designated for renovations to the Robert H. Jenkins Gymnasium, formerly the Northside Neighborhood Facility Center. As part of the grant process, community meetings and visioning sessions were conducted, resulting in the formation of a steering committee. Palatka Newtown Inc., a nonprofit organization, was selected by the community to lead the effort and prepare a proposed Memorandum of Understanding (MOU) for the operation of the Newtown Museum and Cultural Arts Center. Members of Palatka Newtown Inc., including Chair Audrey Wise-Davis, were recognized. The presenter reviewed the purpose and scope of the MOU, outlining responsibilities of Palatka Newtown Inc. including museum operations, staffing, event coordination, exhibit development, tours, education, fundraising, donor stewardship, and coordination with the City's Community Affairs Department. The City's responsibilities were summarized as providing the museum space within the Robert H. Jenkins Gymnasium, supporting branding and accessibility, covering utilities and fixed costs, and budgeting $25,000 annually for museum operations. The presenter also highlighted the 10% donation-sharing structure, cooperative fundraising event model, quarterly reporting requirements, financial management procedures, and standard contract terms including insurance, renewal, termination, and public records compliance. A comparison was presented showing how this proposed agreement differs from other City agreements (River Center, Ship Store/Water Taxi, Golf Course franchise), noting that the Newtown MOU includes unique revenue-sharing and fundraising provisions intended to offset the annual $25,000 allocation. Mr. Hill expressed readiness to finalize the MOU pending direction from the Commission and emphasized the importance of timely action.

Commission Questions & Discussion:

Commissioners asked about the projected museum start date, which the presenter estimated could be within approximately 90 days following facility buildout and exhibit design. Commissioners expressed appreciation for the committee's work, noting that the presentation clarified the City's expected obligations. Discussion followed regarding who should serve as liaison for negotiations whether a commissioner or staff member. Concerns were raised about compliance with Sunshine Law and the importance of having clear direction for staff.

The Acting City Manager Chief Shaw confirmed that legal staff had already reviewed the draft MOU and provided initial feedback. Commissioners emphasized the need to finalize the agreement promptly and bring it forward for a vote at an upcoming meeting.

Vote: Commissioner Campbell moved that the commission identify a commissioner that is willing to serve as a liaison with reference to working along with staff, our acting city manager, and legal department to facilitate a conversation and dialogue to help move the creation of the finalization of the MOU forward so that we can move this project along. Commissioner Davis seconded the motion.

Public comment

Allegra Kitchens supported the project and recommending that staff, rather than commissioners, serve as liaison to avoid potential Sunshine Law issues.

Discussion:

Commissioner Davis sought clarification regarding the proposal to appoint a commission liaison for negotiations. She emphasized that a liaison cannot speak on behalf of the full Commission, and therefore requested clarification on what responsibilities or expectations would differ from simply having staff handle the process. She noted that any liaison-related updates or decisions would still need to return to the full Commission for consideration and approval. Commissioner

Davis reiterated that her earlier comments were intended to reflect those concerns, while also respecting the committee's recommendation to consider a commissioner liaison.
After discussion Commissioner Campbell withdrew his motion and Commissioner Davis withdrew her second motion.
Vote: Commissioner Campbell moved I also would like to make an additional motion that we have staff represented as the liaison for the Newtown Museum committee to reference the committee. And we identified that person and he would recommend that acting city manager, even in the capacity of acting, if he was to transition back to chief, that he still be able to serve in the capacity as liaison for the commission. Commissioner Davis seconded the motion which passed unanimously.
Commissioner Davis stated she would like the record to state that the goal is to have this prepared and, on the agenda, to vote on for the next commission meeting.

History of Palatka Book Release - Greg Leonard
The author of the newly published Images of America*:* Palatka addressed the Commission to present the book and provide background on its creation. Copies were provided to each Commissioner. The author explained that he previously produced a similar book on Southwest St. Johns County and the Hastings area and discovered during his research that his family had connections to Palatka dating back to the 1880s. This history deepened his personal interest in developing a book focused on Palatka. He noted that the book is part of Arcadia Publishing's Images of America series, which is heavily image-driven and designed to present local history in an accessible way. His goal was to create a resource that residents and visitors could understand in a short period of time, helping promote revitalization, tourism, and awareness of Palatka's rich history. He emphasized that existing historical works are often scholarly and detailed, whereas this book is intended as an easy to read introduction that highlights essential stories and images. The author described the volume as a storytelling asset aimed at preserving community history and sparking further interest and research. The book covers a broad timeline beginning with Native American history and continuing through major developments in Palatka and Putnam County. He dedicated the book to local historian Larry Beaton, explaining that although Beaton provided resources and support, health issues prevented him from coauthoring the work. The author took on full writing responsibility to ensure the project moved forward.
The Commission was invited to a public event at the Larimer Arts Center scheduled for next Wednesday June 3rd at 6:00 p.m., where the author will give a presentation and hold a book-signing.

City Manager and Administrative Reports
Financial Report - April 2026
Ms. Pierre presented the financial dashboard for the month of April, noting that the City is 58% through the fiscal year**.**
A summary of all funds was reviewed. Overall financial conditions remain **stable**, with items highlighted in green indicating healthy performance and items in yellow reflecting areas being monitored. Within the General Fund, most departments are operating within the expected range. The areas highlighted for closer monitoring include: elevated percentages due to liability insurance payments and the Jenkins Gymnasium increased spending related to the proactive purchase of capital items for facility improvements. A final slide showed the current reserve levels for the General Fund, Utilities, and Sanitation funds.

R.C. Willis Water Treatment Plant Update
Mr. Shawn provided the half-year update for the Water Treatment Plant and highlighted multiple ongoing projects and improvements.
Well No. 8: Rehabilitation is complete. The city is awaiting FPL to install a new transformer to ensure proper electrical current and reduce electrical costs. This project is a capital improvement.

GAC System (Granular Activated Carbon): Filters and interior piping and valves are installed. Exterior piping is pending contractor return; work scheduled to resume the week of July 6 and be completed by mid-August. The project is funded through a combination of grant and City funds.
SCADA System (Supervisory Control and Data Acquisition): New system is under construction; design phase complete and components arriving daily. Phase 1 scheduled to conclude by end of September.
Phase 2 projected completion mid-October 2027. This is a capital project.
High Service Pumps 1 & 2: Replacement includes pumps, motors, and VFD cabinets. Components are arriving; installation to begin in June and expected to take two days. Will provide upgraded reliability and backup parts and project is grant funded.
Skeet Club Coordination: Communication protocols established between the Water Plant and the Skeet Club. The Skeet Club began cleanup of surface lead pellets at the Water Plant property, City gun range, and their own facility. No shooting will be permitted on lanes 1 and 2 toward the Water Plant. All cleanup costs are being covered by the Skeet Club.
Water Testing: Plant continues to meet or exceed DEP, EPA, and SJWMD requirements. Recent lead and copper testing completed; results pending. TTHM levels remain compliant, with some sites showing the lowest readings ever recorded, including a drop from 150 ppb to 1 ppb. Improvements attributed in part to upgraded aeration towers funded by the Commission.
Training and Conferences: Staff will attend the Florida Water Annual Conference in July to obtain CEUs and stay informed about regulatory changes and new technologies.
Land Swap: City secured land between the Water Plant and Well No. 2 to protect the wellhead protection zone. Acquisition prevents development of an auto restoration garage that posed environmental risks. Presenter emphasized public drinking water safety as the priority.
Mr. Bruneau stated the Water Plant continues to provide safe, compliant drinking water and has significantly improved in quality and production over the past two years. He thanked the Commission for its support and resources.
Commissioners thanked Mr. Shawn for his leadership, responsiveness to concerns, and proactive improvements at the Water Plant.

Employee Team Building - City Clean-up Day Report
Mr. Bruneau presented an update on the annual Community Cleanup Day, emphasizing its role in team building across City departments. This year, all participating employees were intentionally mixed into blended teams rather than working by department, allowing staff to collaborate with colleagues they had not previously met. The approach was well-received and contributed to a positive team-building experience.
Participation increased significantly, with 62 employees volunteering compared to 22 last year. Ten teams were formed and assigned cleanup areas throughout the city, including: Riverfront Park, 8th & Dunham, Booker Park Creek area, Jenkins Building, Historic District North & South, Reed, City Hall to the Police Department corridor, Creek area across from the Florida Furniture Store. The teams collected more than 50 bags of trash, along with tires, tables, and other discarded items. Several sponsors supported the event, including Dunkin' of Palatka – breakfast and coffee, Hanson Incorporated – monetary donation, Autologic LLC – monetary donation, Power and Pumps – monetary donation and All Things New, provided team shirts at a discounted rate. The participants received breakfast and event shirts, and following cleanup efforts, all volunteers met at the Jenkins facility for lunch. The speaker thanked Mr. Eddie for hosting. Mr. Bruneau requested that the Commission consider allocating a small budget for future building and cleanup events, so the same sponsors are not relied upon each year.
Commissioners expressed gratitude to all employees who volunteered and commended the spirit of teamwork and care for the community.

Bartram Frolic reimbursement

Mr. Cutwright provided an update on the City's annual Special Event Reimbursement Program, established by resolution last year. This is the program's second year issuing reimbursements to organizations that regularly host community events. The first reimbursement was awarded to PorchFest (Mr. Vito Russo). Staff noted that the process has now been refined with assistance from Ms. Shunta and Ms. Pierre.
A representative of the Bartram Frolic organization was invited to speak and receive the reimbursement check. He shared that the event is celebrating its 10th anniversary and highlighted its educational impact, including providing river-based learning experiences to approximately 8,000 second-grade students in Putnam County. He expressed appreciation for the City's support and noted that this year's event operations were the smoothest to date, praising the cooperation of the Community Affairs team, police department, and other city staff. Following the presentation, staff recognized Ms. Sheffield, who is departing her position to spend more time with her family. She was thanked for her service as Special Events Coordinator, her contributions to improving event processes, and the strong foundation she established for future staff. Ms. Sheffield expressed gratitude for the opportunity to work with the City, reflected on improvements made to City facilities such as the Jenkins Building, Larimer, and the Tilghman House, and shared her appreciation for all City departments.
Commissioner Davis also acknowledged Ms. Sheffield for her leadership of the recent City of Palatka Summer Safety Summit held at James A. Long Elementary School, which engaged approximately 165 students and featured numerous community partners. Commissioners noted the value of the event and encouraged continued involvement by the City's PIO in future activities.

Public Comments
Ms. Duke provided public comment and shared positive feedback regarding the Blue Crab Festival.
Ms. Hewes spoke about the Blue Crab and thanked the team for a job well done.
Mr. Alexander stated he spoke to Mr. Cutright regarding the possibility of moving forward with developing a framework for the use of certain ball fields in the city. The speaker expressed appreciation that the Commission appeared supportive of collaborating with his staff on this effort and thanked the Commission for their willingness to proceed. He stated that he would begin coordinating with his staff and prepare additional information or structure for the Commission to review.

Commission and Staff Response
Commissioner Davis offered additional remarks regarding the Blue Crab Festival. She commended the festival organizers, noting that the team successfully coordinated the event within only a few months, as they assumed responsibility well after Memorial Day last year. She expressed hope that approvals for future festivals will occur earlier, allowing a full year of preparation. Commissioner Davis encouraged community members to volunteer, join committees, and submit suggestions through the Blue Crab Festival website, emphasizing that it is a community-driven event. She stated that, while there are always opportunities for improvement, overall feedback was extremely positive. She highlighted that the most frequent praise she heard at the festival centered on the excellence of City staff, specifically recognizing the Fire Department, Police Department, and Sanitation Department for their outstanding support and professionalism. Commissioner Davis concluded by thanking City staff and festival organizers for their work. She noted she had an additional comment on another topic and would pause before continuing.

Commissioner Campbell offered a suggestion related to future Blue Crab Festival planning. He noted that the Monday following the festival coincides with Memorial Day and recommended exploring a partnership with the local VFW Post. While the Memorial Day ceremony and parade

do not need to be official festival events, he suggested that festival promotions and outreach could acknowledge or support the VFW's activities, helping strengthen community engagement. Commissioner Campbell shared that members of the VFW had expressed concern about visibility and participation, and he encouraged coordination to ensure their event is supported. He concluded by thanking staff for considering this partnership opportunity.

Mayor Correa addressed Mr. Alexander's earlier remarks, stating that the Commission is relying on Mr. Cutright to work collaboratively with Mr. Alexander to develop a final proposal. She noted that this will guide the process moving forward.

Consent Agenda

No Items were pulled from the consent agenda.

Resolution 2026-R-88, Resolution 2026-R-89, Resolution 2026-R-90, Resolution 2026-R-92, Resolution 2026-R-93, Resolution 2026-R-95, Resolution 2026-R-96, Resolution 2026-R-98, Resolution 2026-R-101 and Resolution 2026-R-103

Vote: Commissioner Campbell moved to approve the consent agenda. Commission Davis seconded the motion which passed unanimously.

Regular Business

Release of Lien - 4510 W. Madison Street - Leonor Maria Botello-Bravo

Applicant: Ms. Leonor Bertello Bravo. Mr. Aghemo explained the request for a lien release for 4510 West Madison Street. The code violation originated in 2012, and fines accumulated. The current owners purchased the property in 2015, unaware of the lien because the title company did not identify it. The owners invested approximately $30,000 to bring the property into full code compliance. The lien totals approximately $26,000; under current guidelines, a reduction would still require about $13,000 in payment. Mr. Aghemo stated this situation is unusual because the owners acted in good faith, improved the property, and maintained compliance and recommended revisiting the city's lien reduction guidelines and personally recommended releasing the lien in this case.

Ms. Bertello Bravo addressed the Commission. She explained the property was purchased as the family's first home in 2015, with no notice of an existing lien. She is the sole income earner and is seeking a larger home for her family. She asked the Commission to release the lien due to financial hardship and good-faith compliance.

Commission Questions & Discussion

Questions were raised regarding the property's purchase process, title search, and type of deed. Ms. West clarified that the property was conveyed via special warranty deed after a tax deed sale. It was noted the title documents asserted the property was free of encumbrances. Commissioners discussed the difference between guidelines and policy and whether current rules provide sufficient flexibility. There were concerns about consistency in handling future requests and the need to revisit or revise existing lien reduction guidelines. Commissioners emphasized the city's goal is code compliance and blight removal, not penalizing residents unduly, especially when violations were corrected at higher cost than the lien itself.

Vote: Commissioner Davis moved to release the lien at 4510 West Madison Street. Commissioner Campbell seconded the motion which passed 4-1, Commissioner Jones dissented.

Additional Discussion: Questions were raised about whether current procedures allow exceptions. Ms. West clarified the adopted document is titled "Guidelines for Code Enforcement Fines, Lien Reductions." Staff are committed to bringing back recommendations for more consistent and clear procedures.

Public Comment

Ms. Kitchens stated the lady was not aware of it. The title company is at fault. The person that drew up the deed is at fault.

Anna Estevez, stated she is a realtor and I built up, we've known each other for years. I see this happen a lot, mainly because it happened to my mom as well.

Discussion/Direction – Land Swaps
Chief Shaw explained that this item was added to the agenda at the request of Commissioner Jones.
Commissioner Jones provided background and stated the purpose was to address transparency, history, and concerns regarding three recent land swaps previously identified by staff.
Commissioner Jones gave a summary of Prior Land Swaps
Commissioner Jones reviewed the three land transactions discussed previously:
Land Swap 1: Airport / Jeff Nations: Related to airport property and Public Works; questions regarding FAA involvement.
Land Swap 2: Port Consolidated / River Center: Noted as part of earlier reviews.
Land Swap 3: PRC Way Land Swap / Teresa Davis: Newly examined with significant concerns raised.
Airport Land Swap 1: Clarifications Mr. McNair clarified there is no litigation involving the airport land swap. FAA raised concerns related to runway visibility zone (RVZ) during inspection; the city must address those concerns or risk losing grant eligibility. The previously approved land swap 1 is complete; federal release completed through the Federal Register.
Land Swap 3: PRC Way / Teresa Davis. Ms. West provided a detailed timeline: The Davis parcel near the well field was purchased privately, not from the city, and was landlocked. The city initially considered granting an easement but raised concerns due to well field protection and potential contaminants. The restrictive covenants were drafted; however, the Davises later requested consideration of a land swap instead. Staff presented several surplus lots as options; the Davises declined and proposed the PRC Way parcel. A portion of PRC Way parcel (0.28 acres) was surveyed after authorization by the City Manager. The valuation of PRC Way parcel was based on industrial zoning and prior appraisals of similar parcels in the business park.
Commission Concerns
Commissioners expressed significant concerns, including: The PRC Way parcel was not on the surplus property list. Questions about how the Davises (husband is County Property Appraiser) knew the parcel was available. The perceived imbalance in value: the city gave up a parcel potentially worth substantially more than what it received. The lack of documentation from environmental or state agencies validating contamination risk. The concern over optics, transparency, and the appropriateness of staff negotiating land swaps without a real estate attorney. The concern regarding possible conflicts of interest and public perception. Overall dissatisfaction with past land swaps, including airport- and riverfront-related transactions.
Staff Comments
Mr. Bruneau reaffirmed contamination risks from auto-repair operations in well field protection zones. Ms. West reiterated her recommendation that the city cease land swaps entirely due to legal complexity and risk. The recommendation is that future real estate transactions be handled only as fee-simple sales or purchases.
Commission Discussion
Multiple commissioners voiced discomfort with the history of land swaps and the need for improved transparency, valuation accuracy, and use of independent experts was emphasized. The suggestion to issue an RFP to secure a real estate agency for handling surplus properties.
Vote: Commissioner Davis moved to direct the City Attorney to draft an ordinance prohibiting the City of Palatka from entering any future land swap transactions, require that all real estate transactions be fee-simple conveyances, and require the involvement of a real estate attorney in all such transactions. Commissioner Borom seconded the motion which passed unanimously.
Public Comment
Ms. Kitchens spoke in favor of the motion.

Interim City Manager Contract

Mayor Correa stated she requested this item be added to ensure all members received the same public update. The mayor and commissioners emphasized that discussion must be limited to process, not contract content, because negotiations with the candidate are ongoing.

Chief Shaw requested Commission direction on whether to appoint a commission liaison to assist with continued discussions with the candidate and whether to utilize an outside labor attorney to draft or review the interim city manager contract, particularly because internal staff (HR, City Attorney, Acting City Manager) will ultimately report to the hire.

Commissioners confirmed the position should be offered as a 1099 contractor, not as a W-2 employee. Staff stated this requirement has already been noted for inclusion in the updated contract.

Request from the Candidate

The candidate (Ms. Curry) requested additional time to provide written feedback on the draft contract. That the contract discussion be deferred until she submits her comments.

Several key points were raised: Concerns with Current Draft Contract. The commissioners stated they do not agree with the draft that was provided to the candidate. They noted the draft did not follow established best practices from the Florida League of Cities or FCCMA.

So the concerns were raised that the contract was sent to the candidate before commissioners had an opportunity to review or approve it. It was stated there needs to be clear, standard hiring process. There was a broad agreement that an external labor attorney should assist to ensure neutrality and avoid putting staff in a position to negotiate with a future supervisor. The Florida League of Cities is available to assist at no additional cost. Some commissioners expressed concern that a liaison could create unnecessary pressure or confusion, given the hire is a collective decision. Others noted a liaison could streamline communication as long as transparency is maintained. No consensus was reached; discussion remained open.

Commissioners agreed that time should be provided to allow the candidate to review the contract and supply detailed feedback. The commissioners emphasized no final offer has been approved and will ultimately need to determine and publicly discuss what terms it is willing to offer. The commissioners discussed the importance of HR's role, noting that contract negotiation typically falls within HR's responsibilities.

Chief Shaw, Ms. West and Mr. White stated they are prepared to move forward once a clear process and legal support are established.

Mr. White the HR Director, confirmed no additional guidance was needed from the Commission at this time.

Public Hearings

ORDINANCE NO. 2026-20 ORDINANCE NO. 2026-23 FOR THE PROPERTY LOCATED AT 404 MISSION ROAD, PALATKA, FLORIDA 32177, PARCEL 02-10-26 0000-0630-0011.

Vote: Commissioner Campbell moved to approve Ordinance 2020 and 2023. Commissioner Davis seconded the motion which passed unanimously.

b. ORDINANCE NO. 2026-29 ORDINANCE NO.2026- FOR THE FOLLOWING PROPERTIES: 0210-26-7720-0180-0010, 02-10-26-7720-0110-0010, 02-10-26-7720-0100-0000, 02-10-26-7720 0030-0010, 02-10-26-7720-0010-0000.

Discussion: Commissioner Davis noted that the packet referenced Mount Tabor Baptist Church. Commissioner Davis stated for the record that she is a member of the congregation. She also explained after consulting the City Attorney, it was clarified that recusal is not required unless there is a direct financial benefit; however, the commissioner chose to recuse herself voluntarily out of an abundance of caution.

Mr. Aghemo stated the request from Mt. Tabor Baptist Church to amend the City's Future Land Use Map and Zoning Map for approximately 9.0 acres north of Mooney Road and explained the

Future Land Use: Commercial to Residential Low Zoning: C-1 General Commercial to R-1 Single-Family Residential. He explained that the Planning Board reviewed the item on May 5 and recommended approval. Staff confirmed the application meets all criteria and recommends approval.
Vote: Commissioner Campbell moved to approve Ordinance 2026-29. Commissioner Jones seconded the motion which passed unanimously.
Commissioner Campbell moved to approve Ordinance 2026-30. Commissioner Jones seconded the motion which passed unanimously.

Adopt Resolution 2026-R-102 Fire Service Assessment Annual public hearing and annual consideration of non-ad valorem assessments to partially fund the cost of continual readiness and availability of fire protection services.
The City Commission held a public hearing on the annual resolution to adopt the non-ad valorem assessment roll for the Fire Service Assessment. Ms. Pierre emphasized the financial significance of approving the assessment. It was noted that not adopting the Fire Service Assessment as proposed would require an estimated 3.1-mill increase to the ad valorem property tax rate, or significant cuts to the city's overall budget. Adoption provides revenue stability needed to prepare the FY 2026–2027 budget. Passing the resolution as advertised preserves maximum flexibility for the Commission when setting the millage rate at the scheduled July budget meeting. Mr. Mark Lawson was present for questions, requested to speak after public comment.
Public comment
Ms. Kitchens asked if the fire assessment is going to be increased and if it is she is against it.
Discussion: Mr. Mark Lawson, serving as special counsel to the City, addressed the Commission. He clarified that tonight's action does not raise fire assessment rates. The resolution before the Commission would maintain the same rates established more than ten years ago. The commission previously directed staff and consultants to bring back the information required to adopt the annual assessment without applying the 50% transition exemption historically granted to institutional properties (including churches).
The purpose: Preserve flexibility until July, when additional tax roll data becomes available. Allow more accurate budgeting before deciding whether to reinstate any exemptions. The 50% institutional exemption costs the City approximately $96,000 annually. Upon review, 15 of the 136 affected parcels account for $56,000 of that exemption amount. Mr. Lawson noted commissioners should be aware of this distribution before making decisions later this summer. The assessment is legally defensible, proportionate, and based on a per-parcel charge covering fixed costs of service availability. A charge based on improvement in value (building value minus land), reflecting variable cost allocation. This structure is consistent with prior court decisions, including a recent Florida Supreme Court ruling affirming the City's methodology. Mr. Lawson explained ff the fire assessments were eliminated, the City would need to increase ad valorem taxes by 3.1 mills to fully fund fire services. Without the assessment, the city would risk severe constraints on infrastructure funding, capital improvements and maintaining reserves. He also explained Adoption tonight preserves maximum flexibility for millage decisions in July.
Vote: Commissioner Campbell moved to approve the annual fire assessment resolution as presented. Commissioner Borom seconded the motion which passed 4-1 with commissioner Joned dissenting.

Commissioner Comments
Commissioner Borom addressed his recent absences, noting he was recognized as a Home Run Hero at the Northeast Florida League of Cities meeting, marking his sixth such recognition. His earlier absence was due to attending the National League of Cities conference. He provided an update on emerging issues discussed nationally, particularly the growing impact of data centers on small and mid-sized communities. Commissioner Borom emphasized that although data centers are not currently on the City's radar, they should be, because many communities are

being approached with promising job opportunities that also bring significant infrastructure demands. He noted that data centers consume extremely high levels of electricity and water, which can strain or overwhelm local utility systems especially in smaller communities. He highlighted recent examples, including Fort Meade, where communities are facing challenges related to data center proposals and the heavy resource load they create. He urged the City to exercise due diligence and caution, particularly given recent water drought conditions, and to thoroughly evaluate potential impacts before entertaining such proposals.

Commissioner Davis recognized and thanked community partners who supported the City of Palatka Summer Safety Summit. The sponsors included: Douglas Law Firm. Palatka Athletic League, Community Hands of Hope, Pilot Club of Palatka, McGibbonConsulting.com, Sheffield Family Properties, Best Party Rental, James A. Long Elementary School, Putnam County School District, Palatka Police Department, City of Palatka Community Affairs, Palatka Fire Department, American Red Cross (Putnam County Chapter), Florida Department of Transportation, Zeta Phi Beta Sorority, Inc. and Palatka High School Class of 1976. She emphasized the value of community support and expressed appreciation to all organizations that contributed to the event.

Commissioner Campbell, speaking as an educator, noted that the community is entering graduation and promotion season. He extended congratulations to all Putnam County and City of Palatka graduates, as well as students being promoted to the next grade. He expressed pride in the students honored monthly by the Commission and offered well-wishes for their next steps in education and life. He congratulated everyone in the Class of 2026, from pre-K through college.

Adjourn

Commissioner Jones moved to adjourn the meeting. Commissioner Davis seconded the motion which passed unanimously**.**

CITY OF PALATKA

PROCLAMATION

WHEREAS, the City of Palatka joins the Federal Government and countless municipalities across the state of Florida to observe Pride Month in honor of the history of the Lesbian, Gay, Bisexual, Transgender, Queer and Intersex (LGBTQI+) liberation movement and to support the rights of all citizens to experience equality and freedom from discrimination; and

WHEREAS, the rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQI+ people in society; and

WHEREAS, all human beings are born free and equal in dignity and rights. LGBTQI+ individuals have had immeasurable impact to the cultural, civic, and economic successes of our country; and

WHEREAS, the City of Palatka is committed to supporting visibility, dignity, and equality for LGBTQI+ people in our diverse community; and

WHEREAS, while society at large increasingly supports LGBTQI+ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, this nation was founded on the principle that every individual has infinite dignity and worth, and the Mayor and the City Commission call upon the people of this City to embrace this principle and work to eliminate prejudice everywhere it exists; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for the City of Palatka's LGBTQI+ community, and is an opportunity to act and engage in dialogue to strengthen alliances, build acceptance, and advance equal rights.

NOW, THEREFORE, I, Roberta M. Correa, Mayor of the City of Palatka, together with the members of the Palatka City Commission hereby endorse and proclaim the month of June 2025, as

PRIDE MONTH

in support of the LGBTQI+ community. We urge our citizens to recognize all LGBTQI+ residents whose influential and lasting contributions to our neighborhoods make the City of Palatka a vibrant community in which to live, work and visit and in celebration of the pride that powers the movement for LGBTQI+ rights.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Palatka, Florida this 11th day of June in the Year of Our Lord Two Thousand and Twenty-Six.

CITY OF PALATKA

By: _____
Mayor Roberta Correa

Attest: _____
City Clerk Karen Hayes

Date filed with the City Clerk: 6/11/2026

CITY OF PALATKA

PROCLAMATION

WHEREAS, the Emancipation Proclamation, formally issued on January 1, 1863, by President Abraham Lincoln, signified a pivotal decree declaring the freedom of enslaved Africans within the Confederate States of America; and

WHEREAS, it is duly noted that due to inherent limitations in communication infrastructure, the dissemination of the Emancipation Proclamation was not uniformly expeditious, thereby resulting in a delayed awareness of emancipatory measures in certain remote regions of the Confederate States, and a broader recognition of the abolition of slavery awaited the conclusion of the American Civil War; and

WHEREAS, the date of June 19, 1865, marks a historic juncture when Union General Gordon Granger's arrival in Galveston, Texas, heralded the pronouncement of emancipation in accordance with the Emancipation Proclamation, thereby fostering a seminal moment in the annals of American history; and

WHEREAS, the term "Juneteenth," a linguistic amalgamation of "June" and "nineteenth," has since been embraced to denote this significant historical milestone, commemorating the formal cessation of slavery in Texas and throughout the Confederate States; and

WHEREAS, commencing on January 1, 1980, numerous states and municipalities across the United States have avowed June 19th, Juneteenth, as a sanctified occasion, thereby recognizing its profound historical import and venerating the emancipation of enslaved African Americans; and

WHEREAS, Juneteenth holds national and international acclaim as a day of reverence, devoted to honoring the cessation of slavery in the United States and extolling the diverse cultural heritage, invaluable contributions, and remarkable achievements of African Americans; and

WHEREAS, the City of Palatka formally bestowed official recognition upon Juneteenth as a municipal holiday in 2020, thereby affording all denizens the opportunity for erudition, introspection, and jubilant commemoration of the indelible imprint of African Americans upon the fabric of Palatka and the nation; and

WHEREAS, Juneteenth serves as an enduring reminder of the ongoing quest for liberty and equity, beckoning all citizens to reaffirm their steadfast commitment to the ideals of justice and equality;

NOW, THEREFORE, I, Roberta M. Correa, Mayor of the City of Palatka, Florida, in conjunction with the esteemed members of the Palatka City Commission, do hereby proclaim June 19th, 2026, as JUNETEENTH in the City of Palatka, and do earnestly implore all inhabitants to partake in the array of commemorative events orchestrated in homage to this momentous occasion, thereby collectively celebrating the cherished tenets of freedom and equality.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Palatka, Florida, to be affixed this 11th day of June in the Year of Our Lord Two Thousand and Twenty-Six.

CITY OF PALATKA

By: _____
Mayor

Attest: _____
City Clerk

Date filed with the City Clerk: 05/23/2025

ADOPT RESOLUTION 2026-R-100 granting a special events permit to Lee Hall for his Annual End the Violence Day to be held 09/26/2026.
Event Date or Dates– 09/26/2026
Agenda Item Number – 2026-R-100
Title of Item / Subject – End the Violence Block Party
Department / Division – Hallway Lounge
Prepared By – Lee Hall
Reviewed By – Special Events Team
Recommended Motion / Action – The Staff Recommendation is that the application be approved, and the resolution be adopted.

STAFF REPORT

DATE: June 11, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST
Request is for road closures of N. 19th Street from Reid to St. Johns, amplified sound and alcohol permits.

BACKGROUND
Music, food, vendors, raffles and give always

PROJECT ANALYSIS
Lee Hall of the Hallway Lounge

Staff Recommendation
Recommended Motion / Action – The Staff Recommendation is that the application be approved, and the resolution be adopted.

ATTACHMENTS

1.	Boss Day End the Violence 2026 application
2.	100. Resolution 2026-R-100 Lee Hall_ End the Violence Block Party_ resolution2026

Vetted

CITY of Palatka FLORIDA

Date Received: 2/5/26

Permit Classification: A

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Lee Hall

   Address: 118 Ashley Dr Palatka, FL 32177

   Email: esgeateryentertainment@gmail.co

   Phone (386) 983-6193

2. Secondary Contact: _____

   Address: _____

   Email: _____

   Phone: _____

3. Event Sponsor/Organization: Hallway Lounge

   Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Boss Day End the Violence

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

   Music Entertainment
   Food Vendors
   Raffles / Give Aways

   ★ Cones

   10 offices for block Party

   Stay 2 for Lounge Party.

6. Event Location (911 Address): 118 N 19th St, Palatka, FL 32177

7. Road Closures: ex. **St. Johns Avenue** from **First Street** to **Second Street**

   N 19th Street from Reid Street to St. Johns Avenue

   _____ from _____ to _____

   _____ from _____ to _____

   _____ from _____ to _____

   _____ from _____ to _____

   _____ from _____ to _____

   _____ from _____ to _____

   _____ from _____ to _____

   _____ from _____ to _____

using car wash for parking

8. Onsite representatives during the event:

Name: Lee Hall Cell Phone: (386) 983-6193

Name: Stephanie Jones Cell Phone: (904) 962-0120

9. Please fill in below for each day within the event.

Date(s) of Event:	Hours:	Amplified Sound:	Alcohol:	Attendance
Setup:				
09/26/20	3PM to 5PM	__:__ to __:__	__:__ to __:__	
Event:				
9/26/20	5PM to 9:30PM	__:__ to __:__	__:__ to __:__	500
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
Breakdown:				
9/26/20	9:30 to 10PM	__:__ to __:__	__:__ to __:__	

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

Estimate, past events attendance

11. Number and type of auxiliary vehicles/ equipment:

NA Watercraft NA Aircraft NA 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.

NA

Include date and time:

__/__/__ __:__ to __:__ __:__ to __:__

13. Will transport vehicles be utilized? If so, please describe.

NO

14. Number of staff/ volunteer: 7 Uniform identification: Black Attire / Event Staff

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~~ 500.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**

☐ **CLASS B**: $100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**

☐ **CLASS C**: $50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

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

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

(a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
   (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
   (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.

(b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than $1,000,000.00 per person for bodily injury or death, $2,000,000.00 per occurrence for bodily injury or death and $500,000.00 per occurrence for property damage, naming the city as "additional insured".

(c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of $500,000.00 which shall name the city as additional insured.

(d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

(Ord. No. 10-34, I(Exh. 1), 12-9-2010)

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.

2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

Lee Hall
Signature of Applicant

2-5-26
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 5 day of Feb, 2026, by Lee Hall, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

DANA MCNEILL
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 636063
MY COMMISSION EXPIRES FEB. 03, 2029

Dana McNeill
Signature of Notary Public, State of FL

APPLICATION APPROVED

Special Events Coordinator **Date**

Chief of Police **Date**

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.

2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.

3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.

