

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



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

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA
MS-Taxation
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

AGENDA
CITY COMMISSION MEETING
September 12, 2024 at 6:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance led by Commissioner Jones
- c. Roll Call

2. APPROVAL OF MINUTES

- a. July 25, 2024 Special Called Meeting
- b. August 6, 2024 Special Called Meeting
- c. August 8, 2024 Regular Meeting
- d. August 9, 2024 Budget Workshop
- e. August 29, 2024 Budget Workshop

3. PUBLIC RECOGNITION/PRESENTATIONS

- a. PROCLAMATION - U.S. Constitution Week - September 17 - 23, 2024 - Daughters of the American Revolution William Bartram Chapter
- b. PRESENTATION - Occupation of Palatka 2024 event, Robert Mattson
- c. FLC University Certificates for Elected Municipal Officials
Justin Campbell, Sr. - Gold
Rufus Borom - Gold
Roberta Correa - Silver
Will Jones - Silver

4. CITY MANAGER AND ADMINISTRATIVE REPORTS

- a. UPDATE - American Rescue Plan Act - Finance
- b. UPDATE - Publication of Staff Updates for the Month
- c. Cybersecurity Training

5. PUBLIC COMMENTS

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

b. **Commission and Staff Response**

6. **CONSENT AGENDA**

- a. ADOPT RESOLUTION 2024-R-169 authorizing execution of grant agreement 25.h.sc.100.017 with the Department of State (DOS) for City of Palatka Bronson Mulholland House Rehabilitation in the amount of \$367,900 with a City match requirement of \$122,634 and contingency amount of \$15,000 for total project cost of \$505,534. Budget requested in FY 24-25.
- b. ADOPT RESOLUTION 2024-R-168 awarding a contract to BLD Services, LLC through a piggyback of BLD's contract with the City of Boca Raton for the lining of laterals within the sanitary sewer collection system along St. Johns Avenue in an amount not to exceed \$202,950 (100% grant funded through FDEP Sewer Main & Manhole Lining project).
- c. ADOPT RESOLUTION 2024-R-152 authorizing the execution of a Florida Department of Transportation Maintenance Agreement to maintain the right of way along State Roads 15 (US 17), 20, and 100 for a three (3) year term.
- d. ADOPT RESOLUTION 2024-R-160 authorizing the execution of the renewal agreement 2024-25 State Highway Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation for three (3) years.
- e. ADOPT RESOLUTION 2024-R-173 authorizing execution of the Florida Department of Emergency Management (FDEM) 4486-106-R Modification to Grant Agreement H0977 for the City of Palatka - Wind Retrofit of the Palatka Fire Station - Moody Road (increase in grant funding of \$175,000).
- f. ADOPT RESOLUTION 2024-R-175 authorizing the execution of a Scope & Service Agreement with Hanson Professional Services in the amount of \$28,000 to complete the Florida Department of Environmental Protection Operating Permit renewal application for the City of Palatka Reclamation Facility
- g. Authorize execution of FAA and FDOT grant agreements for Kay Larkin Airport AGIS Survey, Property Map and Master Plan and Passero Associates work orders for the administration of said projects.
 - i) ADOPT RESOLUTION 2024-R-86 authorizing the execution of a Federal Aviation Administration (FAA) grant agreement 3-12-0061-039-2024 \$137,025 (90%), and Florida Department of Transportation (FDOT) grant FM#425171-7 in the amount of \$15,000 (10%) for a total project cost \$152,025 to conduct an AGIS Survey and Exhibit A Property Map (required for the Airport Master Plan Update).
 - ii) ADOPT RESOLUTION 2024-R-170 authorizing the execution of Passero Associates Work Order No. 2024-73B for the AGIS Survey and Exhibit 'A' Airport Property Inventory Map Project (not to exceed amount of \$147,750) upon execution of the FAA and FDOT project grant agreements (100% grant funded by FAA & FDOT).
 - iii) ADOPT RESOLUTION 2024-R-177 authorizing the execution of a Florida Department of Transportation (FDOT) grant agreement FM#446214-1-28J in the amount of \$285,000 to conduct an Airport Master Plan and Layout Plan at Kay Larkin Airport.
 - iv) ADOPT RESOLUTION 2024-R-178 authorizing the execution of Work Order 2024-73A with Passero & Associates for the Airport Master Plan and Airport Layout Plan in an amount not to exceed \$285,000 (100% grant funded).
- h. ADOPT RESOLUTION 2024-R-176 granting award of RFP 2024-15 Disposition of Real Property within the City of Palatka Community Redevelopment Area (specifically area within the 100 block of North 1st Street: St. Johns River Environmental Center) to Blue Crab Development Group North, LLC

- i. ADOPT RESOLUTION 2024-R-180 authorizing a financial commitment in the amount of \$570,277 to fund the Florida Department of Transportation landscape median at the foot of the bridge and decorative lighting improvements on the Reid Street corridor from the foot of the bridge to the railroad tracks project.
- j. ADOPT RESOLUTION 2024-R-182 authorizing a lien reduction for a code enforcement lien reduction at 604 Bronson Street.

7. PUBLIC HEARINGS

- a. ADOPT ORDINANCE 2024-09 establishing procedures for quasi-judicial proceedings - 2nd reading continued from August 8, 2024
- b. Amending Future Land Use Map and Rezoning Parcel: 09-10-26-0213-0000-0010; 09-10-26-0231-0000-0020; and 09-1-26-0231-0000-0030 located on Kelly Smith School Road
 - i) ADOPT ORDINANCE 2024-07 amending the future land use map of 09-10-26-0231-0000-0010; 09-10-26-0231-0000-0020 and 09-1-26-0231-0000-0030 from the City of Palatka Commercial (COM) to City of Palatka Residential Low (RL) - adoption
 - ii) ORDINANCE 2024-08 amending the zoning map of 09-10-26-0213-0000-0010;C; 09-10-26-0213-0000-0020; 09-10-26-0213-0000-0030 from City of Palatka General Commercial (C-1) to Residential Single Family (R-1) - first reading
- c. ORDINANCE 2024-12 establishing a ban on Internet Cafe's within the City limits of Palatka (first reading)
- d. ORDINANCE 2024-10 combining Sections 30-214 and 30-215 concerning the registration of vacant structures and foreclosed blighted, unsecured, or abandoned structures and amending the City's fee schedule (Appendix A) (first reading)
- e. First Public Hearing - Proposed Millage Rate and Budget for fiscal year 2024-25 6.4000 mills proposed.
 - i) ADOPT RESOLUTION 2024-R-174 Setting the Proposed FY 2024-2025 Millage Rate at 6.4000 Mills
 - ii) ADOPT RESOLUTION 2024-R-181 Adopting the Tentative Budget for Fiscal Year 2024-25 in the amount of \$75,985,566.

8. REGULAR BUSINESS

- a. Recess for 10 minutes at 7:30 PM.
- b. PRESENTATION AND INPUT on Draft of the Palatka Vision Plan - Northeast Florida Regional Council
- c. ADOPT RESOLUTION 2024-R-150 awarding ITB 2024-12 City of Palatka Restroom Construction, Hank Bryan Park to ER Rooter, Inc. in an amount not to exceed \$73,000 (continued from the August 8th meeting)
- d. ADOPT RESOLUTION 2024-R-172 authorizing the execution of the Second Renewal Agreement with RQ Music LLC for the 2025 Blue Crab Festival
- e. DIRECTION - River Street retaining wall
- f. ADOPT RESOLUTION 2024-R-171 amending Resolution 2024-R-139 to slightly reduce the variable tier rate

9. EMPLOYMENT MATTERS

- a. DIRECTION - Jill Keiser, Financial Services Supervisor & Pension Administrator - employee

grievance/ salary matter

- b. UPDATE/Discussion/Direction - regarding the execution of a retainer agreement with the firm Sniffen & Spellman, P.A. for investigative services

10. COMMISSIONER COMMENTS

11. ADJOURN

Upcoming Events	Board Vacancies
September 26 – City Commission Meeting 6:00 PM - Adoption of Budget & Millage	Zoning Board of Appeals - 3 vacancies
October 10 - Student of the Month 5:30 PM	Police Officers' Pension Board - 1 vacancy
October 10 – City Commission Meeting 6:00 PM	Putnam County Library Board - 1 City appointment vacancy
October 14 – Community Redevelopment Agency Meeting 5:00 PM	Putnam County Better Place Plan Oversight Committee - 1 City appointment
October 24 – City Commission Meeting 6:00 PM	Upcoming vacancies
	Historic Preservation Board 2 in October 2024

July 25, 2024 Special Called Meeting

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

- The Clerk is requesting approval of the draft Minutes of the July 25 meeting, August 6 meeting, August 8 regular meeting, August 9 workshop, and August 29 workshop.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Approve as read.

ATTACHMENTS

1.	2024.07.25 minutes
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CHIEF, FIRE DEPT

MINUTES **CITY OF PALATKA** **July 25, 2024**

The minutes of the proceedings of a special called meeting of the Palatka City Commission held on Thursday, July 25, 2024 at 6:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. CALL TO ORDER

The meeting called to Order at 6:00 PM.

a. Special Called Meeting Notice

The Clerk read the meeting notice.

b. Invocation

An invocation was led by Commissioner Campbell.

c. Pledge of Allegiance

Commissioner McCaskill led the pledge of allegiance.

d. Roll Call

Present: Commissioner Tammie McCaskill

Commissioner Justin Campbell

Commissioner Will Jones

Commissioner Rufus Borom

Mayor Roberta Correa

Also Present: Troy Bell, City Manager; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Virginia Jones, HR Generalist; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Toby Williams, Police Captain; Yul McNair, Airport Manager; Allegra Kitchens, former City Commissioner; Also present: Nicole Grace, Vicki Duke, Sarah Cavacini, Palatka Daily News; Allegra Kitchens, former City Commissioner; Shelley Shancker

2. PUBLIC COMMENTS

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

The floor was opened to public comment.

Vicki Duke 105 Carriage Terr., Palatka, FL 32177 - spoke in opposition to disrespect shown to the Mayor and discord during the last Commission meeting.

Hearing nothing further, the floor was closed to public comment.

3. REGULAR BUSINESS

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

A RESOLUTION OF THE CITY OF PALATKA AUTHORIZING THE EXECUTION OF A RETENTION AGREEMENT WITH SNIFFEN & SPELLMAN, P.A. FOR THE PURPOSE OF AN EMPLOYMENT INVESTIGATION; AMENDING THE FY 2023-24 BUDGET; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR SCRIVENER'S ERRORS

Commissioner McCaskill summarized the events leading to the meeting. The City's employment attorney, Ms. Erdelyi of Marks Gray, P.A. has recommended the firm Sniffen & Spellman for investigative services, who has submitted a letter for retainer. She has also recommended an extension to the Manager's probation period to allow for additional opportunity for interviews to be fair and impartial and not rushed. The Manager has not responded as to whether he is amenable to the extension. The cost is not anticipated to exceed \$30,000. The Commission would collaborate at the end of the investigation.

Commission discussion commenced. Commissioners Campbell and Borom expressed concern regarding the cost of the investigation. Commissioners Campbell and Jones referenced past concerns raised regarding Ms. Erdelyi recommending an investigator. He expressed concern Ms. Erdelyi reached out to see if Mr. Bell was amenable to an extension to his probation. Commissioner McCaskill advised Ms. Erdelyi asked her prior to reaching out to Mr. Bell. Ms. Erdelyi also indicated she would reach out to the Mayor.

Commissioner McCaskill spoke of concern to not easily identify the employees and concern that a price tag should not be placed on the possibility of a difficult work environment having an investigation related to City employees' health.

Commissioner Borom expressed concern Human Resources does not have documents pertaining to an investigation and Human Resources should be leading the contact with external entities. Commissioner Borom expressed he is not friendly to extending Mr. Bell's probation period. Mayor Correa spoke in support of the extension to the probation.

Commissioner Campbell expressed concern Mr. Bell was in the room. Upon inquiry if he would leave the room, Mr. Bell exited the room.

Discussion commenced regarding alternate investigators. Commissioner McCaskill advised she reached out to the City's lobbyist, Yolanda Cash Jackson, to see if Becker & Poliakoff would have a recommendation of an investigator, and has not received a reply. Commissioner Campbell referenced Mr. Bell's contract regarding severance and asked if the Florida Commission on Ethics had been reached out to. Commissioner McCaskill expressed she would be willing to reach out to anyone. Commissioner Jones recommended referring the grievance to the Florida Commission on Ethics. The services of the ethics commission are free and they would have to develop a scope and a timeframe. Commissioner Jones also recommended reaching out to the equal employment opportunity commission.

Discussion commenced regarding understanding the scope of the matter. Commissioner McCaskill advised individuals are willing to write statements, however they want to ensure they are protected she referenced an individual who wanted to file a grievance, but allegedly the manager wanted to have a meeting with the person. Mayor Correa expressed concern the documents would become public record. Commissioner Campbell asked for an abstract or summary of the employee concerns so the Commission can understand the scope of the matter. Mrs. Jones advised the Commission she has not received a grievance regarding the City Manager. She advised if she did, it would go to the Commission. Mrs. Jones advised she has not received a complaint regarding herself.

The Clerk advised Ms. West and Ms. Erdelyi are at a conference. She advised the City Attorney has referred employment matters to Ms. Erdelyi. Mayor Correa expressed Commissioner McCaskill has had contact with Ms.

Erdelyi. Mayor Correa suggested the Charter Review Committee review who the Attorney who reports to.

Motion by Commissioner Campbell to table items a and b to allow things to carry on as they are. Commissioner McCaskill has received direction to provide a summary of the conversation that was brought to her and make her contact our employment attorney to seek her availability to schedule a meeting to move these items forward. Second by Commissioner McCaskill. Motion passed unanimously.

Commissioner McCaskill has received a letter from a former employee and provided it as a handout to the meeting. Commissioner McCaskill expressed when an investigation is conducted it falls back on the Commission to say the direction we want to go into.

- b. Discussion/Direction Resolution 2024-R-154 authorizing the execution of an addendum to the employment agreement with the City Manager, upon acceptance by the City Manager

See above.

- c. City of Palatka Strategic Goal-Setting

Mayor Correa expressed the item is to provide measurable goal points or objectives. Commissioner Campbell indicated the Commission should provide what they collectively want to see and he and Mayor Correa has not met one on one with the Manager regarding the goal setting. Mayor Correa spoke regarding the goals set at the workshop from page 29 of the agenda packet. Mayor Correa indicated the majority of the goals are measurable such as establish strategic plan, review policies for equality issues, identify missing policies, written practices, etc. Mr. Bell spoke regarding accomplishments and indicated the existing organization chart is 95% complete, however he plans additional organizational changes. Manager Bell provided an email he sent to the Commission of enhanced details on the goals. Discussion continued regarding matrix tools to measure performance. Manager Bell indicated one can be developed and brought back. Commissioner Campbell recommended that if the measures are yes no or maybe that there be more explanation as to why.

Discussion commenced regarding what the Commission would like to see under "Organizational Management". Mayor Correa asked for an organization goal of creating an environment that fosters interactions between staff members and supervisors. Mayor Correa advised the need to explain to the public how to process things and move forward. Mr. Bell spoke regarding the effort to identify missing written policies. Commissioner Borom spoke in support and Commissioner McCaskill spoke less favorable to remote work. Commissioner Campbell suggested having a pot for remote work within a time period. Mrs. Jones expressed City Staff will be continuing bringing back personnel policies to the Commission for consideration.

Discussion commenced regarding community engagement. Commissioner Campbell and Borom spoke regarding the importance of following up with citizens. Mayor Correa and Commissioner Campbell recommended a citizen's academy as an item under community engagement. Commissioner Borom suggested mini-informational citizen workshops led by Department Heads. Commissioner Campbell spoke regarding the Clerk's efforts to do this with the Youth. (Commissioner McCaskill suggested the Commission be invited to the Youth Ambassador program field trips and Commissioner Campbell referenced a sunshine law concern.) The Manager spoke regarding his efforts to look into citizen engagement platforms Thrill Share and Point-Click-Fix . The Manager is looking into the cost of this and Thrill Share. The Manager advised the present Public Works/Code Enforcement program iWorq is somewhat limited in this regard. Mr. Bell spoke regarding the City Manager's office being responsive to complaints. Commissioner Borom asked for something that relates to engagement with the community when they come to the establishment. Commissioner McCaskill suggested having a QR code on customer satisfaction for when people come in and Commissioner Borom suggested having it on the website. Mr. Bell spoke regarding the need to hear the input of citizens that do not attend Commission meetings. Commissioner Campbell recommended that bullet point two be changed from "provide input and feedback from typically unheard voices" to "solicit and provide input and feedback from typically unheard voices". Commissioner Campbell asked for more visibility of the departments in the community. Commissioner Campbell asked for a better relationship with the Chamber of Commerce to have City events on their master calendar. Commissioner McCaskill and Mayor Correa

spoke regarding the need to showcase our employees more, such as the "in the spotlight" done by St. Augustine.

Regarding the professionalism category, Commissioner Campbell recommended that professionalism development and teamwork be placed under professionalism. Commissioner Borom expressed the need to have a presentable space when other entities use our facilities. Commissioner Campbell spoke regarding the need to uplift the esthetics of City facilities. Commissioner Campbell expressed the need to get the best use out of our facilities and vet City Hall and the annex and provide the Clerk an office due to sensitive things. Commissioner McCaskill suggested looking into doors like HR has for hardening. Mr. Bell and the Commission spoke regarding the need to minimize errors in documents. Commissioners Campbell and Borom expressed the need to have a unified look to department presentations. Commissioner Campbell spoke regarding how we conduct ourselves in our meetings.

Regarding Commission relations, the Commission encouraged receiving weekly updates from the City Manager. Commissioners McCaskill and Campbell spoke regarding the need for team building. Commissioner Campbell expressed the need for refreshers for the Commission.

Discussion continued regarding priorities, Commissioner Jones asked the manager implement quality assurance of our projects, including penalties for being late and subpar work. He asked that it be priority number one or two. Commissioner Borom asked for a monthly budget and spoke regarding projects coming over budget. Commissioner Borom spoke regarding the need to expand the North Tax Increment Fund. Commissioner Campbell asked that projects be put on the calendar.

Discussion culminated with a recap. Commissioner Campbell asked the Manager to break the list down as to what we can obtain in 3 months, 6 months, 9 months, etc. He also asked for a matrix system to be brought back. Commissioner McCaskill recommended bringing back a calendar for workshops with the department heads. Mr. Bell asked the Commission to look at the proposed Mission, Vision and Values and provide feedback prior to August 29 as it would like to be apart of the budget presentation.

4. ADJOURN at 8:19 PM

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

CITY OF PALATKA

By: Its Mayor

Attest:

City Clerk

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

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

ACCOMMODATIONS.

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
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CHRIS TAYLOR
CHIEF, FIRE DEPT

MINUTES **CITY OF PALATKA** **August 6, 2024**

The minutes of the proceedings of a special called meeting of the Palatka City Commission held on Tuesday, August 6, 2024 at 6:30 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. **CALL TO ORDER** The meeting was called to order at 6:30 PM.

a. **Special Called Meeting Notice**

The notice was read by the Clerk.

b. **Invocation**

The invocation was led by Commissioner Campbell.

c. **Pledge of Allegiance**

The pledge of allegiance was led by Commissioner Jones.

d. **Roll Call**

Present:

Commissioner Tammie McCaskill

Commissioner Justin Campbell

Commissioner Will Jones

Commissioner Rufus Borom

Mayor Roberta Correa

Also Present: Troy Bell, City Manager; Jane West, City Attorney; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Virginia Jones, HR Generalist; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Yul McNair, Airport Manager; Allegra Kitchens, former City Commissioner; Lorenzo Aghemo, Planning Director; Sam Deputy; Alex Romero; Shelly Schneckner; Vicki Duke; Brett Dennis, Palatka Gas Authority; Tarsha Givens; Sara Cavacini, Palatka Daily News; Alonzo Mulberry, City Chaplain (via telecommunications technology)

2. **PUBLIC COMMENTS** The floor was opened to public comment.

Shelly Schencker 287 E. River Rd Palatka, FL 32177 - spoke regarding the need for public comment to be taken at every item. She spoke in support of the City Manager.

Jacob Spell 5019 Crill Ave., Palatka FL 32177 - advised he would like to comment at the end of the meeting.

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

3. REGULAR BUSINESS

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

A RESOLUTION OF THE CITY OF PALATKA AUTHORIZING THE EXECUTION OF A RETENTION AGREEMENT WITH SNIFFEN & SPELLMAN, P.A. FOR THE PURPOSE OF AN EMPLOYMENT INVESTIGATION; AMENDING THE FY 2023-24 BUDGET; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR SCRIVENER'S ERRORS

Commissioner Campbell asked if Mr. Bell should leave the room. As the suggestion was not friendly to the entire Commission, Mr. Bell did not exit.

Susan Erdelyi, Esq. of Marks Gray addressed the Commission. She has been retained by the City for employment matters.

Commissioner McCaskill provided two emails from an employee. She advised there are also statements from employees that were provided to her in sealed envelopes. She provided the sealed statements to the Clerk. Commissioner Campbell asked if the handout of the statements needed to be an emergency item.

Ms. Erdelyi advised Mr. Bell reports to a public body so because he reports to a public body matters regarding his employment are public. Human Resources is not in a position to conduct an investigation into the practices of the City Manager as she reports to the City Manager. She expressed City employees are in fear of retaliation. Five employees have left employment since Mr. Bell began his tenure as City Manager and other employees are submitting concerns and complaints. Her firm has recommended the matter be investigated so that everyone's rights would be protected and the Commission would have the information it needs. Ms. West advised grievances can be verbal or written.

Commission discussion commenced. Commissioner Campbell expressed concerns regarding keeping employees safe and considerations for what we have in the room. Commissioner McCaskill advised she approached the employees for statements in the employees own words to provide substance. The employees were willing to provide statements to be opened during the meeting. Commissioner Borom indicated the information should have been provided prior to the meeting. He expressed concern regarding making a decision on information just received. He expressed the need to have matters included in the scope of work of the investigation. Mayor Correa advised the Commission requested the abstract. Commissioner Campbell spoke regarding the need for independent inquiries to talk with employees. He asked if this needs to be an emergency item to address the statements brought forth by Commissioner McCaskill.

Commissioner McCaskill advised she provided a summary to the firm and they developed a scope and fee. The purpose of the investigation was so that the Commission can be fair to both parties. She spoke against the Commission doing fact-finding. Ms. Erdelyi advised she emailed the firm to see if they are still available to conduct the investigation. She has not received a response. His probation period ends tomorrow. She advised the structure is a little unhealthy as in most cities the Commission has a Manager and an Attorney that reports to the Manager.

Commissioner Jones spoke of the need for fairness to Mr. Bell. He expressed the employees could have went to the Equal Employment Opportunity Commission (EEOC) so and investigation would not cost the City. Ms. Erdelyi advised the EEOC turnaround is a year or two.

Mayor Correa spoke regarding the need for an investigation for fairness.

Mrs. Jones advised the City has a retaliation policy and provided a handout. Commissioner Jones spoke regarding the handout. Commissioner McCaskill spoke regarding the grievance of the City Attorney.

Commissioner Campbell asked if the Commission would be adding the statements as an emergency item to the agenda.

Motion to add as an emergency item for purposes of making that decision by Commissioner McCaskill.

The motion failed for lack of a second

Mayor Correa passed the gavel to Commissioner Borom.

Motion by Mayor Correa to add as an emergency item for discussion on the specific anonymous concerns and complaints. Second by Commissioner McCaskill. Motion passed unanimously.

The gavel returned to Mayor Correa

Commissioner Campbell advised if Mr. Bell is not friendly to the extension of his probation, the Commission has a decision to make.

Commissioner Campbell spoke regarding handling the statements at an appropriate time.

Motion to modify the agenda bringing item B for the main point of discussion and everything else fall in place by Commissioner Campbell. Second by Commissioner McCaskill. Motion passed unanimously.

Item B was discussed.

Following item B, the proceedings on item A continued.

The Clerk advised there has been a public records request for the statements of Staff. Ms. West responded there is an exemption for public records as an investigation is pending. The Clerk provided copy of the statements, now opened, to the Commission. The Clerk asked if Ms. Erdelyi is to be provided copy. She advised the Commission can provide it to Ms. Erdelyi under attorney- client privilege. The consensus was to allow the statements to be provided to Ms. Erdelyi.

Motion to table item A (postpone) until Thursday's Commission meeting by Commissioner McCaskill. Second by Commissioner Borom. Motion passed unanimously.

Commissioner Borom recommended that if someone is not comfortable or anything that would cause discomfort with the City Manager that communication report go to Human Resources until after the investigation is over. Ms. Erdelyi recommended employees not report to HR as HR reports to the City Manager. She said the Commission could have the employees report to outside counsel or the investigator or report to Commissioner McCaskill as she was the person chosen to assist with the investigation or an outside HR firm. Ms. West advised the Florida League of Cities has senior advisors and the transitions team. Commissioner Borom asked that the Commission go through the Florida League of Cities for their direction and guidance. Commissioner McCaskill will be reaching out to the Florida League of Cities.

The floor was opened to public comment

Jacob Spell 5019 Crill Ave., Palatka, FL 32177 - spoke in support of Mr. Bell and advised the Commission can discuss his evaluation among themselves not amongst the public. He advised there should be a cut-off period to bring allegations.

Fred Holley 610 N 5th St., Palatka, FL 32177 - spoke in support of terminating the City Manager.

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

- b. Discussion/Direction Resolution 2024-R-154 authorizing the execution of an addendum to the

employment agreement with the City Manager, upon acceptance by the City Manager

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE EMPLOYMENT CONTRACT WITH DARRYL LE'TROY BELL AS CITY MANAGER OF THE CITY OF PALATKA; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

Ms. Erdelyi advised Mr. Bell has been asked whether he would amend a provision of his contract to extend his probationary period. Due to the language of the contract, an extension of the probation period is the cleanest manner to move forward.

Discussion commenced between Ms. Erdelyi and Mr. Bell. He advised he is not willing to seek probationary period. Mr. Bell advised if something illegal shows in the investigation he would not receive severance. Ms. Erdelyi advised the language in the agreement has a lot of situations by which the Manager's position could be terminated. Mr. Bell spoke regarding several recruiters and the Florida League of Cities, and the Rough Riders of the Florida League of Cities who do not feel an extension of a probationary period is common. Ms. Erdelyi advised there are situations where both parties agree to extend probationary periods.

Commission discussion commenced. Mayor Correa expressed it would behoove the Manager to accept the extension. Commissioner Borom expressed the investigation can still be conducted. Mayor Correa expressed she called the meeting so the discussion can occur prior to the end of Mr. Bell's probation as the City has an obligation as stewards of tax dollars.

Discussion continued regarding the investigation. Commissioner Campbell spoke on heresy and transparency. Mayor Correa spoke regarding the items on today's agenda being crucial.

The gavel passed to Commissioner Jones.

Motion by Mayor Correa to terminate Mr. Bell's employment immediately
Motion died due to lack of a second.

The gavel returned to Mayor Correa.

Motion by Commissioner Campbell to allow Mr. Bell to continue in the role of City Manager and accept the emergency item to look into the employees who have brought forth concerns and properly vet and allow Mr. Bell to exit the premises if he is friendly to leave.
Motion withdrawn.

Meeting in recess at 7:46 PM.
Meeting resumed at 8:17 PM.

See item A.

4. ADJOURN

Motion to adjourn at 8:40 PM by Commissioner McCaskill.

CITY OF PALATKA

By: Its Mayor

Attest:

City Clerk

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

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

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



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

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA
MS-Taxation
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

MINUTES
CITY OF PALATKA
August 8, 2024

The minutes of the proceedings of the regular meeting of the Palatka City Commission held on Thursday, August 8, 2024 at 6:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. **CALL TO ORDER** The meeting was called to order at 6:00 PM

a. **Invocation**

The Invocation was led by Chaplain Mulberry.

b. **Pledge of Allegiance**

The pledge of allegiance was led by Commissioner Campbell.

c. **Roll Call**

Present:

Commissioner Tammie McCaskill

Commissioner Justin Campbell

Commissioner Will Jones

Commissioner Rufus Borom

Mayor Roberta Correa

Also Present: Troy Bell, City Manager; Jonathan Griffith, Assistant City Manager; Jane West, City Attorney; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Virginia Jones, HR Generalist; Joe Verrecchio, Public Works Operations Manager; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Matt Newcomb, Assistant Police Chief; Rebecca Jones, Fire Administrative Assistant; Darren Denmark, Fire Lieutenant; Sophia Smith, Airport Administrative Assistant; Darren Denmark, Fire Lieutenant; Philip Smith, Fire Captain Yul McNair, Airport Manager; Allegra Kitchens, former City Commissioner; Alonzo Mulberry, City Chaplain (via telecommunications technology); Annie Davis; Sam Deputy, Sarah Cavacini, Palatka Daily News; Allen Sheffield; Regan Blackmer; Riley Blackmer; Annabelle Lamb; Tarsha Givens

2. **APPROVAL OF MINUTES**

MINUTES
Palatka City Commission
August 8, 2024

Motion to approve Minutes items A - D by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

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

3. IN THE SPOTLIGHT - EMPLOYEE RECOGNITIONS

- a. Employee of the Month - July 2024

Mrs. Jones and Chief Taylor recognized Fire Lt. Darren Denmark for outstanding performance and being a true leader.