4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.

5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (Tag showing inspection within 1 year of event date). Same as a regular inspection tag check.
2. Vendors deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company. In addition to the ABC, they must have a K class. No K, no frying.
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1. Check fire retardant label on the tent and on the side curtains.
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96. If they want to cook meats inside a concession trailer, they must have a hood and suppression system. No exceptions.
5. The Department of Business and Professional Regulation will inspect all vendors prior to opening for business. Event staff will coordinate the overall inspection time.

Exceptions:

   a. Non-profit organizations. The vendor must have a State of Florida Tax Exemptions Certificate, issued in the name of the vendor on site.
   b. Vendors selling food items not prepared on site, i.e. pre-packaged. The exceptions a. and b. are only for state inspectors. All vendors must comply with the city's special event requirements.

Vendor RV Camping

1. Temporary camping with motor homes, 5th wheels, and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.
2. Under NO circumstances will any gray or black water be dumped, except into a proper disposal facility (At this time, the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.
3. Parking of RV campers will insure that no driveway, street, or parking lot is blocked or obstructing traffic.
4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vender RVs.

City of Palatka
Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDAUL 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.

Lee Hall
Signature of Applicant

Name of Facility being used

Lee Hall
Print Name of Applicant

Date of Use

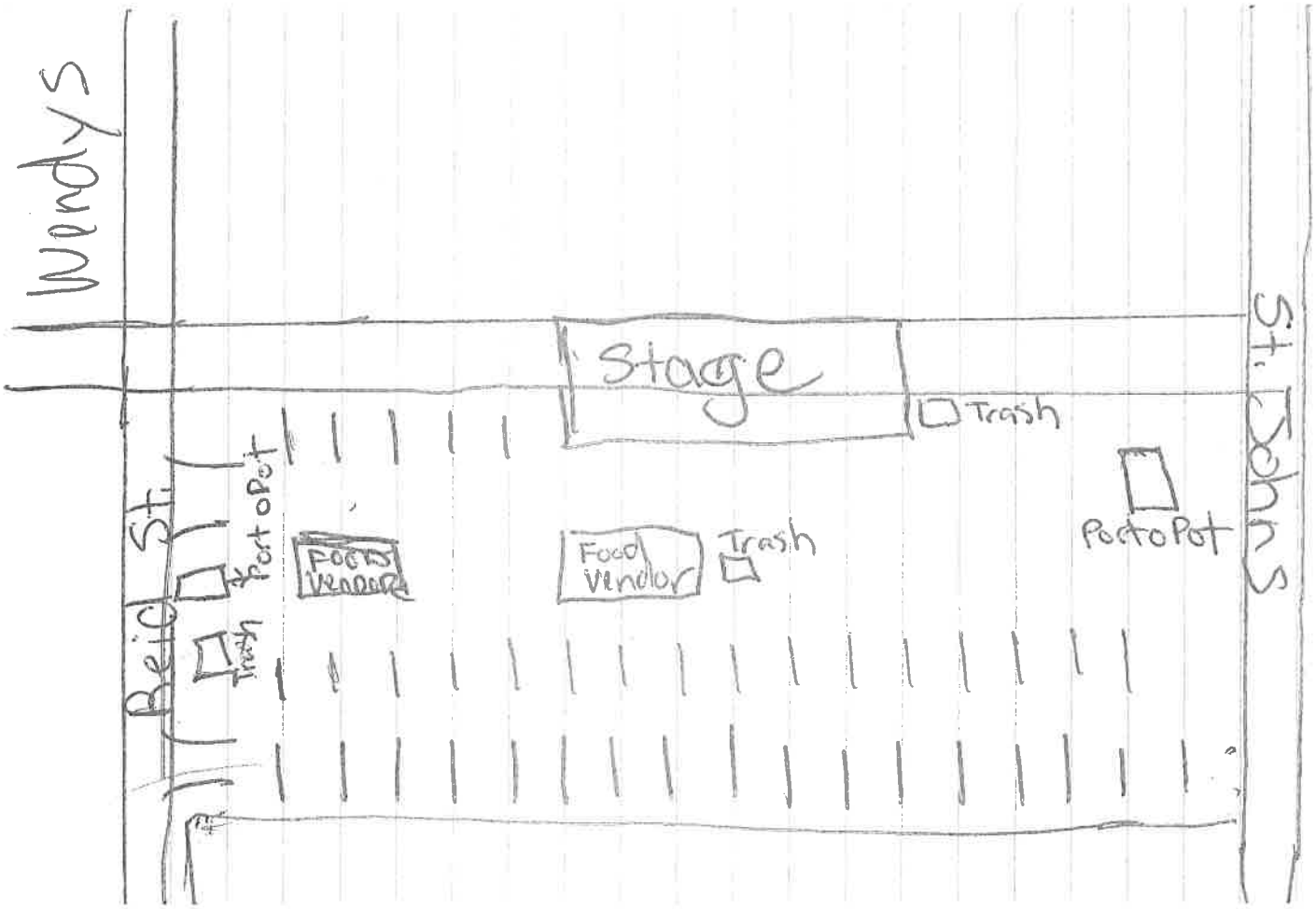
State of FL County of Putnam

The foregoing application is acknowledged before me this 5th day of Feb, 2026, by Lee Hall, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

DANA MCNEILL
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 636063
MY COMMISSION EXPIRES FEB. 03, 2029

Dana McNeill
Signature of Notary Public, State of FL


Wendy's
Stage
Trash
St. Johns
Reid St.
Port o Pot
Food Vendor
Trash
Pot o Pot

RESOLUTION NO. 2026-R-100

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO LEE HALL OF THE HALLWAY LOUNGE FOR A BOSS DAY END THE VIOLENCE BLOCK PARTY TO BE HELD ON 09/26/2026, SETTING FORTH THE PROVISIONS OF THE PERMIT; FOR AMPLIFIED SOUND, ALCOHOL, ROAD CLOSURES AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS Lee Hall with Hallway Lounge has applied for noise, alcohol and road closure permits for the Stop the Violence Block Party which will be 09/26/2026 from 5pm-9:30pm with road closures at 3pm.

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 Stop the Violence Block Party is hereby granted to Lee Hall, owner of Hallway Lounge with the following provisions and stipulations:

a) A Class "A" Special Events Permit is hereby granted for the event to be held on 09/26/2026, during the hours provided in the application
b) Road Closures of 19th Street from Reid to St. Johns Ave.

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 11th day of June, 2026.

By: _____
Mayor: Roberta Correa

ATTEST:

_____
City Clerk: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney: Jane West, Esq.

Adopt Resolution 2026-R-99 Approval of Professional Engineering Services Agreement with Hanson Professional Services Inc. for the Rolling Hills Stormwater System (Mango Drive & Oleander Drive) Drainage Improvements Project – $158,824.19 out of the Rolling Hill Stormwater G/L line of 101-118-519-6-6483 which has already been budgeted.

Resolution 2026-R-99
Approval of Professional Engineering Services Agreement for Mango Drive and Oleander Drive Drainage Improvements
Presented by Joseph J. Verrechio, Public Works Director
May 28, 2026 – City Commission Meeting

STAFF REPORT

DATE: June 11, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request approval by the City Commission of Resolution 2026-R-99 approving a Professional Engineering Services Agreement with Hanson Professional Services Inc. in the amount of $158,824.19 for the design, permitting, bid document preparation, and bid administration services associated with the Rolling Hills Stormwater System Mango Drive & Oleander Drive Drainage Improvements. The project has already been budgeted for and has a G/L 101-18-419-6-6483. Upon approval by the City Commission, the City Manager will be authorized to execute the agreement.

BACKGROUND

The City of Palatka Public Works Department has received concerns regarding recurring flooding issues within the Mango Drive and Oleander Drive area. During periods of moderate to heavy rainfall, stormwater runoff accumulates throughout the neighborhood causing significant drainage problems for residents. In several instances, homeowners have experienced water levels rising up to, and at times into, their front doorways, creating ongoing property concerns and hardships for affected residents.

To address these longstanding drainage concerns, the City requested a proposal from Hanson Professional Services Inc. to provide professional engineering services associated with drainage improvements within the project area. The proposed scope of work includes survey, engineering design, utility coordination, permitting, construction plans, bid document preparation, and bid administration services for the project.

The Rolling Hills project improvements are intended to reduce stormwater runoff and mitigate flooding impacts to private properties located near the intersection of Mango Drive and Oleander Drive.

The total proposed fee for the project is $158,824.19 as submitted by Hanson Professional Services Inc. Because the agreement exceeds the City Manager's spending authority, approval by the City Commission is required prior to execution of the agreement by the City Manager.

PROJECT ANALYSIS

The proposed engineering services agreement will allow the City to move forward with the planning, design, and permitting phases necessary to develop construction-ready drainage improvement plans for the affected area. The project scope includes topographic surveying, utility coordination, drainage analysis, stormwater management design, preparation of construction plans, preparation of bid documents, and assistance during the bidding process.

The project is anticipated to be completed within approximately 38 weeks from the issuance of a Notice to Proceed.

Approval of this agreement by the City Commission will authorize the City Manager to execute the agreement and proceed with the engineering and design phase of the project. The proposed improvements are expected to significantly improve drainage conditions, reduce roadway and yard flooding, and lessen impacts to nearby homes during storm events.

Staff Recommendation

Staff recommends the City Commisson approve Resolution 2026-R-99 authorizing the City Manager to execute the Professional Engineering Services Agreement with Hanson Professional Services Inc. in the amount of $158,824.19 for the Mango Drive and Oleander Drive Drainage Improvements Project using GL 101-18-519-6-6483

ATTACHMENTS

1.	Mango-Oleander_Drainage Improvements_Proposal
2.	99. Resolution 2026-R-99 MANGO DRIVE AND OLEANDER DRIVE DRAINAGE IMPROVEMENTS

8075 Gate Parkway West, Suite 204
Jacksonville, Florida 32216

January 28, 2026

SCOPE OF SERVICES
MASTER CONSULTING SERVICES AGREEMENT
WORK ORDER #6
MANGO DRIVE & OLEANDER DRIVE
DRAINAGE IMPROVEMENTS

CITY OF PALATKA, FLORIDA

PROJECT DESCRIPTION
The City of Palatka (City) is requesting Hanson Professional Services Inc. (Consultant) to provide professional services to include design, permitting and bidding of the drainage improvements on Mango and Oleander Drive. The objective of this project is to provide a set of bid documents that will be used to construct stormwater improvements. The project will involve the design, permitting and bidding. The improvements will help reduce stormwater runoff from inundating private property on the corner of Mango and Oleander Drive.

This proposal presents our scope of services and period of service/compensation amount.

I. SCOPE OF SERVICES

TASK 1 – PRELIMINARY ENGINEERING
Preliminary engineering is required to prepare the necessary analysis, design and plans for the bid documents. This task will include field review and utility coordination with utility owners in the three project areas.

Task 1.1 – Design Survey
The Consultant will provide topographic survey of the project limits. The topographic survey will provide sufficient information to prepare design plans for bidding. Specific survey tasks shall at a minimum include the following:

- Horizontal Project Control tied to Florida State Plane Coordinate System.
- Establish Vertical Project Control tied to NAVD 88 Datum using GPS observations to establish if NGS control is not available within ½ mile. A minimum of 3 Vertical Control Points will be established.
- Establish the right of way lines for Mango Drive and Oleander Drive withing the project limits as described above and shown on Attachment “A”
- Establish a survey baseline based on the centerline of Mango Drive and Oleander Drive on paper only. This baseline will not be staked or referenced.
- Establish the boundaries of tax parcel numbers 13-10-26-8014-0110-0190 (lot 19) and 13-10-26-8014-0110-0180 (Lot 18) for use in preparing a Drainage Easement Sketch and Descriptions as needed across these two parcels.
- Prepare two Sketch and Descriptions for proposed drainage easement as identified by the EOR.
- Provide a full 3D TOPO/DTM survey throughout the project limits as described above and shown on Attachment “A” to include the area between tax parcels 13-10-26-8014-0110-0190 (lot 19) and 13-10-26-8014-0110-0180 (Lot 18).

- Provide three ditch cross sections as shown on Attachment “A”.
- T2ue will attempt to Designate, marking on the surface the approximate horizontal location of the existing subsurface utility mains within the project limits as shown on Attachment “A”.
- By selecting the appropriate electromagnetic and/or geophysical prospecting equipment to include transmitter/receiver combinations to detect metallic underground utilities like ductile iron pipe and copper telephone cables, and Single Channel Ground Penetrating Radar (GPR) to detect non-metallic utilities like asbestos cement/transite or PVC Pipe; T2ue will attempt to Designate (detect and mark) the subsurface utility mains approximate horizontal position and mark on the surface using paint or flags as appropriate based on the field conditions and safety consideration.
- Some existing subsurface utility mains may not be detectable at the surface using current state of the art geophysical detecting equipment, due to their depth, size, material composition or soil conditions. In these cases, T2ue will show these utilities based on any visible surface features and any existing record drawings that have been provided to T2ue. These utility mains shown/ marked from surface features and record drawings to be included within final deliverable survey drawing. Locating (VVH Test Holes) may be required on these types of utilities for further verification, this additional effort if required is ***NOT*** included with this scope and proposal.

Specific limits of survey on each street are provided in the subconsultant proposal enclosed.

Task 1.2 – Utility Coordination
The Consultant will make contact with affected Utility Owners within the three project areas and send one (1) set of preliminary plans to identified Utility Owners for markup of their utilities within the project area along with a utility conflict matrix. Utility Owners will review and comment on the plans and provide any utility work schedules.

TASK 2 – CONSTRUCTION PLANS
The intent of this project is to produce final plans and specifications for the drainage improvements on Mango and Oleander Drive. All plans will be prepared in accordance with the Florida Department of Transportation Plans Preparation Manual, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways (Florida Greenbook) and the Putnam County Land Development Code. All plans and design documents are to be prepared with Standard English values and the roadway elements will be designed to Florida Greenbook standards.

The efforts described below include general tasks, storm drain analysis, stormwater management system design, stormwater plans, special details, traffic control plans, project quantity calculations, opinion of probable costs, and project specifications for a complete set of construction plans and contract documents.

Task 2.1 – 60% Plans Submittal
The Consultant will prepare 60% construction plans for the drainage improvements. The plans shall include sufficient information and detail to clearly demonstrate the design intent, satisfy the grant requirements to obtain any necessary approvals. An opinion of probable construction costs will be submitted along with this plans submittal. The index of plans for this phase submittal will include: (Some sheets maybe be eliminated by combining information on other sheets)

- Key Sheet
- Summary of Pay Items
- Typical Sections
- Typical Section Details
- General Notes
- Project Layout
- Plan & Profile (Drainage)
- Special Details
- Utility Conflicts
- Traffic Control Plans

A Sketch and Description for drainage easement will be provided with this submittal

Task 2.2 – Final Plans & Specifications Submittal
The Consultant will prepare Final construction plans and specifications for the drainage improvements. The final construction plans will be based on the comments received from the review of the 60% plans in Task 2.1. An opinion of probable construction costs will be submitted along with this plan submittal. The index of plans for this phase submittal will be as identified in Task 2.1 and as may require modification per consultant discretion.

Task 2.3 – Bid Documents Submittal
The Consultant will prepare a complete set of Bid Documents for the drainage improvements. The Bid Plans will be used by contractors to prepare construction bids.

TASK 3 – BID ADMINISTRATION
A PDF copy of the Final Bid Documents (plans and specifications) will be provided to the City for use in advertising the Project. The City will be responsible for advertising the Project. Below is a list of tasks to be performed during the bid administration phase of this Project.

Task 3.1 – Bid Administration Services
Hanson will provide assistance as needed to clarify comments and/or questions related to the Bid Documents. The following subtasks are anticipated.

1. Coordinate Bid Number/Advertisement documents.
2. Respond to technical questions relating to the Bid Documents.
3. Prepare any necessary Addenda required during the bidding process.
4. Review contractor bids and provide an award recommendation letter to the City.

II. PERIOD OF SERVICE / COMPENSATION AMOUNT

Period of service and compensation amount is based upon preparing final plans and specifications (bid documents) within 38 weeks of notice to proceed.

Task 1.1 – This task will be completed within 12 weeks of notice to proceed.
Task 1.2 – This task will be conducted throughout the design process.
Task 2.1 – This task will be completed within 12 weeks of receipt of survey from Task 1.1.
Task 2.2 – This task will be completed within 4 weeks of comments received on Task 2.1

Task 2.3 – This task will be completed within 2 weeks of comments received on Task 2.2
Task 3.1 – This task will be completed within 4 weeks of completion of Task 2.3.

The City will review the plans and provide comments on the submittals in Task 2.1 and 2.2.

Charges for professional services performed by Hanson for all services listed in the Scope of Services will be made on the basis of $158,824.19 lump sum, as detailed in **Exhibit A**. Billings will be issued at least monthly and will be based on the estimated percentage of the total Scope of Services that has been completed.

III. PROJECT SERVICES EXCLUSIONS / OTHER

1. Additional services that may be determined/required beyond that provided herein will require a mutually acceptable scope/fee supplement agreement prior to initiating same.

Terms and conditions in executing the proposed scope of services presented herein will be in accordance with the City-Hanson Master Consulting Services Agreement, date January 23, 2025.

If this proposal is acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

PROPOSED BY CONSULTANT :

Hanson Professional Services Inc.

Daryl R. Myers, PE
Senior Project Manager

Approved by :

Signature

David K. Kemp
Name

Vice President
Title

1/28/2026
Date

ACCEPTED BY OWNER :

City of Palatka, Florida
Owner Name

Signature

Name

Title

Date

ATTEST :

Signature

Name

Title

EXHIBIT A
CITY OF PALATKA
CONTRACT FEE SUMMARY
Mango Drive & Oleander Drive Drainage Improvements

PART I - GENERAL	
1. Project Mango Drive & Oleander Drive Drainage Improvements	**2. Work Authorization** XX-XX
3. Consultant Name Hanson Professional Services, Inc	**4. Date of Proposal** 1/28/2026

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTALS
Chief Engineer	$ 360.00	0	$ -	
Project Manager	$ 290.00	50	$ 14,500.00	
Senior Engineer	$ 294.00	102	$ 29,988.00	
Engineer 1	$ 153.50	134	$ 20,569.00	
Engineering Intern	$ 123.00	133	$ 16,359.00	
GIS Specialist/Planner	$ 178.00	0	$ -	
Senior Designer	$ 186.50	67	$ 12,495.50	
Secretary/Clerical	$ 111.00	22	$ 2,442.00	
Total Direct Labor	$ 189.67	508		$ 96,353.50

PART III - OTHER COSTS		
6. Miscellaneous Direct Costs		
Mileage	$ 471.60	
MISCELLANEOUS DIRECT COSTS SUBTOTAL		$ 471.60
7. Subcontracts (Lump Sum)		
T2 Utility Engineers Survey	$ 36,775.26	
SUBCONTRACTS (LUMP SUM) SUBTOTAL		$ 36,775.26
TOTAL LUMP SUM AMOUNT (Items 5, 6, and 7)		$ 133,600.36
8. Reimbursable Costs (Limiting Amount)		
TOTAL REIMBURSABLE COSTS		$0.00

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum plus Reimbursables) (Items 5, 6, 7, and 8)	**$ 133,600.36**

DESIGN, PERMITTING, & CONSTRUCTION PLANS

CONSULTANT NAME: Hanson Professional Services, Inc
ESTIMATOR NAME: Daryl R. Myers, PE
DATE: 1/28/2026

PROJECT NAME: Mango Drive & Oleander Drive Drainage Impr
FROM:
TO:

	TASK ITEM	SCALE 1"=	UNIT	NO. OF UNITS	NO. OF SHEETS	HRS PER UNIT	TOTAL STAFF-HOURS	COMMENTS
1	**Preliminary Engineering**							
	Field Review		LS	1		16	16	2 people x 8 hrs
	Utility Coordination		LS	1		48	48	
	Legal Sketch/Description Coordination		LS	1		16	16	City & Property Owner Coordination
					SUBTOTAL		**64**	
2	**Construction Plans**							
	Horizontal/Vertical Master Design Files		LS	1		74	74	
	Temporary Traffic Control Analysis		LS	1		24	24	
	Task 2.1 - 60% Plans							
	Cross Drain Design		EA	4		4	16	
	Storm Drain Design		EA	10		2	20	
	Drainage Documentation Report		LS	1		40	40	
	Key Sheet		LS	1	1	8	8	
	Typical Section		EA	2	2	4	8	
	Typical Section Details		EA	1	1	4	4	
	General Notes/Summary of Quantities		LS	1	2	8	8	
	Project Layout	1"=250'	LS	1	2	8	8	
	Plan & Profile		LS	1	8	32	32	
	Special Details		EA	2	2	4	8	
	Utility Adjustment Sheets		EA	3	3	8	24	
	Traffic Control Plans		LS	1	3	16	16	
	Opinion of Probable Costs		LS	1		12	12	
	Task 2.2 - Final Plans							
	Key Sheet		LS	1	1	2	2	
	Typical Section		EA	2	2	2	4	
	General Notes/Summary of Quantities		LS	1	2	4	4	
	Project Layout		LS	1	1	2	2	
	Plan & Profile		LS	1	8	20	20	
	Utility Adjustment Sheets		LS	1	3	12	12	
	Traffic Control Plans		LS	1	3	2	2	
	Preliminary Specifications		LS	1		24	24	
	Opinion of Probable Costs		LS	1		4	4	
	Task 2.3 - Bid Plans							
	Contract Plans		LS	1	8	8	8	
	Contract Documents		LS	1		20	20	City front end
					SUBTOTAL		**404**	
4	**Bid Administration**							
	Bid Number/Advertisement		LS	1		4	4	
	Respond to RFI's		LS	1		16	16	
	Prepare/Issue Addenda		LS	1		16	16	
	Review Bids/Bid Recommendation		LS	1		4	4	
					SUBTOTAL		**40**	
GRAND TOTALS							**508**	

PRIME CONSULTANT
ESTIMATE OF WORK EFFORT AND FEE
DESIGN, PERMITTING, & CONSTRUCTION PLANS

CONSULTANT:	Hanson Professional Services, Inc	**PROJECT NAME:**	Mango Drive & Oleander Drive Drainage Improvements
RFP NUMBER:	XX-XX	**FROM:** 0	**TO:** 0
ESTIMATOR NAME / DATE:	Daryl R. Myers, PE 1/28/2026	**PROJECT LENGTH:**	

TASK ITEM	Chief Engineer RATE = $ 360.00		Project Manager RATE = $ 290.00		Senior Engineer RATE = $ 294.00		Engineer 1 RATE = $ 153.50		Engineering Intern RATE = $ 123.00		GIS Specialist/Planner RATE = $ 178.00		Senior Designer RATE = $ 186.50		Secretary/Clerical RATE = $ 111.00		TOTAL HOURS BY ACTIVITY	SALARY COST BY ACTIVITY
	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST		
1 Preliminary Engineering	0	$ -	6	$ 1,740.00	13	$ 3,822.00	45	$ 6,907.50	0	$ -	0	$ -	0	$ -	0	$ -	64	$ 12,469.50
2 Construction Plans	0	$ -	40	$ 11,600.00	81	$ 23,814.00	81	$ 12,433.50	121	$ 14,883.00	0	$ -	61	$ 11,376.50	20	$ 2,220.00	404	$ 76,327.00
																		$ -
4 Bid Administration	0	$ -	4	$ 1,160.00	8	$ 2,352.00	8	$ 1,228.00	12	$ 1,476.00	0	$ -	6	$ 1,119.00	2	$ 222.00	40	$ 7,557.00
																		$ -
PROJECT TOTALS	**0**	**$ -**	**50**	**$ 14,500.00**	**102**	**$ 29,988.00**	**134**	**$ 20,569.00**	**133**	**$ 16,359.00**	**0**	**$ -**	**67**	**$ 12,495.50**	**22**	**$ 2,442.00**	**508**	**$ 96,353.50**

December 1, 2025

T2 Utility Engineers
159 SW Spencer Court
Suite 106
Lake City, FL 32024
USA
Phone 386 755 2626
Fax 386 755 2507

www.T2ue.com

Mr. Daryl Myers, P.E.
Project Manager
Hanson Professional Services, Inc.
8075 Gate Parkway West, Suite 204
Jacksonville, FL, 32216

RE: Design Survey for Mango – Oleander Drainage, City of Palatka
Palatka Florida

Dear Mr. Myers,

We are pleased to provide you this proposal for Professional Surveying and subsurface utility designating services for the City of Palatka Mango Drive – Oleander Drive Drainage, in Palatka, Florida. The effort is based upon on the attached scope of services and project limits identified by you on November 21, 2025.

For this project we will provide the following:

- Boundary survey of selected lots for Drainage Easement preparation
- Design survey for drainage design
- Subsurface Utility Designating for drainage design
- Sketch and Descriptions for two Drainage Easements
- Micros Station file of the design survey and Drainage Easement

The total **Lump Sum** fee for these services based on the attached scope will be: **$36,775.26**

Our proposal includes all equipment and materials, office support, and travel time necessary to complete this project based on the scope of services.

T2 Utility Engineers (T2ue) is committed to diligently working to complete this project within your schedule which will require close coordination between Hanson and T2ue, as well as our receiving a timely written notice to proceed from you with terms and conditions acceptable to T2ue.

We look forward to working with you on this very important project. After reviewing this proposal, should you have any further questions or need additional information, please feel free to contact us.

Kind Regards,

Byron Faircloth, PSM
Senior Surveyor

DESIGN SURVEYING

FOR

Mango / Oleander Drainage

City of Palatka,

Putnam County, Florida

PROJECT LIMITS:

The limits for this survey and subsurface utility designating are from right of way to right of way along Mango Drive and Oleander Drive. Beginning just north of the intersection of Mango Drive and Magnolia Drive and run South along Mango Drive to Oleander Drive then east along Oleander Drive to a point just east of the intersection of Oleander Drive and Dogwood Lane as shown on Attachment “A”.

SCOPE OF SERVICES:

Survey:

T2 Utility Engineers (T2ue) will provide the following surveying services for this project:

- Establish Horizontal Project Control tied to Florida State Plane Coordinate System
- Establish Vertical Project Control tied to NAVD 88 Datum using GPS observations to establish if NGS control is not available within ½ mile. A minimum of 3 Vertical Control Points will be established.
- Establish the right of way lines for Mango Drive and Oleander Drive withing the project limits as described above and shown on Attachment “A”.
- Establish a survey baseline based on the centerline of Mango Drive and Oleander Drive on paper only. This baseline will not be staked or referenced.
- Establish the boundaries of tax parcel numbers 13-10-26-8014-0110-0190 (lot 19) and 13-10-26-8014-0110-0180 (Lot 18) for use in preparing a Drainage Easement Sketch and Descriptions as needed across these two parcels.
- Prepare two Sketch and Descriptions for proposed drainage easement as identified by the EOR.

- Provide a full 3D TOPO/DTM survey throughout the project limits as described above and shown on Attachment “A” to include the area between tax parcels 13-10-26-8014-0110-0190 (lot 19) and 13-10-26-8014-0110-0180 (Lot 18).
- Provide three ditch cross sections as shown on Attachment “A”

Subsurface Utilities:

T2 Utility Engineers (T2ue) will provide the following subsurface utility services for this project:

Subsurface Utility Designating:

- T2ue will attempt to Designate, marking on the surface the approximate horizontal location of the existing subsurface utility mains within the project limits as shown on ***ATTACHMENT “A”***.
- By selecting the appropriate electromagnetic and/or geophysical prospecting equipment to include transmitter/receiver combinations to detect metallic underground utilities like ductile iron pipe and copper telephone cables, and Single Channel Ground Penetrating Radar (GPR) to detect non-metallic utilities like asbestos cement/transite or PVC Pipe; T2ue will attempt to Designate (detect and mark) the subsurface utility mains approximate horizontal position and mark on the surface using paint or flags as appropriate based on the field conditions and safety consideration.
- Some existing subsurface utility mains may not be detectable at the surface using current state of the art geophysical detecting equipment, due to their depth, size, material composition or soil conditions. In these cases, T2ue will show these utilities based on any visible surface features and any existing record drawings that have been provided to T2ue. These utility mains shown/ marked from surface features and record drawings to be included within final deliverable survey drawing. Locating (VVH Test Holes) may be required on these types of utilities for further verification, this additional effort if required is ***NOT*** included with this scope and proposal.
- T2ue ***will not*** locate small service lines within the project limits.
- T2ue ***will not*** be responsible for designating abandoned utilities within the project limits.
- T2ue ***will not*** be responsible for locating water services or sanitary sewer laterals.
- T2ue will survey the results of the utility designating.

NOTE: *T2ue will perform these designating services with due diligence, however T2ue does not guarantee that all underground utilities can or will be detected. In areas where the equipment cannot be run directly over the ground surface. In these areas investigation may not be possible. The Designating should result in a very comprehensive evaluation and detection of subsurface utilities within the project limits. Though this investigation may not tell you definitively what the utilities may be in all cases, it will help to identify the location of potential utilities allowing for further investigation using perhaps vacuum excavation.* ***Vacuum excavation is not included in this proposal.***

Designating Deliverables:

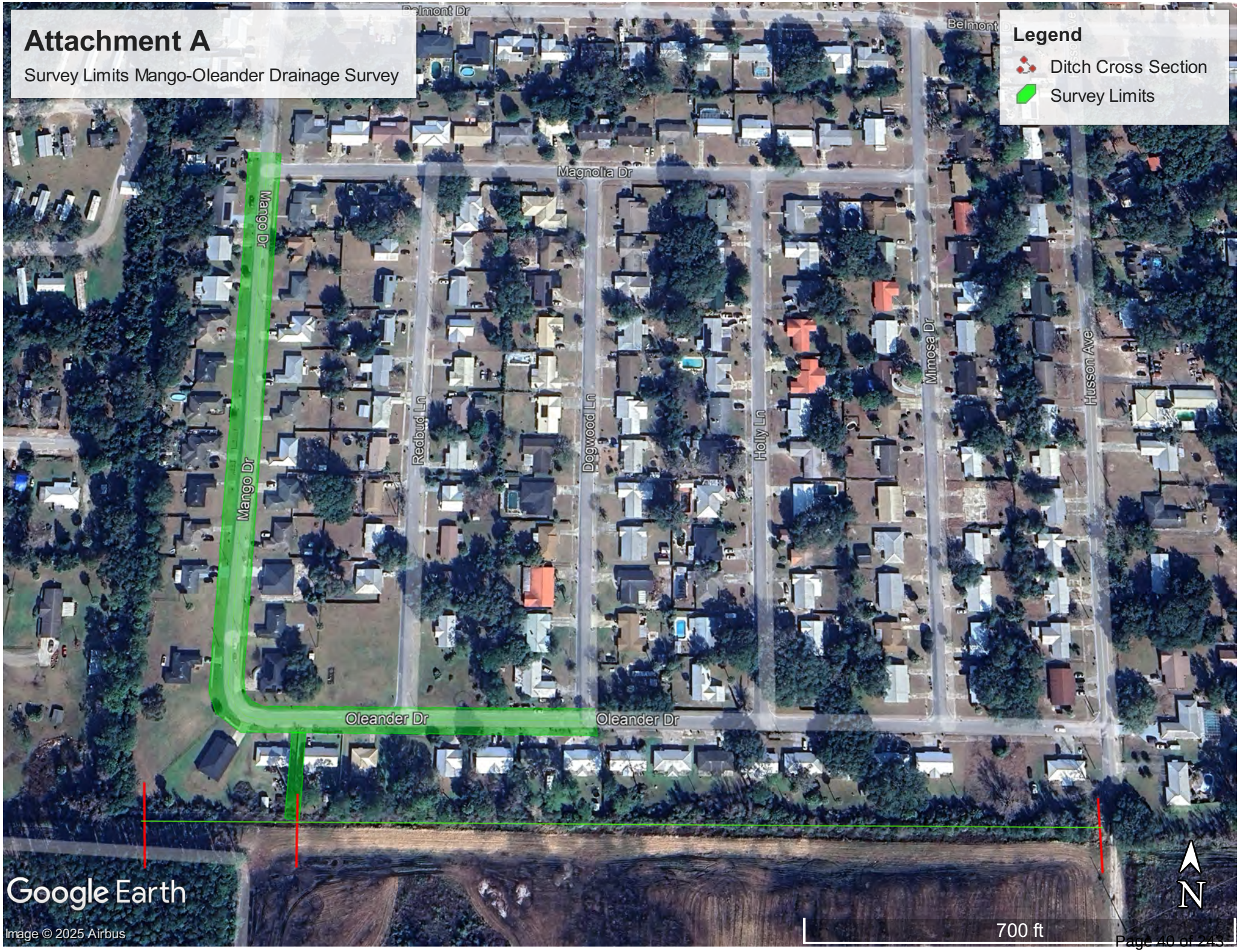
- T2ue's field crew will provide field sketches and utility point forms for the Designating-Horizontal markings performed. The designating field sketches will be used to QA/QC the survey results of the Designating. These field sketches, point's forms, and a field report will be the T2ue Designating-Horizontal marking Deliverables along with the survey cad file containing the designating results.

Survey Deliverables:

Survey deliverables shall be FDOT District 2 standard design files in either Micro Station or Auto Cad 2014 format. T2ue will also provide a signed & sealed Surveyor's Report with the digital design file.

Schedule of Services:

In order to complete these services in a timely manner, T2ue will work with you to determine a schedule that best meets your needs. Prior to T2ue starting any of the required fieldwork, Hanson Professional Services, Inc. will need to provide written Notice to Proceed to T2ue with terms and conditions acceptable to T2ue.