- b. Fire Department Recognition
Deputy Chief Branford - 20 years of service
Captain Philip Smith - 20 years of service

Chief Taylor recognized Deputy Fire Chief Branford and Fire Captain Philip Smith for 20 years of dedicated service.

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

The summer interns were recognized for their service to the City's various departments they served in.

- 4. CITY MANAGER AND ADMINISTRATIVE REPORTS Commissioner Campbell asked for reports in a method so the public can be informed and asked for a consistent report concerning the American Rescue Plan Act funding to ensure the City spends it by the time it needs to be obligated. Ms. Carty clarified these funds must be obligated by December 2025 and spent by 2026.

The City Manager provided an updated that an employee inquiry has held a level of validity that needed inquiry. He has selected a firm that has made public records requests. Within the next 2 weeks they will be conducting interviews. The retainer of the firm is a not-to-exceed amount of \$10,000. The agreement requires notice if they are approaching \$5,000. The Florida Ethics Committee has also been contacted.

- a. Utility Assistance Presentation (ARPA Funds) - Christall Azcarate and Marcia Carty

Ms. Carty addressed the Commission to provide an overview of the Azcarate Group and the City of Palatka's administration of the Utility Assistance Grant. Ms. Carty thanked Ms. Azcarate and her daughter for partnering with the City.

- b. June 30, 2024 Quarterly Financial Report

Ms. Carty presented the quarter-ending financial report. Revenues were over 35 million and expenditures over 28 million. Ms. Carty advised our reserve rate is about 19% and advised she will research further to apply the correct

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August 6, 2024

base. Commissioner Jones spoke regarding the need to spend the Tax Increment funds. Ms. Carty advised the Community Redevelopment Agency, which oversees those funds will meet on Monday. Mr. Bell advised the Commission has been emailed a check register, which Commissioner Borom asked for this on a monthly basis.

5. PUBLIC COMMENTS

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

The floor was opened to public comment.

Vicki Duke 105 Carriage Terr., Palatka, FL 32177 - spoke of concern regarding road resurfacing on St. Johns Avenue from 8th Street down to where it stopped.

Tarsha Givens 225 Stilwell Ave., Palatka, FL 32177 - spoke of having a flat tire and expressed concern of providing her address. She spoke of submitting a request to be placed on the agenda so the Commission can take action. She spoke of code of ethics, conflict of interest, personal gain, and Brownsfields. She spoke regarding concerns of the personal business of the Assistant City Manager.

Sherri Scroggins 1609 St. Johns Ave., Palatka, FL 32177 - spoke regarding concerns of the repaving of St. Johns Avenue and the detour presently there and spoke of her business being effected. She asked for signage pertaining to the business being opened.

Sam Deputy 917 St. Johns Ave., Palatka, FL 32177 - thanked the City road crew for working on St. Johns Avenue. He also spoke regarding the eloquence of Commissioner McCaskill.

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

b. **Commission and Staff Response**

Mr. Bell responded to Ms. Scroggins, that is a County project and spoke with the business owner prior to today. He has reached out to the County regarding signage. Commissioner Campbell recommended the City place signage. Mr. Bell spoke regarding the work on St. Johns Avenue highlights areas that still need attention.

Commissioner Campbell advised Ms. Givens he provided a letter to Mr. Bell. Mr. Bell advised the letter was circulated in other areas.

6. **CONSENT AGENDA** The Commission desired to discuss the following items: item I (Commissioner Jones), items E and J (Commissioner Borom).

Motion to approve items excluding E, I, and J by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

- a. ADOPT RESOLUTION 2024-R-157 rebranding the City of Palatka Platt Drew Wastewater Treatment Facility to the "City of Palatka Platt Drew Reclamation Facility".
- b. ADOPT RESOLUTION 2024-R-165 authorizing utilization of the Florida Sherriffs Association contract No. FSA 23-VEL-31 / FSA 23-VEH-21 for the purchase of a 2024 Ford F250 and a Ford F150 trucks for the Wastewater Treatment Plant and Water Treatment Plant
- c. ADOPT RESOLUTION 2024-R-144 authorizing the Palatka Police Department to accept the 100% funded FDLE JAG C grant in the amount of \$6,275 for the purchase of Street Crimes Unit technology.

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- d. ADOPT RESOLUTION 2024-R-155 authorizing the Mayor to execute an agreement for the acceptance of the Florida Department of Law Enforcement SAFE Grant in the amount of \$60,000 (100% grant funded)
- e. ADOPT RESOLUTION 2024-R-158 adopting the Florida Department of Transportation Urban Area Boundary Map to determine the proper functional classification and urban boundary designations within the Department's Roadway Characteristics Inventory system.

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

Mr. Griffith advised this map is redone every 10 years, and will help FDOT allocate funding based upon service levels. He advised this is strictly for the Department of Transportation.

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

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

- f. ADOPT RESOLUTION 2024-R-148 awarding ITB 2024-06 and execution of a contract for the Madison Street Water Main Replacement project to DB Civil Construction, LLC in amount not to exceed \$499,890 (100% grant funded).
- g. ADOPT RESOLUTIONS to approve policies on excessive force and 504 ADA for CDBG funded projects
- i) ADOPT RESOLUTION 2024-R-166 to approve the policies on Handicap Accessibility Self Evaluation Plan, Transition Plan for Handicap Accessibility and Section 504 Grievance procedures for adoption as a requirement for all Community Development Block Grant funded projects.
- ii) ADOPT RESOLUTION 2024-R-156 to approve the policy on Excessive Force for adoption as a requirement for all CDBG funded projects.
- h. ADOPT RESOLUTION 2024-R-149 awarding RFP 2024-11 Turf Maintenance to Mullis Lawn Maintenance of Palatka, Inc. in an amount not to exceed \$63,000.
- i. ADOPT RESOLUTION 2024-R-150 awarding ITB 2024-12 City of Palatka Restroom Construction, Hank Bryan Park to ER Rooter, Inc. in an amount not to exceed \$73,000.

A RESOLUTION AUTHORIZING AWARD OF ITB 2024-12 AND EXECUTION OF A CONTRACT WITH ER ROOTER, INC USING FY 2023-24 BUDGETED FUNDS FOR THE HANK BRYAN RESTROOM PROJECT; AND PROVIDING FOR SCRIVENER'S ERRORS

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Mr. Verrechio advised the intent is to award a contract to ER Rooter to construct a bathroom at Hank Bryan Park in the amount of \$73,000. Commissioner Jones expressed this project had been capped at \$50,000 and expressed concern the proposed amount is too high. He also expressed concern of desiring a picture of what we are getting. Mr. Griffith advised bids for design and construction came in over \$100,000. The County then engineered the design of the bathroom for the City and construction was put back out for bid. This is the bid for construction. Mr. Griffith advised we have in excess of \$73,000 in the budget.

Motion to bring back to the September 12th meeting with a rendering by Commissioner Jones. Second by Commissioner Borom. Motion passed unanimously

- j. ADOPT RESOLUTION 2024-R-151 authorizing a \$13,442 budget amendment for FY 2023-2024 for Golf Course Contract Capital Improvement Projects

A RESOLUTION OF THE CITY OF PALATKA, AMENDING THE FY 2023-24 BUDGET TO FUND THE GOLF COURSE CONTRACT CAPITAL IMPROVEMENT PROJECTS; AND PROVIDING FOR SCRIVENER'S ERRORS

Ms. Carty addressed the Commission. She has met with the Golf Course Franchise Manager. They have had unforeseen additional irrigation expenses. The profit-sharing franchise has earned more revenue than the City budgeted. This additional revenue covers the additional expenses. She explained this item is providing us funds in accord with the profit sharing agreement with the intent of using the funds to improve the irrigation at the Golf Course.

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

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

- k. ADOPT RESOLUTION 2024-R-159 granting a special events permit to the Community Affairs Department for Riverfront Trivia Night to be held August 30, 2024
- l. ADOPT RESOLUTION 2024-R-163 granting a special events permit to the Community Affairs Department for Reggae theme Night to be held on August 23, 2024.
- m. ADOPT RESOLUTION 2024-R-161 granting a special events permit to Main Street Palatka for the Datil Fest: Datil Pepper Culinary celebration to be held October 26, 2024.
- n. ADOPT RESOLUTION 2024-R-162 granting a special events permit to Palatka Jr/Sr High school for Palatka Jr/Sr High Homecoming parade event to be held September 12, 2024.

7. RECESS - 10 MINUTES - PRIOR TO REGULAR BUSINESS OR AT 7:30 PM No recess was taken.

8. REGULAR BUSINESS

- a. ADOPT RESOLUTION 2024-R-164 authorizing an agreement with St. Johns Housing Partnership for administration of the City's affordable housing renovation program and adoption of the program

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document.

Mr. Griffith presented a proposed Affordable Housing program document and proposed contract with St. Johns Housing Partnership to administer the program. He highlighted program document, including target area where applicants would get additional points. He spoke regarding income limits and project budgets. The term of the agreement would be a 3-years. St. Johns Housing Partnership's compensation is reflected in the contract.

Bill Lazare from St. Johns Housing Partnership advised the program will probably roll out in October after approval from the Housing and Urban Development. He spoke regarding putting out bids to local contractors and spoke of the known task to eliminate blight. Mr. Lazare expressed funding from the US Department of Housing and Urban Development is income based depending on family size. He expressed when the program goes live, it will be oversubscribed based upon past experience of the City. Mr. Lazare estimated this program will assist 50 - 60 households. Mr. Bell expressed a home's roof would have to be fixed on the front end if the total amount expended is over \$20,000.

Mr. Lazare advised the program draft says the expenses are not to exceed \$40,000 per project, however, the City Manager can approve going to \$50,000. Commissioner Borom expressed concern the Commission had asked the program be capped at \$40,000. Consensus of the Commission was to cap the program at \$40,000 per house.

Motion to approve by Commissioner Borom. Second by Commissioner Campbell. The motion was rescinded by Commissioner Borom and consent was granted by the second.

Motion to with the correction that each instance is not to exceed \$40,000 by Commissioner Borom. Seconded by Commissioner Campbell. The Motion Passed unanimously.

9. PUBLIC HEARINGS

- a. Amending Future Land Use Map and Rezoning Parcels: 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020 and 09-10-26-0213-0000-0030 located on Kelley Smith School Road

Upon a question from the Mayor, Mr. Bell advised this item has been removed. Mr. Aghemo advised there is a written request to postpone the item. No motion was made.

- i) ADOPT Ordinance 2024-07 amending the future land use map of 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020 and 09-10-26-0213-0000-0030 from City of Palatka Commercial (COM) to City of Palatka Residential Low (RL) - first reading continued from July 11, 2024, continued from June 13, 2024
- ii) Ordinance 2024-08 amending the zoning map of 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020 and 09-10-26-0213-0000-0030 from City of Palatka General Commercial (C-1) to City of Palatka Residential, Single-Family (R-1) - first reading continued from July 11, 2024, continued from June 13, 2024

b. ADOPT ORDINANCE 2024-09 establishing procedures for quasi-judicial proceedings - 2nd reading
AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CREATING MUNICIPAL CODE SECTIONS 54-1 THROUGH 54-6, ESTABLISHING PROCEDURES FOR QUASI-JUDICIAL PROCEEDINGS, PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS.

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Ms. West presented this Ordinance for second reading. Previously, rezonings were not considered quasi-judicial proceedings. Ms. West advised this Ordinance would provide a clear process for quasi-judicial proceedings including rezonings and appeals.

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

Ms. West advised quasi-judicial proceedings are loosely based on the Florida Rules of Evidence. Commissioners Jones and Borom expressed the need to meet with the City Attorney before the Ordinance is enacted.

Motion to approve by Commissioner McCaskill. Seconded by Commissioner Campbell. Motion Failed Yes 1, No 4, with Mayor Correa consenting.

Motion to push it to September 12 meeting by Commissioner McCaskill. Seconded by Commissioner Jones. Motion Passed Yes 4, No 1, with Mayor Correa dissenting.

10. EMERGENCY ITEM

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

A RESOLUTION OF THE CITY OF PALATKA AUTHORIZING THE EXECUTION OF A RETENTION AGREEMENT WITH SNIFFEN & SPELLMAN, P.A. FOR THE PURPOSE OF AN EMPLOYMENT INVESTIGATION; AMENDING THE FY 2023-24 BUDGET; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR SCRIVENER'S ERRORS

Commissioner McCaskill expressed she reached out to the Florida Commission on Ethics. They cannot receive the case unless they receive a referral from the Florida Department of Law Enforcement, State Attorney, or the Governor.. She reached out to the Florida City and County Manager's Association's Senior Advisors who advised they do not assist with related issues. Commissioner McCaskill advised the Equal Opportunity Commission would not take the matter as they handle matters from employees directly. Commissioner McCaskill contacted Eryn Russell at the Florida League of Cities, who advised our attorney can call their attorney. Ms. West responded she reached out to the Florida League of Cities' attorney and was advised they cannot assist in this matter. Ms. West also advised the Commission cannot compel the employees to file a Complaint with the Commission on Ethics.

Commissioner McCaskill advised she reached out to the Sniffen & Spellman. Originally, they did not expect the investigation to exceed \$30,000. However, now that the City is not pressed for time, it is possible that the investigation will not exceed \$10,000. When we were pressed for time, the investigator thought the investigation would take three attorneys. Commissioner McCaskill advised the investigation would take 10 weeks with one investigator.

Commissioner Campbell spoke regarding the need for Ms. Erdelyi to not handle this matter. If we need an attorney, Commissioner Campbell recommended Commissioner McCaskill know and another attorney be selected. The consensus of the Commission agreed.

The floor was opened to public comment:

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - expressed the investigation, if only to find criminal accusations, should be dropped as Mr. Bell is not a criminal

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August 6, 2024

Richard Weeks 103 Riverside Blvd., East Palatka, FL 32177 - expressed this matter can be handled internally.
Tarsha Givens 225 Stilwell Ave., Palatka, FL 32177 - spoke in opposition to the investigation and in support of the inquiry into the Assistant City Manager. She spoke regarding the departure of an employee.
Kay Dubin 1322 Kirby St., Palatka, FL 32177 - expressed apologies need to made on both sides. She expressed the City Manager needed to apologize to the public and staff regarding the removal of a tracking device from the vehicle assigned to the City Manager.
Sam Deputy 917 Carr St., Palatka, FL 32177 - spoke of concern of the amount of employees who have left the City and the brain drain that leaves with them. He encouraged the Commission to make a decision.

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

Commission discussion commenced. Commissioner McCaskill and the Mayor spoke regarding public comment in person. Mayor Correa spoke regarding hiring a firm to handle the matter. Commissioner Borom expressed support of the matter if there is no one else that can assist. Commissioner McCaskill spoke regarding the need to be fair to Mr. Bell as well as the employees.

Commissioner Campbell expressed the Commission cannot delegate to staff what they should do. He expressed the need to protect those that have come to them. Commissioner Campbell advised following the investigation, the City Manager would be better able to serve the employees.

Commissioner Borom spoke regarding the need to strengthen the employee relation policies. Mayor Correa expressed concern of the employee atmosphere.

Commissioner Borom spoke regarding having a layer of someone to report to other than the Manager for those employees who feel uncomfortable. Ms. West advised she spoke with 2 attorneys at the Florida League of Cities who advised they do not offer that service. They referred the City to Sniffen & Spellman. Commissioner Jones expressed the Commission has the ability to identify issues and get someone to mediate to make a different workplace. He spoke regarding the need to understand culture and diversity and the possibility of bringing in an outside mediator.

Commissioners Campbell and Borom spoke regarding the past team building session. Commissioner Campbell spoke regarding bringing in William Whitson's firm that handled the team building session or one of the other vendors that responded when a vendor was selected at that time. Commissioner Jones expressed the need to diversify the person who conducts the session

Motion by Commissioner Jones to approve going after the investigative services to include bringing in a mediator to conduct regular business and be a liaison between the City Manager and staff, and also bringing someone that can conduct human diversity training or retreat. Second by Commissioner Borom. Motion passed unanimously.

Discussion continued. Commissioner Campbell disagreed to using our facilities for a retreat. Commissioner Jones indicated this matter is not to exceed \$10,000.

11. COMMISSIONER COMMENTS Commissioner McCaskill advised the "Cuzins" are doing a backpack giveaway at one of the City's facilities tomorrow. She would like to pay for a science demonstration with her special event funds.

Motion to add an emergency item to allow Mr. Steve Wilson to do a science demonstration by

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August 6, 2024

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

Motion to allow the vendor to be used by Commissioner Campbell. Seconded by Commissioner McCaskill. Motion Passed unanimously.

Commissioner Campbell advised the Commission has to be mindful of what is put out in the atmosphere as the media may make it appear the Commission as dysfunctional and to be mindful of the employees. Commissioner Borom expressed if someone is in the room they understand what is happening. Mr. Bell spoke regarding removal of his GPS device was not him being dishonest. Mayor Correa expressed the need to temper comments.

12. ADJOURN

Motion to adjourn at 8:36 PM by Commissioner Jones. Seconded by Commissioner Borom. The Motion Passed unanimously.

CITY OF PALATKA

By: Its Mayor

Attest:

City Clerk

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FS 286.0105

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

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August 6, 2024

ROBERTA M. CORREA
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FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

MINUTES **CITY OF PALATKA** **August 9, 2024**

The minutes of the proceedings of a workshop of the Palatka City Commission held on Friday, August 9, 2024 at 3:30 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. **CALL TO ORDER** The workshop was called to order at 3:30 PM.

a. **Special Called Meeting Notice**

The Notice was read by the Clerk.

b. **Invocation**

The invocation was led by Chaplain Mulberry.

c. **Pledge of Allegiance**

The pledge of allegiance was led by Commissioner Borom.

d. **Roll Call**

Present:

Commissioner Will Jones

Commissioner Rufus Borom

Commissioner Justin Campbell (present via telecommunications technology)

Mayor Roberta Correa

Absent:

Commissioner Tammie McCaskill

Also Present: Troy Bell, City Manager; Jonathan Griffith, Assistant City Manager; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Virginia Jones, HR Generalist; Eddie Cutwright, Community Affairs Director; Jason Shaw, Police Chief; Matt Newcomb, Assistant Police Chief; Yul McNair, Airport Manager; Alonzo Mulberry, City Chaplain; Jane West, City Attorney; Lorenzo Aghemo, Planning Director (via telecommunications technology)

2. **PUBLIC COMMENTS**

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

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

3. **DISCUSSION - FY 2024-25 BUDGET**

a. **4th Draft Budget FY 2024 - 2025**

Ms. Carty presented a handout of the 4th draft of the budget Ms. Carty advised in order to balance the budget she will need to get the budget down.

b. Department Budget Presentations

During the budget presentations, the Commissioners indicated they liked the presentations that had the department's organizational chart and the list of current staffing vs. proposed staffing. Commissioner Jones asked for more details of the budget in the presentations, for example, he liked the slide that said the department would add a side by side vs. the department that said there would be equipment repairs. Commissioner Campbell recommended quarterly budget reviews and an action plan to see how the budget is being spent through the year. Commissioner Campbell expressed desire to see pictures in the budget presentation.

i) Human Resources - Virginia Jones, Generalist

Ms. Jones spoke regarding the proposed Human Resources Budget. She would like to implement an HRIS system that will cost \$50,000 in the upcoming fiscal year. She advised when she receives the SHRM certification her title will change from Generalist to Director. Mr. Bell spoke regarding HR engagement committee that has been formed internally and its efforts to create an engagement survey.

ii) Better Place Fund - Jonathan Griffith, Assistant City Manager

Mr. Bell presented the Better Place budget. Commissioner Borom asked for dollar amounts on the projects of the Better Place fund. Commissioner Borom asked for the Kay Larkin grant match.

Discussion commenced regarding the bathroom to be constructed at Hank Bryan Park. Mr. Bell spoke regarding the one response for \$140,000 for design and construction of Hank Bryan bathroom. The County designed the bathroom at no cost to the City and we are at a stage that we need to construct the bathroom. An RFP for construction went out and the bid that came back was for \$73,000.

iii) Community Affairs - Eddie Cutwright, Director

a) Code Enforcement

Mr. Cutwright addressed the Commission regarding the Code Enforcement presentation. To assist with building up the Code Enforcement department, the department has a goal of creating a volunteer code enforcement officer program and there are decision units for two part-time code enforcement officers. Mayor Correa expressed it would be a good idea to have the CRA fund one part-time code enforcement officer.

b) Cultural Resources

Mr. Cutwright detailed the Cultural Arts budget presentation. Mr. Cutwright advised in this department he has asked for an additional part-time employee. Mr. Cutwright spoke regarding the desire of his department to get more digitally friendly with rental applications. He spoke regarding the many events that this department staffs. He advised the River Center is the central location of most of these events.

Discussion commenced regarding the buildings the Cultural Arts department oversees. Mr. Cutwright expressed the River Center's roof has leaks. Mr. Cutwright spoke regarding the internet concerns at the River Center.

Commissioner Borom asked for follow up on the technical projects and the fiber optics. The Commission discussed the need to use the building at the entrance to Ravine Gardens. Commissioner Jones expressed it could be a City pool again. Mayor Correa expressed concerns to have all the facts, including costs of having lifeguards. Commissioner Borom expressed Senator Hutson is supporting grant funding for pools. Commissioner Borom expressed Calvary Family Life Center is looking for funding for the pool they own.

Mr. Bell spoke regarding upcoming lease negotiations with the Skeet Club. Mr. Bell spoke regarding concerns of there needing to be an equitable lease amount and need to see if the Federal Aviation Administration is okay with the Skeet Club operations. The Clerk advised the present lease with the Skeet Club will term in 2029. Mr. Cutwright spoke regarding the need to move the nominal leases to 3 - 4 year leases. Commissioner Borom spoke of concerns surrounding the nominal leases.

c) Jenkins Gymnasium

Mr. Cutwright presented the Jenkins Gymnasium budget. He spoke regarding efforts of obtaining information from the public on what they would like to see on kiosks for African American History at the building. He is looking to open the building full time in the fall if no further renovation issues, in an effort to let the whole building be used by the whole community. The operating budget increased due to the projected increased hours

and repairs. He spoke regarding the need to have another staff member to keep the building open. Discussion commenced regarding parks with Mr. Cutwright. Commissioner Jones asked about a park at Olive Street and 10th Streets and Mr. Bell advised this is not a city-owned park. Mr. Cutwright advised the clean up of that park would fall under the park department. Commissioner Borom spoke regarding the need to refresh the park at Palatka Heights. Mayor Correa expressed that would be a good place for a dog park or a bigger community garden than is currently there. Mr. Bell advised we have grant funding for the Palm Bowl park at Laurel St./Carr St./15th St. Mr. Bell advised we have budgeted for dog waste stations at our parks.

d) Recreation

Mr. Cutwright spoke regarding the events and programs of the Recreation Department. As we move forward, one day Staff will present the Jenkins Gymnasium and Recreation in the same budget, however in FY 2024-25 it is reflected as two departments. Mr. Cutwright spoke regarding the need for a full-time recreation/cleaning staff person. Commissioner Jones suggested low-level offenders as cleaning volunteers for community service hours. Commissioner Borom recommended the departments pay into the General Fund for cleaning. Commissioner Jones asked for a needs assessment whether the City needs all the fields.

iv) Public Works - Joe Verrechio, Operations Manager

a) Streets & Stormwater

Mr. Bell spoke on the Streets and Stormwater budget. He spoke regarding the goal of putting more information (including tickets for issues with City streets) on the City's website. Mr. Bell advised Staff is asking to add two laborers (and to keep the current operator and laborer) in this department. Mr. Bell spoke regarding adding funding for road resurfacing. He also spoke regarding the need to fix the infrastructure and then resurface the road. Commissioner Jones spoke regarding the need to get the best pricing for the requested side by side.

b) Cemetery

Mr. Bell spoke regarding the efforts of modernizing the cemetery's processes. Ms. Carty advised the professional services line is a different line than grounds maintenance and she can follow up with information on what is budgeted in each line.

c) Parks

Mr. Bell spoke on the achievements and proposed goals of the Parks Department. Commissioner Borom spoke on the need to use Florida friendly plants at our parks. Mayor Correa spoke regarding reaching out to the Master Gardener program. Ms. Carty advised the riverfront parks portion of the budget increased. Mayor Correa asked if we can use CRA funding for landscaping on City properties in the CRA area. Ms. Carty advised she has added \$400,000 funding in this budget for a splash pad. Commissioner Jones spoke on the pads that use reclaimed water.

Note: See also Jenkins Gym item above.

d) Facilities

Mr. Bell spoke on the achievements and goals of the Facilities Department. Commissioner Borom asked for before and after photographs of our facilities. Commissioner Borom spoke regarding end to end customer service. Mr. Bell noted the proposed total of the capital budget should be \$45,000 and is for 1 truck to be replaced as unit 18 is not going to be replaced.

e) Sanitation

Mr. Bell spoke regarding the Sanitation budget. He spoke regarding the increases in operating budget such as deferred maintenance, regular salaries, and small tools. Mayor Correa expressed the need for more information regarding building maintenance and why it would be funded from Sanitation. Public Works is asking for another customer service representative to be funded by the Sanitation Department.

f) Fleet Maintenance

Mr. Bell presented the budget for the Fleet Maintenance Department. Commissioner Borom asked about the

sanitation truck being in the Sanitation Department vs. the Fleet Maintenance Department.

g) Utilities

Mr. Bell presented the Utilities Department budget. Ms. Carty advised the current operating budget was \$28 million and the proposed total will be \$24 million. Mr. Bell spoke regarding partnering with the Palatka Gas Authority to minimize the time between when there is a leak and when there is a credit on the bill (which is usually about 3 months) and to obtain a service, "Neptune", that will show the public their water usage in real time. The cost associated with that is \$18,000. The Gas Authority presently is writing off \$60,000 - \$90,000 in credits per year.

v) Finance - Marcia Carty, CPA, CGFO, Director

Ms. Carty presented spoke on the Finance budget. No major changes were noted.

4. ADJOURN The workshop adjourned at 6:28 PM

CITY OF PALATKA

By: Its Mayor

Attest:

City Clerk

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FS 286.0105

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

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



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

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA
MS-Taxation
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

MINUTES **CITY OF PALATKA** **August 29, 2024**

The minutes of the proceedings of a special called workshop of the Palatka City Commission held on Thursday, August 29, 2024 at 3:30 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. CALL TO ORDER at 3:31 PM

a. Special Called Workshop Notice
read by the Clerk.

b. Invocation
led by Chaplain Mulberry.

c. Pledge of Allegiance
led by Mr. Bell.

d. Roll Call

Present:

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

Absent:

Commissioner Tammie McCaskill
Commissioner Will Jones
Commissioner Rufus Borom

Also Present: Troy Bell, City Manager; Jane West, City Attorney; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Chris Taylor, Fire Chief; Matt Newcomb, Assistant Police Chief; Jason Shaw, Police Chief; Yul McNair, Airport Manager; Matt Mors, Assistant Reclamation Facility Superintendent; Virginia Jones, HR Generalist; Eddie Cutwright, Community Affairs Director; Alonzo Mulberry, City Chaplain (via telecommunications technology); Cheryl Roach

2. PUBLIC COMMENTS The floor was opened to public comment. Hearing none, the floor was closed to public comment.

3. DISCUSSION - FY 2024-25 BUDGET

a. 5th Draft Budget FY 2024 - 25

Ms. Carty addressed the Commission. The budget is balanced in this 5th draft. The budget did require reflecting financing with annual debt service of \$133,000. The draft reflects the Fire Assessment rate being reduced \$73,000

Palatka City Commission
Budget Workshop
August 29, 2024

by reducing the variable tier from \$2.46 to \$2.35. The balanced budget number is \$75,845,765. Of that, \$28,600,000 is operating costs, \$16,000,000 is personnel, \$19,000,000 is grants, \$11,000,000 is capital outlay. The loan proceeds in General Fund were increased by about \$300,000. We have a grant for the Comprehensive Plan in the amount of \$75,000. The Police Department personnel costs have increased, however almost \$200,000 was grant funded. Our Public Works- Streets capital costs increased by \$700,000. She advised the City is improving as General Fund Budget Transfers has decreased. This year, General Fund is only transferring \$509,000. Better Place, Golf Fund both reflect lower transfers. The Airport transfer was kept level. There is no change in reserves.