Attachment A
Survey Limits Mango-Oleander Drainage Survey
Legend
Ditch Cross Section
Survey Limits
Belmont Dr
Magnolia Dr
Mango Dr
Redbug Ln
Dogwood Ln
Holly Ln
Mimosa Dr
Husson Ave
Oleander Dr
Oleander Dr
Google Earth
Image © 2025 Airbus
N
700 ft

RESOLUTION 2026-R-99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HANSON PROFESSIONAL SERVICES INC. FOR THE MANGO DRIVE AND OLEANDER DRIVE DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palatka Public Works Department has received ongoing concerns from residents regarding recurring flooding issues in the Mango Drive and Oleander Drive area during periods of moderate to heavy rainfall; and

WHEREAS, stormwater runoff has historically accumulated throughout the neighborhood, resulting in roadway flooding, yard flooding, and in some instances water intrusion reaching or entering residential doorways; and

WHEREAS, the City desires to address these drainage issues and requested a proposal from Hanson Professional Services Inc. to provide professional engineering services for the design and permitting of drainage improvements within the affected area; and

WHEREAS, Hanson Professional Services Inc. has submitted a proposal to perform surveying, engineering design, stormwater analysis, utility coordination, permitting, construction plan preparation, bid document development, and bid administration services for the Mango Drive and Oleander Drive Drainage Improvements Project; and

WHEREAS, the total proposed cost for these services is One Hundred Fifty-Eight Thousand Eight Hundred Twenty-Four Dollars and Nineteen Cents ($158,824.19) using GL 101-18-519-6-6483; and

WHEREAS, the cost of the agreement exceeds the City Manager's spending authority, thereby requiring approval by the City Commission prior to execution; and

WHEREAS, the City Commission finds that approval of this agreement is in the best interest of the City and its residents and is necessary to advance the project into design and permitting so construction-ready documents may be developed.

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

Section 1. The City Commission hereby approves the Professional Engineering Services Agreement with Hanson Professional Services Inc. in the amount of $158,824.19 for the Mango Drive and Oleander Drive Drainage Improvements Project.

Section 2. The City Commission hereby authorizes the City Manager to execute the agreement and all related documents necessary to carry out the intent of this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 28th day of May 2026.

CITY OF PALATKA, FLORIDA

By: _____

ROBERTA CORREA MAYOR

ATTEST:

_____

KAREN HAYES, FCPC, CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____

JANE WEST, ESQ. CITY ATTORNEY

Adopt Resolution 2026-R-104 authorizing the expenditure of law enforcement trust funds in the amount not to exceed $10,000

STAFF REPORT

DATE: June 11, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS IN AN AMOUNT NOT TO EXCEED $10,000 TO PURCHASE SAFETY EQUIPMENT, TRAINING EQUIPMENT AND COMMUNITY SERVICE SUPPLIES

BACKGROUND

The Palatka Police Department is in need of various safety equipment, educational supplies, and training equipment. Florida Statute 932.7055 (5)(a-c) allows for the utilization of special law enforcement trust funds for such purposes as crime prevention, drug abuse education and prevention, or for other law enforcement purposes.

PROJECT ANALYSIS

Purchase safety equipment, training equipment and community service supplies in the amount not to exceed $10,000.

Staff Recommendation

Adopt Resolution

ATTACHMENTS

1.	104. Resolution 2025-R-104 Expenditure of Law Enforcement Trust Funds

RESOLUTION No. 202–R-104

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT TRUST FUNDS IN AN AMOUNT NOT TO EXCEED $10,000 TO PURCHASE SAFETY EQUIPMENT, TRAINING EQUIPMENT AND COMMUNITY SERVICE SUPPLIES; PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, the Palatka Police Department is in need of various safety equipment, educational supplies and training equipment; and

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

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

1. The Palatka Police Department is hereby authorized to expend Law Enforcement Trust Funds in an amount not to exceed $10,000 for the purchase of safety equipment, training equipment and community service supplies; and
2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. If necessary, 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 11th day of June 2026.

By: _____
Mayor: Roberta Correa

ATTEST:

_____
City Clerk: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney: Jane West, Esq.

ADOPT RESOLUTION 2026-R-107 Memorandum of Understanding for the Newtown Museum.
Agenda Item Number – 2026-R-107
Title of Item / Subject – Newtown Museum
Department / Division – Audrey Wise-Davis, Chairperson, Terrill Hill
Prepared By – Terrill Hill
Reviewed By – Community Affairs Director
Recommended Motion / Action – The Staff Recommendation is that the resolution be adopted.

STAFF REPORT

DATE: June 11, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The request is for the City Commissions to review and approve MOU for the Newtown Museum.

BACKGROUND

MOU attached with the details

PROJECT ANALYSIS

The African American Cultural Arts group has submitted an MOU for the Newtown Museum for review and approval.

Staff Recommendation

The Staff Recommendation is that the resolution be adopted.

ATTACHMENTS

1.	Newtown (MOU) June
2.	Email
3.	107. Resolution 2026-R-107 Newtown

MEMORANDUM OF UNDERSTANDING

Between

City of Palatka and Palatka Newtown Inc.

Regarding Operation of the Newtown Museum and Cultural Arts Center

Date: June

This Memorandum of Understanding (this "MOU") is entered into by and between the City of Palatka, a Florida municipal corporation ("City"), and Palatka Newtown Inc., a Florida not-for-profit corporation ("Newtown," and together with City, the "Parties," and each a "Party").

1. Purpose and Scope

1.1 Purpose. The purpose of this MOU is to outline the Parties' collaboration to operate the Newtown Museum and Cultural Arts Center (the "Museum") and to provide services necessary for the day-to-day running, programming, promotion, and community engagement of the Museum.

1.2 Binding Framework; Good Faith. Except for Sections 7 (Compensation and Profit Sharing), 10 (Term and Termination), 11 (Records and Reporting), 12 (Insurance and Risk Allocation), 13 (Compliance), 14 (Intellectual Property), and 16 (General Provisions), which are intended to be binding, this MOU reflects the Parties' present intentions and collaborative framework and does not create enforceable obligations. The Parties will work in good faith to carry out the objectives stated herein.

2. **Roles and Responsibilities of Palatka Newtown Inc.**

2.1 Operations and Staffing. Newtown will provide qualified staff and volunteers to manage and conduct the Museum's day-to-day operations, including guest services, facility opening/closing procedures, exhibit floor management, and visitor relations during posted hours of operation.

2.2 Event Coordination. Newtown will plan, schedule, and coordinate Museum programs and events, including cultural, educational, and community programming, and ensure appropriate event staffing, crowd management, and post-event wrap-up.

2.3 Exhibits and Collections. Newtown will identify, secure, and arrange for exhibits, displays, and related interpretive materials, including coordinating with lenders and artists; managing installation and deinstallation; and implementing reasonable exhibit care, handling, and basic preventive conservation standards consistent with lender requirements.

2.4 Tours and Education. Newtown will facilitate tours and educational experiences, including docent-led tours, school and group visits, and public presentations, and will develop and maintain tour scripts and educational materials.

2.5 Fundraising and Promotion. Newtown will host fundraisers and other promotional events to support the Museum's mission and operations; develop donor engagement and stewardship plans; and maintain donor records in accordance with applicable law and donor privacy commitments.

2.6 Collaboration with City. Newtown will collaborate with the City's Community Affairs Department to promote community partnerships,

highlight City history, and attract visitors, including joint marketing, media, and outreach initiatives.

2.7 Policies and Procedures. Newtown will develop, implement, and adhere to written policies and procedures for operations, visitor services, volunteers, events, and exhibit handling, and will provide copies to the City upon request.

3. Roles and Responsibilities of the City of Palatka

3.1 Facility Provision. City will provide space for the Museum, including all locker room space and the adjacent office connected to ADA ramp into the gym at the Robert H. Jenkins Gymnasium, and will make such space available for Museum operations during mutually agreed hours of operation, subject to public safety and City facility schedules.

3.2 Coordination and Support. City will coordinate with Newtown to design, create, promote, and manage the Museum facility, including participating in facility planning, branding, signage, and accessibility initiatives, and supporting co-branded marketing and public communications.

3.3 Fixed Costs. City will be responsible for fixed facility costs, including utilities, routine maintenance, and custodial services for common areas, to the extent such costs are not otherwise allocated by written agreement between the Parties.

3.4 Budgeted Support. City will budget at least $25,000 annually for Newtown’s services under this MOU, excluding fixed costs such as utilities and maintenance. Disbursement schedules, documentation requirements,

4. Profit Sharing and Event Revenues

4.1 Co-Sponsored Events. For co-sponsored events undertaken by mutual written agreement of the Parties, the Parties may enter into additional profit-sharing agreements specifying event budgets, revenue and cost allocations, in-kind contributions, and reconciliation procedures. Each such agreement will be in writing and signed by authorized representatives of both Parties and appended as an exhibit to this MOU.

Both parties agree to at least one major fundraising event annually to raise funds for the facility in an effort to offset costs. All net proceeds from that fundraising event will be used to offset the $25,000.00 City of Palatka annual contribution. Remaining net proceeds will be divided equally between the parties. Only the cosponsored annual event and any other mutually agreed upon co sponsored event can be used toward offsetting the annual $25,000.00 budget allocation from the City of Palatka to Palatka Newtown, Inc

4.2 Donations and Fundraising Proceeds. City will receive ten percent (10%) of donations from proceeds raised by Newtown in connection with Museum fundraising activities under this MOU. For clarity, “donations from proceeds” means gross donations and contributions received by Newtown through Museum-related fundraising activities, excluding grants restricted to non-sharing uses by the grantor and excluding third-party platform processing fees.

4.3 Accounting and Remittance. Newtown will provide a quarterly statement of fundraising donations and event revenue/expense reconciliations, with reasonable supporting documentation, and will remit amounts due to City within thirty (30) days after the end of each calendar quarter.

5. Facility Use and Access

5.1 Access and Security. City will provide Newtown reasonable access to the Museum space and designated storage areas, including the locker room space at the Robert H. Jenkins Gymnasium, during agreed hours. The Parties will coordinate key/card access, alarm codes, and security protocols.

5.2 Scheduling. The Parties will coordinate facility scheduling to avoid conflicts with other City activities. In the event of necessary City closures or public safety directives, City will provide prompt notice and will work with Newtown to reschedule affected programs. New will acquire prior approval of all special events at the museum.

5.3 Alterations and Installations. No alterations, fixtures, or permanent installations may be made without City's prior written consent. Temporary exhibit installations by Newtown must comply with City facility guidelines.

6. Marketing, Branding, and Public Communications

6.1 Co-Branding. Marketing materials will reflect appropriate City and Newtown recognition. Use of City marks will comply with City guidelines; use of Newtown marks will comply with Newtown guidelines.

6.2 Media and Outreach. The Parties will coordinate press releases, social media campaigns, and public announcements. Each Party will identify a communications point of contact in Exhibit B.

7. Compensation; Budget Administration

7.1 City Support. City's annual budgeted support described in Section 3.4 will be used for the services outlined in Section 2 and any agreed scope in Exhibit A. (If needed)

7.2 Invoices and Reporting. Newtown will submit quarterly invoices and activity reports, including narrative summaries of activities, attendance, programs delivered, and key performance indicators mutually agreed upon

7.3 No Other Compensation. Except as expressly stated, no other compensation is due under this MOU unless agreed in a written amendment or exhibit.

8. Term; Renewal; Termination

8.1 Term. This MOU will commence on July 1, 2026, and continue through June 30, 2031, unless terminated earlier as provided herein.

8.2 Renewal. The Parties may renew this MOU for additional terms of 5 years by mutual written agreement at least [60] days prior to expiration.

8.3 Termination for Convenience. Either Party may terminate this MOU for convenience upon [60] days' prior written notice.

8.4 Termination for Cause. Either Party may terminate for material breach not cured within [30] days after written notice describing the breach.

8.5 Effect of Termination. Upon expiration or termination, (a) Newtown will conclude operations in an orderly manner; (b) City access to and control of the facility will continue uninterrupted; (c) Newtown will deliver final reports and remit any outstanding amounts due to City; and (d) each Party will return the other's property and confidential information.

9. Financial Management and Records

9.1 Segregation of Funds. Newtown will maintain accurate books and records for Museum-related revenues and expenses and, where practical, segregate or cost-center Museum-related funds.

9.2 Audit Rights. Upon reasonable notice, City may review relevant Newtown financial records relating to Museum operations and fundraising proceeds for the sole purpose of verifying amounts due under this MOU.

9.3 Record Retention. Each Party will retain relevant records for at least [seven (7)] years following the applicable fiscal year.

10. Insurance and Risk Allocation

10.1 Insurance. Each Party will maintain commercially reasonable insurance customary for its operations, including general liability with limits not less than $250,000.00/$500,000.00 per individual/incident and workers' compensation as required by law. Newtown will require third-party vendors and contractors to carry appropriate insurance.

10.2 Indemnification. To the extent permitted by law, each Party will be responsible for its own negligent acts or omissions and those of its officers, employees, and agents. Nothing herein shall be construed as a waiver of City's sovereign immunity or limits of liability under applicable law.

10.3 Personal Property and Exhibits. Newtown will take reasonable care of loaned or exhibited items in its custody and comply with lender agreements. City is not responsible for loss or damage to third-party loaned items unless expressly assumed in a separate written agreement.

11. Compliance; Safety; Accessibility

11.1 Legal Compliance. Each Party will comply with applicable laws, regulations, and City facility policies in connection with Museum operations and programming.

11.2 Safety. The Parties will implement reasonable safety, emergency, and incident reporting procedures, including visitor safety and staff training appropriate to the Museum environment.

11.3 Accessibility. The Parties will collaborate to promote accessibility of the Museum's programs and communications.

12. Data, Privacy, and Confidentiality

12.1 Donor and Visitor Data. Newtown will collect, store, and use donor and visitor information consistent with applicable privacy laws and stated privacy commitments. Donor lists will be treated as confidential, subject to legal disclosure obligations applicable to City.

12.2 Confidential Information. Each Party will use the other's nonpublic information solely for purposes of this MOU and protect it from unauthorized disclosure, subject to applicable public records laws.

13. Intellectual Property

13.1 Ownership. Each Party retains ownership of its pre-existing intellectual property, names, and logos. Newly created co-branded materials will be owned as agreed in writing; absent such agreement, each Party has a non-exclusive right to use for Museum-related purposes.

13.2 Permissions. Newtown is responsible for securing rights and permissions for exhibits, images, and materials it displays or distributes.

14. Independent Status; No Agency

14.1 Independent Parties. The Parties are independent entities. Nothing herein creates a partnership, joint venture, employment, or agency relationship.

14.2 No Authority to Bind. Neither Party may bind the other without express written authorization.

15. Notices

15.1 Notices. Notices under this MOU will be in writing and deemed given upon personal delivery, certified mail, or recognized courier to the addresses below, or as updated by written notice:

City of Palatka Attn: City Manager, 201 N. 2nd St, Palatka, FL 32177

Palatka Newtown Inc. Attn: Audrey Wise-Davis, 807 St. Johns Ave., Palatka, FL 32177

16. Dispute Resolution

16.1 Good-Faith Discussions. The Parties will first attempt in good faith to resolve disputes through discussions between designated representatives.

16.2 Escalation. If unresolved within [30] days, the matter may be escalated to senior leadership of both Parties for further discussion before any formal action is taken.

17. Public Records and Open Meetings

17.1 Public Records. To the extent applicable, the Parties will comply with public records laws. Newtown will provide City with records related to this

MOU as reasonably necessary for City to respond to lawful public records requests.

17.2 Open Meetings. If and to the extent applicable, meetings required by this MOU will comply with applicable open meetings requirements.

18. General Provisions

18.1 Non-Assignment. Neither Party may assign this MOU without the other Party's prior written consent, except to a successor in interest by operation of law.

18.2 Entire Agreement; Amendments. This MOU, with its exhibits, is the entire agreement regarding its subject matter and may be amended only by a writing signed by both Parties.

18.3 Severability. If any provision is held invalid, the remainder will continue in effect.

18.4 Counterparts; Electronic Signatures. This MOU may be executed in counterparts and by electronic signatures, each deemed an original and together one instrument.

18.5 Governing Law; Venue. This MOU will be governed by the laws of the State of Florida. Venue for any action arising hereunder will be in a court of competent jurisdiction located in [Putnam County], Florida.

19. Points of Contact

City Project Lead: Eddie Cutwright, Community Affairs Director,

Newtown Project Lead: Audrey Wise-Davis, Chairperson

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

City of Palatka By: _____ Name: _____ Title: _____ Date: _____

Palatka Newtown Inc. By: _____ Name: _____ Title: _____ Date: _____

Approved as to form and legality: By: _____ Name: _____ Title: _____ Date: _____

Outlook

Fwd: Review of MOU – Newtown African American Museum

From Jane West <jwest@palatka-fl.gov>
Date Wed 6/3/2026 10:32 AM
To Karen Hayes <khayes@palatka-fl.gov>

Sent from my iPhone

Begin forwarded message:

> **From:** Eddie Cutwright <ecutwright@palatka-fl.gov>
> **Date:** April 29, 2026 at 3:15:04 PM EDT
> **Subject: RE: Review of MOU – Newtown African American Museum**
>
> Thank you Matlock, I will bring this back to them.
>
> Eddie Cutwright
> 1900 Napoleon St
> Palatka, FL 32177
> Office Phone: 386-312-2111
> Work CellPhone: 386-983-1254
> ecutwright@palatka-fl.gov
>
> Community Recreation Programs | Palatka, FL - Official Website (palatka-fl.gov)
>
> "The **mission** of **Community Affairs** is to form partnerships for engagement scholarship across teaching, research and service to generate, transmit, apply and preserve knowledge in collaboration with community partners for the mutual benefit of our community, and to provide intercultural leadership for the community"

From: Jane West <jwest@palatka-fl.gov>
Sent: Wednesday, April 29, 2026 2:54 PM
To: Eddie Cutwright <ecutwright@palatka-fl.gov>; Jason Shaw <jshaw@palatka-fl.gov>
Subject: Re: Review of MOU – Newtown African American Museum

Eddie,
Couple of things:

Section 1.2 Non-binding, except for binding language - that is internally inconsistent - it creates a partially binding contract without full contract safeguards. We are either contractually bound or not, sitting halfway on the fence won't work.

Section 3.4 - Committing the City to $25K annually for 5 years (and potentially longer if the MOU is renewed) - is problematic because it creates a binding multi-year financial obligation. If it was expressly subject to an annual appropriation, that may be more acceptable. Consider revising the language as follows: "Notwithstanding anything herein, the City's financial obligations under this Agreement are subject to annual appropriation by the City Commission. In the event funds are not appropriated, the City may terminate this Agreement without penalty upon written notice."

Section 4.1 - The revenue sharing clause is vague and there is no enforcement mechanism. We've had significant issues with the golf course on revenue sharing and I see this as setting the City up for the same kind of issues. "Donations from proceeds" is vague, I can see how there might be disputes on how that is calculated.

Section 8.3 - Termination for Convenience - the termination clause needs to include termination for cause in order to cover reasons like conflicts of interest and non-performance.

Section 10.1 - Insurance - since the legislature raised sovereign immunity caps this session, the insurance requirements will need to be raised.

Section 12.2 - Confidential Information - no such thing unless there is a specific exemption under Fla. Stat. 119 and I don't see one here. Revise to: Newtown shall keep and maintain public records required by the City. Provide public access to records in accordance with Chapter 119, F.S. Ensure records are retained in accordance with Florida law. Transfer all public records to the City upon termination."

More generally, there is a procurement issue. There is no indication of competitive procurement which will expose us to legal liability. Fix this through sole-source justification or a professional services exemption

Exhibit A is missing and presumably that contains the scope of what payments would be tied to?

Jane West, Esq.
City Attorney
201 N. 2nd Street
Palatka, FL 32177
(386)329-0100 x 2073

CITY of Palatka FLORIDA

201 N. 2nd Street
Palatka, FL 32177

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

From: Eddie Cutwright <ecutwright@palatka-fl.gov>
Sent: Wednesday, April 29, 2026 2:09 PM
To: Jason Shaw <jshaw@palatka-fl.gov>; Jane West <jwest@palatka-fl.gov>
Subject: Review of MOU – Newtown African American Museum

Chief Shaw and CA West,
Please review the attached MOU for the Newtown African American Museum. If you approve of the agreement, I would like to include it on the next agenda.
Make any edits or revisions you feel are necessary and send them back to me so I can continue the conversation with their team.

Eddie Cutwright
1900 Napoleon St
Palatka, FL 32177
Office Phone: 386-312-2111
Work CellPhone: 386-983-1254
ecutwright@palatka-fl.gov

Community Recreation Programs | Palatka, FL - Official Website (palatka-fl.gov)

"The **mission** of **Community Affairs** is to form partnerships for engagement scholarship across teaching, research and service to generate, transmit, apply and preserve knowledge in collaboration with community partners for the mutual benefit of our community, and to provide intercultural leadership for the community"
<image001.

PRIVILEGE AND CONFIDENTIALITY NOTICE: This communication and any attachments thereto, constitute an "electronic communication" within the meaning of the Electronic Communications Privacy Act, 18 U.S.C. 2520-2521 and is privileged. It may also be privileged or otherwise protected by the attorney-client and work product privileges or other legal rules. Furthermore, this email, including any attachments, contains confidential and/or privileged information belonging to the sender. The contents of this e-mail and any attachments are intended only for the use of the addressee(s), individual(s), party or parties named above. If you are not the intended recipient, or if this message has been addressed to you in error, please immediately notify us of the error by reply email, and then delete this email and its attachments immediately.

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Resolution 2026-R-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALATKA AND PALATKA NEWTOWN, INC., REGARDING THE OPERATION OF THE NEWTOWN MUSEUM AND CULTURAL ARTS CENTER; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palatka ("City") desires to collaborate with Palatka Newtown Inc. ("Newtown"), a Florida not-for-profit corporation, for the operation and programming of the Newtown Museum and Cultural Arts Center ("Museum"); and

WHEREAS, the City and Newtown have negotiated a Memorandum of Understanding ("MOU") establishing their respective roles, responsibilities, financial arrangements, operational procedures, and cooperative framework for the management and promotion of the Museum; and

WHEREAS, the MOU outlines the intent of the Parties to work collaboratively to support the Museum's mission, programming, exhibits, events, community engagement, and ongoing development; and

WHEREAS, the City Commission of the City of Palatka finds it in the best interest of the City and its residents to enter into this MOU with Palatka Newtown Inc.

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

Section 1. Approval of Memorandum of Understanding.
The City Commission hereby approves the Memorandum of Understanding between the City of Palatka and Palatka Newtown Inc., regarding the operation, programming, promotion, and management of the Newtown Museum and Cultural Arts Center, substantially in the form attached hereto as Exhibit A.

Section 2. Authorization to Execute.
The Mayor and City Manager are hereby authorized to execute the Memorandum of Understanding and any related documents necessary to carry out the intent of this Resolution, subject to legal review.

Section 3. Implementation.
City staff is authorized to take all necessary actions to implement the terms of the MOU, including coordination with Palatka Newtown Inc. regarding operations, scheduling, financial administration, facility access, reporting, marketing, fundraising, and other collaborative responsibilities as set forth in the MOU.

Section 4. Effective Date.
This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 11th day of June 2026.

CITY OF PALATKA, FLORIDA

By: _____
Mayor Roberta Correa

ATTEST:

_____
City Clerk Karen Hayes

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney Jane West

ADOPT RESOLUTION 2026-R-105 granting a special events permit to Mark Rinaman for the Amara Zee Port Call for the Tall Ship Amara Zee Visits Palatka.
Event Date or Dates– June 20th through July 11th 2026
Agenda Item Number – 2026-R-105
Title of Item / Subject – Amara Zee Port Call
Department / Division – Amara Zee Port Call
Prepared By – Mark Rinaman
Reviewed By – Special Events Team
Recommended Motion / Action – The Staff Recommendation is that the application be approved, and the resolution be adopted.

STAFF REPORT

DATE: June 11, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST
It is to set the ship up at the Palatka docks for a period of time.

BACKGROUND
Performances, shows and music from the ship, the ship will pull out on June 27th and return on July 1st and stay until the 11th.

PROJECT ANALYSIS
Mark Rinaman has submitted an event application for the Port Amara Zee on June 20th through July 11th at the Palatka Boat Docks.

Staff Recommendation
The Staff Recommendation is that the application be approved, and the resolution be adopted.

ATTACHMENTS

1.	Amara Zee Port Call application
2.	105. Resolution 2026-R-105 Amara Zee Port Call 2026 resolution

Special Events Department Coordination Checklist

Event Name: Amara Zee Port Call Event Date/s 07-01thru 07-05
Organization/Applicant: Amara Zee Port Call
Meeting Date: 5-14-26

Check w/ marlene about access to lounge.

Department	Requirements / Notes	
City Police	Officers Required:	
	Rolling Patrol:	N/A
	Times/Schedule:	
	Traffic Control Needed:	
Fire Department	Personnel Required:	
	Fire Inspection Needed:	Situational awareness
	Emergency Access Reviewed:	
EMS Services	EMS Required:	
	Number of Personnel:	N/A
	Ambulance/Medical Station Location:	
	Service Times:	
Public Works	Cones Needed:	
	Barricades Needed:	N/A
	Road Closures Needed:	
	- Open Restrooms	
Sanitation	Garbage Containers Requested:	
	Dumpster Placement:	N/A
	Cleanup Plan Reviewed:	

Additional Notes

Ship will move out on ~~26th~~ 27th and Returning the 1st

vetted 05/14/20

CITY of Palatka FLORIDA

Date Received: 4/20/20

Permit Classification: _____

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Mark Rinaman

   Address: 236 West 4th St. Jacksonville FL 32206

   Email: mark.rinaman@amarazee.org

   Phone: 904 316-0953

2. Secondary Contact: Bob Griffin

   Address: 309 River St. Palatka, FL 32177

   Email: RKGFLA@yahoo.com

   Phone: 904 338 5812

3. Event Sponsor/Organization: Amara Zee Port Call

   Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Amara Zee Port Call

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

   Tall ship Amara Zee visits Palatka (attached)

6. Event Location (911 Address): 301 River St.

7. Road Closures: ex. **St. Johns Avenue** from **First Street** to **Second Street**

   NA 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: Mark Rinaman Cell Phone: 904 316-0953

Name: Bob Griffin Cell Phone: 904 338 5812

9. Please fill in below for each day within the event.

Date(s) of Event:	Hours:	Amplified Sound:	Alcohol:	Attendance	
Setup:					
6/20/26	__:__ to __:__	__:__ to __:__	__:__ to __:__	drop off date	
Event:					
6/24/26	7:PM to 9:PM	7:__ to 9:__	__:__ to NA	100	Hamlet
7/1/26	6:PM to 8:PM	6:__ to 8:__	__:__ to NA	100	Opera
7/3/26	6:PM to 8:PM	6:__ to 8:__	__:__ to NA	100	Americana
2 → ~~7/4/26~~	~~6:PM to 8:PM~~	6:__ to 8:__	__:__ to NA	100	Brass band
7 7/5/26	6:pm to 8:pm	6:__ to 8:__	__:__ to NA	100	Brass band
7/8/26	6:pm to 8PM	__:__ to __:__	__:__ to __:__	~~100~~	30-80
7/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__		
Breakdown:					
7/11/26	9:AM to 11:AM	__:__ to __:__	__:__ to __:__		

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

Past attendance

11. Number and type of auxiliary vehicles/ equipment: ~~Boston~~ Whaler

2 Watercraft _____ Aircraft _____ Utility Vehicles/Golf Carts _____ Other: _____

12. Any special effects or pyrotechnics (i.e. explos ves, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

NA

Include date and time:

__/__/__ __:__ to __:__ __:__ to __:__

13. Will transport vehicles be utilized? If so, please describe.

NA

14. Number of staff/ volunteer: 5 Uniform identification: _____

REQUIRED ATTACHMENTS

☑ Site Plan (see checklist)

- ☑ Parking
- Number and location of food vendors
- Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
- Street Closures/Barricades/Detours
- Garbage Containers
- Parade/Marching Route
- Event Headquarters
- Number and location of temporary signs/banners
- Sound system(s) location
- Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.
- Main emergency vehicle access to site
- Location of security and emergency vehicle parking on site
- Carnival location (if any)
- Number/location of portable toilets

☑ Tentative Schedule of Events

☑ 501(C) (3) Certificate of Exemption # _____

☑ Nonprofit articles of incorporation, charter and mission statement

☐ Consent letter (event property): property owners on which special event location is held if not city owned

☐ Fire resistive rating certificates (tents, fabrics, etc.)

☐ Example of special event vendor permits provided

☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)

List certificates required: _____

☐ Alcohol liability certificate of insurance- city as "additional insured"

☐ Alcohol license (copy)

☑ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

☐ **CLASS A**: $300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**

☐ **CLASS B**: $100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**

☑ **CLASS C**: $50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

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

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

(a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
   (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
   (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.

(b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than $1,000,000.00 per person for bodily injury or death, $2,000,000.00 per occurrence for bodily injury or death and $500,000.00 per occurrence for property damage, naming the city as "additional insured".

(c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of $500,000.00 which shall name the city as additional insured.

(d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

(Ord. No. 10-34, I(Exh. 1), 12-9-2010)

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.

2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

Bob Griffith
Signature of Applicant

4/14/26
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 14 day of April, 2026, by Bob Griffith, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

DANA MCNEILL
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 636063
MY COMMISSION EXPIRES FEB. 03, 2029

Dana McNeill
Signature of Notary Public, State of FL

APPLICATION APPROVED

Special Events Coordinator — Date

Chief of Police — Date

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.

2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.

3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.

4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.

5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (Tag showing inspection within 1 year of event date). Same as a regular inspection tag check.
2. Vendors deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company. In addition to the ABC, they must have a K class. No K, no frying.
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1. Check fire retardant label on the tent and on the side curtains.
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96. If they want to cook meats inside a concession trailer, they must have a hood and suppression system. No exceptions.
5. The Department of Business and Professional Regulation will inspect all vendors prior to opening for business. Event staff will coordinate the overall inspection time.

Exceptions:

   a. Non-profit organizations. The vendor must have a State of Florida Tax Exemptions Certificate, issued in the name of the vendor on site.
   b. Vendors selling food items not prepared on site, i.e. pre-packaged. The exceptions a. and b. are only for state inspectors. All vendors must comply with the city's special event requirements.

Vendor RV Camping

1. Temporary camping with motor homes, 5th wheels, and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.
2. Under NO circumstances will any gray or black water be dumped, except into a proper disposal facility (At this time, the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.
3. Parking of RV campers will insure that no driveway, street, or parking lot is blocked or obstructing traffic.
4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vender RVs.

City of Palatka
Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDAUL 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.

Bob Griffin — Signature of Applicant

4/14/26 City Dock — Name of Facility being used

Bob Griffin — Print Name of Applicant

June/July '26 — Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 14 day of April, 2026, by Bob Griffin, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

DANA MCNEILL
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 636063
MY COMMISSION EXPIRES FEB. 03, 2029

Dana McNeill
Signature of Notary Public, State of FL

Port Call Palatka 2026

The Amara Zee will conduct multiple musical and other cultural events for Palatka's citizens and visitors. She will dock at the end of the city dock. At this site she also serves as a tourist attraction for the City of Palatka. On previous port visits to Palatka she has attracted hundreds of visitors just to see this unique tall ship.

June 20th, arriving on the weekend.

June 24th, Wednesday, 7PM , "Hamlet" a one man show.

July 1st, Wednesday, 6 PM, Bold City Opera.

July 3rd, Friday, Acoustic Americana, 6PM, a Woody Guthrie, Pete Seegar tribute.

July 4th, Saturday, Junco Royals, 6PM, big brass jazz band.

July 11th, departing on the weekend.

The ship is operated by a non-profit cooperation and crewed by volunteers from Palatka and other St Johns River ports. The St Johns Riverkeeper uses Amara Zee as a base for scientific monitoring of water quality for the St Johns River. Boy Scouts of America conduct projects and campouts on board.

We request the Amara Zee be allowed to tie up at the end of the Palatka City Dock for her regular port call. We are interested in Palatka serving as a seasonal home base. She can be "Palatka's Tall Ship". The City of Palatka's Mary Lawson Brown Marina to provide restrooms and showers for Amara Zee crew and Riverkeeper researchers when in port.

To enhance operations and entertainment potential, the city provides the ship with an electrical hookup of 20 amp power to the end of the dock. As a non-profit, we would welcome any sponsorship or other grants the city might have available to support our cultural mission. The Putnam Tourist Development Commission has awarded us a grant for this year.

Contact Mark Rinaman: mark.rinaman@amarazee.org
Bob Griffin: rkgfla@yahoo.com, 904-338-5812

For information on the previous uses of the Amara Zee, see
https://www.nauticapedia.ca/Gallery/Amara_Zee.php

Site Plan

Attached
Parking - Boat Ramp and Tilghman house parking lots
Number and location of food vendors – N/A
Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands – N/A
Street Closures/Barricades/Detours– N/A
Garbage Containers– N/A
Parade/Marching Route– N/A
Event Headquarters – Amara Zee
Number and location of temporary signs/banners– N/A
Sound system(s) location – Aboard the Amara Zee
Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents,booths, etc. – Chairs at the end of the city dock.
Main emergency vehicle access to site – City Dock parking lot
Location of security and emergency vehicle parking on site – N/A
Carnival location (if any) – N/A
Number/location of portable toilets– N/A

Tentative Schedule of Events

June 20th, arriving on the weekend.

June 24th, Wednesday, 7PM , "Hamlet" a one man show.

July 1st, Wednesday, 6 PM, Bold City Opera.

July 3rd, Friday, Acoustic Americana, 6PM, a Woody Guthrie, Pete Seegar tribute.

July 4th, Saturday, Junco Royals, 6PM, big brass jazz band.

July 11th, departing on the weekend.

x☐ 501(C) (3) Certificate of Exemption # N96000000082

x☐ 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 N/A
☐ Fire resistive rating certificates (tents, fabrics, etc.) -N/A
☐ 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) -N/A
List certificates required: _____
☐ Alcohol liability certificate of insurance- city as "additional insured" -N/A
☐ Alcohol license (co py) -N/A
x☐ Signed Conditions and Agreement Form

FILED
95 APR -
SECRETARY OF STATE
VISION OF CORPORATIONS

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
National Caravan Stage Company, Inc.
A NOT FOR PROFIT CORPORATION

Pursuant tri the provision of section 617.1006, Florida Statues, this corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted: ARTICLE III PURPOSE

Article III Purpose is hereby amended to read as follows:

The specific purpose(s) for which the corporation is organized is (are):

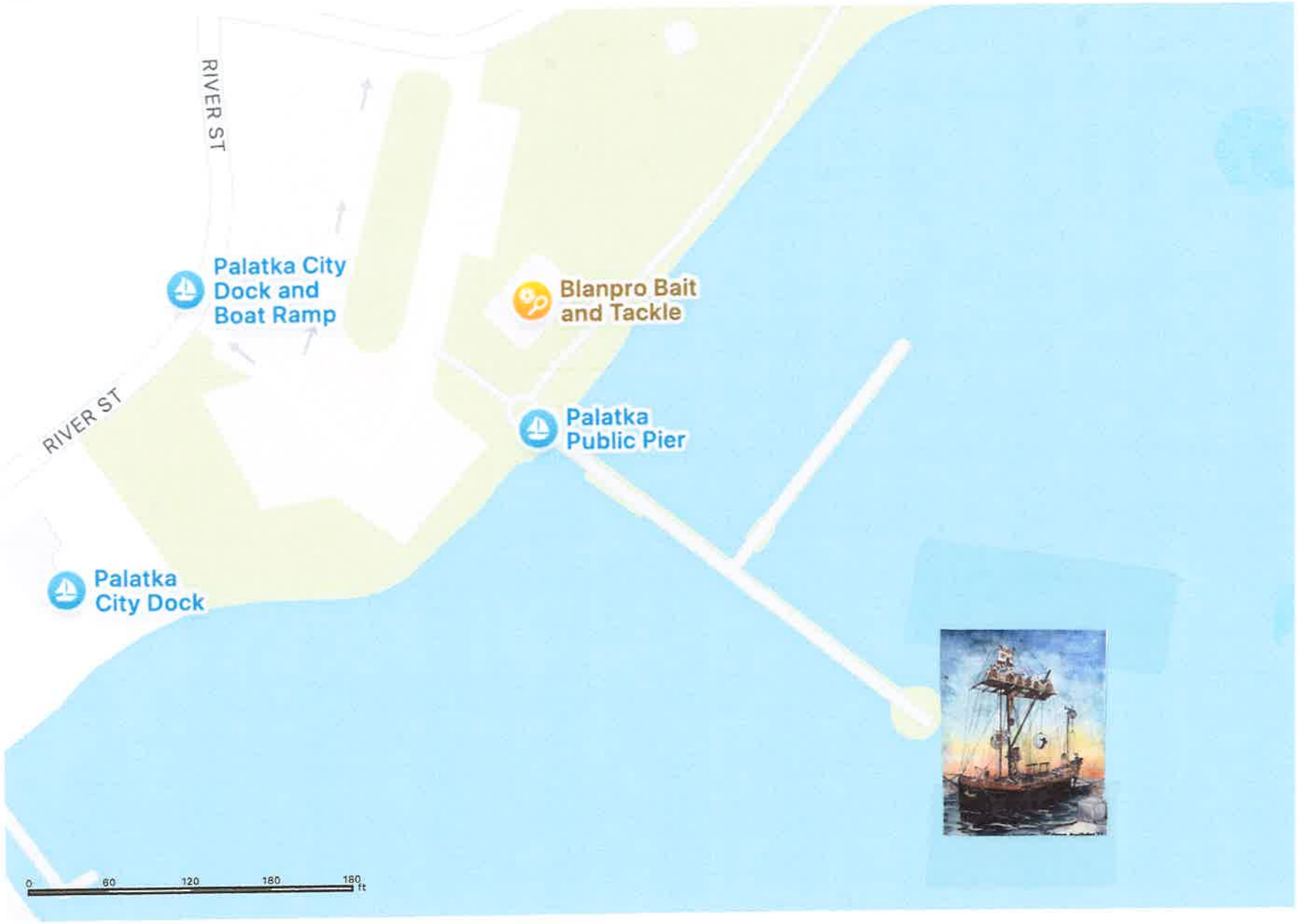
SECTION I:

a) to promote interest in and the study of arts generally and literature, drama and music in particular;
b) to promote interest in and the study of the environment generally and the ecology of water and land in particular ;
c) to advance knowledge and appreciation or and to stimulate interest in the culture traditions and ecology of drama, music and literature by readings, theatrical performances, concerts, workshops, courses, and seminars;
d) to advance knowledge and appreciation of and to stimulate interest in the culture tradition and ecology of the environment by readings, workshops, courses, theatrical performances and concerts;
e) to provide facilities for education and instruction in drama, music, literature, ecology and the environment ;
f) to provide improved opportunities for artistic talents and to advance the developments of the arts and ecology;
g) for the objects aforesaid to acquire and construct such property as may be required ;
h) to accept gifts, legacies, properties, chattels, devises and requests, and to hold, invest, expend and deal with the same in furtherance of the objects of the Corporation.

SECTION II:

a) The purpose for which the National Caravan is organized are exclusively religious, charitable, scientific, literary and educational within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

Wilson Cove
Florida



RESOLUTION NO. 2026-R-105

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO MARK RINAMAN OF AMARA ZEE PORT CALL FOR TALL SHIP AMARA ZEE BE HELD ON JUNE 20TH UNTIL JULY 11TH 2026, SETTING FORTH THE PROVISIONS OF THE PERMIT; FOR AMPLIFIED SOUND, AND PROVIDING FOR SCRIVENER'S ERRORS; FOR AMPLIFIED SOUND, AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS Mark Rinaman with Amara Zee Port Call has applied for noise permit and use of the Palatka Boat docks.

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 Amara Zee Port Call is hereby granted to Mark Rinaman with the following provisions and stipulations:

a) A Class "C" Special Events Permit is hereby granted for the event to be held during the days and 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 11th day of June, 2026.

By: _____
Mayor: Roberta Correa

ATTEST:

_____
City Clerk: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney: Jane West, Esq.

Adopt RESOLUTION 2026-R-106 ACCEPTING THE FDOT GRANT AGREEMENT OF $39,315.00 FOR THE CONSTRUCTION OF TAXIWAY E AT LT KAY LARKIN MUNICIPAL AIRPORT
RESOLUTION 2026-R-106-ACCEPTING THE FDOT GRANT AGREEMENT OF $39,315.00 FOR THE CONSTRUCTION OF TAXIWAY E AT LT KAY LARKIN MUNICIPAL AIRPORT

STAFF REPORT

DATE: June 11, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt Resolution 2026-R-106

BACKGROUND

The City Commission of the City of Palatka has approved the construction of Taxiway E at Lt Kay Larkin Municipal Airport (28J) and has received funding for the design and construction of the taxiway. FDOT is offering additional funds in the amount of $39,315.00 for the project.

PROJECT ANALYSIS

This funding does not require any City match and is therefore supportive of the City's efforts without additional financial obligation.

Staff Recommendation

Staff recommends the adoption of Resolution 2026-R-106

ATTACHMENTS

1.	Draft PTGA_FM#441842-5_28J TWY E Phase 1 Construct PFL0015177
2.	106. Resolution 2026-R-106 ACCEPTING FDOT GRANT AWARD OF $39,315 FOR THE CONSTRUCTION OF TAXIWAY E

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
441842-5-94-02		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55022020228
				Vendor Number:	VF596000401043
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in PALATKA MUNICIPAL LT KAY LARKIN FIELD TWY "E" PHASE 1 CONSTRUCT PFL0015177, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

X Exhibit A: Project Description and Responsibilities
X Exhibit B: Schedule of Financial Assistance
__ *Exhibit B1: Deferred Reimbursement Financial Provisions
__ *Exhibit B2: Advance Payment Financial Provisions
__ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
X *Exhibit C: Terms and Conditions of Construction
X Exhibit D: Agency Resolution
X Exhibit E: Program Specific Terms and Conditions
X Exhibit E1: Prohibition Based on Health Care Choices
__ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2029. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $39,315. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $39,315 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

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

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

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

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

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

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

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

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

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

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

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

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

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

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

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

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

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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

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

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

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

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

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

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

AGENCY City of Palatka	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name: _____	Name: James M. Knight, P.E.
Title: _____	Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): PALATKA MUNICIPAL LT KAY LARKIN FIELD TWY "E" PHASE 1 CONSTRUCT PFL0015177

B. Project Location (limits, city, county): Palatka Municipal/Lt Kay Larkin Field/Palatka, FL/Putnam
[X] Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Taxiway Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, airfield lighting system, signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), drainage, stormwater structures, utilities, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to complete this taxiway construction project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): PALATKA MUNICIPAL LT KAY LARKIN FIELD TWY "E" PHASE 1 CONSTRUCT PFL0015177

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

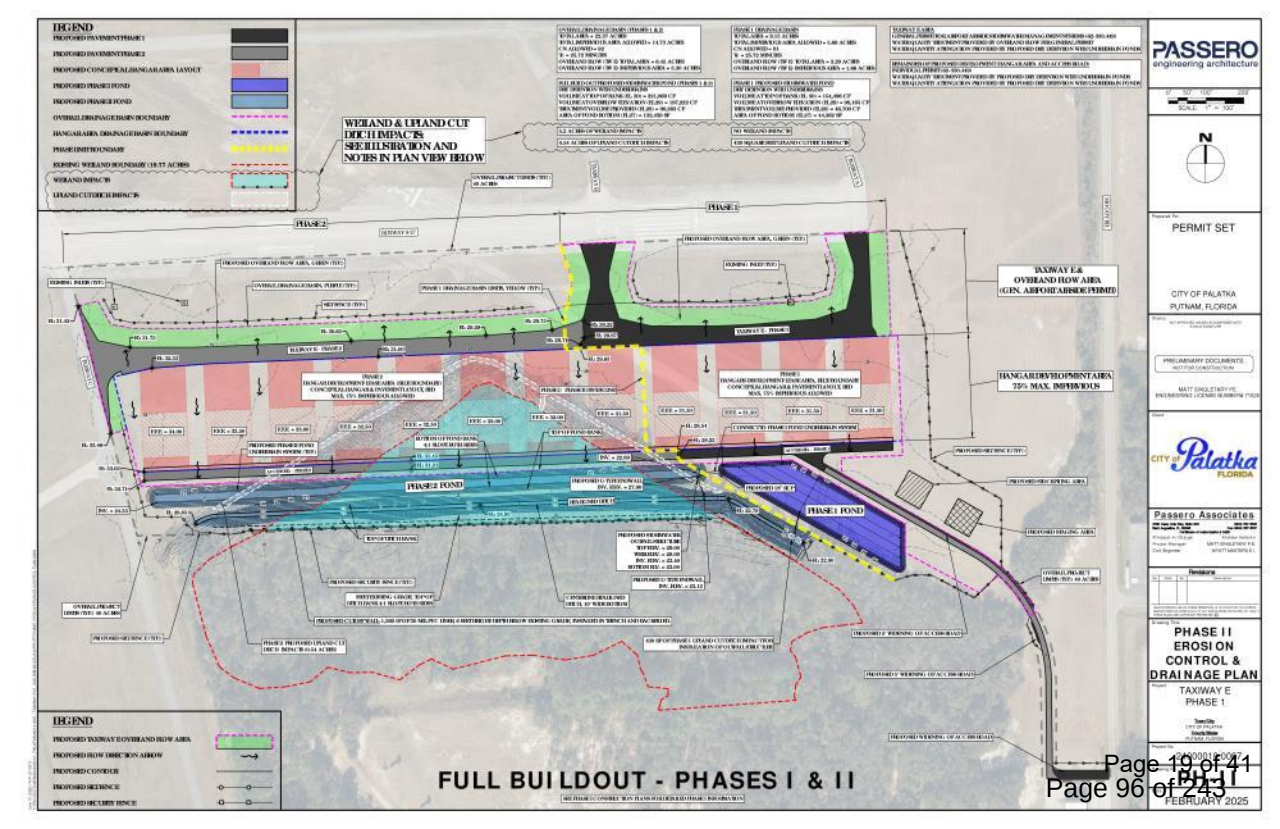

LEGEND
PROPOSED PAVEMENT PHASE 1
PROPOSED PAVEMENT PHASE 2
PROPOSED CONCEPTUAL HANGAR AREA LAYOUT
PROPOSED PHASE 1 POND
PROPOSED PHASE 2 POND
OVERALL DRAINAGE BASIN BOUNDARY
HANGAR AREA DRAINAGE BASIN BOUNDARY
PHASE LIMITS BOUNDARY
EXISTING WETLAND BOUNDARY (10.77 ACRES)
WETLAND IMPACTS
UPLAND CUTDITCH IMPACTS
WETLAND & UPLAND CUT DITCH IMPACTS: SEE ILLUSTRATION AND NOTES IN PLAN VIEW BELOW
PHASE 1
PHASE 2
TAXIWAY E-6 OVERHAND FLOW AREA (GEN. AIRPORT AIRSIDE PERIMETER)
HANGAR DEVELOPMENT AREA 75% MAX IMPERVIOUS
PHASE 2 POND
PHASE 1 POND
PROPOSED DRIVE
PROPOSED OFFICE
PROPOSED HANGAR
PROPOSED FENCING AREA
PROPOSED SECURITY GATE
PROPOSED SECURITY FENCE
PROPOSED WARNING LIGHTS
PROPOSED TIE DOWNS
PROPOSED TAXIWAY E
PROPOSED TAXIWAY E WARNING LIGHTS
PROPOSED TAXIWAY E WARNING SIGNS

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441842-5-94-02	DPTO	088719	2026	751000	55.004	Aviation Grant Program	$39,315.00
	Total Financial Assistance						$39,315.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$39,315.00	$0.00	$0.00	$39,315.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$39,315.00	$0.00	$0.00	$39,315.00			

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

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

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

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

Christina Nalsen

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Christina Nalsen (email: christina.nalsen@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

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

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

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

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

c. Local Government Requirements
- Airport Zoning Ordinance
- Local Comprehensive Plan

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

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

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

b. Local Government Requirements
- Local Building Codes
- Local Zoning Codes

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

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

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

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

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

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

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

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

3. **Preserving Rights and Powers.**

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

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

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

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

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

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

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

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

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

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

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

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

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

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

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

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

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

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

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

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

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

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

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

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

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

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

– End of Exhibit E4 –

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $39,315

*The award amount may change with amendments

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

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

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

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

RESOLUTION 2026-R-106

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING THE GRANT AGREEMENT FROM FDOT FOR THE CONSTRUCTION OF TAXIWAY AT LT KAY LARKIN AIRPORT (28J) IN THE AMOUNT OF $39,315.00 WITH NO CITY MATCH, AND PROVIDING FOR SCRIVENER'S ERRORS.

WHEREAS, the City of Palatka owns and operates Lt Kay Larkin Municipal Airport (28J); and

WHEREAS, the City has received funding to support the construction of Taxiway E at the same airport; and

WHEREAS, Florida Department of Transportation (FDOT) has provided a grant agreement for the amount of $39,315 with no City match for the construction of Taxiway E; and

WHEREAS, the City Commission finds that it is in its best interests to continue the construction of Taxiway E;

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

1. The City Commission hereby approves the FDOT grant award for the amount of $39,315.00 with no City match.
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 11th day of June 2026.

By: _____
Mayor: Roberta Correa

ATTEST:

_____
City Clerk: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney: Jane West, Esq.

Adopt Resolution 2026-R-108 for the Change Order of $115,550.00 to R &M Service Solutions for the additional purchase of a line stop and 4 additional bell restraints for the 24in Gate Valve Replacement project.
Department:Water and Sewer Superintendent
Meeting Date : June 11, 2026
Prepared by: Amanda Turbeville and Eli Higginbotham
Approval of Resolution 2026-R-108 Authorizing Change Order No. 1 with R&M Service Solutions for Additional Services and Materials Required for the 24-Inch Water Main Valve Replacement Project in the Amount of $115,550.00

STAFF REPORT

DATE: June 11, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Approve Resolution 2026-R-108 authorizing Change Order No. 1 with R&M Service Solutions in the amount of $115,550.00 for the emergency replacement of a failed 24-inch water valve located on the City's primary water transmission line from the water treatment plant. The original project was previously approved by the commission under 2026-R-21 and Purchase Order No. 78767 in the amount of $182,255.00. The additional funding will be charged to G/L Account No. 041-13-536-6-6400, bringing the total project cost to $297,805.00.

BACKGROUND

The Water & Sewer Department identified a failure in a 24-inch water valve located on the City's primary water transmission line from the water treatment plant. Due to the critical nature of this infrastructure, replacement of the valve is necessary to maintain reliable water service and prevent potential disruptions to the City's water distribution system.

The City Commission previously approved this project through Resolution 2026-R-21 and authorized the use of R&M Service Solutions under Purchase Order No. 78767 in the amount of $182,255.00. During the pre-construction meeting held on May 13, 2026, it was determined that an additional line stop would be required to perform the valve replacement while maintaining continuous water service to City residents and businesses. This additional line stop will allow the work to be completed without interruption to the City's water supply.

Additionally, bell restraints are required to prevent the 24-inch water main from separating under the pressure created during the line stop operation. These additional requirements were not identified during the initial project planning but were determined to be necessary to safely complete the work and protect the integrity of the City's water transmission infrastructure.

As a result, R&M Service Solutions has submitted Change Order No. 1 in the amount of $115,550.00, increasing the total project cost from $182,255.00 to $297,805.00.

Funding for the change order is already available within the Water & Sewer Department budget and will be charged to G/L Account No. 041-13-536-6-6400. No additional budget appropriation or budget amendment is required.

Approval of Resolution 2026-R-108 will authorize Change Order No. 1 with R&M Service Solutions, allowing the project to proceed without delay and ensuring the continued reliability and operation of the City's water transmission system.

PROJECT ANALYSIS

The Water & Sewer Department identified a failure in a 24-inch water valve located on the City's main water transmission line from the water treatment plant. Due to the critical nature of this infrastructure, replacement of the valve is necessary to maintain reliable water service and prevent potential disruptions to the City's water distribution system.

The City Commission previously approved the project with R&M Service Solutions under Purchase Order No. 78767 in the amount of $182,255.00. During the pre-construction meeting held on May 13, 2026, it was determined that an additional line stop would be required to perform the valve replacement while maintaining continuous water service to the City. This additional line stop is necessary to isolate the work area and avoid a major interruption to the City's water supply.

Additionally, bell restraints are required to prevent the 24-inch water main from separating under the pressure created during the line stop operation. These items were not identified during the initial project planning but are essential to safely complete the work and protect the integrity of the water transmission system.

The proposed Change Order No. 1 in the amount of $115,550.00 will provide the additional services, equipment, and materials necessary to complete the project. Upon approval, the revised project total will increase from $182,255.00 to $297,805.00.

Funding for this change order is available within the Water & Sewer Department budget and has already been identified to cover the additional project costs. The change order will be funded through G/L Account No. 041-13-536-6-6400.

Staff Recommendation

Staff recommends approval of Resolution 2026-R-108, authorizing Change Order No. 1 with R&M Service Solutions in the amount of $115,550.00 for the emergency 24-inch water main valve replacement project, increasing the total project cost from $182,255.00 to $297,805.00.

Funding is currently available in G/L Account No. 041-13-536-6-6400 to cover the additional cost of the change order.

ATTACHMENTS

1.	Palatka 24in Gate Valve Installation Linestop
2.	Palatka 24in Gate Valve Installation Bell Restraints #1
3.	Palatka 24in Gate Valve Installation Bell Restraint #2
4.	Palatka 24in Gate Valve Installation Bell Restraint #3
5.	Palatka 24in Gate Valve Installation Bell Restraint #4
6.	Palatka 24in Gate Valve Installation -Dewatering for Linestop
7.	108. Resolution 2026-R-108 Change Order of $115,550.00 to R &M Service Solutions

R&M Service Solutions LLC

7256 Westport Pl. Suite A
West Palm Beach, Florida, 33413
Contact: **Mike George**
Phone: **352-398-9127**
Email: **mgeorge@rmservicesolutions.com**

Quote To:	Eli Higginbotham	Job Name:	24in Gate Valve Installation
Company;	City of Palatka		N Moody Rd
	1010 Ocean Street	Quote Number:	25C0240RMCO1
	Palatka, FL 32177	Date:	5/13/2026
Phone:	386-866-4073		24in Linestop CO1
Email:	elihigginbotham@palatka-fl.gov		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
263	24" Line Stop	1.00	EA	23,500.00	23,500.00
GRAND TOTAL					**$23,500.00**

NOTES:

If you have any questions, please feel free to contact us at R&M Service Solutions.
Mike George
Phone: 352-398-9127
Email: mgeorge@rmservicesolutions.com
Agreed and Accepted
Customer Signature:_____ Date: _____

R&M Service Solutions LLC

7256 Westport Pl. Suite A
West Palm Beach, Florida, 33413
Contact: **Mike George**
Phone: **352-398-9127**
Email: **mgeorge@rmservicesolutions.com**

Quote To:	Eli Higginbotham	Job Name:	24in Gate Valve Installation
Company;	City of Palatka		N Moody Rd
	1010 Ocean Street	Quote Number:	25C0240RMv2CO2c
	Palatka, FL 32177	Date:	5/13/2026
Phone:	386-866-4073		Bell Restraints
Email:	elihigginbotham@palatka-fl.gov		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
223	24" Bell Restraints	1.00	EA	2,900.00	2,900.00
281	0'- up to 6' depth Excavation	1.00	EA	6,250.00	6,250.00
282	over 6'- up to 8' depth Excavation	1.00	EA	2,500.00	2,500.00
283	over 8'- up to 10' depth Excavation	1.00	EA	2,500.00	2,500.00
300	Sheeting-Removed	75.00	SF	42.50	3,187.50
GRAND TOTAL					**$17,337.50**

NOTES:

If you have any questions, please feel free to contact us at R&M Service Solutions.
Mike George
Phone: 352-398-9127
Email: mgeorge@rmservicesolutions.com
Agreed and Accepted
Customer Signature:_____ Date: _____

R&M Service Solutions LLC

7256 Westport Pl. Suite A
West Palm Beach, Florida, 33413
Contact: **Mike George**
Phone: **352-398-9127**
Email: **mgeorge@rmservicesolutions.com**

Quote To:	Eli Higginbotham	Job Name:	24in Gate Valve Installation
Company;	City of Palatka		N Moody Rd
	1010 Ocean Street	Quote Number:	25C0240RMv2CO2d
	Palatka, FL 32177	Date:	5/13/2026
Phone:	386-866-4073		Bell Restraints
Email:	elihigginbotham@palatka-fl.gov		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
223	24" Bell Restraints	1.00	EA	2,900.00	2,900.00
281	0'- up to 6' depth Excavation	1.00	EA	6,250.00	6,250.00
282	over 6'- up to 8' depth Excavation	1.00	EA	2,500.00	2,500.00
283	over 8'- up to 10' depth Excavation	1.00	EA	2,500.00	2,500.00
300	Sheeting-Removed	75.00	SF	42.50	3,187.50
GRAND TOTAL					**$17,337.50**

NOTES:

If you have any questions, please feel free to contact us at R&M Service Solutions.
Mike George
Phone: 352-398-9127
Email: mgeorge@rmservicesolutions.com
Agreed and Accepted
Customer Signature:_____ Date: _____

R&M Service Solutions LLC

7256 Westport Pl. Suite A
West Palm Beach, Florida, 33413
Contact: **Mike George**
Phone: **352-398-9127**
Email: **mgeorge@rmservicesolutions.com**

Quote To:	Eli Higginbotham	Job Name:	24in Gate Valve Installation
Company;	City of Palatka		N Moody Rd
	1010 Ocean Street	Quote Number:	25C0240RMv2CO2a
	Palatka, FL 32177	Date:	5/13/2026
Phone:	386-866-4073		Bell Restraints
Email:	elihigginbotham@palatka-fl.gov		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
223	24" Bell Restraints	1.00	EA	2,900.00	2,900.00
281	0'- up to 6' depth Excavation	1.00	EA	6,250.00	6,250.00
282	over 6'- up to 8' depth Excavation	1.00	EA	2,500.00	2,500.00
283	over 8'- up to 10' depth Excavation	1.00	EA	2,500.00	2,500.00
300	Sheeting-Removed	75.00	SF	42.50	3,187.50
GRAND TOTAL					**$17,337.50**

NOTES:

If you have any questions, please feel free to contact us at R&M Service Solutions.

Mike George
Phone: 352-398-9127
Email: mgeorge@rmservicesolutions.com
Agreed and Accepted
Customer Signature:_____ Date: _____

R&M Service Solutions LLC

7256 Westport Pl. Suite A
West Palm Beach, Florida, 33413
Contact: **Mike George**
Phone: **352-398-9127**
Email: **mgeorge@rmservicesolutions.com**

Quote To:	Eli Higginbotham	Job Name:	24in Gate Valve Installation
Company;	City of Palatka		N Moody Rd
	1010 Ocean Street	Quote Number:	25C0240RMv2CO2B
	Palatka, FL 32177	Date:	5/13/2026
Phone:	386-866-4073		Bell Restraints
Email:	elihigginbotham@palatka-fl.gov		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
223	24" Bell Restraints	1.00	EA	2,900.00	2,900.00
281	0'- up to 6' depth Excavation	1.00	EA	6,250.00	6,250.00
282	over 6'- up to 8' depth Excavation	1.00	EA	2,500.00	2,500.00
283	over 8'- up to 10' depth Excavation	1.00	EA	2,500.00	2,500.00
300	Sheeting-Removed	75.00	SF	42.50	3,187.50
GRAND TOTAL					**$17,337.50**

NOTES:

If you have any questions, please feel free to contact us at R&M Service Solutions.
Mike George
Phone: 352-398-9127
Email: mgeorge@rmservicesolutions.com
Agreed and Accepted
Customer Signature:_____ Date: _____

R&M Service Solutions LLC

7256 Westport Pl. Suite A
West Palm Beach, Florida, 33413
Contact: **Mike George**
Phone: **352-398-9127**
Email: **mgeorge@rmservicesolutions.com**

Quote To:	Eli Higginbotham	Job Name:	24in Gate Valve Installation
Company;	City of Palatka		N Moody Rd
	1010 Ocean Street	Quote Number:	25C0240RMC04
	Palatka, FL 32177	Date:	5/13/2026
Phone:	386-866-4073		Well Points
Email:	elihigginbotham@palatka-fl.gov		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
303	Well Points 0'-6' (If needed)	1.00	EA	7,500.00	7,500.00
305	Well Points 6'-8' (If needed)	1.00	EA	4,800.00	4,800.00
306	Well Points 8'-10' (If needed)	1.00	EA	4,900.00	4,900.00
307	Well Points 10'-12' (If needed)	1.00	EA	5,500.00	5,500.00
GRAND TOTAL					**$22,700.00**

NOTES:

If you have any questions, please feel free to contact us at R&M Service Solutions.
Mike George
Phone: 352-398-9127
Email: mgeorge@rmservicesolutions.com
Agreed and Accepted
Customer Signature:_____ Date: _____

RESOLUTION 2026-R-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING CHANGE ORDER NO. 1 WITH R&M SERVICE SOLUTIONS FOR THE EMERGENCY REPLACEMENT OF A FAILED 24-INCH WATER VALVE ON THE CITY'S PRIMARY WATER TRANSMISSION LINE; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palatka Water & Sewer Department identified a failure in a critical 24-inch water valve located on the City's primary water transmission line from the water treatment plant; and

WHEREAS, the failed valve is essential to the reliable delivery of potable water, and its emergency replacement is necessary to prevent service disruptions and protect the City's water distribution infrastructure; and

WHEREAS, the City Commission previously approved the project through Resolution 2026-R-21, authorizing the use of R&M Service Solutions under Purchase Order No. 78767 in the amount of $182,255.00; and

WHEREAS, during the pre-construction meeting on May 13, 2026, it was determined that an additional line stop would be required to perform the valve replacement while maintaining uninterrupted water service to residents and businesses; and

WHEREAS, it was further determined that bell restraints are required to prevent separation of the 24-inch water main due to pressure generated during the line stop operation; and

WHEREAS, these additional needs were not identified during initial project planning but are necessary to safely complete the work, protect system integrity, and ensure continued operation of the City's water transmission system; and

WHEREAS, Change Order No. 1 in the amount of $115,550.00 is required to cover the cost of the additional line stop and bell restraints, bringing the total project cost to $297,805.00; and

WHEREAS, the additional funding is available and will be charged to G/L Account No. 041-13-536-6-6400.

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

Section 1: The City Commission hereby approves Change Order No. 1 with R&M Service Solutions in the amount of $115,550.00 for the emergency replacement of the 24-inch water valve on the City's primary water transmission line.

Section 2: Approval of this change order increases the total authorized project cost to $297,805.00.

Section 3: The additional expenditure shall be charged to G/L Account No. 041-13-536-6-6400.

Section 4: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 11th day of May 2026.

CITY OF PALATKA, FLORIDA

By: _____
Mayor: Roberta Correa

ATTEST:

_____
City Clerk: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney: Jane West, Esq.

RESOLUTION 2026-R-110: ACCEPTANCE OF DEADLINE EXTENSION FOR WATER SERVICE IMPROVEMENTS FOR TWELVE MONTHS, JULY 31, 2027

STAFF REPORT

DATE: June 11, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt Resolution 2026-R-110

BACKGROUND

The City of Palatka has received a grant from the Florida Department of Commerce for the replacement and improvement of water lines on Madison St between N 5th St and N 11th St and for the replacement of a high service pump. Due to delays on receiving variable frequency drives, the previous deadline of July 31, 2026 has become untenable. The City requested a deadline extension for one year and the Department of Commerce has granted the request.

PROJECT ANALYSIS

This project is active and has replaced water lines. The water treatment plant is waiting on a shipment of variable frequency drives which are custom ordered specific to the needs of the plant.

Staff Recommendation

Staff recommends the adoption of Resolution 2026-R-110

ATTACHMENTS

1.	Amendment 2 Unsigned
2.	110. Resolution 2026-R-110 ACCEPTING AMENDMENT 2 FOR GRANT 23DB-N27 TO EXTEND THE GRANT DEADLINE (1)

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Modification Number 2 to Subgrant Agreement Between the Department of Commerce and the City of Palatka, Florida

This Modification Number 2 is entered into by and between the State of Florida, Department of Commerce, ("Commerce"), and the City of Palatka, Florida ("the Recipient"), (each individually a "Party" and collectively the "Parties").

WHEREAS, Commerce and the Recipient entered into **Contract Number** 23DB-N27, **FLAIR Contract Number** H2564, on August 4, 2023 ("the Agreement"), pursuant to which Commerce provided a subgrant in the amount of $750,000.00 to the Recipient under the Small Cities Community Development Block Grant ("CDBG") Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Commerce and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

☐ **Revise the Activity Work Plan**

1. Attachment __, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Budget**

2. Attachment A, _____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Narrative**

3. Attachment A, Project Narrative, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

☐ **Change the Number of Accomplishments and/or Beneficiaries**

4. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

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☐ **Include an Unaddressed Need from the Application for Funding as Addressed Need**

5. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

☐ **Change the Participating Parties**

6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.

7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☒ **Extend the Agreement**

8. Paragraph (3) titled Period of Agreement on page 1 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

(3) Period of Agreement

This Agreement begins on January 1, 2023, (the "Effective Date") and ends on July 31, 2027, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to Commerce in its sole discretion, and Commerce's Deputy Secretary of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient's control, and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. Commerce will also take into consideration the Recipient's progress and verifiable achievements at Commerce's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

☒ **Other:**

9. The Agreement is hereby reinstated as though it had not expired.

10. Subsections (a)&(c) of Paragraph (6), Audit Requirements, are hereby deleted and replaced with the following:

(a)The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends $1,000,000 or more in Federal awards from all sources during its fiscal year.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached

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hereto as Attachment K, to audit@commerce.fl.gov. The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and the Recipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to Commerce if an audit is not required because the local government spent less than $1,000,000 in Federal funds during the fiscal year.

11. The Agreement is hereby amended to add the following:

(29) Contracting with Entities of Foreign Countries of Concern Prohibited

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

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

(30) Foreign Influence

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

(31) Human Trafficking

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

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

12. Attachment J, Audit Requirements, is hereby deleted in its entirety and replaced with the following Attachment J, Audit Requirements.

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13. Attachment K, Audit Compliance Certification, is hereby deleted in its entirety and replaced with the following Attachment K, Audit Compliance Certification.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

(The remainder of this page is intentionally left blank)

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IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida
Department of Commerce

By: _____

Name: J. Alex Kelly

Title: Secretary

Date: _____

Recipient: City of Palatka, Florida

By: _____

Name: Roberta Correa

Title: Mayor

Date: _____

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

Office of the General Counsel
Florida Department of Commerce

By: _____

Approved Date: _____

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Attachment J – Audit Requirements

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends $1,000,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.

3. If the Recipient expends less than $1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).

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4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend $1,000,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

https://harvester.census.gov/facweb/Resources.aspx

PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient , the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

https://apps.fldfs.com/fsaa/

PART III: OTHER AUDIT REQUIREMENTS

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

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N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:

   A. Florida Department of Commerce
   Financial Monitoring and Accountability (FMA)
   The copy submitted to the FMA section should be sent via email to: FMARWB@commerce.fl.gov

   B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: https://harvester.census.gov/facweb/

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

   A. Commerce at the following address:

   Electronic copies: Audit@commerce.fl.gov

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

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

4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients and Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit

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organizations), Rules of Audit General, should indicate the date that the reporting package was delivered to the Recipient/Sub-Recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

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Attachment K – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov***.***	
Recipient:	
Unique ID #	Recipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Florida Department of Commerce (Commerce)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did the Recipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Recipient expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

RESOLUTION 2026-R-110

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING AMENDMENT 2 FOR GRANT 23DB-N27 EXTENDING THE GRANT DEADLINE TO JULY 31, 2027, AND PROVIDING FOR SCRIVENER'S ERRORS.