She continued to highlight certain areas of the budget: In the Commission budget, the new item is special events/special projects. That includes the amount we expect not to be spent this year plus \$10,000. In the City Hall budget, we are reflecting City Hall and Annex building maintenance in separate lines for renovations. In the City Manager budget, we are reflecting the salaries of 3 persons. In the City Clerk budget, in regular salaries we are reflecting a new position and there will be a total of 3 persons in this department. In the Information Technology Department, the only increases are cost expenditures. The Finance Department budget decreased. In Public Works-Facilities Maintenance, there is not much variance. There is capital outlay for facilities maintenance. We are reflecting the reimbursement for fleet maintenance. In Human Resources Department, capital outlay amount reflected budget for new software. In the Water Taxi budget, there is not much change. In Other Government Services, there is an increase for Workers Comp and liability insurance. In the Planning Department is a grant for community planning in other government services.

In Community Affairs Recreation, we are reflecting new positions there. To balance the budget, there was a reduction to capital outlay there. In the Police Department budget, there are new positions, primarily grant funded. Capital outlay there is budgeted at \$110,000 not the \$147,000 requested and in grants there is a grant for police cars. The debt calculated is based upon the agreements we have so far. In the Community Affairs-Code Enforcement Department, we increased the line for abatement and increased various lines such as fillings. In the Fire Department budget, executive salaries has been reduced from previous drafts of the budget as the request for a 2nd Deputy Chief is now reflected as a training officer and there is an increase for this position in regular salaries. In the Streets Department, we tried to keep it close to last year however, road repaving and sidewalk repairs are reflected. The biggest change in this unit is paving road renovations at \$885,525. In the Cemetery Department, there are no major changes. In the Community Affairs-Cultural Arts there is a part-time position requested in regular salaries and there is an increase in the Special Events for the St. Johns River Center. In the Public Works Parks and Recreation budget, the salary budget decreased. The biggest change is in the maintenance for the Riverfront. All maintenance of the parks went from \$6,000 to \$10,000. Another change is budget for a splash pad and about 30 dog stations. In Community Affairs-Price Martin budget, there is a change for audio visual improvements. In the Airport Fund, most of the items are level. The Airport paid off a debt and are focusing on general fund. They are budgeted to pay \$50,000 towards their debt to the General Fund. The amount they are paying to General Fund for administrative services has increased slightly. For the Water Plant, Ms. Carty will review salaries again. They have reduced professional services. There is an increase for chemicals and fertilizers. Capital Outlay is based upon a grant of \$1,300,000. There are also upgrades to the well. In the Reclamation Facility budget, generally speaking, the increase to the budget is 4% and not significant. The capital outlay decreased there and we are improving the capital of that department by \$1,000,000.

The Water/Sewer Distribution has had a change of capital outlay. The biggest change there is a grant for Palatka Heights that will decrease this year. We have other grants, that come to \$5,900,000. The numbers placed in the budget are what the Staff is expecting to complete in the fiscal year. In the Water Administration budget, the major change is liability insurance increase. The transfers have increased by \$240,000. The contingency reserve is static. For the Utility department, the total budget is \$26,009,136. For the Golf Fund, the operational expenses did not change much. In the Sanitation Fund, regular salaries have increased for a new position and there is an increase for building maintenance. The total increase is about \$85,000. In Sanitation, the biggest increment is liability, rental, and lease. Last year they had vehicle purchases, but they will not be budgeting as much for vehicle

Palatka City Commission

Budget Workshop

August 29, 2024

2

purposes this year. The transfers have increased for transfer and administrative costs. For the Tax Increment Fund, the Mayor reflected the \$75,000 is still listed as the cost for the Small Business Development Center. Ms. Carty advised she corrected it in the CRA budget and will correct the amount here. For the American Rescue Plan Fund, we are showing we will have about \$1,546,000 as we rolled in the \$490,000 for the affordable housing project. There is funding unencumbered. For the Better Place Expenditures, we have secured the building and we have funding for roads and resurfacing. There is funding here for FPL Reid Street Median 1 Bridge to Reid Street. The total department is \$14,946,260. We have more grants such as the federal raise grant that have increased.

Ms. Carty advised for revenues, we have budgeted from the State of Florida, Property Appraiser, and Utility Tax. Impact Fees are relatively new this year. We have grants for the Police Department and grants from the Department of Commerce. The budget can be impacted by any changes the Commission would like to communicate to the City Manager. Ms. Carty will review the revenues for tax lien surpluses.

Mayor Correa expressed concern of the decrease of the Fire Assessment revenue and asked for further discussion. Mr. Bell advised he is under the impression the amount of the Fire Assessment was a not to be increased amount but could be lower.

The City Manager advised the Blue Crab Festival will be on the agenda for September 12, 2024. Manager Bell spoke regarding the funding for the Animal Rescue Consortium not moving forward because they did not receive a State grant or funding from the County.

The floor was opened to public comment:
Cheryl Roach, 312 Dodge St. Palatka, FL 32177 - asked for additional funding for the cemeteries. She asked about funding for bike trail funding or maintenance. She spoke in support of adding administrative positions at the Fire and Police Departments.

The Mayor spoke regarding grants for trail maintenance.

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

4. ADJOURN

Motion to adjourn by Commissioner Campbell at 4:29 PM.

CITY OF PALATKA

By: Its Mayor

Attest:

City Clerk

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Palatka City Commission
Budget Workshop
August 29, 2024

FS 286.0105

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PROCLAMATION - U.S. Constitution Week - September 17 - 23, 2024 - Daughters of the American Revolution William Bartram Chapter

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request by Meri Rees, Daughters of the American Revolution William Bartram Chapter

BACKGROUND

The City of Palatka has annually recognized Constitution Week.

PROJECT ANALYSIS

Staff Recommendation

Proclaim Sept. 17 - 23 as Constitution Week in the City of Palatka.

ATTACHMENTS

1.	2024.09.12 Constitution Week
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CITY OF PALATKA



PROCLAMATION

WHEREAS, in May of 1787, delegates gathered in the Pennsylvania State House to chart a new course for our emerging country, meeting in a time of economic hardship and passionate debate, but with the understanding that while controversy is a hallmark of democracy, the forces of tension and uncertainty pale in comparison to the strength of our common ideals; and

WHEREAS, in a document that has endured for more than two and a quarter centuries, the Framers put forth their vision for a more perfect Union, and called it the Constitution of the United States of America; and

WHEREAS, our Constitution was signed on September 17, 1787, and after an extended period of national conversation and with the promise of a bill of rights, it became the supreme law of the land. Since that time, America's Constitution has inspired nations to demand control of their own destinies and has called multitudes to seek freedom and prosperity on our shores; and

WHEREAS, as we celebrate the world's longest surviving written charter of government, let us remember that upholding our founding principles requires us to challenge modern injustices while accepting our responsibilities as citizens, our obligations to one another and to future generations, allowing us to move forward knowing that in the face of impossible odds, those who love their country can change it; and

WHEREAS, "Constitution Week," designated by joint resolution of Congress as September 17th through 23rd of each year, was initiated by the Daughters of the American Revolution in 1955 and signed into law in 1956 by President Dwight D. Eisenhower, becoming Public Law #915 of the United States of America.

NOW, THEREFORE, I, Roberta M. Correa, Mayor of the City of Palatka, together with the members of the Palatka City Commission, do hereby recognize and proclaim September 17th through September 23rd, 2024 as

CONSTITUTION WEEK

in the City of Palatka and we encourage local government officials and leaders of civic, social and educational organizations to conduct ceremonies and programs that bring together community members to reflect on the importance of active citizenship, recognize the enduring strength of our constitution, and reaffirm our commitment to the rights and obligations of citizenship in this great Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 12th day of September, in the Year of Our Lord Two Thousand Twenty-Three.

CITY OF PALATKA

By: _____
Mayor

Attest:

City Clerk

Date filed with the City Clerk: 9/12/2024

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Rob Mattson has requested to provide a presentation to the City Commission regarding the upcoming Occupation of Palatka event.

BACKGROUND

Annually, Mr. Mattson appears before the City Commission to invite the Commission and the public to attend the event.

PROJECT ANALYSIS

Staff Recommendation

Informational.

ATTACHMENTS

1.	2024.09.12 Occupation of Palatka Rob Mattson
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Regular meetings 2nd and 4th Thursdays of each month
at 6:00 PM

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), or e-mail (skrantz@palatka-fl.gov). Please note that without adequate supporting documentation or information, the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media (thumb drive, DVD, etc.) to the Clerk's Office in advance. If the request to be placed on the agenda is granted, you will be allowed 5 minutes to present your item to the Commission.

Meeting agendas close at 12:00 noon on the Friday two weeks prior to the next regularly scheduled Thursday City Commission meeting. Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. *Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member.

Name of Individual, Organization and/or Group making presentation or request: Robert Mattson

Address: 121 Palm Trail, E. Palatka 32131 **e-mail** yelpmark@att.net

Daytime Phone 386-937-1235 **Other ph.** 386-328-8012 **Fax**

***Requested meeting date:** Sept 12, 2024

_Request for Commission Action; OR ☒ **Presentation Only; no action required**

Subject Matter you wish to address: Update on Occupation of Palatka 2024
Living History event

(attach additional sheet if necessary)

Commission Action Requested, if any: None - update only

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

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

FLC University Certificates for Elected Municipal Officials
Justin Campbell, Sr. - Gold
Rufus Borom - Gold
Roberta Correa - Silver
Will Jones - Silver

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Recognize the City Commissioners named above for their achievements.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Recognition.

ATTACHMENTS

1.	1585_001
2.	1587_001
3.	1586_001
4.	CEMO Rufus Borom

Certificate Program for
Elected Municipal Officials
***Silver Certificate
of Leadership***

Roberta Correa

Mayor
City of Palatka





August 9, 2024

Mayor Roberta Correa
201 N 2nd St
Palatka, FL 32177-3735

Dear Mayor Roberta Correa,

Congratulations on achieving a SILVER FLC University Certificate for Elected Municipal Officials this year! We know the hard work and dedication required to achieve this certificate, and the League greatly appreciates your participation. We have had a strong response since the program launched and look forward to even more officials participating in the coming years.

Your points were tabulated from July 2023 to July 2024. The flyer enclosed with your packet has information about each tier, how to accumulate points, and when FLC University will give you a mid-year status update. We hope you are already planning next year's activities to move up or maintain your status!

If you have any questions regarding the Certificate Program for Elected Municipal Officials, please contact FLC University's Christen Barton at 407.367.3443 or cbarton@flcities.com.

Again, congratulations and thank you for supporting FLC University's educational programs!

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Ross", with a stylized flourish at the end.

Greg Ross
President
Florida League of Cities, Inc.
Mayor, Cooper City





Certificate Program for Elected Municipal Officials



As a local elected official, you diligently serve your cities and residents while being faced with numerous challenges and navigating an ever-changing landscape of state and federal laws and regulations. To support your efforts, the **Florida League of Cities University (FLCU)** continues to offer a variety of in-person and virtual educational opportunities to help municipal officials learn about the latest issues, trends and best practices.

We know the time commitment and dedication you put toward training and continuing education, and we want to reward hardworking officials like you who take time out of their busy days to participate in these valuable programs!

The **FLC University's Certificate Program for Elected Municipal Officials** recognizes elected officials who take part in the League's many training opportunities. This multi-level certificate of achievement program will allow you to earn points for the activities in which you are already participating! You can earn or renew certificates annually based on a designated points system.

CERTIFICATE LEVELS

Level One:
Bronze Certificate of Merit – 10 points

Level Two:
Silver Certificate of Leadership – 20 points

Level Three:
Gold Certificate of Excellence – 30 points*

SCAN TO SIGN UP



HOW DOES IT WORK?

- ▶ **Sign Up:** City officials sign up online using the FLC event registration system, at no cost, to pursue or renew certificates.
- ▶ **Attend Training Events:** League staff track each member's cumulative points through event registrations in our membership database. Points are accumulated from August (in conjunction with the FLC Annual Conference) through July of the following year.
- ▶ **Track Your Progress:** FLCU staff will provide a point update halfway through the program year.
- ▶ **Celebrate Your Achievement:** Each year, certificate recipients will receive a press release for their use and recognition by Quality Cities magazine and at the FLC Annual Conference.

**Officials who have completed the Institute for Elected Municipal Officials (IEMO), IEMO II, and who earn their Gold Certificate only need to earn 15 points in subsequent years to retain the Gold Certificate.*

The following activities will count toward the certificate program on an annual basis:

Program/Event	Points per	Available
Online Orientation**	2	2
IEMO**	10	10
IEMO II**	10	10
State-Mandated 4-Hour Ethics	4	4
FLC webinars	1	16
Annual Conference participation	10	10
Legislative Conference participation	6	6
Legislative Action Days participation	4	4
Advocacy Course	2	2

***Points for these programs can be earned only once.*

HOW CAN I EARN MY CERTIFICATE?

Here are some examples of how you can reach levels of achievement by participating in FLC offerings throughout the year:

Silver Certificate of Leadership

- ▶ Attend Online Orientation (2 points)
- ▶ Attend 14 FLC webinars (14 points)
- ▶ Certify completion of State-Mandated 4-Hour Ethics training (4 points)

Silver Certificate of Leadership

- ▶ Attend IEMO II (10 points)
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Silver Certificate of Leadership

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Gold Certificate of Excellence

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We look forward to recognizing committed elected municipal leaders for their efforts to provide excellent service to Florida's cities and their residents. Visit flcities.com/certificate to sign up today and start earning points toward your certificate!

Questions? Contact Christen Barton at cbarton@flcities.com or 407.367.3443.

Certificate Program for
Elected Municipal Officials
***Silver Certificate
of Leadership***

Willie Jones

Commissioner
City of Palatka





August 9, 2024

Commissioner Willie Jones
201 N 2nd St
Palatka, FL 32177-3735

Dear Commissioner Willie Jones,

Congratulations on achieving a SILVER FLC University Certificate for Elected Municipal Officials this year! We know the hard work and dedication required to achieve this certificate, and the League greatly appreciates your participation. We have had a strong response since the program launched and look forward to even more officials participating in the coming years.

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President
Florida League of Cities, Inc.
Mayor, Cooper City





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Gold Certificate of Excellence

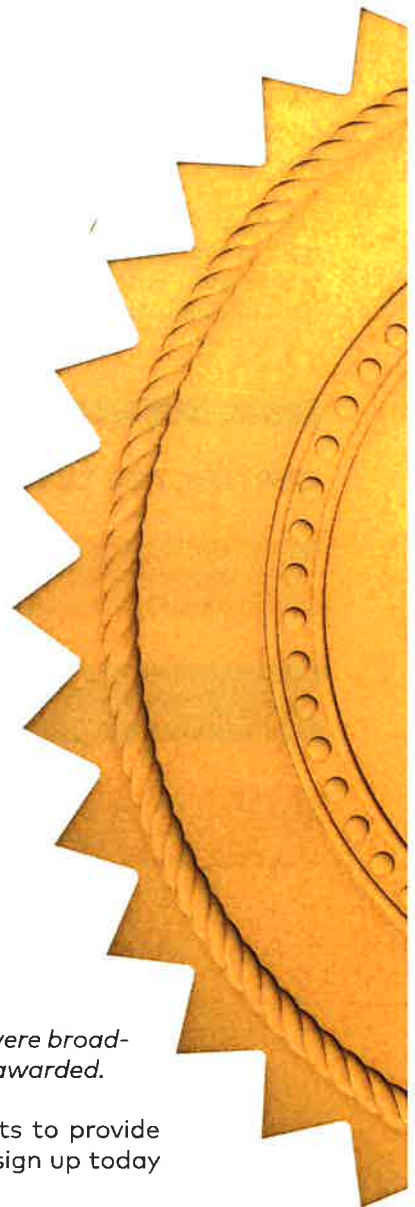
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Gold Certificate of Excellence

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Certificate Program for
Elected Municipal Officials
**Gold Certificate
of Excellence**

Justin R. Campbell

Commissioner
City of Palatka





August 9, 2024

Commissioner Justin R. Campbell
201 N 2nd St
Palatka, FL 32177-3735

Dear Commissioner Justin R. Campbell,

Congratulations on achieving a GOLD FLC University Certificate for Elected Municipal Officials this year! We know the hard work and dedication required to achieve this certificate, and the League greatly appreciates your participation. We have had a strong response since the program launched and look forward to even more officials participating in the coming years.

Your points were tabulated from July 2023 to July 2024. The flyer enclosed with your packet has information about each tier, how to accumulate points, and when FLC University will give you a mid-year status update. We hope you are already planning next year's activities to move up or maintain your status!

If you have any questions regarding the Certificate Program for Elected Municipal Officials, please contact FLC University's Christen Barton at 407.367.3443 or cbarton@flcities.com.

Again, congratulations and thank you for supporting FLC University's educational programs!

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Ross", with a stylized flourish at the end.

Greg Ross
President
Florida League of Cities, Inc.
Mayor, Cooper City





Certificate Program for Elected Municipal Officials



As a local elected official, you diligently serve your cities and residents while being faced with numerous challenges and navigating an ever-changing landscape of state and federal laws and regulations. To support your efforts, the **Florida League of Cities University (FLCU)** continues to offer a variety of in-person and virtual educational opportunities to help municipal officials learn about the latest issues, trends and best practices.

We know the time commitment and dedication you put toward training and continuing education, and we want to reward hardworking officials like you who take time out of their busy days to participate in these valuable programs!

The **FLC University's Certificate Program for Elected Municipal Officials** recognizes elected officials who take part in the League's many training opportunities. This multi-level certificate of achievement program will allow you to earn points for the activities in which you are already participating! You can earn or renew certificates annually based on a designated points system.

CERTIFICATE LEVELS

Level One:
Bronze Certificate of Merit – 10 points

Level Two:
Silver Certificate of Leadership – 20 points

Level Three:
Gold Certificate of Excellence – 30 points*

SCAN TO SIGN UP



HOW DOES IT WORK?

- ▶ **Sign Up:** City officials sign up online using the FLC event registration system, at no cost, to pursue or renew certificates.
- ▶ **Attend Training Events:** League staff track each member's cumulative points through event registrations in our membership database. Points are accumulated from August (in conjunction with the FLC Annual Conference) through July of the following year.
- ▶ **Track Your Progress:** FLCU staff will provide a point update halfway through the program year.
- ▶ **Celebrate Your Achievement:** Each year, certificate recipients will receive a press release for their use and recognition by Quality Cities magazine and at the FLC Annual Conference.

**Officials who have completed the Institute for Elected Municipal Officials (IEMO), IEMO II, and who earn their Gold Certificate only need to earn 15 points in subsequent years to retain the Gold Certificate.*

The following activities will count toward the certificate program on an annual basis:

Program/Event	Points per	Available
Online Orientation**	2	2
IEMO**	10	10
IEMO II**	10	10
State-Mandated 4-Hour Ethics	4	4
FLC webinars	1	16
Annual Conference participation	10	10
Legislative Conference participation	6	6
Legislative Action Days participation	4	4
Advocacy Course	2	2

***Points for these programs can be earned only once.*

HOW CAN I EARN MY CERTIFICATE?

Here are some examples of how you can reach levels of achievement by participating in FLC offerings throughout the year:

Silver Certificate of Leadership

- ▶ Attend Online Orientation (2 points)
- ▶ Attend 14 FLC webinars (14 points)
- ▶ Certify completion of State-Mandated 4-Hour Ethics training (4 points)

Silver Certificate of Leadership

- ▶ Attend IEMO II (10 points)
- ▶ Attend six FLC webinars (6 points)
- ▶ Certify completion of State-Mandated 4-Hour Ethics training (4 points)

Silver Certificate of Leadership

- ▶ Attend Annual Conference (10 points)
- ▶ Attend Legislative Conference (4 points)
- ▶ Attend four FLC webinars (4 points)
- ▶ Certify completion of State-Mandated 4-Hour Ethics training (4 points)

Gold Certificate of Excellence

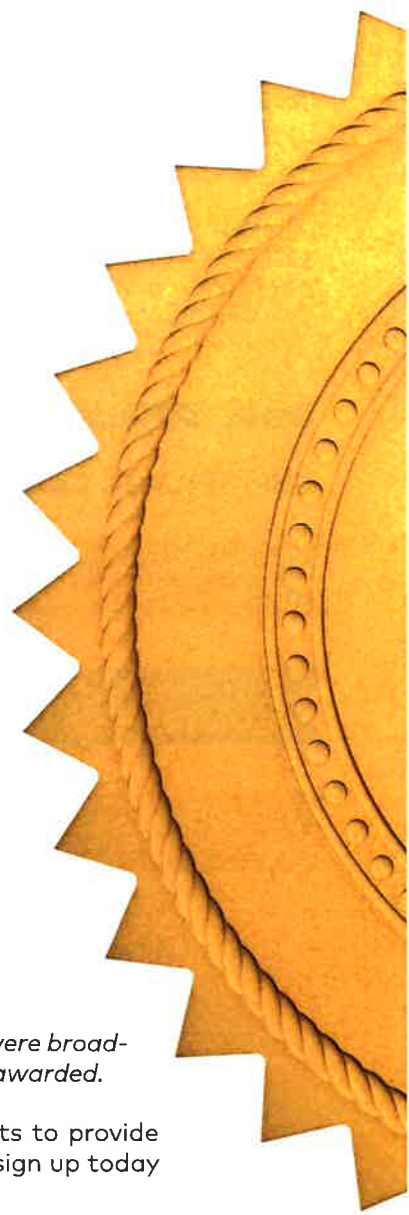
- ▶ Attend Online Orientation (2 points)
- ▶ Attend IEMO (10 points)
- ▶ Attend Legislative Action Days (4 points)
- ▶ Attend Legislative Conference (6 points)
- ▶ Attend five FLC webinars (5 points)
- ▶ Certify completion of State-Mandated 4-Hour Ethics training (4 points)

Gold Certificate of Excellence

- ▶ Attend Annual Conference (10 points)
- ▶ Attend Legislative Conference (6 points)
- ▶ Attend Legislative Action Days (4 points)
- ▶ Attend 10 FLC webinars (10 points)
- ▶ Certify completion of State-Mandated 4-Hour Ethics training (4 points)

Please Note: Points can be earned for viewing recorded webinars only if those webinars were broadcast between August 15 and July 15 of the program year for which a certificate is being awarded.

We look forward to recognizing committed elected municipal leaders for their efforts to provide excellent service to Florida's cities and their residents. Visit flcities.com/certificate to sign up today and start earning points toward your certificate!





August 9, 2024

Commissioner Rufus J. Borom
201 N 2nd St
Palatka, FL 32177-3735

Dear Commissioner Rufus J. Borom,

Congratulations on achieving a GOLD FLC University Certificate for Elected Municipal Officials this year! We know the hard work and dedication required to achieve this certificate, and the League greatly appreciates your participation. We have had a strong response since the program launched and look forward to even more officials participating in the coming years.

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Greg Ross
President
Florida League of Cities, Inc.
Mayor, Cooper City





Certificate Program for
Elected Municipal Officials
***Gold Certificate
of Excellence***

Rufus J. Borom

Commissioner
City of Palatka



STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Please see the attached spreadsheet, to provide an update on where we currently stand on ARPA allocations, encumbrances, and what we still need to allocate.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Informational.

ATTACHMENTS

1.	ARPA_unencumbered funds 8-30-24
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American Rescue Plan Spending Project List (as of 08/30/2024)

Project Description	Approved Allocations	Budget Amendments	ARPA Allocations	Committed - Commissioners' Approved	Encumbered Costs	Funds Expended	Balance of Allocated Funds	GL	Budget '24-25 = balance + encumbered	All transfers have been done between these ARPA projects
Housing Repair	\$ 490,243		\$490,243.00	\$ 490,115.08		\$ 127.92	\$0.00	300-63-559-8-3120	\$ 490,115.00	
Small Businesses	\$ 100,000	\$0.00	\$100,000.00				\$100,000.00	300-62-559-8-2900	\$ 100,000.00	
Vocational/ Education/ COVID 19 Education	\$ 80,000	(\$56,000.00)	\$24,000.00				\$24,000.00	300-63-559-8-3500	\$ 24,000.00	Transfer request -\$16,000 to Youth Council - PAL donation Transfer request -\$40,000 to Utility
Homeless Assistance	\$ 50,000	\$0.00	\$50,000.00				\$50,000.00	300-63-559-8-3110	\$ 50,000.00	
Mental Health Support	\$ 100,000	\$0.00	\$100,000.00				\$100,000.00	300-63-559-8-3400	\$ 100,000.00	
Public Health	\$ 50,000		\$50,000.00				\$50,000.00	300-61-559-8-1200	\$ 50,000.00	
Sports Complex- Gateway to 10th and 11th Street	\$ 25,000	\$0.00	\$25,000.00				\$25,000.00	300-66-559-8-6100	\$ 25,000.00	
Removal of Blight- Purchase VACANT properties	\$ 225,000	\$0.00	\$225,000.00		\$ 15,700.00		\$209,300.00	300-66-559-8-6102	\$ 225,000.00	
Utility Assistance	\$ 150,000	\$44,822.26	\$194,822.26			\$ 194,822.26	\$0.00	300-62-559-8-2200	\$ -	Transfer \$40K from Vocational Education \$72.18 from Utility Admin \$2,061.40 from SCBA Airbags, \$50.08 from Radios \$2,638.60 from SJA Palm to Moseley
Utility Assistance - Admin Exp.	\$ -	\$21,800.21	\$21,800.21			\$ 21,800.21	\$0.00	300-62-559-8-2300	\$ -	Transfer \$21,800 from Youth Council .21 from Utility
Utility Assistance - Admin Supplies		\$1,427.61	\$1,427.61			\$ 1,427.61	\$0.00	300-62-559-8-2301	\$ -	
Road Maintenance Infrastructure	\$ -	\$250,000.00	\$250,000.00		\$ 50,987.50	\$ 84,537.50	\$114,475.00	300-66-559-8-6103	\$ 165,463.00	Transfer \$250K from Broadband
Granular Activated Carbon Filter Project (GAC)	\$ 1,538,555	(\$151,276.82)	\$1,387,278.18		\$ 85,365.16	\$ 1,130,311.62	\$171,601.40	300-65-559-8-5100	\$ 256,967.00	Transfer req \$40,488.91 to Palm to Moseley Transfer req \$84,734.30 to 800 MhZ Radios Transfer req \$26.053.61 to 800 MhZ Radios
St. Johns Avenue Palm to Moseley	\$ 1,242,623.00	(\$37,775.69)	\$ 1,204,847.31			\$ 1,190,284.41	\$14,562.90	300-65-559-8-5110	\$ 14,562.00	Transfer req -\$39,353.00 to GIS St Johns Downtown Potable req -\$35,973.00 to GIS CDBG N32 Palatka Heights \$2,938.60 to Utility Assistance \$40,488.91 to Palm to Moseley

American Rescue Plan Spending Project List (as of 08/30/2024)

Project Description	Approved Allocations	Budget Amendments	ARPA Allocations	Committed - Commissioners' Approved	Encumbered Costs	Funds Expended	Balance of Allocated Funds	GL	Budget '24-25 = balance + encumbered	All transfers have been done between these ARPA projects
SCBA Air Packs	\$ 330,000	(\$2,061.40)	\$327,938.60			\$ 327,938.60	\$0.00	300-61-559-8-1500	\$ -	Transfer req. \$2,061.40 to Utility Assistance
800 Mhz Radios	\$ 580,000	\$110,737.83	\$690,737.83		\$ 7,729.25	\$ 648,980.77	\$34,027.81	300-66-559-8-6101	\$ 41,757.00	Transfer \$110,787.91 from GAC
GIS St. Johns Downtown Potable		\$39,353.00	\$39,353.00			\$ 39,353.00	\$0.00	300-65-559-8-5120	\$ -	Transfer \$39,353 from Palm to Moseley
GIS CDBG N32 Palatka Heights		\$35,973.00	\$35,973.00		\$ 3,597.30	\$ 32,375.70	\$0.00	300-65-559-8-5130	\$ 3,597.00	Transfer \$35,973 from Palm to Moseley
Youth Council	\$ 23,000	(\$7,000.00)	\$16,000.00			\$ 16,000.00	\$0.00	300-63-559-8-3300	\$ -	From Vocational Education \$16K for PAL donation
Broadband	\$ 250,000	(\$250,000.00)	\$0.00				\$0.00	300-65-559-8-1700	\$ -	Transfer Request -\$250K to Road Maintenance Infrastructure
	\$ 5,234,421	\$0.00	\$ 5,234,421	\$ 490,115.08	\$ 163,379.21	\$ 3,687,959.60	\$ 892,967.11		\$ 1,546,461.00	

Funding Amount	\$ 5,234,421
Suggested Projects	\$ (5,234,421)
Remaining Balance	\$ -
Unencumbered Funds	\$574,000.00
Deadline to file Funding Report	April 30, 2022
Deadline to contract funds	December 31, 2024
Deadline to expend funds	December 31, 2026

[egister.gov/documents/2021/05/17/2021-10283/coronavirus-state-and-local-fiscal-recovery-funds](https://register.gov/documents/2021/05/17/2021-10283/coronavirus-state-and-local-fiscal-recovery-funds)

Commission Report for September 12 meeting

City Manager:

Internal Discussions/Updates:

- **IT Status Update:**
An internal meeting to review the current state of the IT systems, pending upgrades, and any potential issues that may need addressing.
- **Employee Engagement (Survey):**
Discussion regarding the results of the recent employee engagement survey, with a focus on identifying key areas for improvement and employee feedback.
- **RFP Reviews:**
Reviewing current Requests for Proposals to evaluate bids, compare project goals, and ensure alignment with city objectives.
- **Mediation Team Building Plan:**
Planning for mediation and conflict resolution sessions to enhance team communication and collaboration among city departments.
- **Blue Crab Festival Contract Review:**
Reviewing contracts related to the Blue Crab Festival to ensure that all terms are agreed upon, and finalizing any details before the event.
- **Grants Review:**
Reviewing ongoing grant applications and opportunities for the city, focusing on funding for key projects and initiatives.