WHEREAS, the City of Palatka has been awarded a Florida Department of Commerce grant for the replacement and improvement of water lines and pumps; and

WHEREAS, the City has accepted the FDOC award and has completed a significant amount of the work; and

WHEREAS, the current deadline of July 31, 2026 will not be reached; and

WHEREAS, FDOC has accepted the City's request to extend the deadline until July 31, 2027; and

WHEREAS, the City Commission finds that it is in its best interests to accept the later deadline and complete the work that has begun under the grant;

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

1. The City Commission hereby approves the acceptance of Amendment 2 for FDOC grant 23DB-N27 extending the deadline for the grant to July 31, 2027.

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

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11th day of June 2026.

By: _____
Mayor: Roberta Correa

ATTEST:

_____
City Clerk: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney: Jane West, Esq.

Adopt Resolution 2026-R-111 A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, APPLYING FOR FLORIDA DEPARTMENT OF STATE CULTURAL FACILITIES GRANT FOR LARIMER ART CENTER REPAIRS FOR $312,000 WITH A $312,000 CITY MATCH.

Resolution 2026-R-111 A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, APPLYING FOR FLORIDA DEPARTMENT OF STATE CULTURAL FACILITIES GRANT FOR LARIMER ART CENTER REPAIRS FOR $312,000 WITH A $312,000 CITY MATCH.

STAFF REPORT

DATE: June 11, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt Resolution 2026-R-111

BACKGROUND

Florida Department of State opened the Cultural Facilities Grant Program on June 1, 2026. The application deadline is July 10, 2026, limiting the opportunities to bring the grant information before the Commission. After speaking with the CRA liaison, it was determined that this grant could provide the necessary funding for the replacement of the Larimer Art Center's roof and the weatherproofing that the building needs. The CRA has budgeted $150,000 for Larimer renovation, repair, and necessary upgrades and can dedicate $125,000 of that budget to this project. The attached grant guidelines file is from 2025, they have not updated it for 2026, but correct dates are listed on the grant page on FDOS.

PROJECT ANALYSIS

The grant is a 24 month award with a 1:1 match requirement. This leaves $187,000 in the match requirement for the grant match, which will be spent over the course of those 12 months. The majority of the work will be held in Palatka FY 26/27 and FY 27/28 and may possibly be offset by further future budgeting by the CRA to complete the project. This grant allows for necessary renovations to the Larimer Art Center at half the cost to the City.

Staff Recommendation

Staff recommends adopting Resolution 2026-R-111

ATTACHMENTS

1.	111. Resolution 2026-R-11 Apply for Grant Roof
2.	cultural-facilities-guidelines-2025-final

RESOLUTION 2026-R-111

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, APPLYING FOR FLORIDA DEPARTMENT OF STATE CULTURAL FACILITIES GRANT FOR LARIMER ART CENTER REPAIRS FOR $312,000 WITH A $312,000 CITY MATCH.

WHEREAS, the City of Palatka owns the Larimer Art Center; and

WHEREAS, the Larimer Art Center is in need of a new roof and weatherproofing for the building with a total estimated cost of $624,000; and

WHEREAS, the Florida Department of State has a Cultural Facilities grant program that can be used for the repairs and weatherproofing of the Larimer Center; and

WHEREAS, the Cultural Facilities grant has a 1:1 city match requirement separating the project with a grant amount of $312,000 and a City match of $312,000; and

WHEREAS, the Palatka Community Redevelopment Association has $125,000 budgeted for Larimer Art Center roof and weatherproofing; and

WHEREAS, the $187,000 remaining city match will be split between the project years 2026/2027 and 2027/2028; and

WHEREAS, the City Commission finds that it is in its best interests to apply for the Cultural Facilities grant to provide the funding to repair and weatherproof the Larimer Art Center;

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

1. The City Commission hereby approves the application for the FDOS Cultural Facilities grant for $312.000 with a City match of $312,000, with $125,000 coming from the CRA budget GL 030-30-580-6-6336 with the remaining $187,000 city match funds being split FY 26/27 and FY 27/28.

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 11th day of June 2026.

CITY OF PALATKA

_____

By: MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

_____

CITY ATTORNEY

Cultural Facilities

Grant Guidelines

Application Open: April 1

Application Deadline: June 1, 5 p.m. ET

Grant Period: 23 months (beginning July 1, year of appropriation)

If a deadline falls on a Saturday, Sunday, or legal holiday, the deadline date will be the next business day.

Florida Department of State

Division of Arts and Culture
329 North Meridian Street
Tallahassee, Florida 32301

Application Submission

Applications must be submitted on or before June 1, 5 p.m. ET.

Applications must be submitted on the DOS Grants System at dosgrants.com.

For Assistance and Information

Contact the program manager responsible for your proposal type and discipline at dos.myflorida.com/cultural/about-us/staff-listing.

These Guidelines are also available electronically at: dos.myflorida.com/cultural/grants/grant-programs/cultural-facilities and can be made available in an alternative format.

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Introduction

Welcome to the Division of Arts and Culture Cultural Facilities Program (CF) Guidelines. We're glad you are applying for a Cultural Facilities grant from the Division! These guidelines are supported under section 265.701, *Florida Statutes* and incorporated by reference into Rule 1T-1.039, Florida Administrative Code, and they detail the policies and requirements for the application and administration of the Cultural Facilities Program grants.

Timeline

April	Announcement of application availability in *Florida Administrative Register*, via email and on our website.
April – June	Division staff assistance and consultation available to applicants.
June 1, 5 p.m. ET	Applications due. Applications must be submitted on the DOS Grants System at dosgrants.com on or before this date. If a deadline falls on a Saturday, Sunday, or legal holiday, the deadline date will be the next business day.
July 1 (first year)	Notification of Grant Award and grant details forms available in the award year. Grant period begins.
October 15 (first year); January 15 (first year); April 15 (first year); July 15 (second year); October 15 (second year); January 15 (second year); April 15 (second year)	Quarterly reports due for Cultural Facilities projects. Interim reports must be submitted on the DOS Grants System at dosgrants.com. If agreements are extended additional quarterly reports will be required until the expiration of the grant period.

June 1 (second year)	End date for projects. All grant and local matching funds must be expended by this date. All grant and local matching funds must be expended by this date. The grant period is 23 months unless an extension is granted.
July 15 (second year), 5 p.m. ET	Final Reports due for Cultural Facilities projects. Final Reports must be submitted on the DOS Grants System at dosgrants.com. If agreements are extended additional quarterly reports will be required until the expiration of the grant period.

Program Description

The Cultural Facilities Program coordinates and guides the State of Florida's support and funding of renovation, new construction, or acquisition of cultural facilities. It is intended for organizations whose mission is arts and cultural programming in one of the disciplines as defined in section 265.283(1), *Florida Statutes*.

By program definition, a cultural facility is a building where the programming, production, presentation, exhibition of any of the arts and cultural disciplines are carried out (section 265.283(1), *Florida Statutes*). These disciplines are music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts and programs of museums. The Program is intended for: bricks and mortar construction; renovation; or for acquisition. **Projects must fall squarely into one category, not any combination of the three**. State funding shall not be used for parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits (not permanently affixed to the building); nor commercial projects.

Public or private pre-K-12 schools; libraries; civic organizations; parks, recreation and leisure organizations; human service organizations; or other community service agencies do not meet the definition of arts or cultural organizations.

The Division offers two levels of funding within the Cultural Facilities Program. These levels are determined by the specific use of the facility:

1) A purpose-built or single use facility that will solely be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines (Section 265.283(1), Florida Statutes) **at least 85% of the time**. This type of facility includes theatres, performance centers, museums (including, aquariums, botanical gardens, history centers, zoos, etc.) and art centers. **The maximum request amount for this type of facility is $500,000.**

2) A multi-purpose facility that will be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines (Section 265.283(1), Florida Statutes) **less than 85% of the time**. This type of building includes community centers, recreation centers, civic centers and municipal buildings. **The maximum request amount for this type of facility is $200,000.** Project costs must be directly related to the arts and cultural portion of the facility.

Eligibility

The following conditions are required for eligibility. **All** documentation must be provided by the application deadline.

1. **Must not** have multiple active Cultural Facilities projects under contract at one time. Cultural Facilities projects have a grant period of 23 months. Unless a grantee has a smaller project that will be completed in a single year, grantees should submit new applications every other year. Cultural Facilities is subject to Legislative appropriation and recommendations approved by the Secretary of State will be funded top-down until the appropriation is depleted.

   Any applicant on the ranked list that has not completed a previously-funded Cultural Facilities project by July 1 of the award year will be passed over and the funds will be allocated to the next grantee on the list without an active Cultural Facilities project under contract. A previously-funded project is considered complete when it has reached 100% completion as supported by contractor documentation or if the contract has reached its end date and all funds have been expended. The previously-funded project final report and payment request must be completed and submitted to the Division by July 1 of the award year.

2. **Must** use the facility to directly conduct arts and cultural programming. Documentation **must** be provided to support the percentage of facility use is for arts and cultural purposes as it pertains to the organization's mission per section 265.283(1), *Florida Statutes*.

   If the proposal is for a new space without previous programing, programming examples (either proposed or programming being performed at another location) **must** be provided and support the percentage of facility use for arts and cultural purposes.

3. **Must** have the required legal status.

4. Agree to comply with all application requirements:

   a. Complete all proposal activities within the grant period;
   b. Make programming and activities open and accessible to all members of the public (see accessibility and nondiscrimination);
   c. Match the grant amount requested, at least dollar for dollar (see request amount and match requirements); and

d. Include only allowable expenses in the proposal budget (see allowable and non-allowable expenses).

5. Agree to comply with all grant administration requirements:

    a. Provide all information needed for the grant award agreement;
    b. Request approval for any changes to the awarded grant;
    c. Submit timely and accurate reports;
    d. Maintain complete and accurate grant records;
    e. Comply with the requirements of the Florida Single Audit Act; and
    f. Use the appropriate credit line or approved logo to acknowledge grant funding. See grant contract for credit requirements.

6. **Must** have **unrestricted use** of the land and buildings associated with the project which means you **must** be able to record a Restrictive Covenant on the property with the Clerk of Court for ten (10) years or provide a 10-year surety bond. See "Unrestricted Use of Land and/or Buildings" for additional information.

7. **Must retain ownership** of all improvements made under the grant (unless the land or buildings are owned by the State of Florida and leased to an eligible applicant).

8. If the property is leased, only facilities with leases in which the lessor is a public entity governed by either a municipality or county, or a not-for-profit entity are eligible for a Cultural Facilities grant (facilities or property owned by an individual or for-profit entity are not eligible for a Cultural Facilities grant).

9. If the property is leased, **the lease agreement must be dated, signed by all parties, and submitted** at the time of the application submission.

10. **Must** provide documentation of **Total Support and Revenue** for the last completed fiscal year.

11. **Must** have appropriate **matching** funds and documentation at time of application submission.

12. **Must** provide **current architectural plans** signed by a licensed architect or engineer clearly indicating scope of work. **If architectural plans are not required for the completion of the project, contractor project proposals or working drawings must be provided. Must** include budget estimate provided by the architect, engineer, or contractor that the Proposal Expense Details are based on.

13. **Must** have **current project support** of local officials (city and county government), community groups, and community members —for this project— documented in writing at time of application.

14. Applicants **with structures 50 years or older must submit a determination letter (stating that the proposed project will have NO adverse effects to the building's historical significance) from the Division of Historical Resources (DHR) at time of application** (For additional information, please contact the Bureau of Historic Preservation (BHP) at 850.245-6333). This includes structures where the intent is demolition.

15. Must complete an online application form at dosgrants.com by the application deadline.

In addition to these eligibility requirements, all applicants in noncompliance at the time of the application deadline will be deemed ineligible to apply.

Application Restrictions

1. Organizations may only submit one (1) Cultural Facilities application per application deadline.
2. Cultural Facilities grants do not fund Historic Preservation projects.
3. Organizations with projects funded by the Legislature outside of the review of the Florida Council on Arts and Culture or Secretary of State are not eligible to receive Cultural Facilities grant support for the same Scope of Work from the Division of Arts and Culture within the same fiscal year in which legislative funding is appropriated.
4. No organization may receive more than $1.5 million during a consecutive previous five (5) state fiscal year period (July 1 – June 30).

Legal Status

To meet the legal status requirement, an applicant organization must be either a public entity or a Florida nonprofit, tax-exempt corporation as of the application deadline in accordance with section 265.701(2), *Florida Statutes*.

Public Entity

A Florida local government, entity of state government, school district, community college, college, or university. Private schools, private community colleges, private colleges, and private universities are not public entities and must be nonprofit and tax-exempt to meet the legal status requirement.

Nonprofit, Tax-Exempt

To apply to the Cultural Facilities grant program, an applicant must be both:

1. **Nonprofit**: incorporated as an active nonprofit Florida corporation, in accordance with Chapter 617, *Florida Statutes*; and
2. **Tax-exempt**: designated as tax-exempt as defined in section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1954, as amended. Staff will verify status in Guidestar at guidestar.org.

The Division of Arts and Culture will verify that the applicant is registered with the Division of Corporations as of the application deadline. If the applicant is not registered with Corporations by the application deadline, the application will be deemed ineligible.

If the applicant is registered in Corporations but their status is not "active," the applicant must correct the status within 10 calendar days of notification or the application will be deemed ineligible.

For more information on corporate status, visit sunbiz.org or call the Division of Corporations, profit and nonprofit information line at (850) 245-6052. To verify corporate status, you can review your corporate record online through the sunbiz.org document search tool.

For more information about tax-exempt status, see Exemption Requirements - Section 501(c)(3) Organizations on the Internal Revenue Service website (irs.gov).

Required Documentation

1. All applicants must provide a UEI number. You can request a UEI number at sam.gov.
2. All applicants must provide a copy of the Substitute W-9 with the grant application. This can be found at https://flvendor.myfloridacfo.com.

Application Requirements

Grant Period

All proposed activity must take place within the grant period.

- The grant period **start date** is July 1 of the award year.

- The grant period **end date** is June 1 (23 months after award begins) unless an end date extension is approved by the Division.

Accessibility and Nondiscrimination

The Division of Arts and Culture is committed to making the arts and culture accessible to everyone. Organizations seeking support for activities are required to be open and accessible to all members of the public, regardless of sex, race, color, national origin, religion, disability, age, or marital status.

The Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities in employment, state and local government services, public accommodations, transportation and telecommunication. The ADA extends the requirements under section 504 of the Rehabilitation Act of 1973, as amended, to all activities of state and local governments and places of public accommodations operated by private entities, including places of public display. The 504 Self Evaluation Workbook which can be used as a reference, and downloadable Disability Symbols can be found at dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility.

Request Amount

For purpose-built facilities, that will solely be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines at least 85% of the time, you may request up to $500,000 for renovation, acquisition, or construction of the entire facility. For a multi-purpose facility that will be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines less than 85% of the time, you may request up to $200,000 for renovation, acquisition, or construction of the portion of the facility that is directly related to arts and culture. There is no minimum request amount.

Match Requirements

Applicants must provide at least one dollar in cash or in-kind (donated goods or services) for every dollar requested from the division. This is called match.

Total Proposal Expenses are defined as match (cash and in-kind) + request amount. No more than 25% of the total match may be in-kind. See the in-kind section of the guidelines for more details.

25% of the match must be cash on hand at the time of application. Remaining matching funds may be anticipated at the time of application but **must** be documented at the time of application and be received by the end of the grant period. All expenses (both state grant and match) must be paid out (not merely encumbered) by the grant end date of June 1.

Applicants must match the request amount with non-state funds specific to the construction, renovation, or acquisition project. The amount provided as match depends on Total Support and Revenue statement (comprehensive income, revenue and expense) and REDI eligibility. Operating expenses cannot be used as match.

Summary of Match Requirements	Required Match
Last completed FY total support and revenue $1,000,000 or less	1:1
Last completed FY total support and revenue of more than $1,000,000 **with** a REDI waiver	1:1
Last completed FY total support and revenue of more than $1,000,000 **without** a REDI waiver	2:1

Exception: The Rural Economic Development Initiative (REDI) recognizes those rural or economically distressed counties or communities designated pursuant to sections 288.0656 and 288.06561, *Florida Statutes*, as REDI qualified. The REDI program is administered by the Florida Department of Economic Opportunity. You can find more information and a list of economically distressed counties and communities at floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition.

Applicants in a REDI designated area must only provide $1 of required match for every $1 requested from the state regardless of their Total Support and Revenue. Applicants requesting the REDI waiver must submit a letter at the time of the application from the eligible county/community indicating their support for the proposal and indicating the request for a match reduction. The Division cannot waive all matching funds.

Types of Match

Three types of match (**must** be on hand at the time of the application submission):

- Cash on Hand (Liquid Assets)

  At Least 25% of total request amount match must be cash on hand at the time of the application, documented by bank statements showing restricted funds or city or county resolution.* Fixed Capital Outlay accounts **must** be separate from general operating accounts. Business checking accounts are **not** acceptable unless they are specifically named for that purpose. Cash on hand may exceed 25% of the total match but may never be less than 25% of the total match.

- Irrevocable Pledges

  Irrevocable pledges are legally binding promises to donate by individuals or groups. Irrevocable pledges can make up no more than 75% of the match and must be auditable. Irrevocable pledges must indicate that the funds will be received by the Grantee by the end of the grant period. **Letters from boards or other groups that pledge to raise money for the project are not acceptable irrevocable pledges.** Money already received from an irrevocable pledge is considered Cash on Hand and would already be part of any bank balance.

- Documented In-Kind Contributions

  In-kind contributions can make up no more than 25% of the match, must be itemized at the time of application, and the goods and services received and utilized by the end of the grant period. In-Kind Contributions by the applicant are **not eligible** for match.

In-kind (Donated Goods and Services)

The value of all professionally skilled services used as in-kind must be documented in writing by the volunteer. The value of donated goods must also be documented. Records of such documentation must be available upon request.

The value of volunteer services may be calculated using the federal minimum wage or wage rates normally paid for professionals skilled in the service provided (such as a supplier donating construction materials services or an electrician providing pro bono work). For information on the current federal minimum wage, see the Wage and Hour Division of the US Department of Labor at dol.gov/whd/minimumwage.htm.

Organizations must have all match complete and confirmed at the time of application.

***Municipalities and counties (public entities)** must submit an executed copy of an approved resolution by a city or county commission with the application materials. The resolution **must** include the dollar amount dedicated and available to the project if the grant is awarded and the date the funds will be available. The submitted resolution **must be dated and signed by an authorizing official**. An unsigned resolution will not be accepted and the application will be deemed ineligible. Funding, as indicated by the resolution, must be made available within 90 days of the start of the grant award period. An internal document or budget will not be accepted as documentation. **Resolutions will not be accepted after the application deadline.**

Non-allowable Matching Funds

- Funds that are for General Operating Expenses (i.e. the unrestricted column on the Statement of Activity page of the organization's audit);
- Revenue from bond issues that have not been passed at the time of application;
- Revenue from grants that have not yet been awarded;
- Fundraising costs;
- Legal fees or taxes;
- Matching funds will be designated only to the Scope of Work presented in this application and may not have been used in previous Division or Department of State grants;
- Expenditures made before the grant period;
- Interest paid on mortgage. The interest paid on the mortgage is considered to be the "cost of doing business;"
- Building or Land value;
- Loans and equity; and
- Any State of Florida agency funds.

Matching Funds Documentation

Documentation of matching funds **MUST** include bank statement(s) confirming cash on hand or resolution showing funds dedicated to the Scope of Work.

And as applicable:

- Award letters from third parties;
- Copies of irrevocable pledges (include a list or spreadsheet with totals); and
- Letters of intent or invoices for future in-kind goods and services.

If matching funds are from a single source (i.e. County/Municipality Resolution, single donor, etc.), applicants are **strongly encouraged** to include letters or surveys showing community support for the project with their support documentation.

Allowable Expenses

Allowable expenses must be:

- not excluded by these Guidelines and approved by the Division;
- necessary and reasonable for the performance of the Scope of Work;
- specifically and clearly detailed in the Project Budget; and
- incurred and paid within the grant period of July 1 of the award year through June 1 (23 months after award begins).

Only allowable expenses may be included in the proposal budget.

Non-Allowable Expenses

Grant (state and matching) funds may not be spent on the following:

- Expenditures made before the grant period;
- Costs incurred or obligated outside of the grant period;
- Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement as described in the original application and approved by the panel;
- Costs for planning, which include those for preliminary and schematic drawings, and design development documents necessary to carry out the project;
- Design, fabrication or construction of exhibits not permanently affixed to building
- Commercial property (coffee shops, cafés, and gifts shops as part of the facilityare allowable);
- General Operating Expenses (GOE). Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.);
- Costs associated with representation, proposal, or grant application preparation
- Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency;
- Costs associated with bad debts, contingencies (money set aside for possible expenses), fines and penalties, interest, taxes (of any kind), and other financial costs includingbank fees and charges and credit card debts;
- Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships;

- Regranting, contributions, and donations; and
- **Grant award funds** may not be used for parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits (not permanently affixed to the building); nor commercial projects. However, matching funds may be used for elements that are part of the project.

Spending state grant funds on expenses that have not been approved by the Division, even if directly related to the program or project, will be disallowed and could result in a legal demand for the return of grant funds.

Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Review Criteria and Scoring

Each eligible application will be evaluated on three (3) competitive criteria

Criteria	Application Section(s)	Worth
Need for Project and Project Impact	Percentage of Arts and Cultural Programming, Production, and Administration; Need for Project; Project Impact; and Operating Forecast Detail	up to 45 points
Scope of Work	Scope of Work; Project Description	up to 30 points
Project Budget and Matching Funds	Proposal Budget Detail; Expenses; Proposal Budget Detail: Income; Matching Funds Statement; and Project Team	up to 25 points

The total possible number of points the panel can award to an application is 100. The panel's evaluation will be based on the information contained in the application, required attachments

and support materials submitted with the application. The panel's individual scores will be averaged to determine a final score for each application.

Applications must receive a minimum average score of 80 or higher to be *recommended* for funding. Applications receiving an average score of 80 or higher will be recommended to the Secretary of State and forwarded to the Florida Legislature for funding consideration.

Applications with a tied average score will be ranked by application number order (lowest to highest).

Review Process

1. Division staff will conduct a technical review to determine eligibility. Eligible applications will then be submitted to the members of the Florida Council on Arts and Culture who serve as the grant review panel.
2. The members of the Florida Council on Arts and Culture will evaluate each application on the review criteria and assign a score.
3. The Florida Council on Arts and Culture approves a list for submission to the Secretary of State.
4. The Division forwards a ranked list to the Secretary of State.
5. The Secretary of State approves the ranked list for submission to the Legislature for funding consideration.

Staff Review

The technical review of applications verifies:

1. Applicant has the correct **legal status** (public entity governed by either a municipality or county or not-for-profit, tax-exempt, Florida Corporation).
2. Applicant has **unrestricted use** of the land and buildings associated with the project. The applicant **MUST** be able to file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years or provide a 10-year surety bond. See **Unrestricted Use of Land and/or Buildings** for additional information.
3. **The facility is owned by a public entity governed by either a municipality or county, or a not-for-profit entity.**

4. **The lease agreement is dated and signed** by all parties (if applicable).

5. Documentation of **Total Support and Revenue** for the last completed fiscal year has been provided and matches the information provided in the application.

6. The appropriate level of funding has been requested.

7. Appropriate **matching** funds ratio has been identified and documentation has been provided.

8. **Current architectural plans** signed by a licensed architect or engineer clearly indicating the scope of work have been provided. **If architectural plans are not required for the completion of the project, contractor project proposals or working drawings must be provided.**

9. **Budget estimates** provided by the architect, engineer, or contractor that the Proposal Expense Details are based on have been submitted.

10. **Current project support** of local officials (city and county government), community groups, and community members —for this project— has been provided.

11. Applicants **with structures 50 years or older have submitted a determination letter (stating that the proposed project will have NO adverse effects to the building's historical significance) from the Division of Historical Resources (DHR)** (For additional information, please contact the Bureau of Historic Preservation (BHP) at 850.245-6333). This includes structures where the intent is demolition.

12. Documentation supporting percentage of facility use for arts and cultural purposes as it pertains to the organization's mission per section 265.283(1), *Florida Statutes* has been provided. If project is for a NEW space without previous programing, programming examples **must** be provided. Responses to application questions regarding the percentage of facility use **must** be verifiable and support the organization's mission and the purpose of the proposed project.

13. For applicants with acquisition projects only: **Appraisal and purchase documents** have been provided.

Only documents that provide clarification to staff will be considered after the application deadline. If necessary, a request for clarification will be sent with a response deadline. Such requests will be made in writing to the Applicant Organization using the contact information provided in the application. These requests are not for additional information, but to clarify the information already submitted in the application. Responses received after the established

deadline will not be accepted. Clarifications will become an official part of the application. **Required documents that were not submitted with the application will not be accepted.**

Information Provided to the Florida Council on Arts and Culture Review Panel

The Division will make available a staff report on each eligible application that provides an assessment of the information provided in the grant application. The staff report will include:

1. A synopsis of the proposed Scope of Work;
2. A summary of all previously awarded Cultural Facilities grants and Fixed Capital Outlay line item grants and their completion status and history of management by the applicant;
3. Any clarification requested from an Applicant Organization and received by the specified deadline;
4. An assessment of the proposed Scope of Work and timeline regarding the grant period and comparison to previously-funded Cultural Facilities projects;
5. An assessment of the proposed estimated budget including eligibility of claimed match contributions, with recommendations for any grant request amount adjustments that may be justified by the findings of the staff technical review. Examples of the need for such adjustment would be:
    1. A recommendation to delete work related to non-allowable costs;
    2. Work not consistent with the Cultural Facilities guidelines;
    3. To reduce the grant award in an amount commensurate with inadequately documented or non-allowable match contributions; or
    4. To reduce the request amount based on the eligible funding level as determined by the specific use of the facility.
6. Other information regarding the Applicant Organization and its compliance with previous Division grants, if relevant.

Florida Council on Arts and Culture Review Panel

Panel meetings are a public process and anyone can participate by attending in person or via the virtual meeting option. Participation instructions will be emailed to applicants and posted on the Division's web site and in the online grant system. The Division strongly encourages applicants to participate in the grant panel meeting—however, it is not required. Participating in the panel process can be very helpful for those that intend to apply for future grants.

Members of the Florida Council on Arts and Culture serve as the grant review panel for the Cultural Facilities program. A Division staff member will serve as the panel Chair. Chairs do not vote on applications being reviewed.

A typical panel meeting will include the following:

1. Call to Order
2. Introduction of Panelists and Staff
3. Panel Instructions from the Chair
4. Scoring of applications. For each application:
    - the Chair will announce the application number and applicant name
    - applicants may provide a *brief* update on the application. Updates may only include new proposal information
    - applicants will be permitted to respond to panelist questions
    - each panelist will voice his or her score
    - panelists may choose to recommend and vote to reduce an eligible request amount
    - division staff will calculate and voice the total points and the average panel score
5. Public comment - anyone (including applicants) may speak about the applications under consideration.
6. Panel Recommendations
7. General discussion from the panel (i.e., regarding policies, procedures)
8. General comments from the public - limited to 3 minutes or at the Chair's discretion
9. Closing remarks from the Chair
10. Adjournment

Any information provided during the panel review that negatively affects an application may result in an application being deemed ineligible or a reduction in request amount.

The panel chair will request discussion and a vote on the recommended funding list, ranked in order of total average score (highest to lowest). The Council may amend the recommendations based on new or existing pertinent information about the application or panel proceedings such as:

- Score calculation errors by the Division;
- Applicant noncompliance with administrative requirements of previous grants from the Department of State;
- Bankruptcy or other fiscal concerns;
- Changes in the applicant's staff that would impair implementation of the proposed grant activity;
- Typographical errors in the Committee's recommendations.

Funding Process

The Secretary of State will provide the Legislature with an approved list, ranked in order of total average score, with funding recommendations for all projects that received a total average score of 80 and above. The Legislature may use this list to make funding decisions.

Any applicant on the ranked list that has not completed a previously-funded Cultural Facilities project by July 1 of the award year will be passed over and the funds will be allocated to the next grantee on the list without an active Cultural Facilities project under contract.

What if an application is not funded?

If the Legislature does not fund **any** applications on the list presented in a given year, the applications on that list are eligible for "rollover" for the following year (only). Applications may only be on the rollover list once. If your application is not funded on the rollover, you must submit a new application. If the ranked list is partially funded in a given year, there is no "rollover" option.

Why Rollover?

As a rollover, your application:

- Is guaranteed a place on the next recommended funding list if you submit a Rollover Update;
- Will not be re-scored, but will be ranked by the original score on a list that includes new applications; and
- Will be recommended for the amount of funding that was originally requested.

A single list (of both rollover and new applications) ranked in order by average score, highest to lowest, will be submitted to the next session of the Legislature. Rollover application recommendations will be identified as such on the ranked list.

Rollover Update

Applicants wishing to rollover must submit a Rollover Update. This should provide updated information pertinent to the application since its original submission in the following application sections:

- Scope of Work (Project Description) as recommended by the Council and approved by the Secretary of State;
- Project Budgets;
- Matching Funds Statement; and
- Contact information.

A specific deadline will be established and eligible applicants will be notified by email. When you submit the Rollover Application, Division staff will:

- Verify Basic Eligibility;
- Verify that the Project Description in the Rollover application has **NOT** changed from the Project Description in the original application that was recommended by the Council and approved by the Secretary of State; and
- Verify match percentages and documentation.

Removal from the Rollover List

An organization will be removed from the rollover list for the following:

- Failing to submit the updated information by the rollover deadline announced on the Division's website; and
- Failing to maintain basic eligibility, required match, or undisturbed use of the building or land or both.
- Changes in Scope of Work (Project Description)

Note: The project that was recommended for funding by the Florida Council on Arts and Culture and approved by the Secretary of State must not change. If changes to the Scope of Work are required, the applicant must submit a **NEW** application on the DOS Grants System at dosgrants.com during the regular application window.

How to Apply

Applications must be submitted on the DOS Grants System at dosgrants.com.

All application information submitted to the Division is open for public inspection and subject to the Public Records Law (Chapter 119, *Florida Statutes*).

Application Form

The application form must be completed using the Division's online grant application and submitted online by 5:00 p.m. ET on the application deadline. Deadlines are posted on the Division's web site at dos.myflorida.com/cultural/grants/grant-programs/cultural-facilities.

Applicants may request that a submitted application be electronically un-submitted at any point before the application deadline. The application must be resubmitted by the application deadline to be considered.

Attachments and Support Materials

Attachments and support materials must be uploaded into the online grant application system. Attachments and support materials will not be accepted by any other method including email and fax.

Required Attachments

Attachments are required documentation of eligibility. The required attachments for Cultural Facilities are:

1. **Matching Funds** Documentation.
    - Bank statements, awards, contracts, for **cash on hand**.
    - Copies of **irrevocable pledges (include a list or spreadsheet with totals).**
    - Letters and/or invoices from **in-kind contributors.**

2. Documentation of **Unrestricted Use** (construction and renovation projects only; see Unrestricted Use of Land and/or Buildings).
    - Deed, title, or property tax statement to document **unrestricted use; <u>or</u>**
    - Executed copy of lease and written explanation of any easements, covenants, or other conditions to document **unrestricted use.**
3. **Total Support and Revenue** Documentation (See Total Support and Revenue)
    - Audit or financial statement; OR
    - Audit or financial statement of the organization that will be responsible for management of the facility (*public entity applicants only)*.
4. Current **Architectural Plans** (for new construction and renovation projects only) certified by a licensed architect or engineer. If architectural plans are not required for the completion of the project, contractor project proposals or working drawings must be provided. (See Architectural Plans).
5. **Budget estimates** provided by the architect, engineer, or contractor that the Proposal Expense Details are based on.
6. **Project Support** Documentation
    - Up to 6 current letters of support from local officials (City and County Government), community groups, and community members (See Support Letters).
7. **Bureau of Historic Preservation (BHP) Determination Letter stating that the proposed project will have NO adverse effects to the building's historical significance** for buildings 50 years or older (See Historical Review Requirements).
8. **Nonprofit IRS Letter**. Not-for-profit tax-exempt applicants must also provide one (1) copy of your IRS 501(c) (3) or 501(c) (4) determination letter.
9. **Substitute W-9.** A copy can be obtained at flvendor.myfloridacfo.com.
10. **Form 990** for the organization's last completed fiscal year.

11. **Mission and Programming Materials** such as season program, box office statement, educational programs that document percentage of arts and cultural programming of facility. If project is for a new space without previous programing, provide programming examples.
12. **Additional Support Materials**: Support materials will be considered by panelists in the review and scoring so including them is highly recommended (See Support Materials).
13. **Appraisal and Purchase Documents (for Acquisition projects only):** In this attachment the Applicant Organization must include an appraisal(s), purchase agreement, title/owner search, and certified land survey. All closing costs are the responsibility of the Grantee. In addition to the supporting documents required for all applications, this application must include the following:
    - A copy of an executed option or purchase agreement;
    - A copy of the complete appraisal prepared by a Florida State Certified General Real Estate Appraiser;
    - A copy of a title search; and
    - A copy of the certified land survey.

Unrestricted Use of Land and/or Buildings

You must provide documentation that the Applicant has Unrestricted Use (either ownership or lease) of the building and the land associated with the proposal/project.

- **Ownership**: Legal proof of unrestricted ownership of property and building by the applicant. Unrestricted means unqualified ownership and power of disposition. Documentation may include a deed, title, or a copy of a recent property tax statement. Provisional sales contracts, binders, or letters of intent are not acceptable documentation of ownership.