Project-Specific Meetings:

- **Madison Street Watermain Improvement:**
A project meeting to discuss the timeline, progress, and upcoming steps for improving the watermain on Madison Street.
- **SJA Project Planning Meeting:**
A planning meeting with stakeholders from SJA (St. Johns Associates) to outline next steps in current and future projects.

Citizen-Specific Meetings:

- **Askew Vickers:**
Meeting with Askew Vickers regarding any concerns or suggestions related to community development or city services.

- **Vito Russo (TIF):**
A meeting focused on Vito Russo's involvement with Tax Increment Financing (TIF) projects and potential economic development.
- **Ms. Mari Reese:**
A follow-up meeting with Mari Reese regarding citizen concerns or city development projects.

Regular Interval Meetings:

- **Pre-Agenda Meeting:**
Regular meeting held before the main agenda is finalized for commission or other high-level city meetings.
- **Planning Board Meeting:**
A regularly scheduled meeting to discuss upcoming developments, zoning, land use, and other city planning matters.
- **Department Head Staff Meeting:**
Regular internal meeting with department heads to coordinate across Public Works, Finance, Reclamation, and other city departments.
- **Historic Preservation Board (HPB) Meeting:**
A meeting of the HPB to review preservation-related projects and ensure historical sites in Palatka are maintained properly.

Other Important Meetings/Deadlines:

- **Riverfront Property Surplus Bids Opening:**
The public opening of bids for the riverfront property to determine potential buyers.
- **Local Mitigation Strategy (Putnam County):**
A strategy meeting with Putnam County to discuss local mitigation efforts, focused on reducing the impact of natural disasters or other hazards.
- **Palatka Gas Authority Board Meeting:**
Regular board meeting to discuss issues related to the Palatka Gas Authority, including operational updates and policy decisions.

Additional General - Past Details:

Complaints/Compliments:

- **Boat adrift (FWC Officer Gavin/Lt. Jones Handling):**
A complaint regarding a boat adrift was forwarded to the Florida Fish and Wildlife Conservation Commission, with Officer Gavin and Lt. Jones managing the situation.
- **Shrimpers on the Docks:**
Concerns raised about shrimpers illegally occupying the city docks were addressed by city officials or law enforcement.
- **Demolition Properties – Appearance Issues:**
Citizen complaints regarding the unsightly appearance of demolition properties were brought to the attention of Public Works for action.
- **Overgrowth Lot on 16th St. at 607 Block:**
A lot on 16th Street was reported for overgrowth, and action was initiated to address the appearance and safety issues.
- **Taveres Clark:**
Issues related to Taveres Clark's property or operations were reported and handled by relevant city staff.

Calls:

- **Vito Russo:**
A call to or from Vito Russo regarding city matters, possibly related to development or economic incentives (TIF).
- **Andrew Holesko (Message re: Airport SWAP):**
A message received from Andrew Holesko regarding the ongoing SWAP program at the airport, likely related to facility improvements or operations.

Compliments:

- **612, 616, 620 16th Street:**
Positive feedback on these addresses, likely related to recent improvements or actions by the city's Public Works department.
- **Palatka Coffee Resident:**
A resident associated with Palatka Coffee expressed appreciation for city services or improvements.
- **Citizen – Public Works Responsiveness:**
A citizen complimented the responsiveness and effectiveness of the Public Works Department in addressing local issues.

Meetings:

- **Vito Russo:**
Meeting involving Vito Russo, potentially focused on economic development or ongoing projects within the city.
- **Ms. Mari Reese:**
A follow-up meeting with Ms. Reese to address any ongoing concerns or development matters.
- **Utility Billings Meeting:**
A meeting to discuss utility billing issues, updates, and citizen concerns regarding water, sewer, or other city-provided utilities.
- **Pop – Utility Billings Deposit:**
Meeting with local restaurant owner regarding a specific utility billing deposit, likely to resolve a payment or account issue.
- **Youth Ambassador Kickoff:**
The kickoff meeting for the Youth Ambassador program, which may focus on civic engagement, leadership, and community projects.
- **Rehab List Meeting:**
A meeting focused on reviewing properties or projects related to the city's rehabilitation programs.
- **Thomas Hiley – Business Review:**
A meeting with Thomas Hiley to review his business operations and any involvement with city initiatives or permits.
- **Police PBA:**
Meeting with the Police Benevolent Association (PBA), likely discussing labor relations or community policing efforts.
- **Lolita/Pool:**
Discussion regarding Lolita and matters concerning the pool, possibly related to community activities or repairs.
- **Budget Workshop:**
A workshop focused on discussing the city's budget, planning expenditures, and financial allocations for the upcoming fiscal year.

Police Department

Patrols and Community Engagement:

- Throughout the week, the Patrol Division conducted multiple patrols at the riverfront to engage with citizens shrimping from the docks. Officers provided information on the designated areas for shrimping and educated citizens on prohibited zones. This effort aims to ensure compliance with city regulations while maintaining the safety and cleanliness of the riverfront.

Key Events:

- **August 29:** Chief Shaw and Assistant Chief Newcomb attended the Budget Workshop, focusing on reviewing and planning the upcoming fiscal year budget, which impacts departmental operations and staffing.
- **August 29:** The Police Department hosted the AFLAC Insurance Company during the late afternoon and evening to provide city employees with information on supplemental insurance options, addressing employee concerns about AFLAC benefits.
- **August 30:** Chief Shaw and Assistant Chief Newcomb participated in the PBA Union Agreement discussions with the City Commission, City Manager, and City Attorney, finalizing labor agreements for police personnel.
- **September 4:** The Police Department hosted AFLAC again to address additional questions and concerns regarding supplemental insurance options for city employees.

Case Reviews:

- **Stolen and Recovered Vehicle (2001 Reid Street):**
 - On August 30, 2024, Elijah Session left his 2013 GMC Sierra running with the keys inside while entering a Chevron store. Three individuals—Jaquan Jackson, Xy'Laijhun Melson, and Kevin Wilford—stole the vehicle. Officers used the FLOCK System to locate the vehicle in the Sugar Hill area. The vehicle was recovered, and Jackson and Melson were apprehended after fleeing on foot. A warrant is being issued for Wilford. Jackson and Melson were placed under home detention by the Department of Juvenile Justice (DJJ).
- **Vehicle Pursuit from Clay County:**
 - On August 31, 2024, a vehicle pursuit originating from Clay County entered Putnam County. Following a shooting incident, the suspects fled toward Palatka. Officers deployed stop sticks along the route, deflating the vehicle's front tires, which ended the chase near the Rice Creek Bridge.

The suspects were apprehended with assistance from the Putnam County Sheriff's Office.

- **Shooting Incident (September 1, 2024):**
 - Officers responded to gunfire at a residence on North 16th Street. Jha'Lon Gale, 22, was found with gunshot wounds. Although initially reported as a random shooting while walking along a bike path, the investigation revealed that Gale's mother, Lawanda Lowery-Gale, shot him during a domestic argument. Lowery-Gale was arrested for aggravated battery with a firearm and possession of a firearm by a convicted felon. Gale is expected to recover.
- **August 23:** Six officers provided security at the Palatka High School football game.
- Assisted with the viewing and homegoing celebration for Robert Gillon III, managing traffic control and escort duties.

Training:

- Officers completed training in First Aid, AED, CPR, Felony Stops, Building Clearing, Active Shooter Response, and Mental Health. Special thanks to the Palatka Fire Department for assisting with First Aid, CPR, and AED training.
- Officers also received training for the new 800 MHz radios.

Community Engagement:

- Officers participated in the Fitness Family Fun Day organized by the Recreation Department, sharing information about the Police Athletic League and distributing refreshments.

Here's the combined and formatted version of the Finance Department updates, with sections merged for a more cohesive flow:

Finance Department

Finance Directorship:

- Continued working on the **2024-2025 budget**, ensuring the completion of a balanced budget in collaboration with the City Manager.
- Reviewed and approved **journal entries, requisitions, purchase orders, and change orders**, ensuring smooth financial transactions across all departments.

- Updated the **CRA budget** for 2024-2025 and finalized the review of **Appendix A** in collaboration with the City Clerk.
- Engaged in discussions with the City Manager and Financial Services Supervisor concerning **bank signatories** and coordinated updates where necessary.
- Prepared **State Annual Reports** and **FDEP (Florida Department of Environmental Protection) Annual Reports** related to land leases, while also reviewing loan statuses for **Airport and Golf operations**.
- Worked on amendments to the **Fire Assessment** in collaboration with attorney Mark Lawson, and analyzed budget variances for the **USDA Grant** for fiscal years 2022 and 2023.
- Held meetings with **HR**, approved **status change forms**, provided **grant accounting** and reporting guidance, and participated in **staff training** on policies and procedures.
- Attended **PBA meetings**, **Commission hearings**, and **Charter Review** and **Utility Billing interdepartmental meetings** to provide financial guidance and support.
- Participated in the **Blue Crab Festival agreement** discussions, meetings related to **Affordable Housing**, and reviewed the **Resilient Florida Grant Program**.

Financial Services Supervisor & Pension Administrator:

- Completed **month-end process training** with Jennifer, including **bank reconciliations**, **requisitions**, and **requisition ladder maintenance**.
- Managed **pension matters**, including sending letters to the State for **175** and **185 monies**, emailing **TRC** about employee retirement plan changes, and sending documents to **TRC** for two new employees.
- Coordinated with **TRC** for pension meetings on August 27th and worked with **Capital City**, **BCA**, and **ARA** to send documents for the meeting.
- Conducted **Supervisor duties training** during payroll, reviewed **AP batches**, and trained staff on handling **Supervisor responsibilities**.

Accounts Receivable, Payroll, and Accounts Payable:

- **Accounts Receivable and Payroll:** Processed **16 liquidations**, handled deposits from the **airport**, managed **budget transfers**, coordinated **vendor packets**, processed **requisitions**, and provided **cash drawer training** for the recreation department. Additionally, handled checks for planning, managed **cash drawers** for 4 locations, and conducted **bank runs**.

- **Accounts Payable:** Processed **187 invoices** and made **94 payments**. Managed additional check runs for department emergencies and payroll issues, set up new vendors online for invoice and statement access, worked on the **FPL bill** for 4 hours, and coordinated requisitions, purchase orders, and vendor setups across departments.
- Reviewed **137 invoices** and processed **70 payments**. Completed **five-year credit card points accrual and redemption tables** and coordinated with **ADG** on signature processes and updates for checks and POs.
- Finalized the **August bank reconciliation**, reviewed **carryover budget items**, open POs, and handled **pension contributions** for payment to **Cap City**.

Grants:

- Held **Teams meetings** with **FDOT** on the **Memorial Bridge project** and with **Fred Fox** to review required documents for **MT013**.
- Processed **monthly reports** for **CDBG projects**, met with **Hanson Professional Services** to review grant projects, and collaborated with **Carty** on various project reviews.
- Reviewed **contractor pay applications**, processed invoices, generated requisitions, and coordinated with the **Grantor** on procurement documents for grant compliance.

Training and Development:

- Conducted training on payroll processes and reviewed **ADG manuals** and **training materials**. Trained new hires, including the **Financial Services Supervisor**, and provided guidance on requisitions, AP processing, and signature updates for **Amaris Bank**.
- Assisted in resolving **IT issues** related to **scanning and ADG system problems**, including those affecting POs.

Fire Department Updates – August Activity Report

Incidents and Operations:

- **August 16:** The Fire Department responded to two significant incidents: a structure fire at 222 N. 16th Street and a garage fire on N. 4th Street. Both events were handled efficiently by the department, and investigations are ongoing to determine the causes.
- **August 19:**

- The Tower Truck and Engine 2 (E2) were scheduled for repairs. Engine 2's repairs were completed on August 22. The Tower Truck, however, requires a \$25,000 repair to the ladder swivel. A quote has been obtained, and arrangements for the repair are in progress.
- New hires underwent an Emergency Vehicle Operations Course led by Captain Reed. This training is essential to ensure all firefighters are proficient in handling emergency vehicles, maintaining safety during operations.
- **August 19:** Chief Taylor attended Incident Command System (ICS) training, a crucial course that enhances the department's ability to manage large-scale emergencies efficiently.
- **August 20:** Deputy Chief Branford and Captain Reed participated in a Leadership Class conducted by Chief Dave Downey. This course is designed to strengthen leadership skills, ensuring the department's command staff remains well-prepared for strategic decision-making.
- **August 21:** Chief Taylor served as an instructor for a HazMat 160 course in Jacksonville, hosted by the Local Emergency Planning Committee (LEPC). This course was attended by firefighter Williams, furthering his training in hazardous materials management.
- **August 23:** The Standard Operating Guidelines (SOG) Committee met to continue work on improving and updating operational procedures. This committee is specifically focused on residential structure fire guidelines to enhance response efficiency and safety.

Ongoing Department Activities:

- The Fire Department is continuing its **annual inspections, training, and pre-fire planning**. These activities are critical to maintaining operational readiness and ensuring that both personnel and equipment are up to code.
- **Deputy Chief/Fire Marshal Branford** is actively involved in reviewing plans for new developments in the city, including the **Palatka Townhomes and upcoming student dormitories**. His role ensures that these developments meet all fire safety standards before construction begins.

August 9-16 Highlights:

- **August 9:** Chief Taylor was a key participant in the city's **Budget Workshop**, where important discussions were held regarding department funding and upcoming financial needs.

- **August 11:** Fire Department crews responded to a **CPR call** where they successfully revived a patient, achieving a **Return of Spontaneous Circulation (ROSC)**. This outcome highlights the department's strong lifesaving capabilities.
- **August 12:** Chief Taylor attended a meeting with **Florida Gas Transmission** to discuss easement work on **Moody Road**. Additionally, Chief Taylor was appointed to the RFP committee responsible for evaluating proposals for the **Land Swap project**.
- **August 14:** The department was active on multiple fronts:
 - Chief Taylor attended the **Local Emergency Planning Committee (LEPC)** meeting, staying informed on regional emergency preparedness.
 - The department conducted **fire extinguisher training at Seminole**, where 25 individuals were trained on proper extinguisher use.
- **August 15:**
 - A **staff meeting** was held at the City Hall Annex to discuss operational updates and future planning.
 - The department welcomed new firefighter **Kyle Bondra**, who joined **C Shift**.
- **August 16:** Chief Taylor attended a **Take Stock in Children** meeting, during which a new mentee from Palatka High School was introduced. The Fire Department's involvement in this program helps support and mentor local youth.

Additional Notes and Progress:

- **Annual training and inspections** continue as part of the department's routine efforts to maintain high safety standards.
- Employees are currently being **fitted for suits** in preparation for the upcoming **9/11 ceremony**, an important event for the department.
- The department is also in the process of **fitting new hires for bunker gear**, ensuring that all personnel have the appropriate protective equipment for their duties.
- **Portable radios** are being programmed to improve communication capabilities during emergency operations.
- The **Fire Marshal** continues to review new development plans, ensuring fire safety standards are upheld in all city projects.

- The **SOG Committee** is making significant progress in updating the **Standard Operating Guidelines for residential structure fires**. These guidelines are critical to ensuring the safety of both firefighters and the public during emergency responses.

Community Engagement and Achievements:

- Deputy Chief Branford conducted **CPR/AED training** for officers in the **Palatka Police Department**. The department is dedicated to fostering collaboration with other local agencies and ensuring that public safety personnel are equipped with lifesaving skills. Another training session is scheduled for the near future.
- The Fire Department celebrated a significant milestone with **20 years of service** for both **Chief Branford and Captain Smith**. Their dedication and leadership have been invaluable to the department.

Equipment and Fleet Updates:

- The **Tower Truck** returned from repairs, but unfortunately, it is now experiencing **new electrical issues**. The department is awaiting a technician's diagnosis to determine the next steps for repairs.
- **Engine 2** has had its **third DEF header replaced**, and several other fire trucks are currently experiencing mechanical issues. The department is working closely with technicians to address these challenges and ensure the fleet remains operational.

Training and Personnel Development:

- **Daily training and inspections** continue, with a focus on maintaining readiness and improving skills across all ranks.
- **Rookie school for new hires** is scheduled for **August 26-30**, which will provide the new firefighters with essential skills and knowledge to succeed in their roles.
- **Lt. Denmark** was honored with the **Employee of the Month award** at City Hall, recognizing his dedication and contributions to the department.

Looking Ahead:

- Chief Taylor is scheduled to teach **HazMat classes** for the **Local Emergency Planning Committee (LEPC)**, furthering the department's expertise in handling hazardous materials incidents.
- Chief Branford recently attended a **Fire Marshal class on sprinkler density and design**, enhancing his knowledge of fire protection systems, which will be applied to upcoming city developments.

- The department's roster is currently full, with one firefighter still in the academy. However, the department anticipates the loss of one firefighter to Jacksonville in January, which will require future recruitment efforts.

Community Affairs

Code Enforcement

1. The department is actively working on **17 follow-up cases**, ensuring that prior violations are addressed and corrected by property owners.
 2. There are currently **9 active code enforcement cases** being processed. These involve properties with ongoing violations that require further attention and legal compliance.
 3. **David Green**, one of the lead officers, is on vacation this week. His duties are being distributed among the remaining team members.
 4. Property at **410 N. 3rd Street** has come into compliance with city codes. Attached photos provide visual confirmation of the rectified issues.
-

Cultural Arts

1. The department is **collecting door prizes** for the **Northeast Florida League of Cities (NEFLC) Dinner** to be held on **09/19/2024**. These contributions will support the event and enhance attendee engagement.
 2. Planning is underway for a **Fall Event** to be hosted at **Jenkins**. While specifics are still being finalized, the event will be aimed at bringing together the community in celebration of the season.
-

Recreational

1. The department has **opened registration** for the upcoming **Youth Flag Football** season. This program is a popular fall sport, offering young athletes the chance to develop skills, teamwork, and sportsmanship.
2. The **Chess Club** met on **08/28** and continues to foster a love for strategy and competition among its participants.
3. On **08/21/2024**, the department hosted the **African American Advisory Meeting** at Jenkins.

4. The department held a **Family Fun Day** and a **backpack giveaway** at Jenkins on **Saturday, August 10th**, from **1 PM to 6 PM**.
-

Special Events

1. **Trivia Night** was held on **09/05/2024** with extended hours, running from **6:00 PM to 9:00 PM**.
-

Code Enforcement - Special Magistrate Meeting

1. A **Special Magistrate Meeting** was held on **08/20/2023**, during which **six cases** were presented. These cases involve properties that have not complied with city regulations and may face fines or other enforcement actions. The magistrate's rulings will guide the next steps in these cases.
-

Airport

OPERATIONS ACTIVITY

During the week of **August 14 - August 21**, the **Palatka Municipal Airport** saw significant operational activity with a total of **2,500 take-offs and landings**. This volume highlights the busy nature of the airport, which continues to facilitate a variety of general aviation, private, and educational flights. Daily air traffic remains steady, with operations continuing to support local aviation needs and training programs.

OPERATIONAL ISSUES/CHALLENGES

A **lightning strike** has been confirmed by the airfield electricians from **Trinity Electrical** (Trinity), affecting critical infrastructure at the Palatka Municipal Airport. The strike rendered **Taxiways A and B inoperable**, impacting flight and ground operations. To ensure safety, a **Notice to Air Missions (NOTAM)** has been issued, notifying pilots and ground staff of the taxiways' temporary closure.

In response to the incident, Trinity has provided a signed **FMIT Lightning Affidavit Form**, verifying the damage. They will also provide a detailed **list of parts and costs** necessary for repairs, which will be submitted to the **Florida Municipal Insurance Trust (FMIT)** for insurance processing. Airport management is actively working to expedite the repairs, minimizing disruption to flight operations.

Additionally, during the week of **July 22nd**, the **Embry Riddle Aeronautical University Summer Campers** visited the Palatka Municipal Airport for aviation training and flight operations. This annual event significantly increased the airport's daily activity, with operations rising to approximately **400 per day** compared to the usual **260-300 operations per day**. The influx of campers and training flights underscores the airport's role as an educational and aviation hub in the region.

Public Works

Fleet Maintenance

- **Replaced both front drums and brake shoes on Rear Loader #84:** This involved the full replacement of critical braking components on the rear loader. These parts are crucial for ensuring the safety and functionality of the vehicle, as worn-out drums and brake shoes can lead to reduced stopping power and increased risk of accidents. Regular maintenance and timely replacement are essential for the fleet's operational safety.
- **Repaired two hydraulic hoses on the boom of Clamshell #34:** Hydraulic hoses play a vital role in controlling the hydraulic functions of the clamshell boom, which is used for picking up heavy debris. The repair of these hoses restored full operational capabilities to the boom, ensuring that it can handle large loads without risk of leakage or failure, critical for waste management operations.
- **Replaced engine cooling system and performed oil change on the Building & Zoning PAL Durango:** The engine cooling system was replaced to prevent overheating and potential engine damage. The oil change was part of regular preventive maintenance to ensure the vehicle runs efficiently. These tasks help prolong the vehicle's life and reduce the risk of costly repairs or breakdowns.
- **Repaired multiple mowers used by Inmate Crews:** The mowers used by the inmate crews required multiple repairs, ensuring that they are fully operational for maintaining public spaces. Properly functioning mowers are critical for keeping parks, roadways, and other green spaces within the city neat and well-maintained. Equipment maintenance ensures that mowing operations can proceed without delays.
- **Rotated and swapped multiple dumpsters around businesses:** This task involves the strategic placement and rotation of dumpsters to meet the needs of various businesses. Regular rotation ensures that waste is managed efficiently

and that businesses have access to empty dumpsters when needed, preventing overflow and maintaining cleanliness in commercial areas.

Sanitation

- **Completed 59 work orders from 8/28 to 9/3:** These work orders included various tasks such as yard debris removal, bulk item pickups, residential waste collection, and servicing commercial dumpsters. Completing this volume of work in a week ensures that sanitation services are delivered promptly, maintaining cleanliness in residential and commercial areas and reducing the risk of pest infestations or health hazards.
- **Collected 43 tons of yard debris and bulk pickup from 8/28 to 9/3:** The debris and bulk items were taken to the County Landfill. This high volume of debris removal reflects the effectiveness of the sanitation team in keeping the city clean and free of large waste piles. Regular collection helps maintain the appearance of the community and prevents environmental hazards caused by waste accumulation.
- **Maintaining 6-day pickup for commercial routes:** The sanitation department continues to provide consistent waste pickup services for commercial properties six days a week. This frequent service is necessary for high-traffic areas where large amounts of waste are generated, helping to prevent unsightly overflows and ensuring businesses can operate in clean environments.
- **Maintaining 5-day pickup for residential waste and yard debris:** Residential areas receive regular waste collection services five days a week, including yard debris. This ensures that residents have timely waste removal services, reducing the likelihood of unsightly or hazardous waste buildup in neighborhoods.

Facilities

- **Adjusted and sealed a gutter at Price Martin:** This maintenance task addressed a moisture issue where water was pooling on the building's wall. By sealing the gutter, the facilities team prevented potential structural damage caused by prolonged exposure to moisture, helping to protect the integrity of the building and avoid future repairs.
- **Installed a light pole at 3rd Street and trashcan frame:** The installation of the light pole enhances public safety by improving nighttime visibility in the area. The addition of a trashcan frame encourages proper waste disposal, contributing to the cleanliness and safety of the surrounding environment.
- **Assisted with Wi-Fi installation at the River Center:** The facilities team worked with Comcast to install Wi-Fi wiring at the River Center. This project

ensures that the River Center is equipped with modern technology, improving connectivity for both staff and visitors and supporting a wider range of activities and events at the center.

- **Inspected and listed air filter sizes at the police station:** Routine inspection of air filter sizes is a proactive measure in maintaining the police station's HVAC system. Proper air filtration is essential for indoor air quality, helping to create a comfortable and healthy working environment for police officers and staff.
- **Started Genie lift training for safe operation:** Staff began training on the Genie lift, which is used for elevated maintenance tasks, such as light pole repairs or accessing hard-to-reach areas of city facilities. Safe operation of this equipment is essential to prevent accidents and ensure that staff can perform their duties effectively.

Streets

- **Trimmed trees on Crill Avenue:** This routine tree trimming improves sightlines for drivers and pedestrians, reducing the risk of accidents. Additionally, it helps prevent limbs from interfering with power lines, traffic signs, or roadways, ensuring that the city's infrastructure remains functional and safe.
- **Mowed, edged, weed-eaten, and sprayed chemicals on various right-of-ways:** The streets team maintained public spaces by mowing and applying herbicide to control weeds along right-of-ways. This helps prevent overgrowth that can obstruct walkways or roads, ensuring that public spaces remain accessible and aesthetically pleasing.
- **Fixed stop signs:** Maintenance of stop signs is critical for traffic control and public safety. Ensuring that these signs are visible and functional helps prevent traffic accidents and ensures that drivers adhere to proper road etiquette.
- **Repaired several potholes:** Pothole repair is a key element of road maintenance. Fixing potholes not only improves the driving experience but also prevents further damage to vehicles and the road itself. Prompt repairs help extend the life of the city's streets and reduce long-term maintenance costs.
- **Completed multiple work orders:** The streets department completed a variety of tasks through assigned work orders, contributing to the overall upkeep of the city's infrastructure, including road maintenance, public space management, and other essential functions.

Water/Sewer

- **Repaired a 10-inch water main break at Reid and 1st:** This repair restored water service to the affected area, preventing further disruption and loss of water. Water main breaks can cause significant damage if not addressed promptly, so timely repairs are essential for minimizing the impact on the community and preserving infrastructure.
- **Repaired tap on water main at Husson and Gillis:** Fixing the water main tap ensures proper water flow and pressure in the system. A malfunctioning tap can lead to leaks or inconsistent water supply, so this repair was necessary for the efficient operation of the water system.
- **Restrained 12-inch valve at Moseley and the Armory:** This valve was secured to ensure it functions correctly, providing improved water control for the surrounding area. Valves play a key role in managing water flow during maintenance or emergency situations, and restraining them ensures they remain in place under pressure.
- **Excavated sewer line on Putter Lane to explore potential problems:** This exploration was part of proactive maintenance efforts to identify and address issues within the sewer system. By investigating potential problems early, the water and sewer department can prevent blockages or other issues that could lead to sewer backups.
- **Completed multiple work orders:** The water and sewer department completed several tasks through work orders, ranging from routine maintenance to emergency repairs. This ensures the continuous operation of the city's water and sewer infrastructure, which is essential for public health and safety.

Reclamation and Water Treatment Reports

Week of 09/03/2024

- **Water Treatment:** We treated **14.57 million gallons of reclaimed water** this past week. The increase is due to the heavy rains in the area. On Tuesday, September 3, 2024, we received approximately **5 inches of rain**, resulting in numerous pump stations issuing high-flow alerts during the evening and overnight. Staff responded promptly, managing the high influx by jogging stations on and off to control the heavy flow.
- **Blower Start-Up:** Last week, we initiated the start-up of the new blowers for the digesters. Although there were some initial issues, such as:
 - Misaligned belts
 - Incorrect motor direction

- Communication issues with SCADA
- Areas where coating didn't adhere properly to the wall

These issues have mostly been resolved, except for the communication and coating repairs, which will take more time. The blowers are now operating well, and the controls are functioning correctly.

- **Pump Stations & Maintenance:** As usual, we encountered minor issues at several pump stations, including clogs and faulty parts. In between addressing these, we also completed landscaping work at the plant and several pump stations.