If you do not have ownership of property and building, you must provide:

- **Lease for a specific period of time**: The lease must be executed/effective at the time of the application deadline and remain in effect for a length of time of not less than ten (10) years following the Grant Award. Only facilities with leases in which the lessor is a public entity governed by either a municipality or county, or a not-for-profit entity are eligible for a Cultural Facilities grant. Facilities or property owned by an individual or for-profit entity are not eligible for a Cultural Facilities grant
- **Documentation must include an executed copy of a lease** (see definition of Lease) and a written explanation of any easements, covenants, or other conditions affecting the use of the site or facility, or both.
- **Ownership of Improvements:** Applicants must retain ownership of all improvements made under the grant unless land or buildings or both are owned by the State of Florida and leased to an eligible applicant.

Total Support and Revenue (Statement of Comprehensive Income, Revenue and Expense)

You must provide documentation of your Total Support and Revenue for your last completed fiscal year.

- **Not-for-profit, tax-exempt organizations** provide an audit to substantiate Total Support and Revenue. If you do not have an audit, provide a financial statement **signed and certified by the authorizing official**, as documentation of Total Support and Revenue (Upload the last completed fiscal year).
- **Municipal or county governments (public entities)** - Either an audit or an internally prepared financial statement must be submitted as documentation of Total Support and Revenue (Upload the most recent available).
- If a City or County government owns the building or land or both and is applying on behalf of a not-for-profit organization, then the financial statements (or audit) of both entities are required.

Architectural Plans

All new construction and renovation applicants must upload current architectural plans for the facility certified by a licensed architect or engineer (not required for building acquisition). If architectural plans are not required for the completion of the project, contractor project proposals or working drawings must be provided. Applicants are required to include budget estimates provided by the architect, engineer, or contractor that the Proposal Expense Details are based on.

Support Letters

All applicants must submit current letters of project support from local officials (City and County Government), community groups, and community members who are lending support to this project. Letters should be from individuals who have actually visited the facility (if a renovation project) or participated in programs (if a new facility). **Applicants should avoid form letters; original letters that are signed and current are preferred**. A maximum of six support letters are recommended.

If matching funds are from a single source (i.e. Municipality/County Resolution, single donor, etc.), applicants are **strongly encouraged** to include letters or surveys showing community support for the project.

Historical Review Requirements

Facilities that are 50 years old or older may have historical significance that must be preserved. This includes structures where the intent is demolition. If your facility meets the criteria, the Bureau of Historic Preservation (BHP) must approve your project plans before submission of your application. Upload a copy of the BHP determination letter stating that the proposed project will have **no adverse effects** to the building's historical significance at time of the application.

Please note that the review time for projects is approximately 30 days once all required information is received by the Bureau of Historic Preservation office. If you have questions, please contact the Review and Compliance Section at 850.245.6333 or visit BHP web site at dos.myflorida.com/historical/preservation/compliance-and-review/documents-forms.

Support Materials

Support materials may include, but are not limited to:

- Photographs;
- Supplemental or expanded budgets;
- Flyers, brochures;
- Newspaper articles; and
- Plans for sustainable design.

Please submit only high quality materials that support your application and only as many as you need. Required attachments do not count towards the 10 upload limit.

It is your responsibility to verify and receive permission for the use of any copyrighted materials. You are also responsible for considering accessibility of your materials.

File Formats

Council members are not required to own specific software and the Division makes no guarantee that reviewers will be able to view your digital materials. To increase the chances of file compatibility, make sure files are in one of the following formats.

- Documents: doc., docx, .pdf, or .txt
- Images: .jpg, .gif, .png, or .tiff
- Audio: .mp3
- Video: .mp4, .mov, or .wmv

MacOS productivity files such as Pages, Keynote, and Numbers are not acceptable formats. Please save files into .pdf format before submission.

In lieu of large media files, the Division recommends providing a document with links to view media online.

Uploading Instructions

- Attachments and support materials must be uploaded in the online system by the application deadline.
- You may include up to 10 uploads for your support materials in addition to your Required Attachments. You can include more than one item in an upload. Do not upload multiple copies of the same file. You must describe your materials as you upload them.

Grant Forms

The following forms must be used in the administration of all grants in these guidelines and are hereby incorporated by reference and available from the Division through dosgrants.com:

#	Title	Form #	Effective Date
1.	Cultural Facilities Grant Application	CA2E147	XX/XXXX
2.	Grant Award Agreement	CA2E038	XX/XXXX
3.	Cultural Facilities Program Report	CA2E048	XX/XXXX

Single Audit Act

All grant award recipients are required to complete a Single Audit Act certification form through the Department of State grants management system at dosgrants.com. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. Certifications and any required audit are due nine months following the organization's fiscal year end date. See Florida Single Audit Act for more information.

Definitions

Accessibility - Opening existing programs, services, facilities and activities to individuals with disabilities. Inclusiveness of persons with disabilities is addressed through staffing, mission, policy, budget, education, meetings and programs to ensure that audiences/participants have an equal range of opportunities.

Applicant - A non-profit, tax-exempt, Florida corporation or a local or state governmental entity, school district, community college, college, university or artist engaged in or concerned with arts and cultural activities that is requesting grant funds from the Division.

Applicant Cash ($) - Funds from the applicant's present and/or anticipated resources. For the Operating Budget purposes, this line-item represents withdrawal from savings. This line item is often used to "balance the budget" when expenses exceed other revenues. It shows the applicant's ability to "pay the bills" for all expense items. If there are excess revenues, reduce this line to zero or only the amount needed to balance the budget. Negative numbers cannot be used to balance the budget.

Authorized Official - Name of person with authority to legally obligate the Applicant.

Cash Reserves ($) - For most organizations, this will be your savings account, other cash reserves or investments that are available to spend on general operations or programs. The "reserve" will usually increase when there are excess revenues for the year and decrease if there was a deficit. This is more a year end accounting function than actual day to day activity.

Catalog of State Financial Assistance (CSFA) - A statewide compendium of state projects that provide financial assistance to nonstate entities. As the basic reference source for state projects, the primary purpose of the Catalog is to assist users with obtaining general information on state projects and identifying state projects that meet specific objectives. State projects are cataloged by agency and are assigned a Catalog of State Financial Assistance (CSFA) number for easy referencing. The Cultural Facilities CSFA number is 45.014.

Community - The geographic area and/or constituents served by the applicant (for general program support requests) or by the proposal (for project requests).

Community Organizations - Civic, social service and business groups that may be involved in the project for which funding is being requested. These may include science organizations, historical organizations and organizations which serve diverse populations.

Congressional District of Applicant - District of the United States House of Representatives in which the applicant's business address is located.

Contact Person - The person to contact for additional information about the application. The person with immediate responsibility for the project.

Costs: Allowable ($) - Costs shall be allowed for the purposes of a grant provided that:

- they occur or are obligated within the grant period specified on the grant application; and
- they are solely for the purposes of the grant and can be easily identified as such.

Council - The Florida Council on Arts and Culture; a 15-member advisory council appointed to advise the Secretary of State regarding cultural grant funding and on matters pertaining to culture in Florida.

Cultural Diversity - Having the characteristic of being deeply rooted in and reflective of ethnically diverse, inner-city or rural populations and which represents the works of a particular culture, including an ethnic minority.

Cultural Events - Includes different artistic, cultural or educational activities which were produced or sponsored by the grantee, were open and accessible to the public and took place in the grant period, i.e. performances, exhibits, rehearsals, workshops, classes, seminars, demonstrations, conferences, publications or media broadcasts. Do not include strictly fund-raising/gala events. Note: to count number of events, only include the number of different events which were offered, i.e. a play performed ten times or a museum exhibit running for three months, should each be counted as one event.

Deliverable - The quantifiable goods or services that must be provided in order to receive payment. Each deliverable must be connected with one or more activities identified and described in the Scope of Work. Deliverables, along with the Scope of Work, are included in the grant agreement. Deliverables must be agreed upon by both the Division and the grant recipient. The deliverables will be developed by the grant applicant in the grant application for inclusion in the grant agreement but may be renegotiated by the Division.

Department - The Florida Department of State.

Director - The Director of the Division of Arts and Culture.

Disability - A physical or mental impairment that substantially limits one or more major life activities.

Division - The Division of Arts and Culture of the Department of State.

End Date - The last date of fiscal activity in the project for which assistance is requested.

Equipment ($) - All items which cost in excess of $5,000 (per unit) and have a life expectancy of over one year.

Financial Consequences - The financial consequences that will be applied if the grant recipient fails to perform all tasks outlined in the Scope of Work and/or fails to meet the deliverables outlined in the grant agreement. Financial consequences are tied to deliverables and each payment. Per Section 287.058, *Florida Statutes*, the Division is required to specify a reduction in grant funding that will be applied if the recipient fails to perform all activities outlined in the Scope of Work and/or fails to meet the deliverables outlined in the grant agreement.

Florida Accountability Contract Tracking System (FACTS) - The State of Florida's centralized online contract reporting system. All information pertaining to the grant agreement will be available on the FACTS system and viewable by the public. This includes the grant agreement, payment information, deliverables, performance metrics, grant award and audit information. FACTS is online at facts.fldfs.com.

Florida Single Audit Act – Requires an audit of a nonstate entity's financial statements and state financial assistance if $750,000 or more in state financial assistance is expended during the non-state entity's fiscal year. Such audits shall be conducted in accordance with the auditing standards as stated in the rules of the Auditor General.

Folklife - Means the traditional expressive culture shared within the various groups in Florida: familial, ethnic, occupational, religious and regional. Expressive culture includes a wide range of creative and symbolic forms such as custom, belief, technical skill, language, literature, art, architecture, music, play, dance, drama, ritual, pageantry and handicraft, which forms are generally learned orally, by imitation or in performance and are maintained or perpetuated without formal instruction or institutional direction (267.021, *Florida Statutes*).

Government Support: Federal ($) - Cash support derived from grants or appropriations given for this project (other than this grant request) by agencies of the federal government or a proportionate share of such grants or appropriations allocated to this project.

Government Support: Local/County ($) - Cash support derived from grants or appropriations given for this project by agencies of the local or county government or a proportionate share of such grants or appropriations allocated to this project.

Government Support: State/Regional ($) - Cash support derived from grants or appropriations given for this project (other than this grant request) by agencies of the state government and/or multi-state consortiums of state agencies or a proportionate share of such grants or appropriations allocated to this project.

Grant Award - The dollar amount of a grant award approved by the Secretary of State for a project, program or general program support as outlined in the application.

Grant Award Agreement - The document by which the Grantee enters into a contract with the State of Florida for the management of grant funds.

Grant Award Letter - The letter signed by the Secretary of State or an authorized representative of the Department of State and countersigned by the grantee. The grant award letter contains the grant award amount.

Grant Period - The time for the use of the grant award as set forth in the grant award agreement.

Grantee - An organization receiving a grant award from the Department of State.

In-Kind Contribution ($) - The documented fair market value of non-cash contributions provided by the grantee or third parties which consist of real property or the value of goods and services directly benefiting and specifically identifiable to the project.

Individuals Participating - The total number of individuals who are directly involved in the funded activity as artists, non-artist project participants or audience members between the grant or project start and end dates.

Figures should encompass only those individuals directly affected by or involved in the funded activity and should include Artists Participating and Youth Benefiting. For General Program Support count artists, staff, audiences and project participants directly involved with organization’s events and services within the given funding period; do not substitute the entire population of the geographic area served. For projects related to publication, report the number of persons using the materials or the number of copies actually distributed; do not substitute the total number of copies produced. For Internet-based projects, report the number of unique users; do not substitute the number of "hits" or times the information was accessed.

Marketing ($) - Include all costs for marketing/publicity/promotion specifically identified with the project or programming. Do not include payments to individuals or firms which belong under "Personnel," or "Outside Fees and Services: Other." Include costs of newspaper, radio and television advertising, printing and mailing of brochures, fliers and posters and space rental when directly connected to promotion publicity or advertising

Matching Funds - The portion of the project costs not borne by the Department of State. Matching funds shall amount to at least 50 percent of project costs which may include up to 25 percent of project costs as in-kind, unless otherwise specified in the Grant Award Agreement.

Funds received from the sale of the Arts License Plates are considered local government support and are allowed as match.

Minority - A lawful, permanent resident of Florida who is one of the following:

- an African-American (a person having origins in any of the racial groups of the African Diaspora);
- a Hispanic-American (a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean, regardless of race);
- an Asian-American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands, including the Hawaiian Islands prior to 1778);
- a Native-American (a person who has origins in any of the Indian Tribes of North America prior to 1835); or
- an American Woman. [288.703(4), *Florida Statutes*]

Noncompliance - The grant recipient is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies or other applicable laws.

Non-profit - Incorporated as an active non-profit Florida corporation, in accordance with Chapter 617 or Chapter 623, Florida Statutes. We do not fund Foreign Non-profits. A foreign non-profit is an existing corporation that is registered to do business in a state or jurisdiction other than where it was originally incorporated.

Older adults - Individuals over the age of 65 that directly attended/participated in the project or program.

Outside Fees and Services: Other ($) - Payments to firms or persons for non-artistic services or individuals who are not normally considered employees of the applicant, but consultants or the employees of other organizations, whose services are specifically identified with the project or programming.

Outside Fees and Services: Programmatic ($) - Payments to firms or persons for the programmatic services of individuals who are not normally considered employees of the applicant, but consultants or the employees of other organizations, whose services are specifically identified with the project or programming. Include artistic directors, directors, conductors, conservators, curators, dance masters, composers, choreographers, designers,

video artists, filmmakers, painters, poets, authors, sculptors, graphic artists, actors, dancers, singers, musicians, teachers, instructors, etc. serving in non-employee/non-staff capacities.

Personnel: Administrative ($) - Payments for salaries, wages, fees and benefits specifically identified with the project or programming, for executive and supervisory administrative staff, program directors, educational administrators, managing directors, business managers, press and agents, fund raisers, clerical staff such as secretaries, typists, bookkeepers; and supportive personnel such as maintenance and security staff, ushers and other front-of-the-house and box office personnel.

Personnel: Programmatic / Artistic ($) - Payments for salaries, wages, fees and benefits specifically identified with the project or programming for programmatic personnel including artistic directors, directors, conductors, conservators, curators, dance masters, composers, choreographers, designers, video artists, filmmakers, painters, poets, authors, sculptors, graphic artists, actors, dancers, singers, musicians, teachers, instructors, puppeteers, etc.

Personnel: Technical/Production ($) - Payments for employee salaries, wages and benefits specifically identified with the project, for technical management and staff, such as technical directors; wardrobe, lighting and sound crew; stage managers, stagehands; video and film technicians, exhibit preparators and installers, etc.

Presenter (Sponsor) - An organization that is in the business of presenting professional performing artists or arts groups to the public.

Private Support: Corporate ($) - Cash support derived from contributions given for this project (other than this grant request) by business, corporations and corporate foundations or a proportionate share of such contributions allocated to this project.

Private Support: Foundation ($) - Cash support derived from grants given for this project or programming by private foundations or a proportionate share of such grants allocated to this project or programming.

Private Support: Other ($) - Cash support derived from cash donations given for this project or a proportionate share of general donations allocated to this project. Do not include corporate, foundation or government contributions and grants. Include gross proceeds from fund-raising events.

Project Costs - All allowable expenditures incurred by the grantee and the value of in-kind contributions made by the grantee or third parties in accomplishing the grant.

Project Title - A short descriptive title of the project for which applicant is requesting assistance. If no formal title exists or if the title is not descriptive, a short phrase describing the activities of the project should be substituted.

Public Entity - A Public Entity is a Florida local government, entity of state government, school district, community college, college or university. Private schools, private community colleges, private colleges and private universities are not public entities and must be non-profit and tax-exempt to meet the legal status requirement. Public entities are not eligible to apply to the Arts in Education category. Public entities may apply to another discipline or the Arts in Education Specific Cultural Project Program grant category.

Recurring Cultural Program - Recurring cultural programs exist within multipurpose public or private non-profit institutions such as municipalities, universities, foundations, cultural centers and organizations, museums and other arts and cultural organizations. To be eligible:

- a cultural program located within a multipurpose institution must function as a discrete unit within its parent institution and present or produce a full season of programming on a yearly basis;
- have a full segregated and itemized budget within that of its parent institution;
- have an advisory board that governs the activities of the program; and
- be able to separately fulfill the Basic Eligibility and discipline-specific requirements.

Entire departments or schools within a university, college or other multipurpose institution do not qualify as recurring programs.

Regional - Within the state, at least 150-mile land radius of venue.

Regranting - Using state grants monies to underwrite grants programs or individual grants within one's own organization or another organization. Regranting of Division funds is prohibited.

Remaining Operating Expenses ($) - All expenses not entered in other categories and specifically identified with the project. Include non-structured renovations, improvements, scripts and scores, lumber and nails, electricity, telephone and telegraph, storage, postage, photographic supplies, publication purchases, sets and props, equipment rental, insurance fees, trucking, shipping and hauling expenses not entered under "Travel."

Remaining Proposal Expenses ($) - All expenses not entered in other categories that are specifically identified with the project or programming.

Revenue: Admissions ($) - Revenue derived from the sale of admissions, tickets, subscriptions, memberships, etc. In the Proposal Budget the admissions must be for events attributable or prorated to the proposal.

Revenue: Contracted Services ($) - Revenue derived from fees earned through sale of services (other than this grant request). Include sale of workshops, etc., to other community organizations, government contracts for specific services, performance or residency fees, tuition, etc. Include foreign government support.

Revenue: Other ($) - Revenue derived from sources other than those listed above. Include catalog sales, advertising space in programs, gift shop income, concessions, parking, investment income, etc.

Rural Economic Development Initiative - (REDI) recognizes rural or economically distressed counties and communities. You can find more information and a list of economically distressed counties and communities at floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition.

School-based Cultural Events - Cultural events that directly involve the participation of a public or private PreK-12 school, i.e. school field trips to arts organizations, performances or workshops which took place on school grounds or other collaborations between arts organizations and schools. In school-based cultural events, the school is involved in organizing the children's participation in the cultural event. Touring companies should not report attendance at schools when the program was funded by the Division's state touring grant program.

Scope of Work - A description of the specific work to be performed under the grant agreement in order to complete the project. The Scope of Work will be provided by the grantee for inclusion in the grant agreement if the grant is awarded funding.

Secretary - The Florida Secretary of State.

Service Area - Regular client/program participants, not including broadcasts.

Space Rental, Rent or Mortgage ($) - Payments for rental of office, rehearsal, theatre, hall, gallery and other such spaces. Do not include principal of mortgage; include interest only. Do not include rental of housing for guest artists or other persons.

Start Date - The first date of fiscal activity in the project for which assistance is requested.

State Supported Institution - Any organization whose general operations budget is supported by funds from state appropriations which exceeds $10,000, exclusive of competitive, nonrecurring grants.

Tax-exempt: designated as tax-exempt as defined in section 501(c)(3) or 501(c)(4) ofthe Internal Revenue Code of 1954, as amended. Staff will verify status in Guidestar at guidestar.org.

Total Fund Revenue - Means all revenue received by an organization during a fiscal year and recognized in the organization's independent certified audit or attested financial statement.

Total Operating Income ($) - Gross operating income for the organization's last completed fiscal year. Governmental agencies may include all funds directly appropriated and administered by the applicant agency, as well as support services provided by the agency, that are directly attributed to the program. A detailed listing of these support services must be attached to the grant application operating budget and must be approved by and signed by agency budget officials. Do not include capital contributions or expenses in the operating budget.

Traditional Arts - Traditional arts are traditional cultural expressions through which a community maintains and passes on a shared way of life. Traditional arts are rooted in and reflective of the cultural life of a community. Community members may share a common ethnic heritage, cultural mores, language, religion, occupation or geographic region. These vital and constantly reinvigorated artistic traditions are shaped by values and standards of excellence that are passed from generation to generation, most often within family and community, through demonstration, conversation and practice. Traditional art expressions are usually learned informally through a relative or the community and are maintained without formal teaching or academic training. Traditional arts are learned orally or by observation and imitation, often through a master artist instructing an apprentice. Some traditional arts have a deep-rooted history with little change, while others are constantly evolving and adapting to their changing environment.

> **Florida Statutes Definition** ". . . (6) Folklife means the traditional expressive culture shared within the various groups in Florida: familial, ethnic, occupational, religious and regional. Expressive culture includes a wide range of creative and symbolic forms such as custom, belief, technical skill, language, literature, art, architecture, music, play, dance, drama, ritual, pageantry and handicraft, which forms are generally learned orally, by imitation or in performance and are maintained or perpetuated without formal instruction or institutional direction," 267.021 FS.

The Traditional Arts discipline includes many forms and processes of expression including, but not limited to: performing traditions in music, dance and drama; traditional storytelling and other verbal arts; traditional crafts; visual arts; and architecture.

Examples of Traditional Arts projects may include an African Caribbean Dance Festival, Music and Dance of India, Cherokee Storytelling and African American gospel music *in which each art form is presented by a traditional artist*.

Note: The Traditional Arts discipline is **not** intended for programming that focuses primarily on the following activities: research for scholarly purpose only; historical presentations; re-creations or re-enactments; cultural appropriation and revivalism, tourism and contemporary studio crafts or reproductions.

Travel ($) - Include fares, hotel and other lodging expenses, taxis, per diem payments, toll charges, mileage, allowances on personal vehicles, car rental costs, etc. For transportation not connected with travel of personnel and for trucking, shipping or hauling expenses see "Remaining Operating or Proposal Expenses."

Underserved Designation – Either a rural or minority cultural organization.

A ***rural*** cultural organization is:

- Designated by the Rural Economic Development Initiative (REDI) as an economically distressed county or community. You can find more information and a list of economically distressed counties and communities at floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition.

A minority cultural organization is:

- Community-based,
- Deeply rooted in and reflective of a specific religious, racial, national or cultural group of non-western or Judeo-Christian tradition or
- Composed of at least 51% persons who represent such groups as African American, Hispanic, Native American, Asian/Pacific Islander, individuals with disabilities and other minorities. This includes staff, board, artists and volunteers. Gender is not considered a minority for the purposes of this program.

Youth Participating - Individuals under the age of 18 that directly attended/participated in the project or program.

Help

For general information about the Division of Arts and Culture and to access grant information, panel details and resources, visit our web site at: dos.myflorida.com/cultural.

For information about the Cultural Facilities program, contact the program manager responsible for your proposal type and discipline at dos.myflorida.com/cultural/about-us/staff-listing.

DRAFT

EMPLOYMENT AGREEMENT

Interim City Manager

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the City of Palatka, Florida, a Florida municipal corporation, hereinafter called the "City," and Cynthia W. Curry, hereinafter called the "Interim City Manager," both of whom understand as follows:

WITNESSETH

WHEREAS, the office of City Manager of the City of Palatka is vacant and the city requires experienced executive leadership on an interim basis pending recruitment and appointment of a permanent City Manager;

WHEREAS, the city has solicited Cynthia W. Curry to provide management services on an interim basis as Interim City Manager;

WHEREAS, Cynthia W. Curry is qualified and competent to serve as the Interim City Manager and is ready, willing, and able to perform the duties of the position consistent with the following terms and conditions; and

WHEREAS, the City and the Interim City Manager find it mutually beneficial to enter into a contract of employment setting forth agreements and understandings which: (1) provide inducement for the Interim City Manager to accept the appointment; (2) make possible full work productivity by assuring the Interim City Manager with respect to the terms of the engagement; (3) establish the basis and framework for the relationship between the City and the Interim City Manager; and (4) provide a just means of terminating the Interim City Manager's services;

The above representations are true and correct, are incorporated by reference into this Agreement and form the bases on which the parties enter into a contract;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The City Commission hereby appoints and employs Cynthia W. Curry as the Interim City Manager of the City of Palatka to perform the duties and functions of that position as specified in the City Charter, the Code of Ordinances, and the job description, if any, and such other lawful duties as the City Commission may assign from time to time. The Interim City Manager shall serve as the chief administrative officer of the City and shall faithfully perform those duties to the best of her ability.

Section 2. Term

A. This Agreement shall commence on the Effective Date and continue for a fixed term of one (1) year, ending 17 June 2027. The term may be extended only by

mutual written agreement of the parties, approved by the City Commission, or terminated earlier as provided in Section 4.

B. Holdover. If, upon expiration of the term, the City has not appointed a permanent City Manager and the parties have not executed a written extension, this Agreement shall continue on a month-to-month basis solely to ensure continuity of management, terminable by either party upon thirty (30) days' written notice, and in no event extending more than three (3) months beyond the original term with written mutual agreement of both parties.

C. This is an interim, time-limited appointment. Nothing in this Agreement contemplates, or creates an expectation of, or entitles the Interim City Manager to appointment as the permanent City Manager.

D. The Interim City Manager shall hold office at the will of the City Commission, and nothing in this Agreement shall limit the right of the City Commission to terminate the appointment at any time, subject only to Section 4. Likewise, nothing shall limit the right of the Interim City Manager to resign, subject only to Section 4.

E. The Interim City Manager shall report for duty on _17 June_, 2026.

Section 3. Salary and Related Matters

A. The City agrees to pay the Interim City Manager for her services an annual base salary of $170,000.00, payable in equal installments at the same time and in the same manner as other employees of the City are paid, subject to all applicable federal withholding, FICA, and other payroll deductions.

B. The City may fix such other terms and conditions of employment as it may determine from time to time, provided they are not inconsistent with this Agreement, the City Charter, or applicable law.

C. Fringe benefits. All provisions of the City Charter, Code, and City regulations relating to fringe benefits and working conditions, including without limitation to health insurance, life insurance, workers' compensation and disability benefits, shall apply to the Interim City Manager as they would to other management employees of the City, except as otherwise provided herein.

D. Retirement. The Interim City Manager's participation, if any, in the City's applicable retirement plan(s) and/or a deferred-compensation plan shall be governed by the terms of those plans and applicable law.

E. Paid leave. The Interim City Manager shall accrue paid leave at the rate applicable to City management employees.

F. City Vehicle. The Interim City Manager is required to be on call at all times, and in recognition thereof, the City shall provide, maintain, insure and fuel a vehicle for business use. The vehicle is equipped with a GPS tracking device which may not be removed or otherwise tampered with. The Interim City Manager is authorized to use the provided vehicle at her discretion, and without restriction as to the vehicle's use

on weekdays or weekends, hours of the day, or mileage driven in any given period of time. The Interim City Manager agrees to employ her discretion and good judgment when using or planning the use of the provided vehicle, understanding that it is a public asset and an emblem of her role and responsibilities with the City.

G. Housing Allowance. This is an interim, time limited appointment, and as such the Interim City Manager shall be provided a monthly housing allowance of $1,700.00 paid bi-weekly up through the last day of the contract.

H. Cell Phone and Lap Top. The City shall provide the Interim City Manager with a cellular (smartphone) and a laptop computer for professional use in accordance with the City's Technology Policy.

Section 4. Termination and Severance

A. Resignation. If the Interim City Manager terminates the appointment at her own initiative, she shall give the City Commission thirty (30) days' written notice in advance, unless the parties otherwise agree.

B. Termination without cause. The City Commission may terminate this appointment at any time, without cause, upon thirty (30) days' written notice. Other than the payout of accrued leave, no severance is payable upon expiration or termination of this Agreement, consistent with the interim nature of the appointment.

C. Termination for cause. The City Commission may terminate for cause and shall be the judge of whether cause exists. "Cause" shall be limited to: gross negligence in the handling of City affairs; willful violation of law; willfully disregarding a lawful directive of the City Commission or a policy of the City; conduct unbecoming a City Manager; or pleading guilty or nolo contendere to, or being found guilty of, a misdemeanor involving physical violence, theft, driving under the influence, or possession or sale of drugs, or any felony. The City must state with specificity and detail in writing in advance the bases upon which it intends to terminate with cause. The interim City Manager shall be given a fifteen (15) day opportunity to cure before she is terminated for cause.

D. Disability / death. If the Interim City Manager is unable to perform the duties of the position due to physical or mental impairment for ninety (90) consecutive days, or upon death, the parties may terminate this Agreement, with payment limited to accrued and unused leave and any benefits to which she is entitled through the last day of employment.

E. Misconduct bar. Notwithstanding any other provision, the Interim City Manager is prohibited from receiving any severance or termination pay if her employment is terminated for misconduct as defined in Section 443.036(29), Florida Statutes.

Section 5. Dues and Subscriptions

The city agrees to pay for the professional dues and subscriptions of the Interim City Manager reasonably necessary for her continued professional participation (including

ICMA, NFBPA and similar organizations), subject to the amount appropriated in the city budget.

Section 6. Bonding

The City shall bear the full cost of any fidelity or other bond required of the Interim City Manager under any law or ordinance.

Section 7. Standards of Conduct; Ethics

The Interim City Manager shall comply with Chapter 112, Part III, Florida Statutes (Code of Ethics for Public Officers and Employees), including without limitation Section 112.313, governing solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationships; disclosure or use of certain information; and post-employment restrictions; and with all lawful Commission directives, all applicable laws, and the City's policies, ordinances, and Charter.

Section 8. Public Records and Sunshine Law

The Interim City Manager shall comply with Chapter 119, Florida Statutes (Public Records) and Section 286.011, Florida Statutes (Government in the Sunshine), and shall cooperate fully with the City's obligations thereunder. All records made or received in connection with the performance of her duties are public records.

Section 9. Confidentiality

The Interim City Manager shall hold in confidence all non-public information obtained during her employment, consistent with Florida's Public Records and Sunshine laws, and shall not use or disclose such information except in performance of her duties or as required by law. This obligation survives termination.

Section 10. Work Product and Records

All documents, data, reports, and work product created in the performance of this Agreement are the property of the City and constitute public records. Upon expiration or termination, the Interim City Manager shall promptly return all City property, files, and records in her possession or control.

Section 11. Dispute Resolution

Before initiating litigation, the parties shall first attempt in good faith to resolve any dispute arising under this Agreement through non-binding mediation in Putnam County, Florida, with the costs of mediation shared equally.

Section 12. General Provisions

A. Entire agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, drafts, and agreements regarding its subject matter.

B. Amendment. This Agreement may be amended only by a written instrument signed by both parties.

C. Severability. If any provision is held invalid or unenforceable, the remainder shall remain in full force and effect.

D. Governing law and venue. This Agreement is governed by Florida law; venue for any action shall lie in Putnam County, Florida.

E. Background check; residency. This Agreement is contingent upon the Interim City Manager's satisfactory completion of the City's standard background check. Residency within the City is waived for the term of this appointment.

F. Counterparts. This Agreement may be executed in counterparts, including electronically.

G. Effective date. Except as otherwise provided, the terms and conditions of employment described in this Agreement shall be effective 17 June 2026.

IN WITNESS WHEREOF, the City has caused this Employment Agreement to be signed and executed on its behalf by its Mayor, duly attested by its City Clerk, and the Interim City Manager has signed and executed this Agreement.

CITY OF PALATKA, FLORIDA

By: _____
Roberta Correa, Mayor
Date: _____

ATTEST: _____
Karen Hayes, City Clerk
Date: _____

Approved as to form and legality:

_____
Jane West, City Attorney
Date: _____

_____
Cynthia W. Curry, Interim City Manager
Date: _____

SECOND READING: ORDINANCE 2026-28: AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ESTABLISHING THE PROVISIONS OF A PLANNED UNIT DEVELOPMENT OVERLAY WITH RESPECT TO THE FOLLOWING PARCELS OF LAND: 42-10-27-6850-0120-0101, 42-10-27-6850-0110-0100, 42-10-27-6850-0120-0020, 42-10-27-6850-0120-0011, 42-10-27-6850-0120-0010, 42-10-27-6850-0150-0060, 42-10-27-6850-0150-0040, 42-10-27-6850-0150-0090, LOCATED AT 201, 211, 225, 229, 300 and 320 SAINT JOHNS AVENUE, and 301 REID STREET, PALATKA, FLORIDA; PROVIDING FOR SCRIVENERS ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF REPORT

DATE: June 11, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request to rezone 8 parcels located at 201, 211, 225, 229, 300, 320 St. Johns Ave., 301 Reid Street, and an unassigned location at the corner of South 2nd. Street and St. Johns Ave. in order to establish the provisions of a Planned Unit Development Overlay.

BACKGROUND

This is a multiple application involving a total of eight (8) parcels located mainly along St. John's Avenue. The applicant is requesting the rezoning of the subject parcels to Planned Unit Development (PUD). According to the Palatka Zoning Code, Section 94-157 the PUD district is an overlay district which can be applied to any underlying land use. The parcels have a Commercial future land use in the Comprehensive Plan and Downtown Riverfront zoning district. The downtown riverfront (DR) district was established for the purpose of providing a pedestrian-oriented, retail/entertainment area that has historically been downtown and its waterfront area. The intent of the applicant is to redevelop the parcels under a unified master plan that calls for a mixed-use project consisting of restaurants, entertainment bar, events venue, hotel rooms and possibly a residential component.

PROJECT ANALYSIS

The request for a PUD is consistent with the Comprehensive Plan and Zoning Code. The application meets all the standards and requirements of a Planned Unit Development. For further reference, the complete analysis is contained in the attached staff report. The application was reviewed by the Planning Board on May 5 and recommended approval of the request and the corresponding Development Agreement between the City of Palatka and Beck/Sloan Properties, Inc. The Planning Board granted approval of a requested conditional use for hotel rooms as specified in the Development Agreement.

Staff Recommendation

Staff recommends APPROVAL of the application as well as the corresponding Development

Agreement

ATTACHMENTS

1.	staff report
2.	BUSINESS IMPACT ORDINANCE 2026-28
3.	28. Ordinance 2026-28 Collective Downtown PUD - Ordinance 2026-28 and Dev. agreement

A. Application Summary

Project: PB26-04 Several Downtown Parcels
Request: This is a multiple request for eight (8) combined parcels totaling 1.37 acres+/- to rezone to Planned Unit Development.

Parcels:	**42-10-27-6850-0120-0101; 42-10-27-6850-0110-0100; 42-10-27-6850-0120-0011; 42-10-27-6850-0120-0010; 42-10-27-6850-0150-0060; 42-10-27-6850-0150-0040; 42-10-27-6850-0150-0090.**
Project Manager:	Lorenzo Aghemo, Planning Director
Owner:	Beck/Sloan Properties, Inc.
Agent:	James Troiano

I. Background

This is a multiple application involving a total of eight (8) parcels located mainly along St. John's Avenue. The applicant is requesting the rezoning of the subject parcels to Planned Unit Development (PUD). According to the Palatka Zoning Code, Section 94-157 the PUD district is an overlay district which can be applied to any underlying land use. The parcels have a Commercial future land use in the Comprehensive Plan and Downtown Riverfront zoning district. The downtown riverfront (DR) district is established for the purpose of providing a pedestrian oriented, retail/entertainment area that has historically been downtown and its waterfront area. The intent of the applicant is to redevelop the parcels under a unified master plan that calls for mixed-use project consisting of restaurant, entertainment bar venue, hotel rooms and possibly a residential component.

The first floor will provide individual businesses with an opportunity to lease space to sell food and beverages for sale to the public in a food court style layout. On the proposed third floor of the 229 parcel the intent is to develop eight (8) hotel suites (Figure 4) to add to the eight (8) hotel rooms already approved for a total of sixteen (16) hotel rooms on this parcel. The applicant is also proposing to build four (4) hotel rooms on the second floor of the 225 parcel. The 211-parcel received conditional use approval for seven (7) hotel rooms in 2024. The applicant seeks to add eight (8) hotel rooms to the already approved eight (8) rooms for a total de sixteen hotel rooms in the 229 parcel. If the two pending applications are approved by the Planning Board, the 200 block at St. Johns Ave. will have a total of 27 hotel rooms. Additionally, Beck/Sloan Properties Inc. intents to renovate the James Hotel and add rooms to the Shelley Building at 300 and 320 St. Johns Ave., however the number of hotel rooms has not been disclosed yet. All these requests are part of an overall single redevelopment project. The intent of the applicant is for the James Hotel to serve as the main facility and anchor to all the proposed hotel units. This is critical for this conditional use application because the Downtown Riverfront District permits hotels as conditional uses but does not allow stand-alone hotel rooms. A Planned Unit Development Overlay is required pursuant to Section 94-113 (7) of the code: "Planned *unit development overlay*

threshold. Any proposed nonresidential development exceeding 20,000 square feet or residential development with project density exceeding five units per acre or residential development with more than five units shall be required to utilize a planned unit development overlay.". This requirement must be met before applications for site plan review and building permit are submitted by the applicant.

STANDARDS FOR PUD

(a) Unity. A parcel which is proposed for planned unit development shall be in single ownership or control.

The parcels proposed for the PUD are under the control of Beck/Sloan Properties Inc.

(b) Maximum density. The maximum density of a planned unit development shall not exceed that allowed in the district within which the planned unit development is approved.

There is no proposal to develop residential use thus the density requirement does not apply at this time.

(c) Access. Every dwelling unit or other use permitted in the planned unit development shall have access to a public street either directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access. Permitted uses are not required to front on a dedicated public road.

All the uses contemplated in the PUD have proper access to public streets.

(d) Internal lots and frontage. Within the boundaries of the planned unit development, no minimum lot size, minimum yards, or maximum height of structures shall be required.

Not applicable.

(e) Open space requirements. There shall be no minimum open space requirement for planned unit developments; however, each planned unit development proposed within the City of Palatka must include provisions for open space, with particular reference to the preservation of natural features indigenous to the site. For purposes of this section, neither the waters of the St. Johns River or land or water bodies located off-site shall be included in determining open space.

Not applicable.

(f) Underground utilities. Within a planned unit development, all utilities, including telephone, television cable and electrical systems shall be installed underground, applicable only for new construction. Appurtenance to these systems which require aboveground installation must be effectively screened and thereby may be excepted from

this requirement. Primary facilities providing service to the site of the planned unit development may be excepted.

Not applicable.

(g) Off-street parking requirements. Off-street parking requirements for uses within a planned unit development shall be as provided in article V of this chapter.

The parcels are zoned Downtown Riverfront which does not required the provision of parking.

(h) Minimum living area for dwelling units: 500 square feet

Not applicable.

Unified control.

(a) All land included for the purpose of development as a planned unit development shall be under the legal control of the applicant, whether that applicant be an individual, partnership or corporation, or group of individuals, partnerships or corporations. Applicants requesting approval of a planned unit development shall present firm evidence of unified control of the entire area within the proposed planned unit development, together with a certificate of apparent ownership and encumbrance, with the opinion of counsel representing the developer establishing that the developer has the unrestricted right to impose all of the covenants and conditions upon the land as are contemplated by the provisions of this chapter.

The applicant has demonstrated control of the parcels. The opinion of counsel representing the developer is not applicable since the PUD is a mix use development with no residential component and no covenants restrictions are contemplated.

(b) *The applicant shall state agreement to:*

(1) Proceed with the proposed development according to the provisions of this chapter and such conditions as may be attached to the conditional use permit for the planned unit development;

(2) Provide agreements, contracts, deed restrictions and sureties acceptable to the city commission for completion of the development according to the approved plans, and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense; and

(3) Bind the applicant's successors in title to any commitments made under subsections (1) and (2) of this subsection.

All such agreements and evidence of unified control shall be examined by the city attorney, and no planned unit development shall be approved without a certification by the city attorney that such agreements and evidence of unified control meet the requirements of this chapter.

The applicant will enter into a Development Agreement with the city which will address these requirements. The city concurs with the terms of the Development Agreement, however there is one portion of the agreement that needs to be addressed in this report. The applicant is requesting that a conditional use approval be granted by way of the agreement. At this stage, this remains merely a request. Entering into the Development Agreement does not simultaneously grant a conditional use. There is no legal mechanism for the agreement to provide a conditional use since the agreement cannot supersede the jurisdiction and authority of the Planning Board. However, staff would support those conditional use requests if and when they are submitted to the Planning Department.

RECOMMENDATION

Staff recommend **APPROVAL** of the placement of a Planned Unit Development Overlay on the subject parcels.

Staff recommend **APPROVAL** of the Development Agreement between the City and Beck/Sloan Properties, Inc.

Business Impact Estimate

Proposed ordinance's title/reference: "**ORDINANCE NO. 2026-23** Rezone / PUD of PARCELS **42-10-27-6850-0120-0101, 42-10-27-6850-0110-0100, 42-10-27-6850-0120-0020, 42-10-27-6850-0120-0011, 42-10-27-6850-0120-0010, 42-10-27-6850-0150-0060, 42-10-27-6850-0150-0040, 42-10-27-6850-0150-0090** More specifically:

ORDINANCE 2026-28

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ESTABLISHING THE PROVISIONS OF A PLANNED UNIT DEVELOPMENT OVERLAY WITH RESPECT TO THE FOLLOWING PARCELS OF LAND: 42-10-27-6850-0120-0101, 42-10-27-6850-0110-0100, 42-10-27-6850-0120-0020, 42-10-27-6850-0120-0011, 42-10-27-6850-0120-0010, 42-10-27-6850-0150-0060, 42-10-27-6850-0150-0040, 42-10-27-6850-0150-0090, LOCATED AT 201, 211, 225, 229, 300 and 320 SAINT JOHNS AVENUE, and 301 REID STREET, PALATKA, FLORIDA; PROVIDING FOR SCRIVENERS ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE 2026-28

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ESTABLISHING THE PROVISIONS OF A PLANNED UNIT DEVELOPMENT OVERLAY WITH RESPECT TO THE FOLLOWING PARCELS OF LAND: 42-10-27-6850-0120-0101, 42-10-27-6850-0110-0100, 42-10-27-6850-0120-0020, 42-10-27-6850-0120-0011, 42-10-27-6850-0120-0010, 42-10-27-6850-0150-0060, 42-10-27-6850-0150-0040, 42-10-27-6850-0150-0090, LOCATED AT 201, 211, 225, 229, 300 and 320 SAINT JOHNS AVENUE, and 301 REID STREET, PALATKA, FLORIDA; PROVIDING FOR SCRIVENERS ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS application has been made to the City of Palatka Planning Department on behalf of the Beck/Sloan Properties, Inc. for properties located on 201, 211,225, 229, 300 and 320 St. Johns Avenue, and 301 Reid Street before the City Commission of the City of Palatka on May 14, 20246 and May 28, 2026; and

WHEREAS, the City Commission of the City of Palatka has determined that The Downtown Collective Planned Unit Development should be approved.

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

Section 1: The Downtown Collective Planned Unit Development is hereby approved the hereinafter described properties:

Parcel No. 42-10-27-6850-0120-0101;

Parcel No. 42-10-27-6850-0120-0020;

Parcel No. 42-10-27-6850-0120-0011;

Parcel No. 42-10-27-6850-0150-0060;

Parcel No. 42-10-27-6850-0150-0090;

Parcel N0. 42-10-27-6850-0150-0040;

Parcel No. 42-10-27-6850-0120-0010;

Parcel No**.** 42-10-27-6850-0110-0100

DESCRIPTION OF PROPERTIES:

201 St. Johns Avenue (42-10-27-6850-0120-0101):
DICK S MAP OF PALATKA MB2 P46, BLK 12 N 99FT 8 3/4IN
OF THE, E 121FT 3 1/4IN OR392 P1061

Unassigned Location (Corner of South 2nd Street and St. Johns Avenue)
(42-10-27-6850-0110-0100): DICKS MAP OF PALATKA MB2 P46,
BLK 11 E 127FT OF S 100FT OF, LOTS 5 + 10 (EX BK160 P220)

211 St. Johns Avenue (42-10-27-6850-0120-0020):
DICK S MAP OF PALATKA MB2 P46 BLK 12 LOT 2 + PT OF LOTS 10 + 11 BK207 P589

225 St. Johns Avenue (42-10-27-6850-0120-0011):
DICK S MAP OF PALATKA MB2 P46 BLK 12 PT OF LOT 1 BK197 P443

229 St. Johns Avenue (42-10-27-6850-0120-0010):
DICK S MAP OF PALATKA MB2 P46 BLK 12 PT OF LOT 1 BK197 P447

300 St. Johns Avenue (42-10-27-6850-0150-0060):
DICKS MAP OF PALATKA MB2 P46, E 47FT OF S 75FT & E 65FT OF, N 65FT
OF S 140FT OF BLK 15

301 Reid Street (42-10-27-6850-0150-0040):

DICKS MAP OF PALATKA MB2 P46, N 118 FT OF E 92 FT OF BLK 15, (EX HWY)

320 St. Johns Avenue (42-10-27-6850-0150-0090):
DICKS MAP OF PALATKA MB2 P46, PT OF BLK 15 OR447 P525
(EX, OR680 P1311 PARKING LOT)

Section 2: Conditional Use Approval. The Conditional Use Approval requested by the applicant and specified in the Development Agreement (Exhibit 1) has been approved by the Planning Board at their public meeting held on May 5, 2026. Specifically, the conditional use for hotel rooms is granted for the Phase II parcels: 300 St. Johns Avenue, 301 Reid Street, and 320 St. Johns Avenue.

Section 3: The owner and successor(s) development plans must generally comply with the site plan and with the conditions of approval set forth in the Development Agreement (Exhibit 1).

Section 4: Unified control. The common area of these properties shall be under the legal control of the owner and successor(s) whether that entity be an individual, partnership or corporation, or group of individuals, partnerships or corporations. The owner and successor(s)on an ongoing basis shall present firm evidence of unified control of the common area within the planned unit development, together with a certificate of apparent ownership of the common area and its encumbrance.

Section 5: Agreement binding upon owner and successors. The owner and his successors shall be bound in title to any commitments of this ordinance. The owner or successor(s) shall on an annual basis between November 1 and December 31 provide a written certification that they will continue to meet all rules, standards, and site plan requirements of this ordinance. Repeated and documented failure to meet the intent of the ordinance shall trigger review by the Planning Board, which may, with cause revoke the PUD approval, making the use nonconforming. If the owners sell individual buildings or units, the purchasers shall be bound by the agreement(s) by and between the original developer and the City of Palatka, Florida

Section 6: Certificate of Occupancy. A final certificate of occupancy shall not be granted until all required improvements of the site plan within the applicable Phase(s) of the development are completed and inspected for compliance by the City or its agent.

Section 7: Concurrency. All Municipal Codes shall be met before a building permit is issued and concurrency requirements are met.

Section 8: To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 9: Scrivener's Errors. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 10: Effective Date. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 14th day of May 2026.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11th day of June 2026.

By: _____
Mayor: Roberta Correa

ATTEST:

_____
City Clerk: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney: Jane West, Esq.

Exhibit 1

DEVELOPMENT AGREEMENT

The Downtown Collective PUD

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ___day of _____2026, by and between BECK/SLOAN PROPERTIES, INC., a Florida Corporation located at 2000 Reid Street, Palatka Florida 32177; THE HOTEL JAMES PALATKA, LLC., a limited liability company located at 2000 Reid Street Palatka, Florida 32177, and ST. JOHNS AVENUE DEVELOPMENT, LLC., a limited liability company located at 3400 Crill Avenue, Palatka, Florida 32177 (hereafter referred to as the "DEVELOPER") and CITY OF PALATKA, FLORIDA, a political subdivision of the State of Florida ("City") pursuant to the Florida Local Government Development Agreement Act, Section 163.3220, Florida Statutes.

PREAMBLE

WHEREAS, the Developer is the legal or equitable owner of certain real property located within the boundaries of the City, the legal description of which is attached to this Agreement as Exhibit A ("Property"); and

WHEREAS, the Developer and the City mutually acknowledge their desire to enter into a development agreement for the Property pursuant to Section 163.3220, Florida Statutes, and to be bound by the terms and provisions of this Agreement; and

WHEREAS, the Developer and the City desire to establish certain terms and conditions relating to the future development of the Property and wish to establish certainty as to the Developer's development of the Property; and

WHEREAS, the City finds that this Agreement is consistent with the City's Comprehensive Plan and City Code; and

WHEREAS, this Agreement has been considered by the City Commission at duly noticed public hearings on and, respectively.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in demonstration of satisfaction of the various goals, objectives and policies of the Comprehensive Plan and the Code, the Developer and City agree as follows:

1. Recitals:

The foregoing recitals are true and correct and are incorporated in this Agreement by reference. All exhibits to this Agreement are deemed a part of this Agreement.

2. Definitions:

The following terms shall have the following meanings:

a) "Comprehensive Plan" shall mean the City of Palatka's Comprehensive Plan adopted by the City pursuant to Chapter 163, Part II, Florida Statutes ("Plan").

b) "City' shall mean the City of Palatka, a political subdivision of the State of Florida, acting by and through the City Commission.

c) “Development” shall be as defined in Section 380.04, Florida Statutes.

d) “Developer” shall mean Beck/Sloan Properties, Inc., The Hotel James Palatka, LLC., and St. Johns Avenue Development, LLC.

e) “Development Order” shall mean a development order or orders, issued by the City authorizing the Developer to proceed with and carryon development upon the Property.

f) “Development Permit” includes any building permit, rezoning, variance, waiver, development of regional impact, development order, or any other official action of local government having the effect of permitting the development of land.

g) "Effective Date" shall mean the date of recordation of this Agreement.

h) "Property' means the real property described in Exhibit A.

Any terms not defined in this Agreement shall have the definition as set forth in the Plan and the Code as they exist on the execution date of this Agreement.

3. Purpose:

The purpose of this agreement is to set forth the ownership and general location of the parcels to be rezoned in the Downtown Palatka Planned Unit Development (PUD). This Agreement is not intended to, nor does it, approve or authorize any amount of development or type of use on the Property, nor does it require the City to approve any Plan amendment, or rezoning, or development order, or development permit for the Property. Rather, the purpose of this Agreement is to set forth requirements and commitments regarding the development of the Property to ensure the Property may be developed during the term of this Agreement under the existing Code and Plan, except as otherwise set forth in this Agreement.

4. Lands Affected:

The legal description for the lands affected by this Agreement ("Property") is set forth as Exhibit “A.” The Putnam County Parcel ID numbers are: 42-10-27-6850-0120-

0101; 4210-27-6850-0110-0100; 42-10-27-6850-0120-0020; 42-10-27-6850-0120-0011; 42-1027-6850-0120-0010; 42-10-27-6850-0150-0060; 42-10-27-6850-0150-0040 and 42-1027-6850-0150-0090.

The parcels have approximately 487 linear feet of frontage along St. Johns Avenue, approximately 98 feet along Reid Street, approximately 313 feet along Third Street and approximately 201 feet along Second Street. See legal description in Exhibit A for more details.

Legal and Equitable Owners of Property:

The name of the legal and controlling owners of the parcels of land are:

D Beck/Sloan Properties, Inc, a Florida Corporation located at 2000 Reid Street, Palatka Florida 32177. Preston B. Sloan, president and director and Bradley C. Sloan, vice president, secretary, treasurer and director.

E The Hotel James Palatka, LLC, a limited liability company located at 2000 Reid Street Palatka, Florida 32177. Preston B. Sloan and Bradley C. Sloan, both managers.

F St. Johns Avenue Development, LLC, a limited liability company located at 3400 Crill
Avenue, Palatka, Florida 32177. Charles B. Bates, Jr., Preston B. Sloan, Charles B. Bates III, Preston Sloan, Jr. and Timothy D. Fannin, all authorized members. See Exhibit B for letter of control from St. Johns Avenue Development, LLC.

Authority for Agreement:

This Agreement is being entered into pursuant to authority provided in Sections 163.3220 - .3243, Florida Statutes, otherwise known as the Florida Local Government Development Agreement Act ("Act").

Effective Date and Duration of Agreement:

Within fourteen (14) days of approval of this Agreement, the City shall record it in the public records. Once recorded, this Agreement shall be in effect. The Agreement shall run with the land and be binding on all parties and all persons claiming under it in perpetuity, unless amended, and shall be transferable and binding RQWKH&LW\DQGto future property owners.

Project Plan:

The site plan generally depicts eight (8) parcels consisting of approximately five (5) acres. Refer to Exhibit C for site plan and Exhibit D for conceptional architectural elevations for 201, 211, 225 and 229 St. Johns Avenue. These elevations are subject to change as the development is designed and permitted. At the time of this writing, there are no elevations available for the other properties listed in this Agreement.

D 201 St. Johns Avenue:
After renovations, this current estimated 23,000 square foot building will have

approximately 9,000 square feet added as a third-floor rooftop bar and restaurant. When completed, the first floor is designed at this time to have a EHVW RI FODVV restaurant, a state-of-the-art multi-purpose event space on the second floor and arooftop restaurant and bar on the third floor.

E Unassigned Location (Corner of North Second Street and St. Johns Avenue): It is unknown at this time what will be developed at this location. To begin, as a necessity for the construction needs of the 200 block, it will be used a laydown yard for construction. This has been approved by the City of Palatka. After advanced public notice, all general parking will be removed. Since development is to be determined, it will be included in the second phase of this PUD. All future development will be in accordance with the Downtown Riverfront Zoning District.

F 211 St. Johns Avenue:
This existing estimated 19,000 square foot two story building will be converted into a modern food hall concept on the first floor. At this time, we believe there will be no less than four individual leasable spaces that can scale up as needed to no more than 10 spaces. This food hall will be open the general public. The second floor is designed to have five high-end hotel rooms. These rooms have already received a Conditional Use Permit (CUP) by the City of Palatka Planning Commission.

G 225 St. Johns Avenue:
At this time, it is uncertain what will be located on the first floor of this estimated 5,000 square foot two-story building. Uses may range from an art gallery to a special event space that are leasable and available to the general public. All uses will be in accordance with the Downtown Riverfront Zoning District. However, the first floor will serve as an entry point for access to the hotel rooms on the second floor of this building, as well as those rooms in the 211 and 229 St. Johns Avenue locations. For the second floor, we have identified four hotel rooms and a special event space. The event spaces are envisioned to be leasable spaces for parties, special events or meetings by the general public. The hotel rooms have received CUP approval by the City of Palatka Planning Commission.

e) 229 St. Johns Avenue:

Much like the 225 building, at this time of the process, we are uncertain what will be located on the first floor of this estimated 5,000 square feet two-story building. Proposed uses may range from a jazz club, to that of a special event space that is leasable and available to the general public. The intent is to be available to as many needs of the general public, while maintaining strict adherence to the Downtown Riverfront Zoning District. There is a plan to have eight hotel rooms on the second and eight rooms on the soon to be created third floor, an estimated addition of 3,400 square feet. In all, the proposed 16 hotel rooms have been approved for a CUP by the city of Palatka Planning Commission.

f) 300 St. Johns Avenue:

The James Hotel was established in Palatka, Florida in 1916 by Robert James and is currently on the National Historic Registry. It is one of the notable buildings

downtown and was constructed by Dr. George E. Welch, then president of the former Putnam National Bank. Architect Henry John Klutho designed this building and it has been considered a prime example of the Prairie School style of architecture. The James Hotel in its current configuration is approximately 21,600 square feet combined over its three-story structure. This location will be a beautiful boutique hotel when competed, acting as our anchor for all hotel rooms downtown. This will allow it to coordinate all room services at the 211, 225, 229 and 320 St. Johns Avene locations. We are designing a grand entry way on the first floor, along with modern hotel checkin and other guest accommodations. We are forecasting to have no less than 30 and no more than 70 high-end hotel rooms throughout the first, second, third and proposed new fourth floors. The exterior will be maintained and we envision a porte-cochere to be added to the northside of the building (see below). In accordance with Sec. 94-161 (e)(7), we humbly request our proposal for hotel rooms be granted as a conditional use.

f) 301 Reid Street:

This is currently an undeveloped lot along Reid Street. At this time of the process, it is our intent to use the property to support additional development for the James Hotel. This addition is envisioned to have a porte-cochere added to the northside of the building on the first floor and will allow for valet and transition under the hotel. Through the addition, the James Hotel will be a contiguous functioning hotel and it will have no more than 5 and no more than 20 high-end hotel rooms in total on the second, third and newly created fourth floors. The design will complement the Henry Klutho architecture seen on the James Hotel. As evidenced above, Palatka City Code Sec. 94-161 (e)(7) clearly supports hotel rooms for this location. We humbly request future hotel rooms be granted a CUP.

g) 320 St. Johns Avenue:

The Shelley Building is approximately 14,353 square feet of a three-story building. Our desire will be to keep commercial operations on the first floor and have no less than 4 and no more than 10 hotel rooms on each of the second and third floors. In accordance with Sec. 94-161 (e)(7), we humbly request our proposal for hotel rooms be granted a CUP.

9. Development Uses Permitted

The land uses currently permitted to be developed on the Property under the Comprehensive Plan and City of Palatka Code, densities, building intensities, height and other uses are set forth below:

a) Permitted Development Uses. The City hereby acknowledges that the Plan and the Code allow the development of the Property. Upon execution of this Agreement and for the term thereof, the City confirms and agrees that the Property may be developed and used consistent with land uses, intensities, height, and other provisions of the Plan on the execution date of this Agreement. All permitted uses and conditional uses

shall be consistent with Article III, Section 94-161 of the City of Palatka Zoning Code Downtown Riverfront District, or as otherwise provided in this PUD.

b) Conditional Uses. The conditional uses described in Section 91-161(e)(1) through (13) are generally permitted subject to the conditions under Sec. 94-3 of the City's Code.

10. Development Standards

The standards provided within this section are intended to allow for flexibility in design to foster more innovative development patterns for mixed use development. The intent of the PUD rezoning classification is to design for uses as defined in city code 94-161 (Downtown Riverfront District). The Owners were compelled to obtain a PUD due to the provisions of Sec.'s 94-157 (PUD District), as well as 94-113 (7) where it states *"Planned unit development overlay threshold. Any proposed nonresidential development exceeding 20,000 square feet or residential development with project density exceeding five units per acre or residential development with more than five units shall be required to utilize a planned unit development overlay."*

11. Parking:

In accordance with Sec. 94-161 (DR Zoning) and Sec. 94-262(b) (Required Number of Parking Spaces), the Developer will not be required to implement any parking for this PUD. However, the Developer does commit to work collaboratively with the city on ideas to enhance parking in the downtown area. Furthermore, Developer will work with the City on the use of Transportation Impact Fees and other mechanisms yet to be identified as an opportunity for a public, private partnership to create parking concepts in downtown Palatka.

12. Signage:

a) Project Signs: The signage within the PUD will comply with the provisions set forth in the LDC standards.

b) Construction/Temporary Signs: All construction/temporary signage will be permitted within the PUD and will comply with the LDC standards

13. Impact Fees:

The Developer shall pay all applicable impact and connection fees as required by the City of Palatka Code Section 54 and Article VIII, Section 2 (b), Florida Constitution, and section F.S. 166.021 and 166.041. The Developer shall pay impact fees at the time of obtaining a certificate of occupancy for each of the development locations. The obligation to pay impact fees runs with the land.

14. Phasing:

Construction is anticipated to occur in the following phases:

a) Phase 1:

201, 211, 225 and 229 St. Johns Avenue will be completed on or before four (4) years of the effective date of this agreement. This will include collaboratively working with the city on how to enhance new parking in downtown.

b) Phase 2:

The parcel (unassigned location) at the corner of South Second Street and St. Johns Avenue, 300 St. Johns Avenue, 301 Reid Street and 320 St. Johns Avenue will be completed on or before ten (10) years of the effective date of this agreement.

15. Permitting:

All construction in the development of a PUD shall proceed only under applicable permits issued by the City and County and any other regulatory department or agency. No building permit, certificate, or other document authorizing construction or occupancy within a PUD shall be issued except in accordance with the approved development plan, except whereas amended. The Developer must obtain any permits, exemptions, or authorizations which may be required by agencies having jurisdiction over the Property other than the City prior to engaging in development activities upon the Property which may require such permits, exemptions, or authorizations, including any stormwater permits required by any regional, state, or federal agency with jurisdiction over the Property.

16. Other Conditions, Terms, Restrictions or Requirements:

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

17. Fees and Costs:

The Developer shall pay all fees required by any ordinance of general application in effect at the time of approval of any development orders and development permits, including impact fees, proportionate share mitigation, fair share, dedications, and exactions imposed on new construction subject to the terms of any impact fee or infrastructure related agreement entered into between the Developer and the City.

18. Binding Effect:

The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the land. This Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

19. Governing Laws:

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the City agree that Putnam County, Florida, is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. The Developer will be required to record this Agreement at their expense in the public records of Putnam County.

20. Entire Agreement:

This Agreement sets forth the entire agreement and understanding between the parties relating in any way to the subject matter contained in this Agreement and merges all prior discussions between the Developer and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement. This Agreement may not be amended or modified except by written instrument signed by both parties.

21. Cancelation and Enforcement:

In the event the Developer, its successors and/or assigns fails to act in accordance with the terms of this Agreement, the City shall seek enforcement of such violation upon the Property. Enforcement of this Agreement shall be by judicial or administrative action or code enforcement against any parties or person violating, or attempting to violate, any term set forth in this Agreement, and pursuant to Section 163.3243, Florida Statutes. Each party shall be responsible for its own costs associated with the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATTEST:

_____
City Clerk Karen Hayes

CITY OF PALATKA, FLORIDA

By:_____
Mayor Roberta Correa

Date:_____

APROVED AT TO FORM:

_____
City Attorney

By:_____
Beck/Sloan Properties, Inc

Date: _____

By:_____
The Hotel James Palatka, LLC

Date: _____

By:_____
St. Johns Avenue Development, LLC

Date: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTIONS

201 St. Johns Avenue (42-10-27-6850-0120-0101):

DICK S MAP OF PALATKA MB2 P46, BLK 12 N 99FT 8 3/4IN OF THE, E 121FT 3 1/4IN OR392 P1061

Unassigned Location (Corner of South 2nd Street and St. Johns Avenue) (42-10-27-68500110-0100):

DICKS MAP OF PALATKA MB2 P46, BLK 11 E 127FT OF S 100FT OF, LOTS 5 + 10 (EX BK160 P220)

211 St. Johns Avenue (42-10-27-6850-0120-0020):

DICK S MAP OF PALATKA MB2 P46 BLK 12 LOT 2 + PT OF LOTS 10 + 11 BK207 P589

225 St. Johns Avenue (42-10-27-6850-0120-0011):

DICK S MAP OF PALATKA MB2 P46 BLK 12 PT OF LOT 1 BK197 P443

229 St. Johns Avenue (42-10-27-6850-0120-0010):

DICK S MAP OF PALATKA MB2 P46 BLK 12 PT OF LOT 1 BK197 P447

300 St. Johns Avenue (42-10-27-6850-0150-0060):

DICKS MAP OF PALATKA MB2 P46, E 47FT OF S 75FT & E 65FT OF, N 65FT OF S 140FT OF BLK 15

301 Reid Street (42-10-27-6850-0150-0040):

DICKS MAP OF PALATKA MB2 P46, N 118 FT OF E 92 FT OF BLK 15, (EX HWY)

320 St. Johns Avenue (42-10-27-6850-0150-0090):

DICKS MAP OF PALATKA MB2 P46, PT OF BLK 15 OR447 P525(EX, OR680 P1311 PARKING LOT)

Exhibit B

April 23, 2026

City of Palatka
Planning and Zoning Department
201 North 2nd Street
Palatka, Florida 32177

RE: Authorization of Parcel Control for Planned Unit Development (PUD)

Dear City of Palatka Planning Department:

I, Charles B. Bates, Jr., Administrator/Manager of St. Johns Avenue Development, LLC, whose business address is 3400 Crill Avenue, Suite 2, Palatka, Florida 32177, hereby certify that St. Johns Avenue Development, LLC has legal control of the following Putnam County parcels:

- Parcel Number: 42-10-27-6850-0120-0101
- Parcel Number: 42-10-27-6850-0110-0100

St. Johns Avenue Development, LLC hereby authorizes Beck/Sloan Properties, Inc. and The Hotel James Palatka, LLC to exercise control of the above-referenced parcels for the purpose of establishing and pursuing approval of a Planned Unit Development (PUD) with the City of Palatka.

Further, St. Johns Avenue Development, LLC expressly grants the unrestricted right to Beck/Sloan Properties, Inc. and The Hotel James Palatka, LLC to agree to and enter into all covenants, conditions, restrictions, and other agreements affecting the above-referenced parcels as may be contemplated or required under the provisions governing the proposed PUD.

This authorization is provided to confirm that the applicants have the necessary control of the property to proceed with all applications, approvals, and agreements required by the City of Palatka in connection with the proposed PUD.

If you require any additional information or documentation, please do not hesitate to contact me.

Sincerely,

Charles B. Bates, Jr

Charles B. Bates, Jr.
Administrator/Manager
St. Johns Avenue Development, LLC

EC: Jim Troiano, Beck Sloan Properties

Exhibit C

Address Color Key:

1. 201 St. Johns Ave
2. Unidentified Property
3. 211 St. Johns Ave
4. 225 St. Johns Ave
5. 229 St. Johns Ave
6. 300 St. Johns Ave
7. 301 Reid St
8. 320 St. Johns Ave

1: 1, 000

0. 04 mi

0.02 0.04 0. 07 km

Conceptual Site Map

200 BLOCK RENOVATION

Architectural Rendering, subject to change

SECOND READING: Rezone - 301,281,251,201 and 111 N. Moody Rd

STAFF REPORT

DATE: June 11, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Tabor Baptist Church Inc. requests an amendment to the future land use map and official zoning map on approximately 9.03 acres of land located at 301, 281, 251, 201, and 111 North Moody Road. The Future Land Use Change will be from City of Palatka Commercial(COM) to City of Palatka Residential Low density (RL). The zoning change will be from City of Palatka C-1, General Commercial to City of Palatka, R-1 Single Family Residential.

BACKGROUND

The Parcels are currently vacant. They are part of the Ridgedale Plat created in April 1927. The Subject parcels are Block one, two, three, ten, eleven and eighteen of the subdivision.

PROJECT ANALYSIS

Please refer to Staff Report

Staff Recommendation

1. Staff recommends APPROVAL of the request to amend the Future Land Use Map from City of Palatka Commercial (COM) to City of Palatka Residential Low Density (RL)
2. Staff recommends APPROVAL of the Request to amend the Official Zoning Map from City of Palatka General Commercial (C-1) to City of Palatka Single Family Residential (R-1)

ATTACHMENTS

1.	Mt tabor Rezoning. Staff report.
2.	Properties being rezoned
3.	Rezone app & Fee
4.	LOA
5.	Property Disclosures

PB Case 26-06: Request to amend the Future Land Use designation of 9.03 acres from City of Palatka COM to City of Palatka RL and rezone 9.03 acres from City of Palatka General Commercial District (C-1) to City of Palatka Single-Family Residential District (R-1).
Owners: Mt Tabor First Baptist Church Inc.
Address: 4909 St Johns Ave Palatka, FL 32177
Parcel No.

STAFF REPORT

TO: City Commission

FROM: Michael Hill; Senior Planner,

DATE: May 5, 2026.