Week of 08/21/2024

- **Water Treatment:** This week, the Water Treatment Plant pumped and treated **10,438,901 gallons** of water.
- **Finished Water Flush Box:** The new finished water flush box schedule was implemented this week and has been a success so far.
- **Water Treatment Plant (WTP) Repainting:** Prep work for repainting the WTP has been completed, with painting to begin in the coming weeks.
- **Staff Celebrations:**
 - Mr. **David Wyatt** is celebrating over **20 years** of service with the City of Palatka.
 - Superintendent **Shawn Bruneau** and his wife Stephanie celebrated **20 years of marriage** on August 20th.

Week of 08/14/2024

- **Water Treatment:** The plant pumped and treated **10,269,814 gallons** of water for Palatka's citizens. We are pleased to introduce our two newest water plant operator trainees, **Mr. Ogg** and **Mr. Eli Tincher**.
- **Facility Improvements:** We have begun repainting all buildings at the facility and are removing old tanks and structures to maximize space. We look forward to sharing before-and-after photos of these improvements.

- **Digester Project Setback:** There has been another setback on the digester project concerning the decanter start-up, due to electrical issues. This delay is not expected to be long-term.
- **Concrete Pouring & Water Lines:** We are preparing to pour concrete next week for the new apron at the belt press and are working on installing and connecting new water lines.
- **Wastewater Reclamation:** We reclaimed **13.69 million gallons** of wastewater this week.
- **Staff Achievement:** Congratulations to **Mike Hesson** for passing his test to become our latest “**C**” **licensed operator!**

Planning

Public Hearings and Agendas

- **Planning Board:**
 - A meeting was conducted on **September 3rd**, where three Conditional Use cases for properties at **801, 211, and 229 St. Johns Ave.** were presented and **approved**. These approvals enable the designated properties to advance with their proposed projects, which may include commercial expansions or other conditional land uses.
 - Renee’ and Sunni worked together to prepare **meeting minutes** and ensure proper **meeting procedures** were followed.
- **Historic Preservation Board (HPB):**
 - The **demolition of 426 Kirby St.** was a central topic at the **September 5th meeting**. The HPB is responsible for reviewing any project that impacts historically significant structures, and demolition projects, in particular, receive close scrutiny to ensure compliance with preservation laws.
 - As with the Planning Board, **Renee’ and Sunni** collaborated on **minutes** and **meeting procedures** for this event.
- **City Commission:**
 - **Kelly Smith School Rd.:** A project involving a **future land use amendment and rezoning** of three newly platted lots to develop **three single-family homes** is set to be heard at the **September 12th meeting**. An advertisement regarding this project was sent to *Palatka Daily News*.

Meetings Held

- **City Commission Budget Workshop:**
 - The Planning Department participated in the **City Commission's Budget Workshop**, contributing insights into how ongoing and upcoming projects might affect the city's budget and future development plans.
- **Employment Engagement:**
 - The department participated in an **Employment Engagement** initiative, focusing on fostering a positive workplace environment and improving collaboration across teams.
- **Historic Preservation Board (HPB):**
 - Additional follow-up meetings were held after the September 5th HPB meeting to finalize actions and review upcoming historical preservation projects.

Approved Applications

Several key applications were approved during this reporting period, signaling ongoing development across the city:

- **Taqueria la Rancherita:** Approval for a **food truck**, contributing to the growing food scene.
- **Stop N&C:** Issued a **Business Tax Receipt (BTR)** to operate legally within city limits.
- **ABC Communication Services:** Issued a **BTR** to provide communication services in the city.
- **146 Comfort Rd.:** Approval for a **small structure**, likely a storage facility or similar addition.
- **425 N SR 19:** Approval to construct a **fence** at Sonny's, potentially improving property security and aesthetics.

Business Tax Receipts (BTRs)

- The department processed **renewals and new applications** for **Business Tax Receipts**, resulting in the collection of **\$8,135.00**. This revenue reflects the continuing growth of local businesses and startups in Palatka.

Applications Under Review

Several significant applications are currently under review, highlighting ongoing development and business growth:

- **913 Reid Street:** This project involves a **church building renovation** for a new commercial use, including **partial demolition** to accommodate the new design.
- **St. Johns & Zeagler:** A **rezoning** application, potentially for land use changes to support future commercial or residential projects.
- **1601 Madison St.: Capital Waste Services** is reviewing plans for a **temporary office**, which may support their operations in the city.
- **211 St. Johns Ave.:** A **hotel site plan** is under review, which could contribute to local tourism and hospitality services.
- **Palatka Burger Co.:** Review of a **site plan** for this restaurant, indicating possible expansion or new construction.
- **1409 High St.:** A **single-family residence construction** project is being reviewed, reflecting growth in residential development.

Permits Under Review

The following permits are under review, ensuring compliance with city regulations:

- **316 S SR 19: Advance America sign** – ensuring the proposed signage meets city codes.
- **Datil Pepper Festival:** An event permit is under review, supporting this popular local festival, which draws both residents and tourists.
- **Dollar General: DBPR compliance** – ensuring the store complies with regulations set by the Department of Business and Professional Regulation.

Other Activities

- **Annexation Research:** The department is conducting **annexation research** on behalf of the State, which could involve expanding the city's boundaries to include neighboring areas.
- **Fire Safety Inspection Fees:** The department collected **\$300.00** in **Fire Safety Inspection fees**, ensuring that local businesses comply with safety regulations.

Weekly Update 08/30/24 - Planning

Public Hearings and Agendas

- **Planning Board:** Reviewed projects at **211 and 229 St. Johns Ave.** (second-floor hotel rooms) and **801 St. Johns Ave.** (Palatka Burger Co.). Staff reports were completed, and agendas were sent out.
- **Historic Preservation Board (HPB):** Preparing staff reports and an agenda for the **426 Kirby St. Demolition** project.
- **City Commission:** Preparing for the **September 12th meeting** to discuss the **Kelly Smith School Rd.** project (future land use amendment and rezoning).

Approved Applications

- **Washington St.:** Lot split
- **146 Comfort Rd.:** Generator installation

Business Tax Receipts

- Six renewals were processed, collecting **\$692.00**.

Applications Under Review

- **Bill Ding Ave.:** A **metal building project** failed due to a missing landscape site plan.
- **913 Reid Street:** Church renovation project.
- **St. Johns & Zeagler:** Rezoning.
- **1601 Madison St.:** Temporary office for Capital Waste Services.

Permits Under Review

- **425 N SR 19:** Sonny's sign and fence.
- **316 S SR 19:** Advance America sign.
- **Datil Pepper Festival:** Event permit.

Other Activities

- Collected **\$268.00** in **new case fees** and **\$400.00** in **Fire Safety Inspection fees**.

Weekly Update 08/23/24 - Planning

Public Hearings and Agendas

- **Planning Board:** Reviewed second-floor additions to **Hotel James** at **211 and 229 St. Johns Ave.**, as well as a project for **801 St. Johns Ave.** (Palatka Burger Co.).
- **Historic Preservation Board:** Prepared for **426 Kirby St. Demolition.**
- **City Commission:** Preparing for **Mc Laury Dr.** annexation and **Kelly Smith School Rd.** rezoning projects.

Approved Applications

- **HPB 310 N 2nd St.:** Partial demolition

Business Tax Receipts

- Six renewals processed, collecting **\$692.00.**

Applications Under Review

- **3019 Bill Ding Ave.:** Metal building site plan.
- **913 Reid Street:** Church building renovation.
- **St. Johns & Zeagler:** Rezoning.
- **Washington St.:** Lot split.
- **1601 Madison St.:** Temporary office for Capital Waste Services.

Permits Under Review

- **425 N SR 19:** Sonny's sign and fence.
- **316 S SR 19:** Advance America sign.
- **Datil Pepper Festival:** Event permit.

Other Activities

- Collected **\$268.00** in new case fees and **\$400.00** in Fire Safety Inspection fees.

Planning Weekly Report Ending on 08/14/24

Public Hearings

- **Palatka Mall Final Plat:** Creation of three out-parcels; approved.
- **Mc Laury Dr.:** Annexation and rezoning; approved.
- **Moseley-Edgemoor Plat:** Subdivision of 6+ acres; approved.

- **Kelly Smith School Rd.:** Continued discussion on rezoning.

Approved Applications

- **2416 Crill Ave.:** Small structure (14 x 15 shed)
- **209 Reid St.:** Zoning Verification (Angels Diner)
- **510 S SR 19:** Vystar Illuminated sign

Business Tax Receipts

- 11 renewals processed, collecting **\$1,619.50**.

Applications Under Review

- **3019 Bill Ding Ave.:** Metal building site plan.
- **913 Reid Street:** Church building renovation.
- **St. Johns & Zeagler:** Rezoning.
- **Washington St.:** Lot split.
- **1601 Madison St.:** Temporary office.

Permits Under Review

- **425 N SR 19:** Sonny's sign and fence.

Other Activities

- Collected **\$1,262.00** in **new case fees** and **\$400.00** in **Fire Safety Inspection fees**.
- Completed maps for the September 3rd Planning Board meeting.

Legal Department Report:

Advisory Roles:

- Provided comprehensive legal counsel during the Planning Board and City Commission meetings on August 6, 2024. This included advising on compliance with municipal codes, land use regulations, and zoning laws, ensuring that all legal procedures were adhered to and that decisions were made in alignment with the City's legal obligations.

CRA Funds Review:

- Conducted a thorough review of Florida Attorney General Opinion (AGO) 2010-40, which provides guidelines on the allowable uses of Community Redevelopment Agency (CRA) funds, particularly for special events. Collaborated closely with the City Manager and Finance Director, offering legal insights and ensuring that any proposed uses of CRA funds were in compliance with state laws. This review was conducted prior to the CRA meeting to prevent any legal issues or challenges regarding fund allocation.

Charter Review Committee:

- Played a key role in preparing the agenda for the Charter Review Committee meeting in collaboration with Chair Terrell Hill, the City Manager, and the City Clerk. This preparation involved ensuring that all proposed changes or discussions about the City's charter were legally sound, following proper procedures, and in accordance with state laws governing municipal charters.

Easement Discussions:

- Met with representatives from Florida Gas Transmission to discuss legal requirements for easements related to the gas pipeline project on Moody Road. The discussions centered on securing the necessary legal agreements to allow the pipeline to proceed while safeguarding the City's rights and ensuring compliance with local and state regulations.

Compliance Consultation:

- Worked with legal experts to review the Palatka Mall Plat to ensure compliance with Florida Statutes Section 177, which governs the legal requirements for land platting and subdivision. This consultation was essential to ensure that the plat met all legal criteria, helping to avoid future legal challenges related to property boundaries and land use.

Legal Mediation:

- Actively participated in mediation talks with Kendall Manini, Esq., concerning the case of *Brandon Wilkerson v. City of Palatka*. The mediation aimed to find a resolution to the ongoing litigation. Additionally, collaborated with the Public Works department to gather necessary information and strategize the City's position in the case.

Rezoning Agenda:

- Provided legal advice to attorney Patrick Krechowski on a rezoning agenda item. This consultation ensured that the rezoning process adhered to local zoning ordinances and broader state regulations. Legal implications of rezoning

decisions were evaluated to ensure that the City's long-term development plans remained legally compliant and aligned with the City's objectives.

River Center RFP:

- Revised and posted an addendum to the River Center Request for Proposals (RFP) after discussions with the City Manager and Ms. Pappas. This revision was critical to ensure that the RFP complied with procurement regulations, met the City's goals, and included legally binding language to protect the City's interests in the bidding process.

Tax Sale Surplus:

- Processed 187 warnings and notices to property owners regarding excess tax sale surplus proceeds. This involved a detailed examination of property records and cross-referencing owner information with the City's iWorqs software to determine any outstanding liens. Successfully recovered \$3,126.08 from the Clerk of Court for claims, bolstering the City's financial position by reclaiming surplus funds.

Ongoing Litigation:

- Drafted a responsive pleading for the case of *Scaggs v. Verona V, LLC and the City of Palatka*. This involved conducting legal research, drafting responses, and preparing for court proceedings to protect the City's legal standing in the lawsuit.

Public Records Requests:

- Managed public records requests, including coordinating with John Mussoline, Esq., regarding AGO and deferred interpleader litigation involving the City. Ensured timely and transparent responses in compliance with Florida's public records laws, while also safeguarding sensitive information that could impact ongoing litigation.

PBA Negotiations:

- Prepared for upcoming Police Benevolent Association (PBA) negotiations by organizing all necessary legal documents, coordinating the meeting agenda with the City Clerk, and reviewing the legal and procedural requirements for collective bargaining. The goal was to ensure the City's bargaining position was legally defensible and aligned with labor laws.

Code Compliance:

- Followed up on multiple Planning Board requests related to code compliance at key commercial properties, including Racetrac, Lucky 17 Liquor, Exxon Mobil,

and Walmart. This included ensuring compliance with City ordinances regarding landscaping and property maintenance, and providing legal guidance on enforcement actions where necessary.

Internet Cafes:

- Conducted a legal review of state laws governing internet cafes, drafted an ordinance to ban such establishments within the City, and prepared a comprehensive legal memorandum for Chief Shaw, Assistant Chief Newcomb, and the City Manager. The memorandum detailed the legal rationale for the ban and provided recommendations on how to implement and enforce the new ordinance.

Legal Counsel at Special Magistrate Hearing (August 20, 2024):

- Represented the City as legal counsel at the Special Magistrate Hearing held on August 20, 2024. This included providing advice on procedural matters, ensuring compliance with legal protocols, and representing the City's interests in code enforcement cases brought before the Magistrate.

Contract Drafting:

- Engaged in drafting various contracts for City projects and initiatives. This involved ensuring that all contracts were legally sound, protecting the City's interests, and complying with state and local laws regarding public contracts.

Ordinance Drafting:

- Drafted ordinances on various topics as requested by City officials. The drafting process included researching applicable laws, consulting with relevant City departments, and ensuring that the ordinances were enforceable and in line with the City's broader legal framework.

Public Records Request Management:

- Continued to manage the increasing volume of public records requests submitted to the City, ensuring that responses were provided in a timely manner and in compliance with Florida's Sunshine Law. This involved coordinating with multiple departments to gather the requested information and ensuring that sensitive or legally protected information was appropriately handled.

Charter Review Committee (August 22, 2024):

- Provided legal counsel to the Charter Review Committee during its meeting on August 22, 2024. This included reviewing proposed charter amendments, advising on the legal implications of changes to the City's governance structure,

and ensuring that all committee activities complied with state laws governing municipal charters.

Police Benevolent Association (PBA) Negotiation (August 27, 2024):

- Served as legal counsel during the Special Meeting with the Police Benevolent Association on August 27, 2024, and the subsequent shade meeting. This involved providing strategic legal guidance on collective bargaining issues, labor laws, and the City's legal obligations in negotiating with the PBA.

Contract and Resolution Drafting:

- Continued to draft contracts and resolutions as requested by City departments. These documents were prepared with careful legal review to ensure they aligned with City policies, protected the City's interests, and complied with state and local laws.

Ongoing Management of Public Records Requests:

- Continued to oversee the flow of public records requests, ensuring that all requests were processed efficiently, legal obligations were met, and the City maintained transparency while safeguarding sensitive information.

Human Resources

INTERVIEWS:

- **Administrative Assistant** (Offer Sent)
 - A job offer has been extended to the selected candidate for the position of Administrative Assistant. Awaiting acceptance.
- **Reclamation Maintenance Trainee** (Offer Sent)
 - The Reclamation Maintenance Trainee role has been offered to a candidate. Pending response to the offer.
- **Streets Operator** (Offer Sent)
 - A candidate has been selected for the Streets Operator role, and an offer has been sent. Awaiting their decision.
- **Planning Clerk** (2 interviews scheduled)
 - Two interviews have been scheduled for the Planning Clerk position. The selection process is ongoing.

NEW HIRES:

- **Michael Vinson** – Public Safety Assistant (PSA) – Police Department
 - Michael Vinson has joined the Police Department as a Public Safety Assistant, effective immediately.
- **Matthew O'Malley** – Driver – Public Works – 8/8/24
 - Matthew O'Malley started as a Driver in the Public Works Department on August 8, 2024.
- **Dawight Demps** – Laborer – Streets – Public Works – 8/7/24
 - Dawight Demps joined the Streets division of Public Works as a Laborer on August 7, 2024.
- **Clayton Beauford** – Laborer – Parks – Public Works – 8/7/24
 - Clayton Beauford started working in the Parks division of Public Works as a Laborer on August 7, 2024.
- **Kyle Bondra** – Firefighter – 8/15/24
 - Kyle Bondra joined the Fire Department as a Firefighter on August 15, 2024, enhancing the department's emergency response capacity.
- **Eli Tincher** – Water Treatment Plant (WTP) Operator – 8/15/24
 - Eli Tincher was hired as a Water Treatment Plant Operator on August 15, 2024.

RESIGNATIONS:

- **Jonathan Griffith**
- **Erin Durrance** – Administrative Assistant – Public Works – 8/9/24
 - Erin Durrance, who served as the Administrative Assistant for the Public Works Department, resigned on August 9, 2024.

TASKS:

- **Combined Acceptable Policy Use and Appendix 19 for review**

- The Acceptable Policy Use document was merged with Appendix 19 for review.
- **First Biometric Screening Notification Reminder – 10/23/24**
 - The first reminder for the upcoming biometric screening was distributed, notifying employees of the screening scheduled for October 23, 2024.
- **Cybersecurity memo compiled and sent for review**
 - A memo on cybersecurity best practices was compiled and distributed for review, aimed at strengthening the organization's digital security measures.
- **New Hire Orientation – 8/28/24, Annex Building, 9:00 AM to 1:00 PM**
 - A new hire orientation was held on August 28, 2024, from 9:00 AM to 1:00 PM at the Annex Building. It will introduce new employees to company policies, benefits, and procedures.
- **Remote Policy Notification Communication Memo**
 - A memo regarding the notification of the Remote Work Policy was drafted.
- **First Biometric Screening Notification sign-up released**
 - The sign-up for the biometric screening was released, allowing employees to register for the event.
- **Open Enrollment – 8/21/24, Price Martin Center, 9:00 AM to 3:00 PM**
 - Open Enrollment for employee benefits took place on August 21, 2024, at the Price Martin Center, allowing employees to review and select their benefits for the upcoming year.
- **Benefit booklet updated with new insurance rates, distributed via email to employees**
 - The employee benefit booklet was updated to reflect new insurance rates and distributed electronically to all employees. This ensures everyone is informed about the latest changes to their coverage options.
- **Pending:**
 - Produce report on Job Postings, review job descriptions for city, report metrics/analytics on job posting sites and positions posted, complete posts to additional sites for broader candidate pool as mentioned by staff members, complete and prioritize missing policies email,

- Need to complete analysis on open positions across all departments over last 2 years
- Develop a list showing an order of policies that need to be reviewed

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The Manager will provide a verbal report on the status of Cybersecurity Training of City employees.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Informational.

ATTACHMENTS

None

ADOPT RESOLUTION 2024-R-169 authorizing execution of grant agreement 25.h.sc.100.017 with the Department of State (DOS) for City of Palatka Bronson Mulholland House Rehabilitation in the amount of \$367,900 with a City match requirement of \$122,634 and contingency amount of \$15,000 for total project cost of \$505,534. Budget requested in FY 24-25.

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request authorization to execute grant agreement 25.h.sc.100.017 with the Department of State (DOS) for City of Palatka Bronson Mulholland House Rehabilitation in the amount of \$367,900 with a City match requirement of \$122,634 and contingency amount of \$15,000 for total project cost of \$505,534. Budget requested in FY 24-25.

BACKGROUND

The City applied for a Historical Special Category Grant through the Department of State in June 2023 for the Bronson Mulholland House.

PROJECT ANALYSIS

Funding would address structural issues with the foundations, front porch including the decking, columns and structural supports. . The City was awarded \$367,900 with a City match requirement of \$122,634 and \$15,000 contingency. General Ledger lines involved: 101-18-519-8-8943 / 101-00-334-7-7010

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-r-169
2.	25.h.sc.100.017 GAA Unsigned v5

RESOLUTION NO. 2024-R-169

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF A DEPARTMENT
OF STATE (DOS) GRANT AGREEMENT 25.H.SC.100.017
FOR BRONSON MULHOLLAND HOUSE
REHABILITATION; AND PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, the DOS has awarded a Historical Special Category Grant Agreement with the City of Palatka for the above project identified as 25.h.sc.100.017 in the amount of \$367,900 with a City Match requirement of \$122,634; and

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

NOW THEREFORE, be it resolved as follows:

- 1. the Palatka City Commission confirms and approves the City of Palatka grant agreements with the DOS for Bronson Mulholland House Rehabilitation (the PROJECT); and
- 2. the Mayor and City Clerk of the City of Palatka is hereby authorized to execute the DOS grant agreements associated with the above referenced PROJECT.
- 3. the City Manager is hereby authorized to sign requests for Contract Time Extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project; and
- 4. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September, 2024.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Palatka
25.h.sc.100.017

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the “Division,” and the City of Palatka hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant by the Division, grant number 25.h.sc.100.017 for the Project “City of Palatka Bronson Mulholland House Rehabilitation,” in the amount of \$367,900 (“Grant Award Amount”). The Division enters into this Agreement pursuant to Line Item 3234, contained in the 2025 General Appropriations Act, HB 5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the “City of Palatka Bronson Mulholland House Rehabilitation,” the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to restore and renovate the historic Bronson Mulholland House in Palatka, Florida. Work items include repair/replace rotten exterior wood, including steps, decking, beams, joists, re-clad exterior steel support columns in wood to match historic appearance, guardrails, and façade trim, with pressure treated kiln dried wood; construct/repair/replace masonry pier foundations, including installing concrete footings; repair/replace column support, including steel beam, and base plate, and build up saddle where the elements have deteriorated; paint exterior wood; replace thirty-eight (38) security lighting fixtures, including installing twenty-four (24) waterproof outlets at each column; plumbing; shoring; and mobilization. Grant funds will also be used for construction management. Professional architectural/engineering services are required and were funded outside of the grant.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
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1	Fixed Price	Provide a copy of the professional architectural/engineering consultant's credentials, a project timeline, and an executed Restrictive Covenant filed with the County Clerk to the Division for review and approval.	One (1) digital copy of the professional architectural/engineering consultant credentials; One (1) digital copy of the project timeline; One (1) copy of the executed Restrictive Covenant filed with the County Clerk.	\$91,975
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement.	One (1) digital copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement.	\$91,975
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed.	One (1) digital copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed.	\$91,975

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old) for the property shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) digital copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) Single Audit Form; One (1) copy of the final progress report; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$91,975
Totals				\$367,900

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/24, and shall end 06/30/26, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Harley Burgis
Florida Department of State
R.A. Gray Building
500 South Bronough Street

Tallahassee, FL 32399
Phone: 850.245.6393
Email: harley.burgis@dos.myflorida.com

For the Grantee:

Contact: Jackie Pappas
Address: 201 N 2nd Street Palatka Florida 32177
Phone: 386.329.0100
Email: jpappas@palatka-fl.gov

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization and a payment has been received at the account in the past year, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. If the grantee has not received a payment at the account in the past year, they should check with DFS at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com to see if their EFT request is still active. The authorization form is accessible at https://www.myfloridacfo.com/docssf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-depositvendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to

perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

- a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
- b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
- c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Development Projects

1. All project work must be in compliance with the Secretary of the Interior's Standards and Guidelines available online at www.nps.gov/tps/standards.htm.
2. The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>.

3. Architectural Services

- a. All projects shall require contracting for architectural services. Engineering services may also be required if determined necessary by the Division.
- b. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.

4. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval. All projects must produce the following:

- a. Construction documents that reflect the complete scope of work as defined in section 1.a of this agreement
- b. If construction documents are not appropriate (as determined by the Division), the grantee will have their architect, engineer, or contractor provide written material specifications for the tasks identified in the scope of work.
- c. In the instance that some of the items identified in the scope or work do require drawings and others do not, the grantee will have their architect provide drawings for the scope items for the instances when it is required and have their architect, engineer, or contractor provide material specifications in instances when drawings are not required.

It should be evident in the drawings any and all alterations being made to historic buildings structures and sites. These final documents must include details of all repair work to historic fabric, including details on repair methodology and material, as well as all replacement materials for historic fabric that cannot be repaired. For development projects, details and product sheets for all exterior finishes (windows, doors, lighting, exterior wall material, etc.) and significant interior finishes (flooring, wall material, lighting, ceiling material and finish, etc.), must also be included.

5. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval **prior** to final execution. Procurement documentation supporting maximum open competition **must be** submitted to the Division for review and approval prior to execution of project contracts. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

6. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

- a. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
- b. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
- c. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged. Significance is evaluated based on an evaluation of identity, age, location, and context in conjunction with their capacity to reveal information through the investigatory research designs, methods, and techniques used by archaeologists.
- d. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interior's Professional Qualification Standards for Archaeology*.
- e. Documentation of archaeological investigation and required mitigation actions shall be submitted to the

Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

7. **Copyright and Royalties:** When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

8. **Demolition of Historic Property:** If a development project includes the demolition of whole structures on a property, historic or not, then the applicant must submit a detailed explanation as to why the structure is being demolished. If it is because the structure is structurally unsound, then an engineer's report may be requested. If the structure to be demolished is historic or contributing resource to the property, then the applicant must also submit a salvage report, detailing what, if any, of the building can be salvaged and how the applicant plans to reuse those materials.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
- b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected. Non-site-specific projects that produce report(s) must include the aforementioned language in the report.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting

period. All reports on grant progress will be submitted online via www.dosgrants.com.

a) **Total Compensation Paid to Non-Profit Personnel Report:**

If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment C, entitled “Total Compensation Paid to Non-Profit Personnel Using State Funds” which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

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

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

“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 state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

- b) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).
- c) **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).
- d) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).
- e) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).
- f) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).
- g) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).
- h) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).
- i) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

13. **Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The

Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. 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 (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/stateagencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

 - a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
 - c) Costs not consistent with the grant project type, as described in section V.C.2. of the program guidelines and as selected in the application;
 - d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - e) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
 - f) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at <https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties> or applicable industry standards;

- g) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
- h) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
- i) Entertainment, food, beverages, plaques, awards, or gifts;
- j) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- o) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);
- p) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- q) Accessibility improvements for Religious Properties;
- r) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));
- s) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);

- t) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);
- u) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)
- v) Equipment
 - 1. Purchase of all equipment directly or indirectly related to the project, is non-allowable, even if such equipment is necessary for the completion of the project. Non-allowable equipment includes, but is not limited to, portable sound systems, specialty fixtures and equipment, visual display units, televisions, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures total stations, anchors and other objects needed to operate boats and ships, pumps, jacks, and other tools unless specific prior approval has been granted by the Division
 - 2. If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;. Approved special equipment purchased with grant funds that cost more than \$5,000 and have a useful life of more than one year will be returned to the Department at the end of the grant period, prior to final payment
- w) Supplies that will not be consumed in use during the duration of this project;
- x) Maintenance of boats, cars, trailers or other vehicles;
- y) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rental fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project)
- z) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- aa) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
25. **Accounting Requirements.** The Grantee must maintain their financial records in such a manner that provides a complete record of the use of all grant funds as follows:
 - a) The records must be able to specifically provide an audit trail that traces the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and

must classify and identify grant funds by using the same budget categories as approved in the grant application. If Grantee's accounting records accumulate data in a different format than the one specified in this agreement, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- e) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Accounting Documentation For every expense related to the use of grant or match funds and in-kind contributions the Grantee must submit documentation that demonstrates the expense and/or contribution as follows:

- a) For all non-personnel costs, the Grantee must provide invoices/receipts and proof of payment (i.e. canceled/processed checks or bank statements). If these costs are donated in-kind contributions, the grantee must justify the donated value.
- b) For personnel costs, the Grantee must provide timesheets that are signed by the employee documenting the hours worked, include the cost per hour, and demonstrate a clear relationship to the submitted payment documentation. If donated in-kind, justify the donated hourly value.
- c) All costs are required to be reconciled using the "Expenditure Log" in DOSgrants.com. All entries in this log must be supported by the documentation requirements described in this section.

27. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

28. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

29. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will

not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

- 30. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 31. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.
- 32. No Discrimination.** The Grantee and their subcontractors may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The following or a similar provision must be inserted into all of the subcontracts for services executed under this Agreement:
- a) No employee or applicant for employment engaged under this Agreement may be discriminated against because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status
- 33. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 34. Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and

shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

- b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

35. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

36. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

37. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition may be requested by the Division for review and approval prior to execution of these subcontracts.

- a) The Grantee must procure all professional services (architects, conservators, historic preservation consultant structural engineers, landscape architects) using at least a request for qualifications, and the grantee must solicit at least three (3) responses to their request for the service.
- b) All contracts for procurement of goods and services (construction, exhibit fabrication, etc.) not included in Section 37.a. as described above must be procured in the manner described below:
 - 1. Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - i. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not

- exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices.
- ii. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
2. Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either formal invitation to bid or request for proposals, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- i. Any formal competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, and the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.
- c) State entities should follow required procedures set forth in Chapter 287, *Florida Statutes* and Rule 60A 1.00 of Florida Administrative Code. If the grantee is a non-state entity (local government or non-profit organization) and has existing procurement requirements and procedures, follow the more restrictive, as long as state requirements are still met.
- 38. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 39. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
- 40. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 41. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 42. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, et seq.), which is incorporated herein by reference.
- 43. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 44. Rural Communities.** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments.

Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

- a) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
- b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

45. Restrictive Covenants. In accordance with section 287.05805, *Florida Statutes*, for Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee), prior to the release of the first installment of grant funds, **must** grant to the Florida Department of State a security interest in the Real Property at least to the amount of state funds to be provided in the grant agreement. This security interest shall be recorded in the form of a restrictive covenant on the Real Property, active for a period of fifteen (15) years for Development or active for twenty (20) years for an Acquisition. The Grantee (and the Property Owner, if not the Grantee) shall record the security interest in the office of the clerk of the circuit court of the county, or another office serving as the county recorder as provided by law, in which the Real Property is located.

46. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Estimated Project Budget (Attachment A)
- c) Single Audit Act Requirements and Exhibit I (Attachment B)
- d) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the 2025 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Grantee:

By:

By:

Alissa Lotane, Division Director

Authorizing Official for the Grantee

Date

Typed name and title

Date

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Repair/replace rotten exterior wood, including steps, decking, beams, joists, re-clad exterior steel support columns in wood to match historic appearance, guardrails, and façade trim, with pressure treated kiln dried wood	\$174,525	\$58,175	\$0
Construct/repair/replace masonry pier foundations, including installing concrete footings	\$24,375	\$8,125	\$0
Repair/replace column support, including steel beam, and base plate, and build up saddle where the elements have deteriorated	\$39,000	\$13,000	\$0
Paint exterior wood	\$5,850	\$1,950	\$0
Replace thirty-eight (38) security lighting fixtures, including installing twenty-four (24) waterproof outlets at each column	\$8,970	\$2,990	\$0
Plumbing	\$975	\$325	\$0
Shoring	\$48,750	\$16,250	\$0
Mobilization	\$30,225	\$10,075	\$0
Construction management	\$35,230	\$11,744	\$0
Totals	\$367,900	\$122,634	\$0

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State 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 nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate 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 (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, 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) and 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 (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 1. The Department of State through the <https://dosgrants.com/> grants management system.

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.
2. 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:
 1. The Department of State through the <https://dosgrants.com/> grants management system.
 2. The Auditor General's Office at the following address:

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

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State, Acquisition, Restoration of Historic Properties Grants; CSFA Number 45.032. Award Amount: \$367,900

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT C

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:			
Title:			
Agency Agreement/Contract #			
Total Contract Amount			
Contract Term:			
Invoice Number			
Invoice Period			
Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.			
Name:			
Signature:			
Title:			
Date:			

ADOPT RESOLUTION 2024-R-168 awarding a contract to BLD Services, LLC through a piggyback of BLD's contract with the City of Boca Raton for the lining of laterals within the sanitary sewer collection system along St. Johns Avenue in an amount not to exceed \$202,950 (100% grant funded through FDEP Sewer Main & Manhole Lining project).

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request for authorization to execute a contract with BLD Services, LLC under piggyback agreement with the City of Boca Raton for the lining of laterals within the sanitary sewer collection system in an amount not to exceed \$202,950

BACKGROUND

The wastewater collection sytem of 77 miles of sanitary lines is inundated by inflow and infiltration during wet weather events, resulting in almost double the daily flow rate, increasing lift station pump times and inundating the wastewater treatment plant.

PROJECT ANALYSIS

The proposal submitted by BLD Services, LLC to the City of Boca Raton would address the installation of the mainline lateral connection repair system and sewer lateral cleaning and TV inspection from the main. General Ledger lines involved are 041-13-536-8-6466 / 041-00-389-6-3000.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-168
2.	Piggyback Contract BDL Services
3.	BDL Services - Proposal for Lateral connection repair
4.	Boca Raton Piggyback Contract (executed) (002)

RESOLUTION NO. 2024-R-168

**A RESOLUTION OF THE CITY OF PALATKA,
AWARDING BLD SERVICES, LLC UNDER A PIGGYBACK
AGREEMENT WITH THE CITY OF BOCA RATON
CONTRACT FOR LINING OF LATERALS WITHIN THE
SANITARY SEWER COLLECTION SYSTEM; AND
PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, the procurement of services by the City of Palatka (City) from a provider utilizing prices offered to another government agency secured through a competitive bid is in compliance with the City's procurement policy; and

WHEREAS, BLD Services, LLC produced a quote for this work that totaled \$202,950 for scope of work based on rates provided under piggyback City of Boca Raton contract; and

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the city to authorize the execution of a piggyback contract with BLD Services, LLC in an amount not to exceed \$202,950 for the lining of laterals within the sanitary sewer collection system; and

NOW THEREFORE, be it resolved by the City Commission of the City of Palatka, Florida:

1. The Mayor and the City Clerk are authorized to execute and attest a contract with the vendor to piggyback on the vendor's contract with the City of Boca Raton for the lining of laterals as outlined in a piggyback agreement utilizing the City of Boca Raton agreement; and
2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk

PASSED by the City Commission of the City of Palatka, Florida, this 12th day of September 2024.

CITY OF PALATKA

By: Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



STANDARD FORM FOR PIGGYBACK CONTRACTS

The City of Palatka, Florida requests permission to utilize your company's below referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by completing and signing this document.

The City of Palatka ("City") enters this "Piggyback" Contract with ("Vendor"):

BLD Services, LLC

Under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Palatka allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Vendor has entered a contract with:
City of Boca Raton
Said contract being identified as:
2022-021 Sanitary and Storm Sewer Rehabilitation – Project: 7121005
Said original contract being referred to as the "original government contract."
2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.
3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Palatka, as follows:
City Manager: Troy Bell, ICMA-CM, MPA, MS-FINANCE

- a. Notwithstanding anything to the contrary, the venue of any dispute will be in Putnam County, Florida. Litigation between the parties arising out of this contract must be in Putnam County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract
- b. Notwithstanding any other provision to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, litigation in the Court of appropriate jurisdiction in Putnam County, Florida with parties bearing the costs of their own legal fees with respect to any dispute resolution including litigation
- c. **SCRUTINIZED COMPANIES**
 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the CITY.
 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If the CITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.
- d. **HUMAN TRAFFICKING**
 Upon execution of this Contract, VENDOR hereby attests under penalty of perjury that its organization does not use coercion of labor or services, as defined in Fla. Stat. 787.06, in any part of the operation of its organization.

CITY OF PALATKA

VENDOR

 Roberta M. Correa
 Mayor

 Vendor Representative

Date: _____

 Print Name

ATTEST:

 Date:

 Sunni Krantz
 City Clerk



July 25, 2024

Proposal# BLD-242507

Joe Verrechio
Public Works Operations Manager
City of Palatka
1010 Ocean St
Palatka, FL 32177

RE: BLD Services Quote to Line Laterals on St Johns Ave

Joe,

BLD Services, LLC proposes to furnish all necessary materials, labor, tools, equipment, supplies and the supervision necessary to perform the work outlined in the DESCRIPTION and the SCOPE OF WORK with the exception of those items that have been specifically addressed in this proposal. Pricing terms and conditions of the existing City of Boca Raton contract.

Item #	Description	Qty	Unit	Unit \$	Total \$
E9	Install mainline/lateral connection repair system in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	36	EA	\$4,700.00	\$169,200.00
E12	Install mainline/lateral connection repair system in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)		L.F.	\$100.00	\$0.00
E15	Recut lateral insufficiently reinstated by others		EA	\$750.00	\$0.00
E17	Protruding service connection removal by internal means	3	EA	\$750.00	\$2,250.00
E20	Sewer lateral cleaning and TV inspection from main (up to 30 feet)	36	EA	\$450.00	\$16,200.00
E21	Sewer lateral cleaning and TV inspection from main (beyond 30 feet)		L.F.	\$5.00	\$0.00
E28	Bypass pumping (6-inch through 10-inch sewer)		DAY	\$500.00	\$0.00
E29	Bypass pumping (12-inch and 15-inch sewer)		DAY	\$2,500.00	\$0.00
E30	Bypass pumping (18-inch through 21-inch sewer)		DAY	\$10,000.00	\$0.00
E31	Maintenance of traffic - residential street		SET-UP	\$650.00	\$0.00

E32	Maintenance of traffic - FDOT, Palm Beach County, or City arterial roadway	18	SET-UP	\$850.00	\$15,300.00
E33	Work in rear-yard easement (items E1 and E3)		EA	\$1,500.00	\$0.00
E34	Work in rear-yard easement (items E5 to E7)		EA	\$1,500.00	\$0.00
E35	Work in rear-yard easement (items E10 to E12)		EA	\$1,500.00	\$0.00
E36	Work in rear-yard easement (items E15 and E16)		EA	\$1,500.00	\$0.00
E37	Work in rear-yard easement (items E18 to E20 and E22)		EA	\$1,500.00	\$0.00
E38	Expedited mobilization		EA	\$2,500.00	\$0.00
E39	Allowance		AL	\$20,000.00	\$0.00
TOTAL					\$202,950.00

We appreciate the opportunity of submitting this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,



Gordon Marshall
Business Development
gordon@bdlc.net

cc Mark Dalmau
Nicole Little

CONTRACT

Bid No. 2022-021
Sanitary and Storm Sewer Rehabilitation
PROJECT: 7121005

This Contract made and entered into this 23rd day of February 2023, by and between the City of Boca Raton, (hereinafter called the **Owner**) a Florida municipal corporation, and BLD Services, LLC, (hereinafter called the **Contractor**);

WHEREAS, the Owner desires to retain the Contractor for Bid No. 2022-021, Group: E – Lateral Lining as expressed in its Bid No. 2022-021; and,

WHEREAS, the Contractor hereby covenants and agrees to undertake and execute all of the Work as required and described in the Contract Documents (as defined in Article 1 in the General Conditions), in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Contract.

1.0 DEFINITIONS

The definitions for all terms as used in this Contract and all Contract Documents shall be as defined in Article 1 of the General Conditions.

2.0 CONTRACT TIME FOR EACH WORK ORDER

Each Work Order issued under this Contract shall be commenced promptly and within ten (10) days from the date the Owner (with the exception of a Work Order that has an expedited mobilization or unless otherwise noted on the Work Order) has signed such Work Order, in accordance with the Contract Documents, and shall be prosecuted with diligence and be fully completed within the project time specifically provided in each individual Work Order.

3.0 COMPENSATION TO BE PAID CONTRACTOR

- 3.1 In consideration of the faithful performance of this Contract (and all Work Orders issued under this Contract) by the Contractor, the Owner will pay to the Contractor for the full and entire completion of work performed under each executed Work Order upon acceptance by the Owner of such work. Each Work Order will contract an amount that represents the entire cost which the Owner will have to pay to the Contractor for acceptable and conforming Work under the Work Order, inclusive of all materials, supplies, costs, fees, which shall be the maximum extent of the Owner's obligation to pay Contractor, but does not constitute a limitation, of any sort, of the Contractor's obligations to perform the Work in accordance with the terms of both this Contract and the Work Order.
- 3.2 The amount to be paid by the Owner shall be determined by unit prices (including lump sum line items), all of which are contained in the Bid documents submitted by the Contractor, which are incorporated in, and made a part of this Contract.

3.3 Any work performed by Contractor without proper authorization is performed at Contractor's risk, and Owner shall have no obligation to compensate Contractor for such work.

3.4 The City is not required to issue any Work Orders hereunder.

4.0 CONTRACT TERM AND RENEWAL TERMS

4.1 The Contract shall commence on the date set forth above, and shall be for a five (5) year term. The City requires a firm price for the initial two (2) years of the Contract term.

4.2 The Owner may renew the Contract for additional one-year periods upon expiration of the initial term, not to exceed a maximum of three (3) additional one-year renewal periods.

4.3 The term of this Contract shall commence on the date set forth on the "Form of Contract" and shall continue for five (5) years, automatically renewed thereafter for three, one-year periods subject to the cancelation clauses in the General Conditions, Item 25, Owner's Right to Terminate Contract. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance, and determination that the contract renewal is in the best interest of the City. The City requires a firm price from the date set forth on the "Form of Contract" for two years. Years three through five and annual renewals will be based on the Contractor agreeing to the same terms, conditions, pricing and specifications. For the purpose of re-bidding, the Contract may be extended at the City's option for a defined period of time, not to exceed one year. Option for extension will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

Prior to term years three, four, and five and each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the City. Contractor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Contractor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bonafide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Contractor's requested price adjustment is subject to City approval, and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Contractor. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

4.4 Upon mutual written agreement between Owner and Contractor, any term of the Contract may be extended with all terms, conditions and unit prices adhered to with no deviations, for a defined period of time, not to exceed one (1) year.

5.0 SUCCESSORS, ASSIGNS AND ASSIGNMENT

The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not

assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

6.0 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

7.0 INTENT AND CORRELATION OF DOCUMENTS

- A. The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials (except as may be specifically designated to be furnished by the Owner) equipment, and transportation necessary for the proper execution of the Work. Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable preparation, base or support, and a reasonable finish consistent with adjacent work which is shown or specified. Items described in the singular shall include the plural and vice-versa, when appropriate to complete all Work necessary to result in a completed Project. Contractor shall follow the Specifications and Drawings and execute all Work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by a Subcontractor.
- B. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
- Change Orders
 - Contract
 - Addenda
 - Technical Specifications
 - Drawings/Exhibits/Appendixes
 - Special Provisions
 - General Conditions
 - Bid Form and Attachments

The Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall test all figures on the Drawings before laying out the work. The following shall apply in regard to drawing specifications:

1. Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.
 2. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions it shall be Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.
 3. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefore in Contractor's work without additional cost to the Owner.
- C. When resolving conflicts with the Drawings, the entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to the elevation and/ or gradients specified, and all part of substructures and superstructures shall be in proper alignment and adjustment. Contractor shall provide all frames, cribbing, false work, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not, generally, be shown or noted on the Drawings; and the Contract Price(s) shall include and cover all such work, material, and construction. Any deviation from the Drawings, which may be found necessary or advantageous, will be determined by the Engineer.

8.0 LAWS/ORDINANCES

Contractor shall observe and comply with all federal, state, county, local and municipal laws, ordinances, rules, and regulations that would apply to this Contract. Failure by the awarded Contractor to comply with all applicable laws ordinances, rules, and regulations shall constitute a breach of the Contract and the City shall have the discretion to unilaterally terminate this Contract.

9.0 LIMITATION OF LIABILITY/ NO WAIVER

Contractor agrees to the limitation of liability of the Owner for any cause of action arising out of this Agreement as stated herein.

The Contractor 's recovery from the Owner for any action or claim arising from the Contract is limited to a maximum amount of the Contract Price less the amount of all funds actually paid by the Owner to Contractor pursuant to this Contract.

Nothing contained in this paragraph or elsewhere in this Contract is in any manner intended either to be a waiver of the limitation placed upon the Owner's liability as set forth in Section 768.28, Florida

Statutes, or to extend the Owner's liability beyond the limits established in said Section; and no claim or award against the Owner shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the Owner from taking corrective action against the Contractor.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

10.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the City of Boca Raton, its officers, agents, 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 intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract under any insurance required by the Contract, including, but not limited to workers' compensation acts, disability benefit acts, or other employee benefit acts.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the CITY by section 768.28, Florida Statutes, or any other applicable law.

11.0 PROVISION AND MAINTENANCE OF BOND

A Surety Bond legally issued, meeting the requirements in the Contract Documents and approved by the Owner shall be maintained by CONTRACTOR.

If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of Surety Bond, the CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be subject to the approval by the Owner. Failure to maintain such Surety Bond shall constitute a breach of the Contract and the Owner in its sole discretion shall be authorized to terminate the Contract as provided in Section 12 herein.

12.0 TERMINATION

- A. Owner's Right to Terminate Contract for Default
 - 1. Default

Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligation under this Contract if it:

- (a) Performs work which fails to conform to the requirements of this Contract;

- (b) Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- (c) Abandons or refuses to proceed with any or all work including modifications directed pursuant to the clause entitled Extra Work, Article 38 and Omitted Work, Article 39 in the General Conditions;
- (d) Fails to supply enough properly skilled workers or material;
- (e) Fails to make prompt payments to Subcontractors or suppliers for materials or labor;
- (f) Fails to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction;
- (g) Fails to maintain a surety bond as required by the Contract;
- (h) Fails to provide safety equipment or enforce safety procedures for workers on the site;
- (i) Fails to protect persons or property; or
- (j) Fails to fulfill any of the terms of this Contract or to comply in any way with the Contract Documents

Any of the above conditions shall be sufficient grounds for the Owner to find the Contractor in default and that sufficient cause exists to terminate the Contract and/or to withhold payment or any part thereof until the cause or causes giving rise to the default has been eliminated by the Contractor and approved by the Owner.

If a finding of default is made, the Contractor and Contractor's Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract.

2. Notice of Default

Upon a finding of default, the Owner shall notify Contractor in writing of the nature of the failure and shall set a reasonable time within which the Contractor and its Surety shall eliminate the cause or causes of default.

When the basis for finding of default no longer exists, the Owner shall notify the Contractor and its Surety in writing that the default has been corrected and that the Contractor is no longer in default.

3. Suspension of Work for Default

Owner may, at its sole option, suspend the performance of all or a portion of work to be performed under the Contract as a result of a finding of default, and shall include such suspension in the Notice of Default described above. Said suspension shall continue until such time as the Owner has notified the Contractor that the default has been corrected and the suspension has been removed, or the Contractor has been terminated. During said period of suspension, Contractor shall not be entitled to assert any claims for damages or any claims for time extensions or adjustments.

4. Notice of Contract Termination for Default

If the Contractor fails to correct the default within the time allowed, or if Contractor or its Surety fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Contractor's Surety, and without otherwise waiving its rights against the Contractor or its Surety, provide written notice to the Contractor of the termination, in whole or in part, of the Contract.

Owner may prosecute the Work to completion by contract or by any other method deemed expedient and/or make demand upon the Surety to perform, at Owner's sole option. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the work.

Upon termination for default, Contractor shall:

- (a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- (b) inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of work;
- (c) promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;
- (d) cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
- (e) comply with other reasonable requests from Owner regarding the terminated work; and
- (f) continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 12B as provided herein.

5. Costs of Completed Work of Terminated Contract.

Contractor and its Surety, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for Liquidated Damages.

This section shall survive the cancellation, termination, expiration, lapse or suspension of this Contract.

B. Optional Termination of Contract By Owner

Owner may, at its sole option, terminate the Contract, in whole or in part at any time, by thirty (30) day written notice thereof to Contractor, whether or not Contractor is in default. If it was determined that Contractor was not in default as specified in Section 12 (A) (4), the 30 day notice requirement in this section is waived as long as the notice requirement set forth in Section 12 (A)(2) is satisfied. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof. The sole right and remedy of Contractor under this paragraph shall be that Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination, including but not limited to

1. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:
 - (a) Immediately discontinue work on the date and to the extent specified in the notice;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
 - (c) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
 - (d) Assign all subcontracts required for performance of this Contract to the Owner;
 - (e) Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
 - (f) Complete performance of any work which is not terminated.
2. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
 - (a) All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
 - (b) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided above.
 - (c) The verifiable costs of work completed by Subcontractors.
 - (d) Any other reasonable costs which can be verified to be incidental to such termination of work.

13.0 PROVISION AND MAINTENANCE OF INSURANCE

COVERAGE AND MINIMUM LIMITS

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under this Contract, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein.

All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Warranty provisions of the Contract.

The Contractor agrees the insurance requirements herein as well as City of Boca Raton's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

A. COVERAGE AND MINIMUM LIMITS

1. Commercial General Liability.

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000**/\$2,000,000 occurrence/aggregate Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements.

The Contractor agrees to endorse the City of Boca Raton, Greater Boca Raton Beach and park District, Boca Raton Community Redevelopment Agency as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 04 13 and the GC 20 37 07 04 which shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Contractor shall maintain such completed operations insurance for at least one (1) year after final payment and furnish City of Boca Raton with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. Business Automobile Liability.

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Commercial Umbrella/Excess Liability

(May be used to supplement minimum General Liability Coverage requirements).

The Contractor agrees to endorse the City of Boca Raton as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City of Boca Raton is automatically defined as an Additional Protected Person.

Umbrella or Excess Liability coverage is required and shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required. Umbrella or Excess Liability minimum requirement is \$2,000,000.

4. Worker's Compensation & Employer's Liability.

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

5. Railroad Protective Liability:

When work done by the contractor is within 50 feet of a railroad tracks or railroad right of way, the Contractor shall maintain Railroad Protective Liability Insurance (RPL) with a limit not less than \$3,000,000 each occurrence, if the work being performed is within (50) feet of operating railroad tracks or otherwise involves exposures to railroad hazards. The RPL coverage may be included by endorsement to the Commercial General Liability policy (CGL) or as a separate policy.

B. SUBCONTRACTOR INSURANCE

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the City of Boca Raton, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

C. DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION

The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

D. WAIVER OF SUBROGATION

The Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City of Boca Raton, Contractor, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Contract.

When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

E. RIGHT TO REVISE OR REJECT

The Contractor agrees the City of Boca Raton reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City of Boca

Raton reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Florida. In such events, The City of Boca Raton shall provide Contractor written notice of such revisions or rejections.

F. NO REPRESENTATION OF COVERAGE ADEQUACY.

The coverages, limits or endorsements required herein protect the primary interests of the City of Boca Raton, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

G. REQUIREMENTS OF INSURERS PROVIDING THE INSURANCE

Insurers providing the insurance required by this Contract must meet the following minimum requirements:

(a) Be authorized by to maintain certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

(b) Must have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.

H. CERTIFICATE OF INSURANCE (COI) AND CANCELLATION/NON RENEWAL OF COVERAGE

The Contractor agrees to provide the City of Boca Raton with certificate(s) of insurance that clearly evidences the Contractor's insurance contains the minimum coverages, limits, and endorsements set forth herein. The City of Boca Raton requires an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form (2010/05) and the required endorsements as specified above.

A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal of coverage shall be identified on each certificate(s) of insurance. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City of Boca Raton project manager and copy the City's Risk Manager in writing within (30) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

In the event the City of Boca Raton is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the City of Boca Raton prior to the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. When notified by the City of Boca Raton the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The City of Boca Raton shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new certificate of insurance is provided to the City of Boca Raton evidencing the replacement coverage. The Contractor agrees the City of Boca Raton reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City of Boca Raton. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City Of Boca Raton shall have the right, but not the obligation, to

purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City of Boca Raton.

I. CERTIFICATE OF INSURANCE FORMAT

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City is endorsed as an Additional Insured as per requirements herein, Item A. Insurance Coverage and Minimum Limits.
2. Clearly indicate the project name and Bid number.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, whether in excess or equal to the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Clearly indicate Certificate Holder(s) and Address:
6. Include the appropriate Endorsement listing the City of Boca Raton as an additional Insured. (CG 2010 04 013 or; CG2010 07 04 and CG2037 07 04)

Certificate Holder: City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432
Attn: City Project Manager / Lisa Wilson-Davis
Email: lwilsondavis@myboca.us

14.0 NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to Owner: City of Boca Raton
Name Chris Helfrich, P.E., Utility Services Director
Address 1401 Glades Road, Boca Raton, FL 33431
Email chelfrich@myboca.us

As to Contractor: BLD Services, LLC
Name Jacob Trapani, Vice President
Address 2424 Tyler Street, Kenner, LA 70062
Fax (504) 461-5971
Email jacob@bldllc.net

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and Email is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Owner in the performance of the Work.

15.0 PUBLIC RECORDS

15.1 The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. This Contract requires the Contractor to provide services and/or materials, and therefore the Contractor shall comply with Section 119.0701, Florida Statutes. Specifically, the Contractor shall:

15.1.1 Keep and maintain all public records related to the performance of the Work.

15.1.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law.

15.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.

15.1.4 Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the Work. The Contractor shall meet all applicable requirements for retaining public records set out in Florida law.

15.1.5 In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

15.2 The failure of the Contractor to comply with the provisions set forth in this Section, or to comply with the City request for records, shall constitute a default and breach of this Contract, and the City shall, in its discretion, pursue any and all remedies against the Contractor provided for under this Contract or at law.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS BID, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

16. SCRUTINIZED COMPANIES

- 16.1 Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if:
- 16.1.1 Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Section 215.473, Florida Statutes);
 - 16.1.2 Contractor engages in business operations in Cuba or Syria; or
 - 16.1.3 Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- 16.2 By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor acknowledges that Contractor executed a certification to this effect at the time it submitted a response to the City's Invitation to Bid and that such certification was likewise accurate at the time of execution of this Contract.
- 16.3 Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) calendar days of the date of such occurrence.
- 16.4 In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- 16.5 Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

17.0 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for

a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

18.0 MISCELLANEOUS

- 18.1 Remedies. The remedies expressly provided in this Agreement to Owner shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of Owner now or later existing at law or in equity.
- 18.2 Nonwaiver. A waiver by either Owner or Contractor of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Contract. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- 18.3 Severability. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void or voidable provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Contract from being held void should a provision which is of the essence of the Contract be determined to be void by a court of competent jurisdiction.

- 18.4 Governing Law / Venue / Waiver of Jury Trial. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND OWNER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

19.0 ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect. This Contract may only be amended or modified by a written document authorized and executed by the Parties, as provided herein.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Mayor, and its seal to be hereunto affixed, and BLD Services, LLC has executed this Contract all as of the day and year first above written.

CITY OF BOCA RATON

Witness:

Mary Siddons
Cynthia McDonald

By: [Signature]
Leif Ahnell, C.P.A., C.G.F.O., City Manager

(Seal)

Approved by Council on December 13, 20 22

Item 9.A.8 Account Number 470.42.10001.54600011.535.0000000.0000

CONTRACTOR:

Attest:

[Signature]

Shirley Jarrell Wagner
Corporate Secretary
(affirm Corporate Seal)

By:

[Signature]
Signature

Witness:

Name: Jacob Trapani

Jeannie Vellafranco
Lilsi Garcia

Title: Vice President
President or other duly authorized
Corporate Officer

Item #	Description	Qty	Unit	Unit \$	Total \$
E1	Install cured-in-place sectional pipe liners, 8-inch to 12-inch diameter (up to 6 feet in length, all depths)	6	EA	\$4,500.00	\$27,000.00
E2	Install cured-in-place sectional pipe liners, 8-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)	4	L.F.	\$750.00	\$3,000.00
E3	Install cured-in-place sectional pipe liners, 15-inch to 21-inch diameter (up to 6 feet in length, all depths)	2	EA	\$7,500.00	\$15,000.00
E4	Install cured-in-place sectional pipe liners, 15-inch to 21-inch diameter (per linear foot beyond 6 feet in length, all depths)	4	L.F.	\$1,250.00	\$5,000.00
E5	Install T-liner in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	30	EA	\$4,700.00	\$141,000.00
E6	Install T-liner in 15-inch to 18-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	4	EA	\$6,900.00	\$27,600.00
E7	Install T-liner in 21-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	2	EA	\$8,900.00	\$17,800.00
E8	Install T-liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	200	L.F.	\$100.00	\$20,000.00
E9	Install mainline/lateral connection repair system in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	30	EA	\$4,700.00	\$141,000.00
E10	Install mainline/lateral connection repair system in 15-inch to 18-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	4	EA	\$6,900.00	\$27,600.00

Item #	Description	Qty	Unit	Unit \$	Total \$
E11	Install mainline/lateral connection repair system in 21-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	2	EA	\$8,900.00	\$17,800.00
E12	Install mainline/lateral connection repair system in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	200	L.F.	\$100.00	\$20,000.00
E13	Transitional liner 6-inch to 4-inch	2	EA	\$750.00	\$1,500.00
E14	Lateral grouting (if required in preparation for T-liner or mainline/lateral connection repair system installation)	8	EA	\$500.00	\$4,000.00
E15	Recut lateral insufficiently reinstated by others	20	EA	\$750.00	\$15,000.00
E16	Grout annular space following recut of lateral insufficiently reinstated by others	20	EA	\$500.00	\$10,000.00
E17	Protruding service connection removal by internal means	6	EA	\$750.00	\$4,500.00
E18	Sewer main cleaning and TV inspection (6-inch through 12-inch)	3,600	L.F.	\$5.25	\$18,900.00
E19	Sewer main cleaning and TV inspection (15-inch through 21-inch)	1,800	L.F.	\$9.00	\$16,200.00
E20	Sewer lateral cleaning and TV inspection from main (up to 30 feet)	24	EA	\$450.00	\$10,800.00
E21	Sewer lateral cleaning and TV inspection from main (beyond 30 feet)	120	L.F.	\$5.00	\$600.00
E22	Sewer lateral cleaning and TV inspection from cleanout (up to 30 feet)	6	EA	\$300.00	\$1,800.00
E23	Sewer lateral cleaning and TV inspection from cleanout (beyond 30 feet)	60	L.F.	\$5.00	\$300.00
E24	Mechanical root or grease removal (12-inch and smaller)	1,200	L.F.	\$9.00	\$10,800.00
E25	Mechanical root or grease removal (15-inch through 21-inch)	600	L.F.	\$11.00	\$6,600.00
E26	Mechanical tuberculation/concrete removal (12-inch and smaller)	600	L.F.	\$25.00	\$15,000.00

Item #	Description	Qty	Unit	Unit \$	Total \$
E27	Mechanical tuberculation/concrete removal (15-inch through 21-inch)	300	L.F.	\$35.00	\$10,500.00
E28	Bypass pumping (6-inch through 10-inch sewer)	6	DAY	\$500.00	\$3,000.00
E29	Bypass pumping (12-inch and 15-inch sewer)	3	DAY	\$2,500.00	\$7,500.00
E30	Bypass pumping (18-inch through 21-inch sewer)	3	DAY	\$10,000.00	\$30,000.00
E31	Maintenance of traffic - residential street	55	SET-UP	\$650.00	\$35,750.00
E32	Maintenance of traffic - FDOT, Palm Beach County, or City arterial roadway	10	SET-UP	\$850.00	\$8,500.00
E33	Work in rear-yard easement (items E1 and E3)	3	EA	\$1,500.00	\$4,500.00
E34	Work in rear-yard easement (items E5 to E7)	8	EA	\$1,500.00	\$12,000.00
E35	Work in rear-yard easement (items E10 to E12)	8	EA	\$1,500.00	\$12,000.00
E36	Work in rear-yard easement (items E15 and E16)	4	EA	\$1,500.00	\$6,000.00
E37	Work in rear-yard easement (items E18 to E20 and E22)	20	EA	\$1,500.00	\$30,000.00
E38	Expedited mobilization	3	EA	\$2,500.00	\$7,500.00
E39	Allowance	1	AL	\$20,000.00	\$20,000.00
TOTAL					\$766,050.00

CERTIFICATE OF CORPORATE AUTHORITY

BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

I, Shirley Jarrell Wagner, certify that I am the **Secretary** of the corporation named as Contractor in **Bid No.2022-021**; that Jacob Trapani who signed the said Contract on behalf of the Contractor, was then Vice President of said corporation; that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this 18th day of January, 2023.