APPLICATION REQUEST

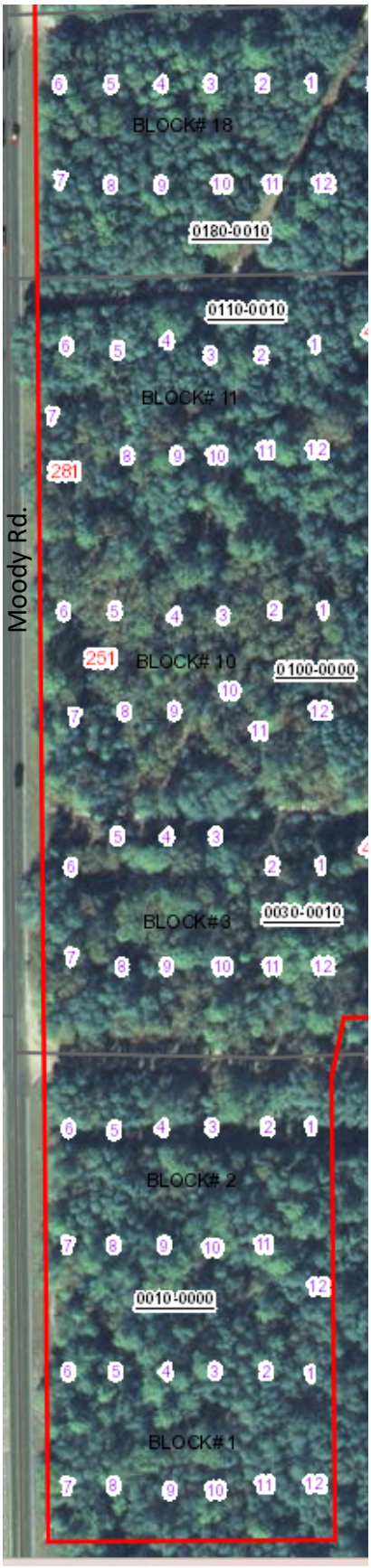
Beck/Sloan properties Inc. on behalf of Mt. Tabor Baptist Church Inc. requests an amendment to the future land use map and official zoning map on approximately 9.03 acres of land located at 301, 281, 251, 201, and 111 North Moody Road. The Future Land Use Change will be from City of Palatka Commercial(COM) to City of Palatka Residential Low density (RL). The zoning change will be from City of Palatka C-1, General Commercial to City of Palatka, R-1 Single Family Residential.

BACKGROUND

The Parcels are currently vacant. They are part of the of the Ridgedale Plat created in April of 1927. The Subject parcels are Block one, two, three, ten, eleven and eighteen of the subdivision.

PROJECT ANALYSIS

1.	**Project Area:**	9.03 Acres (393,346.8 SF)
2.	**Current zoning:**	C-1, General Commercial
	Proposed zoning:	R-1, Single Family Residential
3.	**Current Land Use:**	COM, Commercial
	Proposed Land Use:	RL, Residential Low density


BLOCK# 18
0180-0010
0110-0010
BLOCK# 11
281
Moody Rd.
251
BLOCK# 10
0100-0000
BLOCK# 3
0030-0010
BLOCK# 2
0010-0000
BLOCK# 1

Consistency with the Comprehensive Plan

The City's Comprehensive Plan and Land Development Code do not provide a specific definition of compatibility. Therefore, staff references the definition provided in Florida Statutes Section 163.3164(9), which defines compatibility in which land uses can coexist in relative proximity without undue negative impacts directly or indirectly.

Policy A.1.3.2 Issues of compatibility shall include considerations for noise, sight, and level of traffic generation. The primary tool of ensuring capability between land uses shall be the Future Land Use Map and the elimination of non-conforming land uses. Other techniques shall include noise and sight incompatibility screening by either a 6' solid physical wall or landscape plantings to reach, within 18 months, a height of at least 5 feet and an opacity of 85percent.

The existing General Commercial (C-1) zoning designation allows for uses that may generate higher traffic volumes, noise, and visual impacts that are not consistent with the surrounding residential neighborhood.

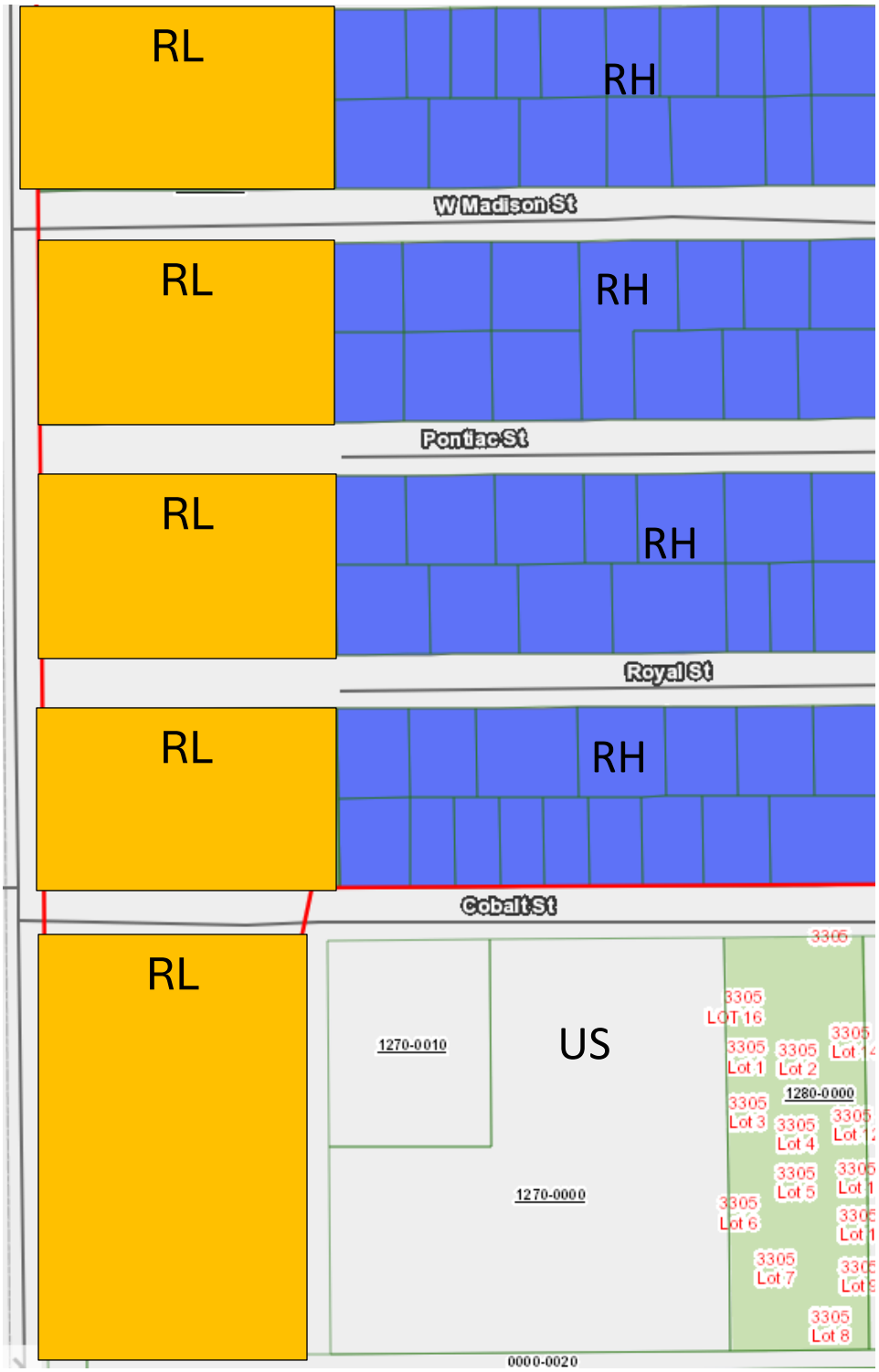
The proposed rezoning to R-1 (Single Family Residential) and Future Land Use designation of Residential Low Density (RL) would reduce the intensity of development and align the subject property with the surrounding residential uses. As a result, the proposed changes would significantly reduce potential compatibility concerns related to traffic, noise, and visual impacts.

Policy A.1.9.3(A)(1) states Residential land use is intended to be used primarily for housing and shall be protected from intrusion by land uses that are incompatible with residential density. Residential land use provides a variety of land use densities and housing types.

The proposed amendment would remove the potential for commercial development on the subject parcels and instead limit development to low-density residential uses. This change is consistent with the intent of protecting established residential areas from incompatible, higher intensity uses.

Current Future Land Use

Proposed Future Land Use



(f)Requirements for planning board report.

(1)When pertaining to the rezoning of land, the report and recommendations of the planning board to the city commission required by subsection (e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

a. Whether the proposed change is in conformity with the comprehensive plan.
The parcels do meet the criteria for consistency with the comprehensive plan.

b. The existing land use pattern.
The area has a predominance of existing residential zoning. R-1 is very compatible with the existing land use.

c. Possible creation of an isolated district unrelated to adjacent and nearby districts.
The Proposed Residential zoning and future land use is very much relative to the existing districts. No isolated district will be created.

d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.
This rezoning will actually alleviate the impact on public facilities as commercial is a more intense use compared to residential.

e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.
N/A.

f. Whether changed or changing conditions make the passage of the proposed amendment necessary.
No changing conditions are occurring in the area at this time.

g. Whether the proposed change will adversely influence living conditions in the neighborhood.
The proposed zoning change to residential will positively influence the living conditions of the nearby neighborhood.

h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.
The proposed change will decrease traffic generation in the long term.

i. Whether the proposed change will create a drainage problem.

The proposed change will not create a drainage problem.

j. Whether the proposed change will seriously reduce light and air to adjacent areas.
The proposed change will not reduce light and air to adjacent areas.

k. Whether the proposed change will adversely affect property values in the adjacent area.
The proposed change will not adversely impact property values in the adjacent area.

l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.
The proposed change will not be a deterrent to the improvement or development of adjacent property in accord with existing conditions.

m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
The proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

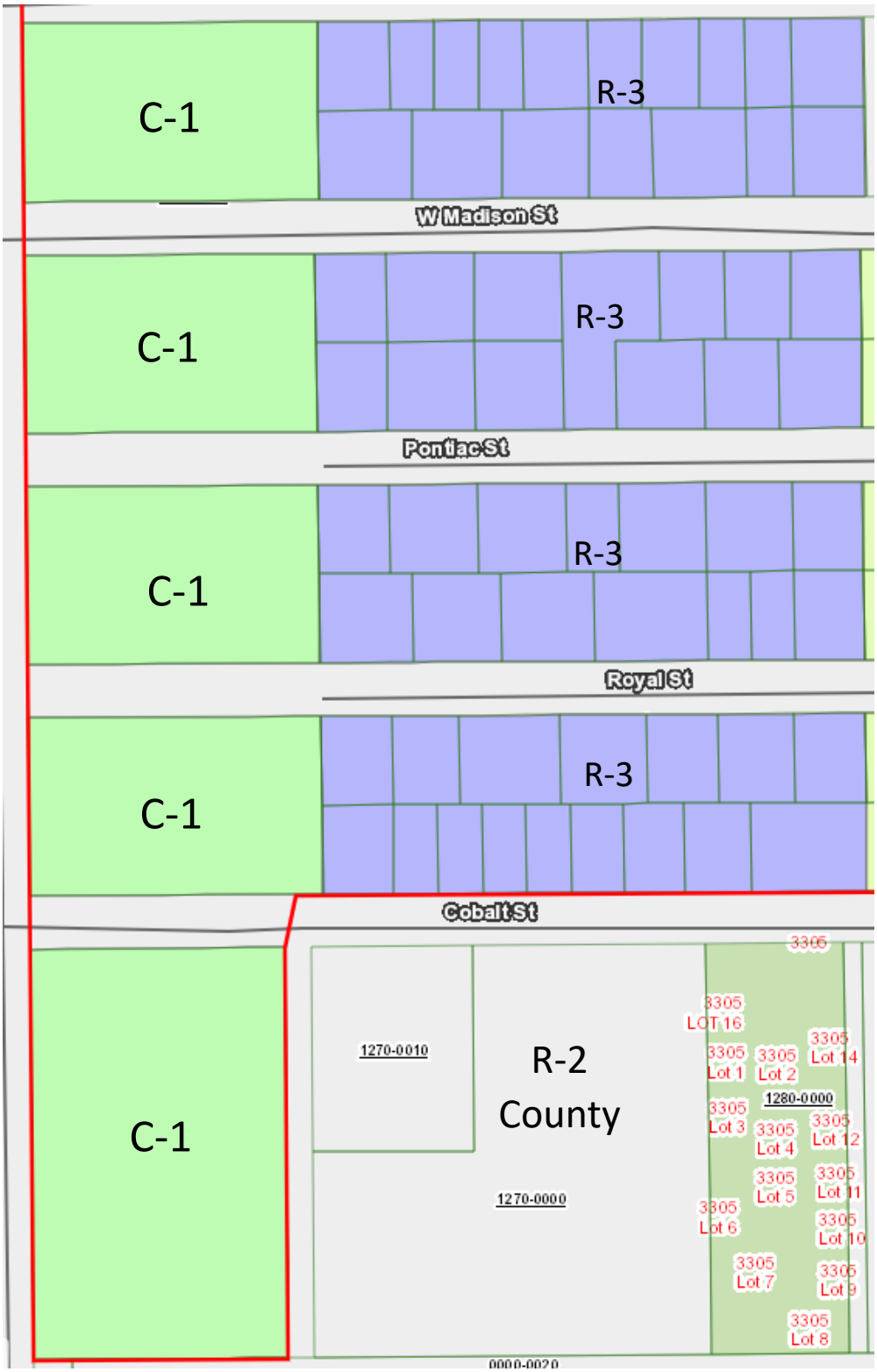
n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.
No substantial reasons exist at this time.

o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.
The allowance of more housing will make positive impacts to affordability overall throughout the city.

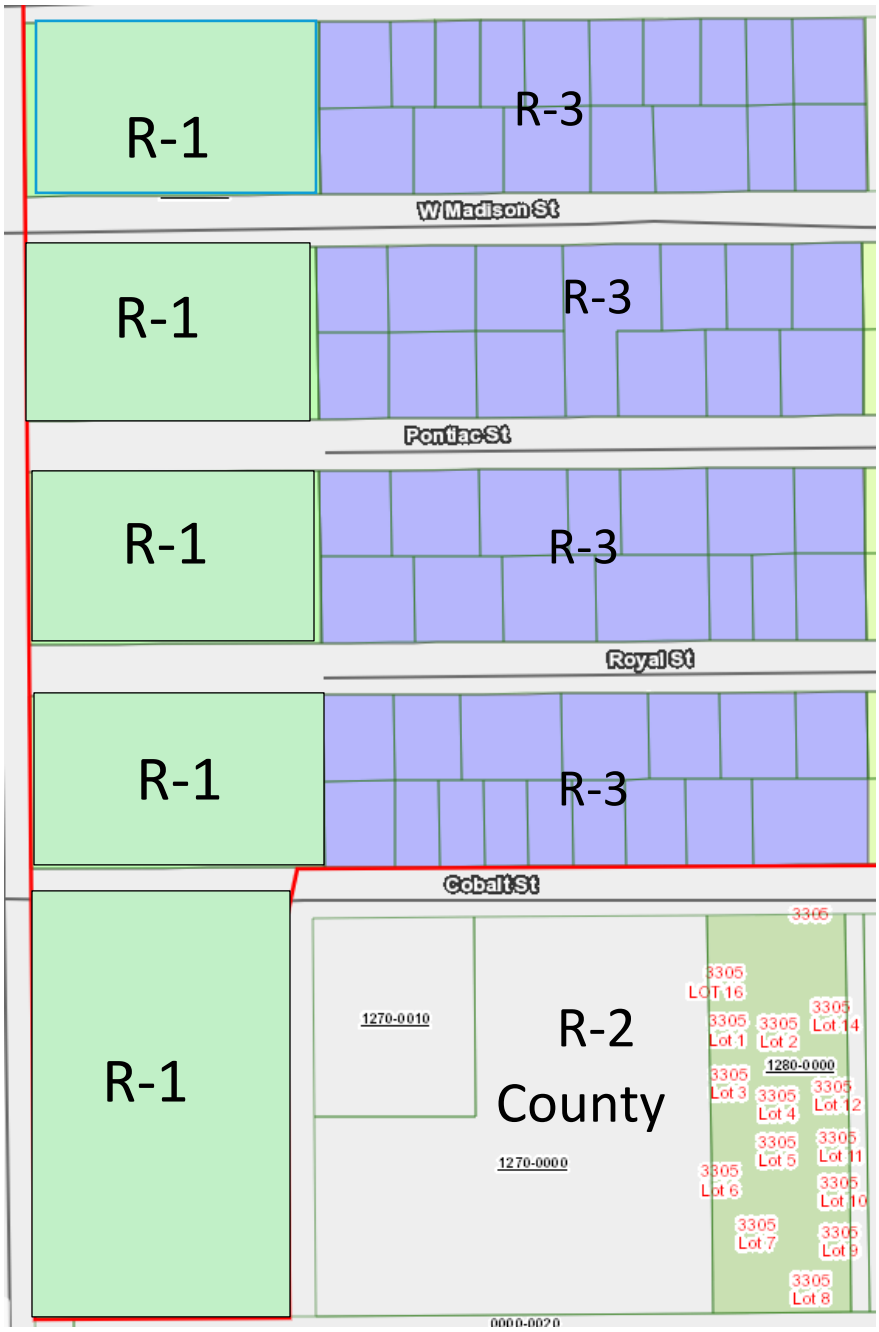
p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.
These parcels are more than adequate for the proposed R-1 zoning.

q. The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.
N/A.

Current Zoning



Proposed Zoning


R-1
R-3
W Madison St
R-1
R-3
Pontiac St
R-1
R-3
Royal St
R-1
R-3
Cobalt St
R-1
1270-0010
R-2
County
1270-0000
3305
3305 LOT 16
3305 Lot 1
3305 Lot 2
3305 Lot 14
1280-0000
3305 Lot 3
3305 Lot 4
3305 Lot 12
3305 Lot 5
3305 Lot 11
3305 Lot 6
3305 Lot 10
3305 Lot 7
3305 Lot 9
3305 Lot 8
0000-0020

Staff Recommendation

1. Staff recommends APPROVAL of the request to amend the Future Land Use Map from City of Palatka Commercial (COM) to City of Palatka Residential Low Density (RL)

2. Staff recommends APPROVAL of the Request to amend the Official Zoning Map from City of Palatka General Commercial (C-1) to City of Palatka Single Family Residential (R-1)

ATTACHMENTS

1.	PB 26-06 Staff Report
2.	App & Fee
3.	Aerial Moody Road parcels.
4.	Moody Road. Zoning Map.
5.	Moody Road Future Land use Map.

Property Addresses:

- 301 N. Moody Road (Block 18 – lots 1-12)
- 281 N. Moody Road (Block 11 – lots 1-12)
- 251 N. Moody Road (Block 10 – lots 1-12)
- 201 N. Moody Road (Block 3 – lots 1-12)
- 111 N. Moody Road (Block 1 – lots 1-12 and Block 2 – lots 1-12)

Parcel #'s:

02-10-26-7720-0180-0010; 02-10-26-7720-0110-0010; 02-10-26-7720-0100-0000; 02-10-26-7720-0030-0010; 02-10-26-7720-0010-0000

Lot Size/Acreage:

- 301 N. Moody Road - Approximately 1.46 acres
- 281 N. Moody Road - Approximately 1.46 acres
- 251 N. Moody Road - Approximately 1.46 acres
- 201 N. Moody Road - Approximately 1.52 acres
- 111 N. Moody Road - Approximately 3.13 acres

RECEIVED
MAR 19 2026

RECEIVED
MAR 19 2026

FLU AMENDMENT
REZONING
APPLICATION

DATE RECEIVED: PB 26-06
APP NUMBER: PB - _____
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

- ☒ Application Fee
- ☒ Copy of Recorded Deed
- ☒ Legal Description
- ☒ Letter of Authorization
- ☐ Survey
- ☒ Site Map
- ☐ Project Narrative
- ☐ Site Plan (for planned development)
- ☐ Supplementary Information

Property Information

1. Property Address: See attached (multiple)
2. Parcel Number: See attached (multiple)
3. Parcel Dimensions: 9.03 Approximately in total
4. Current Property Use: COM VACANT Parcels
5. Current Future Land Use Map Designation: City: COM Palatka County: Putnam
6. Proposed Future Land Use Map Designation (if applicable): City: RL Palatka County: Putnam
7. Proposed Use: Residential Home Construction
8. Current Zoning Designation: C-1 Requested Zoning Designation: R-1
9. Square footage of any proposed structures N/A Number & types of structures on property N/A

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Mt. Tabor First Baptist Church, Inc
Mailing Address: 4909 St. Johns Ave Palatka FL 32177
Phone Number(s): (386) 530-0404 Email: church@mttaborfbc.org

Agent/Contractor *(Submit proof of authorization to act as agent with your application)*

Name(s): Jim Troiano
Mailing Address: 2000 Reid Street Palatka, FL 32177
Phone Number(s): (386) 328-0344 X 341 Email: jimtroiano@checkbeck.com

To Be Notarized

Name (Print Name): KARL N Flagg

Signature: Karl N. Flagg Date: 3-19-26

STATE OF FLORIDA County of Putnam

Before me this day personally appeared Karl Flagg who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 19 day of March A.D. 2026.

(Notary Seal)

Notary Public State of Florida
Michelle Renee Brown
My Commission HH 711316
Expires 8/18/2029

Michelle Renee Brown
Notary Public

My commission expires: 8-18-29 State of FL at Large.

Type of Identification Produced: _____

For Official Use Only

Date Submitted: _____ FLUM Designation: _____

Received By: _____ Preliminary Review by: _____

Confirmed Current Zoning: _____ Date Legal Ad Ran: _____

(Allowable) Requested Zoning: _____ Sign(s) Posted Date: _____

Surrounding property owner's notices sent: _____

Attachments Reviewed:

- ❑ Copy of Recorded Deed
- ❑ Legal Description
- ❑ Survey
- ❑ Letter of Authorization
- ❑ Application Fee

City of Palatka
201 N 2ND ST
PALATKA FL 32177-3735
(386)329-0100
CASH RECEIPT

Date: 03/19/2026 OPER ID: AROMERO RECEIPT NO:F001221

RECEIVED FROM: BUILDING & ZONING REVENUE

AMOUNT RECEIVED:	1,565.00	TYPE: CK	CHECK: 6217634
AMOUNT RECEIVED:	435.00	TYPE: PP	PP / 6894
			AUTH CODE: 194199136

CHANGE DUE: 0.00

TOTAL RECEIVED: 2,000.00

DISTRIBUTION:

AMOUNT	ACCOUNT NUMBER	DESCRIPTION / FOR
2,000.00		BUILDING & ZONING REVE FLUM AND REZONE 301,281,251,201 AND 111 N MOODY RD.

February 24, 2026

City of Palatka
Planning Department
201 N. 2nd St.
Palatka, Florida 32177

Re: Letter of Authorization

Dear City of Palatka,

As the President and CEO of Mt. Tabor First Baptist Church, Inc., I hereby designate Mr. Jim Troiano as my agent for all zoning and development efforts at each of the below listed parcels in the city of Palatka:

- 301 N. Moody Road (Block 18 – lots 1-12)
- 281 N. Moody Road (Block 11 – lots 1-12)
- 251 N. Moody Road (Block 10 – lots 1-12)
- 201 N. Moody Road (Block 3 – lots 1-12)
- 111 N. Moody Road (Block 1 – lots 1-12 and Block 2 – lots 1-12)

Mr. Troiano is authorized to represent my interests at any hearings, signing documents related to planning, zoning and code enforcement, as well as any other administrative action involving the city of Palatka. He may also respond to and furnish all information and data requested by the city of Palaka or any of its boards/committees. I further authorize Mr. Troiano to have access to any documents, data or information that may be required to carry out any related task or action.

If you have any questions, please feel free to contact me at (386) 530-0404, or flaggkarl@gmail.com.

Sincerely,

Rev. Karl Flagg, President/CEO

Copy: Church File
Jim Troiano

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

(TOIIIi COMPLETED AND EXECUTEO 8 Y TffE PROPERTY OWNER(SJ FOR EACH APPUCATION FOR COMPREHENSIVE PLAN AMENDMENT OR DEVELOPMENT ORDEJU

TO: CITY OF PALATKA PLANNING DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA CITY
OF PALATKA

BEFORE ME, the undersigned authority, this day personally appeared KARL N FLAGG, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the O individual or O President / Senior Pastor *(position - e.g., president, partner, trustee}* of Mt. Tabor First Baptist Church *[name and type of entity - e.g., ABC Corporation, XVZ Limited Partnership]* that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment, Rezoning or Development Order approval with the City of Palatka.

2. Affiant's address is: 4909 St. Johns Avenue
Palatka, FL 32177

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the City of Palatka policy, and will be relied upon by the City of Palatka in its review of application for Comprehensive Plan amendment, Rezoning or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests *in* the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment, Rezoning or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affian,t declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Karl N Flagg
KARL N FLAGG ,Affiant

(Print Affiant Name)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA CITY OF PALATKA

The foregoing instrument was acknowledged before me by means of[ ] physical presence or [online notarization, this 19 day of March , 20 26 by _____ *(name of person acknowledging).* Hefshe is personally known to me or has produced FL ID _____ *((ype of identification)* as identification and did/did not take an oath *(circle correct response).*

M Renee Brown — M Renee Brown

(Name - type. stamp or print clearly) (Signature)

My Commission Expires on 8-18-2029

Notary Public State of Florida
Michelle Renee Brown
My Commission HH 711316
Expires 8/18/2029

EXHIBIT "A"

PROPERTY

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is an officer of a corporation or partnership that is wholly m partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
Mt. Tabor First Baptist Church	4909 St. Johns Avenue Palatka, FL 32177

Karl N. Flagg
(Signature)

KARL N. FLAGG
(Name in print)

Mt. Tabor First Baptist Church, Inc
(Name of company, if applicable)

4909 St. Johns Avenue Palatka FL 32177
(Address, City, State, Zip)

Senior Pastor / CEO
(Title)

4909 St. Johns Avenue Palatka FL 32177
(Address, City, State, Zip)

NOTARY PUBLIC INFORMATION

STATE OF FLORIDA/ CITY OF PALATKA

The foregoing instrument was sworn to and subscribed before me by means of ( ] physical presence or [ ] online notarization, this 19 day of March, 2026, by Karl Flagg *(name of person making statement)*. He/she is personally known to me or has produced FL ID *(type of identification)* as identification

M. Renée Brown
(Name in print)

M. Renée Brown
(Signature)

My Commission Expires on 8-18-2029

NOTARY'S SEAL OR STAMP

Notary Public State of Florida
Michelle Renee Brown
My Commission HH 711316
Expires 8/18/2029

ORDINANCE NO.2026-30 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE amended FROM GENERAL COMMERICAL (C-1) TO CITY OF PALATKA SINGLE FAMILY RESIDENTIAL (R-1), FOR THE FOLLOWING PROPERTIES: 02-10-26-7720-0180-0010, 02-10-26-7720-0110-0010, 02-10-26-7720-0100-0000, 02-10-26-7720-0030-0010, 02-10-26-7720-0010-0000.

STAFF REPORT

DATE: June 11, 2026
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Tabor Baptist Church Inc. requests an amendment to the future land use map and official zoning map on approximately 9.03 acres of land located at 301, 281, 251, 201, and 111 North Moody Road. The Future Land Use Change will be from City of Palatka Commercial(COM) to City of Palatka Residential Low density (RL). The zoning change will be from City of Palatka C-1, General Commercial to City of Palatka, R-1 Single Family Residential.

BACKGROUND

The Parcels are currently vacant. They are part of the Ridgedale Plat created in April 1927. The Subject parcels are Block one, two, three, ten, eleven and eighteen of the subdivision.

PROJECT ANALYSIS

Please refer to Staff Report

Staff Recommendation

1. Staff recommends APPROVAL of the request to amend the Future Land Use Map from City of Palatka Commercial (COM) to City of Palatka Residential Low Density (RL)
2. Staff recommends APPROVAL of the Request to amend the Official Zoning Map from City of Palatka General Commercial (C-1) to City of Palatka Single Family Residential (R-1)

ATTACHMENTS

1.	30. Ordinance 2026-30 Rezoning ordinance.
2.	Business Impact Statement ORD 2026-30 (1)

ORDINANCE NO. 2026-30

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THE OFFICAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDMED FROM GENERAL COMMERICAL (C-1) TO CITY OF PALATKA SINGLE FAMILY RESIDENTAL (R-1), FOR THE FOLLOWING PROPERTIES: 02-10-26-7720-0180-0010, 02-10-26-7720-0110-0010, 02-10-26-7720-0100-0000, 02-10-26-7720-0030-0010, 02-10-26-7720-0010-0000.

WHEREAS, application has been made by the Beck/Sloan Properties Inc., for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on May 5, 2026, and two public hearings before the City Commission of the City of Palatka on May 28, 2026, and June 11, 2026, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

WHEREAS, the City Planning Board conducted a public hearing on May 5, 2026, and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted public hearings on May 28, 2026, and June 11, 2026.

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

Section 1.

The Official Zoning Map of the City of Palatka, Florida, is hereby amended by rezoning the hereinafter described property from the present zoning classification of General Commercial (C-1) to Residential Single Family (R-1).

DESCRIPTION OF PROPERTIES:

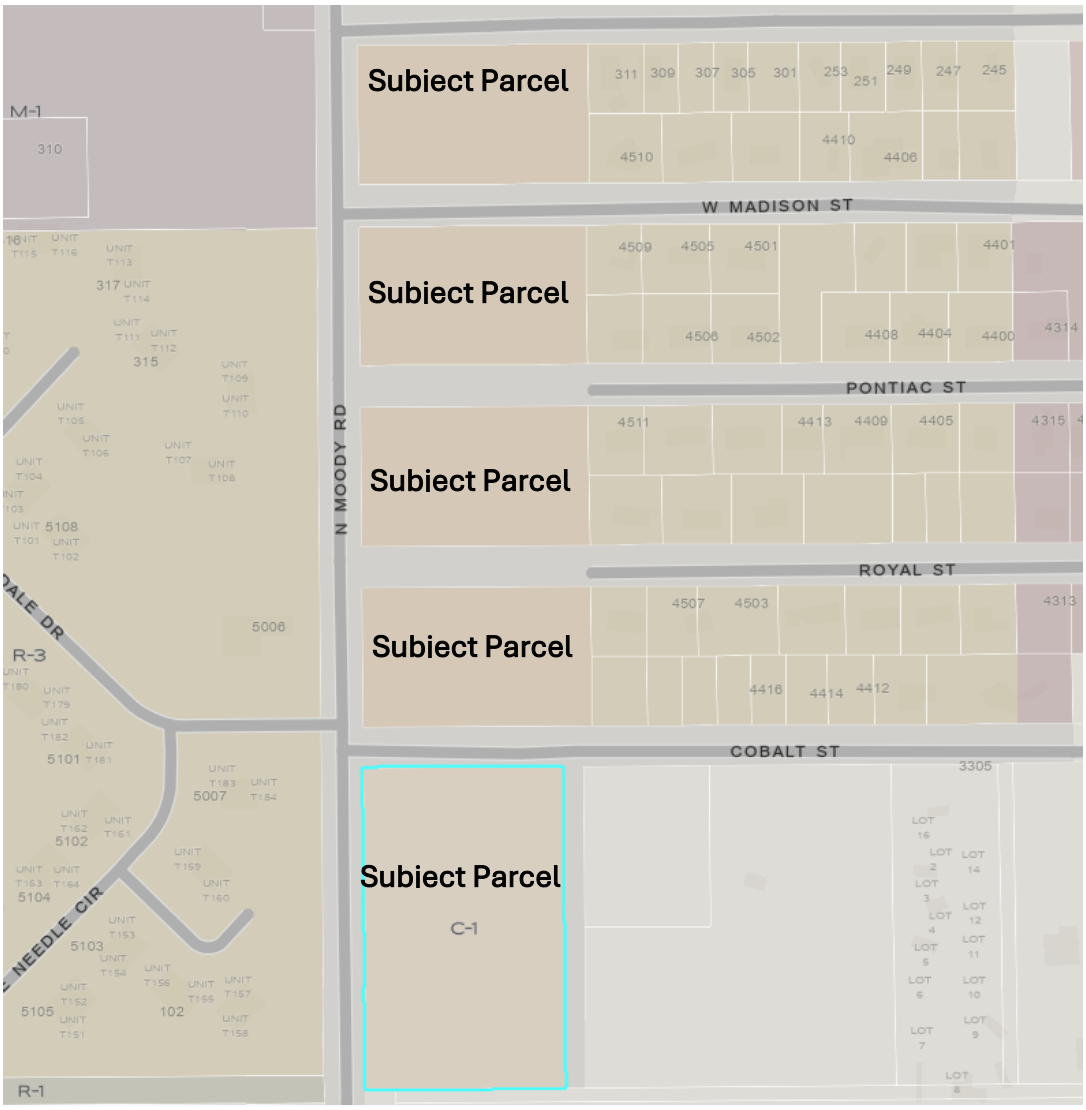
RIDGEDALE S/D MB3 P164 ALL OF BLK 18 & PT OF CLOSED BUCKINGHAM AV OR0324 P1055

RIDGEDALE MB3 P164 ALL OF BLK 11 & PT OF CLOSED BUCKINGHAM AVE OR0324 P1055

RIDGEDALE MB3 P164 ALL OF BLK, 10 + PT OF CLOSED BUCKINGHAM AVE OR0324 P1055

RIDGEDALE MB3 P164 BLK 3 LOTS 1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + PT OF CLOSED BUCKINGHAM AVE, OR324 P1055

RIDGEDALE MB3 P164 BLKS 1 + 2, + ADJ CLOSED PEERLESS + PAIGE, STREETS



Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City

Commission.

Section 4. SCRIVENER'S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 28th day of May 2026.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 11th day of June 2026.

CITY OF PALATKA, FLORIDA

By: _____
Mayor: Roberta Correa

ATTEST:

_____
City Clerk: Karen Hayes, FCPC

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney: Jane West, Esq.

Business Impact Estimate

Proposed ordinance's title/reference: "**ORDINANCE NO. 2026-30** Rezone of PARCEL **02-10-26-7720-0180-0010, 02-10-26-7720-0110-0010, 02-10-26-7720-0100-0000, 02-10-26-7720-0030-0010, 02-10-26-7720-0010-0000.**

More specifically:

ORDINANCE NO.2026-30

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THE OFFICAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDMED FROM GENERAL COMMERICAL (C-1) TO CITY OF PALATKA SINGLE FAMILY RESIDENTAL (R-1), FOR THE FOLLOWING PROPERTIES: 02-10-26-7720-0180-0010, 02-10-26-7720-0110-0010, 02-10-26-7720-0100-0000, 02-10-26-7720-0030-0010, 02-10-26-7720-0010-0000.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.