Corporate Secretary
Shirley Jarrell Wagner

(Corporate Seal)

**ACKNOWLEDGEMENT OF CONTRACTOR,
OF A LIMITED LIABILITY CORPORATION
OR PARTNERSHIP**

**BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation**

State of _____
County of _____ as:

On this _____ day of _____, 20____, before me personally came
and appeared _____, to me known, and known to me to be one of
the members of the firm of _____ described in and who
executed the foregoing instrument and he/she acknowledged to me that he/she executed the
same as and for the act and deed of said firm and that he/she is duly authorized to bind such
firm.

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF AN INDIVIDUAL**

State of _____
County of _____ as:

On this _____ day of _____, 20____, before me personally came and
appeared _____, to me known, and known to be to be
the person described in and who executed the foregoing instrument and acknowledged that
he/she executed the same.

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF CORPORATION**

BID NO. 2022-021

Sanitary and Storm Sewer Rehabilitation

State of Louisiana
as:
County of Jefferson

On this 18th day of January, 20 23, before me personally came and appeared
Jacob Trapani, to me known, who, being by me duly sworn, did depose
and say that he/she resides at
2424 Tyler Street, Kenner, LA 70062

that he/she is the Vice President

of BLD Services, LLC

the corporation described in and which executed the foregoing contract; that he knows the seal
of said corporation; that one of the impressions affixed to said contract is an impression of such
seal; that he is the proper official of said corporation designated to execute such contract, that
he/she has authority so to do, that he/she executed same for and in behalf of said corporation,
and that his/her act is the act and deed of said corporation.

Witness my hand and official notarial seal at Kenner, Louisiana

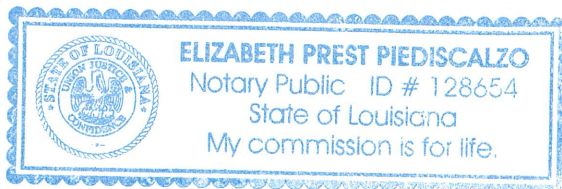
the day and year above written.

Elizabeth Prest Piediscalzo

Notary Public

(Seal)

My Commission Expires: AT DEATH



PUBLIC CONSTRUCTION BOND

BY THIS BOND, WE, BLD Services, LLC, as Principal and Hartford Accident and Indemnity Company a Corporation, as Surety, are bound to the City of Boca Raton, Florida, hereinafter referred to as "Owner", in the sum of \$ 495,000.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated February 23rd, 2023 between Principal and Owner for construction of Sanitary and Storm Sewer Rehabilitation, **Bid No. 2022-021**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, and including any liquidated damages or actual damage caused by the delay of performance of Contractor, that Owner sustains because of a default by Principal under the Contract, and;
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes. subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.
5. This Bond is intended to comply with the provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statutes are incorporated herein by reference thereto. In the event of any conflict, ambiguity or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner and those persons or corporations provided for by said Statute, their heirs, executors, administrators, successors or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

Dated on February 23rd, 20 23.

PRINCIPAL:

BLD Services, LLC

Principal

By: [Signature]

Signature Jacob Trapani

Title: Vice President

(Seal)

Address 2424 Tyler Street

Kenner, LA 70062

ATTEST:

[Signature]
Corporate Secretary
Shirley Jarrell Wagner

[Signature]
Witness to Principal

(Address)

SURETY:

Hartford Accident and Indemnity Company

Surety

[Signature]
Attorney-in-fact Cathy P. Grace

(Seal)

11505 Perkins Road, Bldg. 2-D

Address

Baton Rouge, LA 70810

Telephone: (225) 938-0112

Email: cathy@cpgrace.com

See Power of Attorney Attached
Surety

[Signature]
Witness as to Surety
Brad M. Grace

David R. Hoover, Florida Resident Agent

15050 NW 7th Ct., Ste. 200, Miami Lakes, FL 33016-5810
Address

A122785
License No.

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, **and be authorized to transact business in the State of Florida**, and be pre-approved by the Owner.

Bond shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.

ADOPT RESOLUTION 2024-R-152 authorizing the execution of a Florida Department of Transportation Maintenance Agreement to maintain the right of way along State Roads 15 (US 17), 20, and 100 for a three (3) year term.

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request for authorization to renew the FDOT Maintenance Agreement for a period of three years for the right of way along US 17, SR 20 and SR-100.

BACKGROUND

This contract will renew and replace the Maintenance Contract which has been in effect for the past six (6) years, for maintenance of right of way along SR 15 (US 17), SR 20 and SR 100.

PROJECT ANALYSIS

The current contract expires on September 30, 2024.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-152
2.	BEC36 Renewal Letter 05142024
3.	ROW Maintenance Agreement

RESOLUTION NO. 2024-R-152

**A RESOLUTION OF THE CITY OF PALATKA,
AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR MAINTENANCE OF PORTIONS OF RIGHT OF WAY
ALONG STATE ROADS 15 (US HWY 17), 20 AND 100
WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION; AND PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, the Florida Department of Transportation desires to execute an agreement with the City of Palatka to perform certain maintenance of state roads in order to improve the aesthetic appearance of the City; and

WHEREAS, the City of Palatka desires to execute an agreement with the Florida Department of Transportation to maintain portions of the right-of-way along SR 15 (US Hwy 17), SR 20 and SR100; and

WHEREAS, the term of this Maintenance Agreement begins October 1, 2024 and ends September 30, 2027.

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

- 1. the Mayor and the City Clerk are hereby authorized to execute and attest, on behalf of the City of Palatka, Florida, a Maintenance Agreement between the City of Palatka and the Florida Department of Transportation for portions of the right-of-way along SR 15 (US Hwy 17), SR 20 and SR 100, for a three-year period.
- 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 on this 12th day of September, 2024.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Florida Department of Transportation

**RON DESANTIS
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**JARED W. PERDUE, P.E.
SECRETARY**

March 14, 2024

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

RE: New Agreement for Maintenance to replace BEC36

Gentlemen:

The current Agreement for Maintenance, BEC36, will complete its third and final year on September 30, 2024. The Department desires to enter into another Agreement with the same conditions and amount covering the period of October 1, 2024, through September 30, 2027. Please respond with a letter on your company's letterhead stating your intentions regarding entering into a new agreement.

Please send an original copy of the letter to:

Pattie Yakaboski
Florida Department of Transportation
3600 DOT Road
St. Augustine, FL 32084

If you have questions about this process, please call me at (904) 825-5085.

Sincerely,

Pattie Yakaboski

Pattie Yakaboski, CPM
Maintenance Manager-Contracts

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the **City of Palatka**, Florida ("Agency").

-RECITALS-

1. The Department owns and currently maintains those portions of the state highway system identified in Exhibit "A" ("Property"); and
2. The Agency desires to improve the aesthetic appearance of the Property; and
3. The Agency desires to assume the maintenance responsibilities of the Property; and
4. The Property is within or adjacent to the corporate limits of the Agency; and
5. The Department is amenable to the Agency's desires and will compensate the Agency for their maintenance efforts pursuant to Section 335.055, Florida Statutes, and in accordance with the terms and conditions of this Agreement; and
6. The Agency will be compensated quarterly at such time as Agency provides a completed copy of the form identical to attached Exhibit "B" demonstrating completion of the quarterly maintenance responsibilities required by the terms and conditions of this Agreement; and
7. The Agency, by Resolution No. _____ dated _____, attached as Exhibit "C", authorizes its officers to enter this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS & EXHIBITS

The above recitals and attached exhibits, if any, are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The term of this Agreement shall be for a period of three (3) consecutive years, unless otherwise terminated by the Department in writing. The operation, maintenance, and repair duties required by paragraph 6, below, will actually commence on **October 1, 2024**.

4. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. COMPLIANCE

The Agency shall 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, without limitation, those of the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, Putnam County, Florida and other local governmental entities ("Governmental Law").

6. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain & repair the Property in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. For purposes of this Agreement, unless otherwise noted in Exhibit "A", the locations to be maintained by the Agency shall be maintained pursuant to the maintenance standards as defined in the Department's Maintenance Rating Program ("MRP") Handbook and in accordance with Department Procedure, *Roadway and Roadside Maintenance*, Topic No. 850-000-015-I, and all Governmental Law, as defined in Paragraph 5, above. Should the Department determine that any item of maintenance related to the Property has fallen below the desired maintenance standard, the Agency agrees to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The Agency will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the Agency.

B. The Agency shall, at a minimum, maintain all turf and landscaped areas within the Property, including, without limitation, by performing the following:

(1) Routinely mow, cut and trim all grass and turf-(total greenscape) a minimum of 1 time per calendar month, as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "Guide for Roadside Vegetation Management" (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees a minimum of 1 time per calendar month, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Property; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants a minimum of 1 time per calendar month; and

(4) Routinely keep litter removed from the Property a minimum of 1 time per calendar month; and

(5) Remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters a minimum of 3 times per year on a 4-month cycle, i.e., March, July, October; and

(7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters a minimum of 1 time per calendar month.

C. The Department and the Agency shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

D. If the Department determines that the Agency is not maintaining the Property in accordance with the terms and 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 the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

E. If the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency was corrected, the Department, within its discretion, shall: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

F. If at any time in the sole determination of the Department, the integrity or safety of the Property requires immediate maintenance for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify the Agency prior to action under this section but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

G. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

7. MAINTENANCE OF TRAFFIC

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Standard Plans, Index 102-600; and (4) other applicable Governmental Law.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

8. MODIFICATIONS

A. The Department may require the Agency to improve or modify the Property if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Maintenance" section of this Agreement.

C. Improvements and modifications shall be constructed and completed by the Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

9. ADDITIONAL LANDSCAPING

The Agency shall not install additional landscaping within the Property without first seeking and obtaining required approvals and permits from the Department. Such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement.

10. PERMISSIVE USE

This Agreement creates a permissive use only. The Agency shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

11. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

12. REMOVAL

The Department may require modification, relocation or removal of the landscaping, plants, trees, and other improvements located on or within the Property without liability to the Agency if: (1) any such improvements are not maintained in accordance with the terms and provisions of this Agreement; (2) modification, relocation or removal of any such improvements is required by applicable Governmental Law; or (3) the Department determines that modification, relocation or removal of any such improvements is necessary or will benefit the Department in the conduct of its business. The Agency shall modify, relocate or remove improvements designated by the Department for modification, relocation or removal and shall restore the Property to a condition that satisfies the requirements of applicable Governmental Law within thirty (30) days of the Department's written notice requiring modification, relocation or removal. The Agency shall bear all cost and expense of the modification, relocation, removal and restorative work, including, without limitation, the cost of required permits.

13. PAYMENTS TO AGENCY

A. The Department shall compensate the Agency for the performance of this Agreement in the amount of **\$13,000.00** per quarter for a total sum of **\$52,000.00** per year. Payments shall commence at the conclusion of the first three-month period following the Effective Date of this Agreement, upon the Department's written acceptance of the Agency's completion of the quarterly maintenance responsibilities by the Department. The Department shall suspend payment of any sums due hereunder without penalty or interest if the Agency is in breach of any term or provision of this Agreement at the time payment is due. In the event this Agreement is terminated, payment shall be prorated for the quarter in which termination occurs.

B. Prior to each quarterly payment, the Agency shall provide a completed copy of the form identical to attached Exhibit "B" demonstrating completion of the quarterly maintenance responsibilities in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables of the maintenance responsibilities established in Paragraph 6(B)(1-7), above, as required by the terms and conditions of this Agreement.

14. PAYMENTS TO DEPARTMENT

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Fla. Stat., until paid in full.

15. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource

Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes, as the same may be amended from times to time.

17. NOTICE

All notices, communications and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department:	Florida Department of Transportation Attention: Pattie Yakaboski, Maintenance Manager-Contracts Attn: Pattie Yakaboski 3600 DOT Road, St Augustine, Florida 32084
Agency:	City of Palatka ATTN: Robbi Correa, Mayor 201 N. 2 nd Street Palatka, Florida 32177

18. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

19. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

20. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

21. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of this Agreement, including, without limitation, damages allegedly flowing there from.

22. ASSIGNMENT

The Agency may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform this Agreement.

23. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

24. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

25. ENTIRE AGREEMENT

This instrument, together with the attached exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

26. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION

No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

30. SEVERANCE

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

31. COMPUTATION OF TIME

In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

33. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of the Vendor Ombudsman include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline at 1-800-848-3792.

34. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund this Agreement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"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."

35. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of nine (9) pages, exclusive of exhibits.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: Travis Humphries, P.E.

Printed Name: Elizabeth Engle

Title: District Two Director of Operations

Title: Executive Secretary

Date: _____

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

***INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE***

Agency

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

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EXHIBIT "A"

(City of Palatka)

MAINTENANCE LOCATIONS

State Road	From	To	Intermediate Mowing (AC)	Weed Control (AC)	Tree Trimming (MH)	Roadside Litter (AC)	Roadside Sweeping (mile)	Edge and Sweep (mile)
			484	487	492	541	543	545
15	Farmers Market	Carter Road	1.0	1.27	23.33	4.83	3.33	2.67
20	SR 19	Reid Street	0.33	0.67	0.08	3.37	2.1	1.33
100	SR 19	SR 15	0.2	0.67	6.67	4.10	2.31	0.52

Totals	1.53	2.61	30.08	12.30	7.74	4.52
Total Qty's Per Year	18.36	31.32	360.96	147.60	92.88	54.24
Total Cost Per Year	\$1001.72	\$3,203.30	\$24,181.53	\$1,512.90	\$4,201.89	\$17,898.66

Overall Yearly Cost **\$52,000.00**

Quarterly Amount **\$13,000.00**

EXHIBIT “B”**(QUARTERLY MAINTENANCE ACTIVITIES CHART)**

Activity Number	Activity Title	Activity Description
484	Intermediate Machine Mowing	The intermediate machine mowing of areas (using mowers greater than 40 inches and up to 7 feet) too difficult to mow with large mowers and not practical for small mowers.
487	Weed Control (Manual)	Brush, weed, and grass cutting (4 inches in diameter or less) performed with hand tools, including weed eaters. Trimming or removal of vegetation larger than 4 inches in diameter should be reported to activity 492.
492	Tree Trimming	The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under activity 487). To include the chipping and/or removal of all debris from work site.
541	Roadside Litter Removal	Cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash, and Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
543	Road Sweeping - Mechanical	Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
545	Edging and Sweeping	Removal of vegetation and debris from the curb, gutter, and sidewalk.

Agreement #:**Billing Period:**

Work Activity Number	Unit of Measure	Units Completed	Completion Date	Completion Date	Completion Date
484	Acre				
487	Acre				
492	Mile				
541	Acre				
543	Curb Mile				
545	Mile				

**EXHIBIT “C”
(RESOLUTION)**

ADOPT RESOLUTION 2024-R-160 authorizing the execution of the renewal agreement 2024-25 State Highway Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation for three (3) years.

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request for authorization to execute the renewal agreement FY 2024-25 for the State Highway Traffic Signal Maintenance and Compensation Agreement.

BACKGROUND

For many years the City of Palatka has cooperatively worked with the State of Florida to maintain the traffic signals on State roads which traverse through the City limits (SR 15, 19, and 20). The City agrees to maintain these traffic lights, pay for monthly electrical costs, and assume the cost of general maintenance (bulb replacement) and have ninety percent (90%) of the lights in operation on a regular basis. Maintenance of Mast Arms was added in 2015-16.

PROJECT ANALYSIS

The 2024/25 total contract amount for reimbursement is \$76,242.00. The revenue will be budgeted during the Fiscal Year 2024-2025 budget cycle in the following lines:

GL # 001-00-369-9-3001

GL # 001-09-541-3-4660

This is a \$2,160.00 increase over last year based on inflation.

Staff Recommendation

Adopt Resolution

ATTACHMENTS

1.	2024-R-160 Resolution execute 24-25 traffic signal maintenance agreement
2.	City of Palatka Exhibit A FY25
3.	City of Palatka Amendment FY25

RESOLUTION NO. 2024-R-160

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF THE 2024-25
STATE HIGHWAY TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT WITH THE
FLORIDA DEPARTMENT OF TRANSPORTATION; AND
PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, the City of Palatka, hereinafter referred to as the “Maintaining Agency,” first entered into a State Highway Traffic Signal Maintenance and Compensation Agreement (ARV57) with the State of Florida Department of Transportation, hereinafter referred to as “the FDOT,” on September 30 2022; and

WHEREAS, the FDOT finds it is necessary for the “Maintaining Agency” to execute and deliver to the FDOT the Agreement identified as “2024/25 State Highway Traffic Signal Maintenance and Compensation Agreement (ARV57) hereinafter referred to as Exhibit “A,” as attached hereto; and

WHEREAS, the total maintenance reimbursement for FY 24/25 is \$76.242.00 and

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

- 1. that the Mayor and the City Clerk are hereby authorized to execute and attest, on behalf of the City of Palatka, Florida, Exhibit A attached hereto and incorporated herein, to the Florida Department of Transportation (FDOT);
- 2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 12th day of September, 2024.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Reimbursement for Maintenance and Operation FY 2025

CITY OF PALATKA																		
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR15/20/100, (US17) REID ST. at 19TH ST.		\$5,720																\$5,720
SR15/20/100, (US17) REID ST. at 11TH ST.		\$5,720																\$5,720
SR15/20/100, (US17) REID ST. at SR20, 9TH ST.		\$5,720									\$127							\$5,847
SR15/20/100, (US17) REID ST. at 7TH ST.		\$5,720																\$5,720
SR15/20/100, (US17) REID ST. at 4TH ST.		\$5,720																\$5,720
SR15/20/100, (US17) REID ST. at 3RD ST.		\$5,720																\$5,720
SR15/20/100, (US17) REID ST. at 2ND ST.		\$5,720																\$5,720
SR15/20/100, (US17) REID ST. at MOSELEY AVE./20TH ST.		\$5,720																\$5,720
SR19 at ST. JOHNS AVE.		\$5,720																\$5,720
SR20, (CRILL AVE.) at PALM AVE.		\$5,720																\$5,720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Reimbursement for Maintenance and Operation FY 2025

CITY OF PALATKA																		
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR20, (CRILL AVE.) at ST. JOHNS AVE.		\$5,720																\$5,720
SR20, (CRILL AVE.) at 20TH ST. (MOSELEY AVE.)		\$5,720																\$5,720
SR20, (CRILL AVE.) at CR311 (HUSSON AVE.)		\$5,720																\$5,720
SR20, CRILL AVE. at S. 13TH ST.			\$975															\$975
SR20, CRILL AVE. at 18th St./ W. H. BEASLEY MIDDLE SCHOOL				\$780														\$780
									Total Lump Sum Amount*									\$76,242.00

* Amount paid shall be the Total Lump Sum *(minus any retainage or forfeiture)*.

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$76,242.00

Maintaining Agency

Date

District Traffic Operations Engineer

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

750-010-24a
TRAFFIC OPERATIONS
04/23
Page 1 of 1

CONTRACT NO. ARV57
FINANCIAL PROJECT NO. 41353318811
F.E.I.D. NO. F596000401002
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Palatka, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

City of Palatka, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

ADOPT RESOLUTION 2024-R-173 authorizing execution of the Florida Department of Emergency Management (FDEM) 4486-106-R Modification to Grant Agreement H0977 for the City of Palatka - Wind Retrofit of the Palatka Fire Station - Moody Road (increase in grant funding of \$175,000).

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

FDEM is asking the City to enter into a modification to the Wind Retrofit Palatka Moody Rd Fire Station Grant Agreement because they are increasing the amount of funding.

BACKGROUND

The City applied to the Hazard Mitigation Grant Program for upgrades at Moody Road Fire Station consisting of providing protection by installing hurricane rated products to protect all exterior openings to mitigate issues that occurred during Hurricane Irma and to reduce and/or mitigate damage that might occur from severe weather events.

The original federal share for the project was \$113,128.20 and the City match was \$12,569.80.

PROJECT ANALYSIS

FDEM and the City Staff recommend modifying the Budget and Scope of Work by increasing the Federal funding by \$175,846.00 under the Agreement. If this is modified, the new federal share for the project will be \$287,655.30 and the City match will be \$31,961.70 for a grand total/project cost of \$319,617.00.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	Resolution
2.	Modification to be executed

RESOLUTION No. 2024-R-173

**A RESOLUTION OF THE CITY OF PALATKA,
AUTHORIZING THE EXECUTION OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT (FDEM)
4486-106-R MODIFICATION TO GRANT AGREEMENT
H0977 FOR THE CITY OF PALATKA - WIND RETROFIT
OF PALATKA FIRE STATION - MOODY ROAD; AND
PROVIDING FOR SCHRIVNER'S ERRORS.**

WHEREAS, the City applied to the Hazard Mitigation Grant Program for upgrades at Moody Road Fire Station consisting of providing protection by installing hurricane rated products to protect all exterior openings to mitigate issues that occurred during Hurricane Irma and to reduce and/or mitigate damage that might occur from severe weather events; and

WHEREAS, the original federal share for the PROJECT was \$113,128.20 and the local match was \$12,569.80; and

WHEREAS, the Division and the City intend to modify the Agreement; and

WHEREAS, the Division and the City intend to modify the Budget and Scope of Work by increasing the Federal funding by \$175,846.00 under the Agreement; and

WHEREAS, the new federal share for the project is \$287,655.30 and the local match is \$31,961.70 for a grand total, project cost of \$319,617.00.

WHEREAS, it is in the best interest of the City to execute grant agreement 4486-106-R MODIFICATION with FDEM for the City of Palatka - Wind Retrofit Palatka Fire Station.

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

1. the Mayor and the City Clerk are hereby authorized to execute and attest the FDEM 4486-106-R Grant Agreement modification;
2. the City Share of \$31,961.70 shall be pledged from the City of Palatka Better Place Fund, Fiscal Year 2024-2025;
3. the City Manager is authorized to sign project documents including time extensions for the duration of the grant;
4. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk;

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September 2024.

CITY OF PALATKA

BY: _____
ITS MAYOR

ATTEST

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Palatka
PROJECT #:	4486-106-R
PROJECT TITLE:	City of Palatka, Palatka Fire Department, Wind Retrofit
CONTRACT #:	H0977
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Chris Taylor Fire Chief 500 North Moody Road Palatka, Florida 32177

Enclosed is your copy of the proposed contract/modification between **City of Palatka** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 347-2420 or email me at Gabriella.Garofalo@em.myflorida.com.

Contract Number: H0977

Project Number: 4486-106-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF PALATKA**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Palatka, ("the Sub-Recipient") to modify Contract Number: H0977, dated October 24, 2023 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$113,886.95, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Budget and Scope of Work by increasing the Federal funding by \$175,846.00 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is amended to increase the Federal Funding by \$175,846.00, for the maximum amount payable under the Agreement to \$289,732.95, (Two Hundred Eighty-Nine Thousand Seven Hundred Thirty-Two and Ninety-Five Hundredths).
2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. 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.
5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
6. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF PALATKA

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to Fire Station #2, in Palatka, Putnam County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-106-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Palatka, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient shall provide wind protection to Fire Station #2, located at 500 North Moody Road in Palatka, Florida 32177. Coordinates (29.65416, - 81.679392).

The HMGP project scope of work proposes to protect the building envelope of Fire Station #2 by installing hurricane-rated products to unprotected building openings including all windows on the second floor, bay doors, and a single outswing steel door. The City of Palatka has confirmed that the existing storefront glass, windows on the first floor, and the training room door are compliant with current code requirements and not included as part of this scope of work. The fire station envelope is vulnerable to high-wind damage due to current unprotected building openings. The project intends to protect the integrity of the entire building and its contents from high winds and extreme weather.

Wind protections shall be provided on any other opening such as vents, louvers, and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer specifications.

The project shall provide protection against 144 MPH winds for Risk Category IV buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. Wind protection activities supporting a critical action shall also be protected to a height at or above the 500-year (0.2% annual chance) flood elevation.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-

Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

e) Proof of compliance with Project Conditions and Requirements contained herein.

- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments shall be applied to larger awards allowing smaller awards to be fully obligated. Obligations shall be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds shall be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as

payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing wind protection to Fire Station #2 located on North Moody Road in Palatka, Florida 32177, by installing hurricane-rated products to unprotected building openings including all windows on the second floor, bay doors, and a single outswing steel door.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer specifications.

The project shall provide protection against 144 MPH winds for Risk Category IV buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. Wind protection activities supporting a critical action shall also be protected to a height at or above the 500-year (0.2% annual chance) flood elevation.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
 - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
 - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

- 7) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement.

It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) The Sub-Recipient must provide the Division (FDEM) documentation of compliance with Florida Statutes 553.896 Mitigation grant program guidelines (as follows).

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is

registered in this state. **Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.**

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and shall be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-106-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on March 9, 2023; this Agreement was executed on October 24, 2023, and the Period of Performance for this project shall end on **January 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	3 Months
Permitting:	3 Months
Construction / Installation:	13 Months
Local Inspections / Compliance:	3 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	3 Months
Total Period of Performance:	34 Months

BUDGET**Line Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$227,798.00	\$205,018.20	\$22,779.80
Labor:	\$57,980.00	\$52,182.00	\$5,798.00
Fees:	\$18,620.00	\$16,758.00	\$1,862.00
Initial Agreement Amount:	\$304,398.00	\$273,958.20	\$30,439.80
***Contingency Funds:	\$15,219.00	\$13,697.10	\$1,521.90
Project Total:	\$319,617.00	\$287,655.30	\$31,961.70
****SRMC			
SRMC:	\$15,774.75	\$15,774.75	
SRMC Total:	\$15,774.75	\$15,774.75	

*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

*** **This project has an estimated \$15,219.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$15,774.75 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$287,655.30	(90.00%)
Non-Federal Share:	\$31,961.70	(10.00%)
Total Project Cost:	\$319,617.00	(100.00%)
SRMC (100% Federal)	\$15,774.75	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

- o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- o "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.
- o "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 state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		

ADOPT RESOLUTION 2024-R-175 authorizing the execution of a Scope & Service Agreement with Hanson Professional Services in the amount of \$28,000 to complete the Florida Department of Environmental Protection Operating Permit renewal application for the City of Palatka Reclamation Facility

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

The City of Palatka Reclamation Facility is required to have an active FDEP Plant Operating Permit in regards to the operation and requirements of the treatment facility. The current operating permit is set to expire on June 8, 2025.

Hanson Professional Services has been qualified by the City of Palatka to provide engineering services.

PROJECT ANALYSIS

They have provided the City with a Scope and Fee Proposal in an amount not to exceed \$28,000, to complete the FDEP Operating Permit renewal process. Staff concurs with the terms of the Proposal.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-r-175
2.	Hanson Proposal Reclamation Facility Permit Renewal

RESOLUTION 2024-R-175

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF A SCOPE AND FEE
PROPOSAL FROM HANSON PROFESSIONAL SERVICES
TO COMPLETE THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION PERMIT
APPLICATION TO RENEW THE RECLAMATION
FACILITY’S OPERATING PERMIT, AND PROVIDING
FOR SCRIVENER’S ERRORS**

WHEREAS, the City of Palatka Reclamation Facility is required to have an active FDEP Plant Operating Permit in regards to the operation and requirements of the treatment facility; and
WHEREAS, the current operating permit is set to expire on June 8, 2025; and

WHEREAS, Hanson Professional Services has been qualified by the City of Palatka to provide engineering services; and

WHEREAS, Hanson Professional Services has provided the City with a Scope and Fee Proposal in an amount not to exceed \$28,000, to complete the FDEP Operating Permit renewal process; and

WHEREAS, staff concurs with the terms of the Proposal; and

WHEREAS, the Palatka City Commission deems it reasonable and necessary to enter a Scope and Fee Agreement with Hanson Professional Services for said Permit Renewal in order to keep the Reclamation Facility in compliance.

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

1. The Mayor and City Clerk are hereby authorized to execute and attest the Hanson Professional Services Scope and Fee Proposal in an amount not to exceed \$28,000 to complete the Palatka Reclamation Facility FDEP Operating Permit renewal application; and
2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September 2024.

CITY OF PALATKA

BY: ITS MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

August 14, 2024

**SCOPE OF SERVICES
WASTEWATER TREATMENT PLANT
OPERATING PERMIT RENEWAL**

CITY OF PALATKA, FLORIDA

PROJECT DESCRIPTION

The City of Palatka (City) is required to prepare and submit an application for renewal of the operating permit for its wastewater treatment facility. The existing operating permit will expire on June 8, 2025. In accordance with Rule 62-620.335, Florida Administrative Code (FAC), permittees who wish to continue to discharge subsequent to the expiration date of their existing wastewater permit shall submit an application for renewal no later than 180 days prior to the expiration of their current permit. As such, the renewal application should be received by the Florida Department of Environmental Protection (FDEP) on or before December 10, 2024. Therefore, time is of the essence to comply with the stipulated dates to allow preparation and submittal of the permit application and supporting documents.

In consideration of the above, the City is requesting Hanson Professional Services Inc. (Hanson) to provide professional services to prepare and submit the FDEP application on its behalf for renewal of the wastewater treatment facility operating permit (Project).

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

I. SCOPE OF SERVICES

The Project will consist of providing the following documents and coordination required for the referenced FDEP operating permit renewal application submittal.

1. FDEP Wastewater Facility Application Form 1 – General Information in accordance with Chapter 62-620, Florida Administrative Code (FAC). This includes all applicable information as listed in Items I through XIII, respectively.
 2. Wastewater Permit Application Form 2A for Domestic Wastewater Facilities in accordance with Chapter 62-620, FAC. This includes all applicable information as listed in Sections 1 through 9, respectively.
 3. Capacity Analysis Report in accordance with Rule 62-600.405, FAC. This will include the following key elements:
 - Service Area Description
 - Historical Wastewater Characteristics
 - Facility Description
 - Flow Projections
 - Expansion Recommendations
-

Draft Report. Two (2) copies of the draft report will be submitted to the City for review. A progress meeting will be scheduled to review the draft report and discuss the City's comments.

Final Report. Five (5) copies of the final report incorporating the City's comments as agreed to by the above progress meeting will be furnished to the City.

4. Compile and report results of Whole Effluent Biological Toxicity Testing (provided by others) in accordance with the FDEP Guide to Permitting Wastewater Facilities or Activities under Chapter 62-620, FAC.
5. Reuse Operating Protocol Summary Report, which will include the following key element:
 - Review the existing operating protocol and update the parameters and set points as necessary to comply with reclaimed water limitations.

Draft Report. Two (2) copies of the draft report will be submitted to the City for review. A progress meeting will be scheduled to review the draft report and discuss the City's comments.

Final Report. Five (5) copies of the final report incorporating the City's comments as agreed to by the above progress meeting will be furnished to the City.

6. Operation and Maintenance Performance Report in accordance with Rule 62-600.735, FAC. This will include the following key elements:
 - Certification
 - Introduction and History of the Facility
 - Treatment Processes and Facilities
 - Effluent Disposal

Draft Report. Two (2) copies of the draft report will be submitted to the City for review. A progress meeting will be scheduled to review the draft report and discuss the City's comments.

Final Report. Five (5) copies of the final report incorporating the City's comments as agreed to by the above progress meeting will be furnished to the City.

7. Prepare up to two (2) written responses to the FDEP's request for additional information (RAI). This includes limited preparation of supporting documentation beyond that presented in the Project Description.
8. Miscellaneous telephone conversations and correspondence with City staff and FDEP staff in executing the scope of services.
9. Draft Permit Review meeting and comment responses to FDEP and City.

II. RESPONSIBILITIES OF CITY AND/OR OTHERS

1. Permit application fees.
2. Laboratory analytical sampling and analysis fees for all effluent and/or other biological parameters required for permit application submittal.
3. Facility performance/historical data required for supporting document(s) preparation.
4. Coordinating site access and facility tours.

III. PERIOD OF SERVICE / COMPENSATION AMOUNT

Period of service and compensation amount is based upon achieving final permit approval prior to March 31, 2025.

Charges for professional services performed by Hanson for all services listed in the Scope of Services will be made on the basis of a \$28,000.00 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.

Terms and conditions in executing the proposed scope of services presented herein will be in accordance with the City-Hanson Master Consulting Services Agreement, dated January 18, 2022.

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

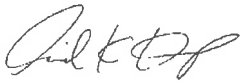
PROPOSED BY CONSULTANT:

Hanson Professional Services Inc.



Daryl R. Myers, PE
Project Manager

Approved by:



Signature

David K. Kemp, PE
Name

Vice President
Title

8/14/2024
Date

ACCEPTED BY OWNER:

City of Palatka, Florida
Owner Name

Signature

Title

Date

Attest:

Signature

Name

Title

Date

**EXHIBIT A
CITY OF PALATKA
CONTRACT FEE SUMMARY
WWTP OPERATING PERMIT RENEWAL**

PART I - GENERAL

1. Project WWTP Operating Permit Renewal	2. Work Authorization TBD
3. Consultant Name Hanson Professional Services Inc	4. Date of Proposal 8/14/2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTALS
Project Director	\$ 255.00	0	\$ -	
Project Manager	\$ 220.00	13	\$ 2,860.00	
Sr. Engineer	\$ 185.00	17	\$ 3,145.00	
Engineer	\$ 140.00	92	\$ 12,880.00	
Sr. Designer	\$ 145.00	16	\$ 2,320.00	
CADD Technician	\$ 95.00	37	\$ 3,515.00	
Sr. Clerical	\$ 80.00	9	\$ 720.00	
Total Direct Labor	\$ 138.26	184	\$ 25,440.00	
Subtotal Direct Labor				\$ 25,440.00

PART III - OTHER COSTS

6. Miscellaneous Direct Costs		
Mileage, Shipping, Printing, Misc Other	\$ 2,560.00	
MISCELLANEOUS DIRECT COSTS SUBTOTAL	\$ 2,560.00	\$ 2,560.00
7. Subcontracts (Lump Sum)		
	\$ -	
SUBCONTRACTS (LUMP SUM) SUBTOTAL		\$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, and 7)		\$ 28,000.00
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)	\$ 28,000.00
---	---------------------

OPERATING PERMIT RENEWAL

CONSULTANT NAME: Hanson Professional Services Inc
 ESTIMATOR NAME: Daryl Myers
 DATE: 8/14/2024

PROJECT NAME: WWTP Operating Permit Renewal
 FROM:
 TO:

TASK ITEM		SCALE 1"=	UNIT	NO. OF UNITS	NO. OF SHEETS	HRS PER UNIT	TOTAL STAFF-HOURS	COMMENTS
1	WWTP Operating Permit Renewal							
	Data Collection		LS	1		8	8	
	Application Forms 1 & 2A		LS	1		16	16	
	Capacity Analysis Report		LS	1		48	48	
	Operation & Maintenance Report		LS	1		48	48	
	Reuse Operating Protocol		LS	1		16	16	
	Toxicity Analysis Report		LS	1		12	12	
	Stormwater Pollution Prevention Plan		LS	1		8	8	
	Response to Request for Additional Information		LS	2		12	24	
	Draft Permit Review		LS	1		4	4	
				Task 1 Subtotal			184	
GRAND TOTALS							184	

PRIME CONSULTANT
ESTIMATE OF WORK EFFORT, FEE AND EXPENSES

CONSULTANT: Hanson Professional Services Inc										PROJECT NAME: WWTP Operating Permit Renewal															
RFP NUMBER: TBD										FROM: 0 TO: 0															
ESTIMATOR NAME / DATE: Daryl Myers 8/14/2024										PROJECT LENGTH:															
TASK ITEM	Project Director			Project Manager			Sr. Engineer			Engineer			Sr. Designer			CADD Technician			Sr. Clerical			TOTAL HOURS BY ACTIVITY	SALARY COST BY ACTIVITY		
	RATE = \$	255.00		RATE = \$	220.00		RATE = \$	185.00		RATE = \$	140.00		RATE = \$	145.00		RATE = \$	95.00		RATE = \$	80.00					
	STAFF			STAFF			STAFF			STAFF			STAFF			STAFF			STAFF						
	HOURS			HOURS			HOURS			HOURS			HOURS			HOURS			HOURS						
	LABOR			LABOR			LABOR			LABOR			LABOR			LABOR			LABOR						
	COST			COST			COST			COST			COST			COST			COST						
1	WWTP Operating Permit Renewal	0	\$	-	13	\$	2,860.00	17	\$	3,145.00	92	\$	12,880.00	16	\$	2,320.00	37	\$	3,515.00	9	\$	720.00	184	\$	25,440.00
PROJECT TOTALS		0	\$	-	13	\$	2,860.00	17	\$	3,145.00	92	\$	12,880.00	16	\$	2,320.00	37	\$	3,515.00	9	\$	720.00	184	\$	25,440.00

ADOPT RESOLUTION 2024-R-86 authorizing the execution of a Federal Aviation Administration (FAA) grant agreement 3-12-0061-039-2024 \$137,025 (90%), and Florida Department of Transportation (FDOT) grant FM#425171-7 in the amount of \$15,000 (10%) for a total project cost \$152,025 to conduct an AGIS Survey and Exhibit A Property Map (required for the Airport Master Plan Update).

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request approval to execute grant agreements with FAA and FDOT for the AGIS Survey and Exhibit A Property Map at the Palatka Kay Larkin Airport.

BACKGROUND

An AGIS Survey and Exhibit A Property Map is required for the Airport Master Plan Update. The FAA and FDOT have agreed to fund the project. The total project cost is \$152,025 with FAA funding \$137,025 (90%) and FDOT funding \$15,000 (10%).

PROJECT ANALYSIS

General Ledger lines involved are: 005-05-542-8-6319 - FAA AGIS, 005-05-542-8-6320 - FDOT AGIS,
005-00-389-3-8931 - FAA AGIS, 005-00-389-2-8932 - FDOT AGIS

Staff Recommendation

Adopt Resolution

ATTACHMENTS

1.	2024-R-86_FEDERAL_AVIATION_ADMINISTRATION_FOR_AN_AGIS_SURVEY_AND_EXHIBIT_A_PROPE RTY_MAP
2.	FAA 3-12-0061-039-2024 AGIS Survey Agreement
3.	28J-SOG-3-12-0061-039-2024-FDOT Grant Agreement

RESOLUTION NO. 2024-R-86

**A RESOLUTION OF THE CITY OF PALATKA,
AUTHORIZING THE EXECUTION OF A FEDERAL
AVIATION ADMINISTRATION (FAA) AIRPORT
GRANT AGREEMENT WITH A SCHEDULED FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT)
MATCH FOR AN AGIS SURVEY AND EXHIBIT ‘A’
PROPERTY MAP FOR THE PALATKA MUNICIPAL
AIRPORT; AND PROVIDING FOR SCRIVENER’S
ERRORS**

WHEREAS, the FAA is requiring the Palatka Municipal Airport to complete an AGIS Survey and Exhibit A Property Map to meet SOP 3.0 standards; and

WHEREAS, the total cost for the above-described project is \$152,250.00 with the FAA funding \$137,025 (90%) and FDOT committed to funding \$15,225.00 (10%) of the project requiring no match by the City of Palatka; and

WHEREAS, the Federal Aviation Administration has provided a Grant Agreement to the City of Palatka for the above project; and

WHEREAS, the FDOT has committed to an Agreement to the City of Palatka for the above project in the amount of \$15,225; and

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

NOW THEREFORE, be it resolved as follows:

1. the Mayor and the City Clerk are hereby authorized to execute and attest the FAA and FDOT Agreements on behalf of the City of Palatka for conducting an AGIS Survey and Exhibit A Property Map at the Palatka Municipal Airport.
2. the City Manager is hereby authorized to sign requests for contract time extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project; and
3. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

August 5, 2024

Roberta Correa
Mayor
City of Palatka
4015 Reid Street
Palatka, FL 32177-2529

Dear Ms. Correa:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0061-039-2024 at Palatka Municipal - Lt Kay Larkin Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses**

consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Scott Carraro, (407) 487-7222, scott.w.carraro@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


 Juan C. Brown (Aug 5, 2024 09:14 EDT)

Juan C. Brown
 Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 5, 2024
Airport/Planning Area	Palatka Municipal - Lt Kay Larkin Field Airport
Airport Infrastructure Grant Number	3-12-0061-039-2024
Unique Entity Identifier	MHECM2CHHAD1
TO:	City of Palatka

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 09, 2024, for a grant of Federal funds for a project at or associated with the Palatka Municipal - Lt Kay Larkin Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Palatka Municipal - Lt Kay Larkin Field Airport (herein called the "Project") consisting of the following:

Conduct Airport Geographic Information Systems (AGIS) Survey

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$137,025.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

- \$137,025 for planning
- \$0 for airport development or noise program implementation; and,
- \$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 16, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
- ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 1, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements

will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

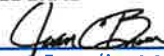
30. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the Sponsor may be required to repay that portion of this Grant related to survey work.
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Juan C. Brown (Aug 5, 2024 09:14 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Palatka

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

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

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It 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 Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor 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.
- i. The sponsor 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.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The City of Palatka, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 09, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

August 5, 2024

Roberta Correa
Mayor
City of Palatka
4015 Reid Street
Palatka, FL 32177-2529

Dear Ms. Correa:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0061-039-2024 at Palatka Municipal - Lt Kay Larkin Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

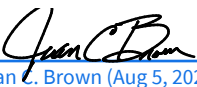
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Scott Carraro, (407) 487-7222, scott.w.carraro@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


[Juan C. Brown \(Aug 5, 2024 09:14 EDT\)](#)

Juan C. Brown
 Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 5, 2024

Airport/Planning Area Palatka Municipal - Lt Kay Larkin Field Airport

Airport Infrastructure Grant
Number 3-12-0061-039-2024

Unique Entity Identifier MHECM2CHHAD1

TO: City of Palatka

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 09, 2024, for a grant of Federal funds for a project at or associated with the Palatka Municipal - Lt Kay Larkin Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Palatka Municipal - Lt Kay Larkin Field Airport (herein called the "Project") consisting of the following:

Conduct Airport Geographic Information Systems (AGIS) Survey

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$137,025.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$137,025 for planning

\$0 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 16, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated April 1, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements

will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

30. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected in the Airports Data Information Portal (ADIP) meeting FAA requirements within four (4) years from the date of grant execution, then the Sponsor may be required to repay that portion of this Grant related to survey work.
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



Juan C. Brown (Aug 5, 2024 09:14 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Palatka

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

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

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It 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 Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor 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.
- i. The sponsor 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.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Palatka, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 09, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ADOPT RESOLUTION 2024-R-170 authorizing the execution of Passero Associates Work Order No. 2024-73B for the AGIS Survey and Exhibit 'A' Airport Property Inventory Map Project (not to exceed amount of \$147,750) upon execution of the FAA and FDOT project grant agreements (100% grant funded by FAA & FDOT).

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request authorization to execute a WO with Passero to administer the AGIS Survey and Property Inventory Map for the Palatka Municipal Airport.

BACKGROUND

This project consists of completing an AGIS Survey and Exhibit 'A' Airport Property Map meeting FAA standards. This work will be performed in conjunction with the Airport Master Plan Update project which is included separate from this scope of work.

PROJECT ANALYSIS

Passero will provide planning services for the Completion of an AGIS survey and Exhibit 'A'; Airport Property Inventory Map for the Palatka-Kay Larkin Airport in an amount not to exceed \$147,750. The Exhibit A will be prepared based on the FAA's Standard Operating Procedures 3.00 checklist and in accordance with FAA's most current Advisory Circulars. Passero will submit a completed copy to FAA upon completion.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-170 authorizing the execution of Pasero Associates Work Order No 2024-73B AGIS Survey
2.	WO 2024-73B

RESOLUTION No. 2024-R-170

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF PASSERO
ASSOCIATES WORK ORDER # 24-73B FOR THE
COMPLETION OF AN AGIS SURVEY AND EXHIBIT ‘A’
AIRPORT PROPERTY MAP; PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, Passero Associates was named a short-listed firm for non-exclusive Continuing Services Contracts as needed in RFQ 2021-01, as adopted by City of Palatka on April 22, 2021;

WHEREAS, Passero Associates, has proposed work order # 24-73B in an amount not to exceed \$147,750 for the coordination, Study Design, Preparation of Exhibit A, AGIS Survey, and Special Services (Aerial Mapping, Property Title Search, Professional Land Surveyor; and

WHEREAS, the City deems it reasonable and necessary to enter into a Work Order Agreement with Passero Associates for the said **Project**.

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

1. the City Manager and City Clerk and their successors are hereby authorized to execute and attest Passero & Associates Work Order 24-73B in an amount not to exceed \$147,750 for the **Project**.
2. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September 2024.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Planning Phase Services

For

Airport Geospatial Information Systems (AGIS) Survey and Exhibit 'A' Airport Property Inventory Map

by

Passero Associates, LLC

(Passero Project No. 24000010.073B)

Work Order 24-73B

Work Order 24-73B
City of Palatka, Palatka, Florida
Planning Phase Services

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Palatka, dated May 24, 2024, of which all terms and conditions are incorporated herein by reference.

Project Location: Palatka Municipal Airport, 4015 Reid St., Palatka, FL 32177.

Project Description: This project consists of completing an AGIS Survey and Exhibit 'A' Airport Property Map meeting FAA standards. This work will be performed in conjunction with the Airport Master Plan Update project which is included separate from this scope of work.

Scope of Basic Services: Provide planning phase services (See Schedule A Scope of Work).

Client Manager: Yul McNair, Airport Manager

PA Program Manager: Bradley Wentz, P.E.

PA Project Manager: Matt Singletary, P.E.

<u>Basic Services Compensation & Method of Payment:</u> (See Schedule B)	Not-to-Exceed	\$ 26,550.00
<u>Special Services Compensation & Method of Payment:</u> (See Schedule B)	Not-to-Exceed	\$ 121,200.00
<u>Total Project Cost:</u>	Not-to-Exceed	\$ 147,750.00

Schedule and Meetings: See Schedule A Scope of Work, attached.

Deliverables: 1. Exhibit 'A' Airport Property Map.
2. AGIS Survey

"Consultant"
Passero Associates. LLC
Signed by:
BY: Bradley J. Wentz
Bradley J. Wentz 6E57873F5463471...
Typed Name

Title: Vice President

ATTEST:
Signed by:
BY: Angela Wentz
Angela Wentz DA6F1FF9B3A7494...
Name, Title

Date: August 28, 2024

"Client"
City of Palatka, Florida

BY: _____
Typed Name

Title: _____

ATTEST:

BY: _____
Name, Title

Date: _____

SCHEDULE A – SCOPE OF SERVICES PALATKA-KAY LARKIN AIRPORT

Airport Geospatial Information Systems (AGIS) Survey and Completion of the Exhibit ‘A’ Airport Property Inventory Map

INTRODUCTION

The Consultant (Passero Associates), on behalf of the Sponsor (the City of Palatka), will provide planning services for the Completion of an AGIS Survey and Exhibit ‘A’ Airport Property Inventory Map (Exhibit A) for the Palatka-Kay Larkin Airport (28J). The current Property Map was included with the FAA conditionally approved ALP in 2012, with pen and ink changes in 2024. An orthorectified aerial, Civil 3D planimetrics, and an Exhibit A drawing will be the final products of this project.

The Federal Aviation Administration (FAA) will review the submissions (i.e., Exhibit A and AGIS Survey) and provide an approval of the Exhibit A and will also coordinate with the Consultant in uploading the AGIS Survey to the FAA AGIS database.

The Exhibit A will be prepared based on the FAA’s Standard Operating Procedures (SOPs) 3.00 *checklist Standard Operating Procedure for FAA Review of Exhibit ‘A’ Airport Property Inventory Maps*, dated October 1, 2013. In addition, the AGIS Survey will be completed in accordance with the following most current FAA Advisory Circulars (ACs):

- AC 150/5300-16B, *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*;
- AC 150/5300-17C, *Standards for Using Remote Sensing Technologies in Airport Surveys*;
- AC 150/5300-18B, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*.

The Consultant will submit a completed copy of the FAA SOP 3.00 checklist with the submission of the Exhibit A to the FAA.

I. TASKS

Task 1 – Study Design

This task develops the work scope, project organization, time schedule of events and labor and expense cost breakdown for this project. Through extensive coordination with the Sponsor and Airport staff, the Consultant has developed a work scope specifically for 28J for the completion of an FAA AGIS Survey and an Exhibit A.

Product: The scope of services and the products of this task.

Task 2 – Preparation of the Exhibit A

The Consultant will work with two subconsultants to help prepare the Exhibit A. These subconsultants will be responsible for performing a Title Search on all property owned by the Sponsor within the property boundary of 28J. In addition, the subconsultants will work with the Sponsor to obtain all property deeds and records to prepare the

Exhibit A, as outlined in **Schedule C**. The Exhibit A will be prepared in accordance with the FAA SOP 3.00 Checklist and will include the completed Checklist with the final Exhibit A deliverable.

Product: Exhibit ‘A’ Airport Property Inventory Map (Exhibit A) and completed FAA SOP 3.00 checklist.

Task 3 – AGIS Survey

As outlined in **Schedule D**, the Consultant will hire a subconsultant to obtain new color digital orthorectified aerial of Airport property and adjacent property within the vicinity of the Airport. The subconsultant will develop a base file of AutoCAD Civil 3D planimetrics and obtain a digital elevation model of airport property. Lastly, the subconsultant will obtain potential airspace obstructions within the immediate airfield environment and approach/departure zones for use in airspace analysis.

Product: Digital Ortho-photo, base file creation of AutoCAD Civil 3D airfield planimetrics and terrain modeling, and potential approach/departure obstructions.

Task 4 – Meetings, Presentations and Coordination

No more than five project coordination/review meetings are anticipated for this project. Please note that some or all of these meetings will be held virtually via Microsoft Teams. These anticipated meetings include the following:

- Meeting 1: Kickoff Meeting with the Sponsor and project team for the preparation of the Exhibit A.
- Meeting 2: Kickoff meeting with the Sponsor and the project team for the AGIS Survey.
- Meeting 3: Project update on the Exhibit A task.
- Meeting 4: Project update for the AGIS Survey task.
- Meeting 5: Discussion of FAA comments on the FAA AGIS and the Exhibit A.

II. SPECIAL SERVICES

To accomplish the scope of services outlined above the following required special services will be provided.

- Aerial Mapping – Digital Ortho-Photo and obstruction survey (Woolpert).
- Property Title Search – Obtaining historic title and records for City owned property at 28J (Landmark Title).
- Professional Land Surveyor – Preparation of the Exhibit A (Southeast Surveying)

III. BASIC ASSUMPTIONS

The following is a list of assumptions which forms the basis of the cost for providing these services. It must be noted that any change to these assumptions constitutes a change in the project scope possibly requiring additional fee.

1. The Sponsor and airport staff will be responsible for providing the following:
 - Survey information of current facilities, elevations of adjacent buildings, trees, etc.
 - Property, boundary, easement, right-of-way, topographic and utility surveys
 - Zoning, deed and other land use information
2. The Sponsor will provide for and/or arrange access to and make provisions for the Consultant and subconsultants to enter upon public and private property for performance of the Scope of Work.

End of Scope of Services

ADOPT RESOLUTION 2024-R-177 authorizing the execution of a Florida Department of Transportation (FDOT) grant agreement FM#446214-1-28J in the amount of \$285,000 to conduct an Airport Master Plan and Layout Plan at Kay Larkin Airport.

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request approval to execute grant agreement with FDOT for the Airport Master Plan and Layout Plan at the Palatka Kay Larkin Airport.

BACKGROUND

A Master Plan and Layout Plan is required for the Kay Larkin Airport. The FDOT has agreed to fund the project. The total project cost is \$285,000 with FDOT funding 100% of the cost.

PROJECT ANALYSIS

General Ledger lines involved are:

005-05-542-8-6321

005-00-389-3-7500

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-177_FDOT Master Plan and Layout Plan FOR_THE_PALATKA_MUNICIPAL_AIRPORT
2.	FDOT FM#446214-1 - 28J Master Plan grant agreement

RESOLUTION NO. 2024-R-177

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF A FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT) GRANT
AGREEMENT FM#446214-1-28J FOR AIRPORT MASTER
PLAN AND LAYOUT PLAN; AND PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, the FDOT has awarded a Public Transportation Grant Agreement with the City of Palatka for the above project identified as F.P. Number 446214-1-28J in the amount of \$285,000 and;

WHEREAS, the total project cost for the above project is \$285,000, with the FDOT funding 100% of the total eligible cost; and

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

NOW THEREFORE, be it resolved as follows:

- 1. the project is to be funded in Fiscal Year 2024-2025.
- 2. the Palatka City Commission confirms and approves the City of Palatka grant agreement with FDOT for the Master Plan and Layout Plan (the PROJECT); and
- 3. the Mayor and City Clerk of the City of Palatka is hereby authorized to execute the FDOT grant agreement associated with the above referenced PROJECT.
- 4. the City Manager is hereby authorized to sign requests for Contract Time Extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project; and
- 5. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September, 2024.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 446214-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A Agency SAM/UEI Number:	DPTO	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000401002
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency SAM/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 LT KAY LARKIN APT MASTER PLAN UPDATE, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2027. 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.

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9. Project Cost:

- a. The estimated total cost of the Project is \$285,000. 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 \$285,000 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:

☒ 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,

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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

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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

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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 10% 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.

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- 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.

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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

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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

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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

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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

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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.

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- 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. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- 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

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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

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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.

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- 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:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

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 LT KAY LARKIN APT MASTER PLAN UPDATE

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, and all labor and incidentals required to develop the project working papers, forecasts, draft and final master plan and ALP documents in accordance with FAA Advisory Circular (AC) 150/5070-6B, Airport Master Plans and the Florida Department of Transportation (FDOT) Guidebook for Airport Master Planning. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

MASTERPLAN/ALP (2012) - UPDATE (2025)

FAA DISCLAIMER:
FAA's approval of this Airport Layout Plan (ALP) represents acceptance of the general location of future facilities depicted. During the preliminary design phase, the airport owner is required to submit to the FAA for approval the final building rights and exterior finish of structures. FAA's concern is obstructions, noise or electronic aids or reference effects on controller view of airport approach and ground movement areas which could adversely affect the safety, efficiency or utility of the airport.



ALP REVISIONS

NO.	DESCRIPTION	DATE
1	INITIAL ALP	2012
2	REVISION 1	2013
3	REVISION 2	2014
4	REVISION 3	2015
5	REVISION 4	2016
6	REVISION 5	2017
7	REVISION 6	2018
8	REVISION 7	2019
9	REVISION 8	2020
10	REVISION 9	2021
11	REVISION 10	2022
12	REVISION 11	2023
13	REVISION 12	2024
14	REVISION 13	2025

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



Passero Associates
1001 E. 1st Street, Suite 100
Palatka, Florida 32177
Phone: 888-888-8888
Fax: 888-888-8888
Email: info@passeroassociates.com

AIRPORT LAYOUT PLAN

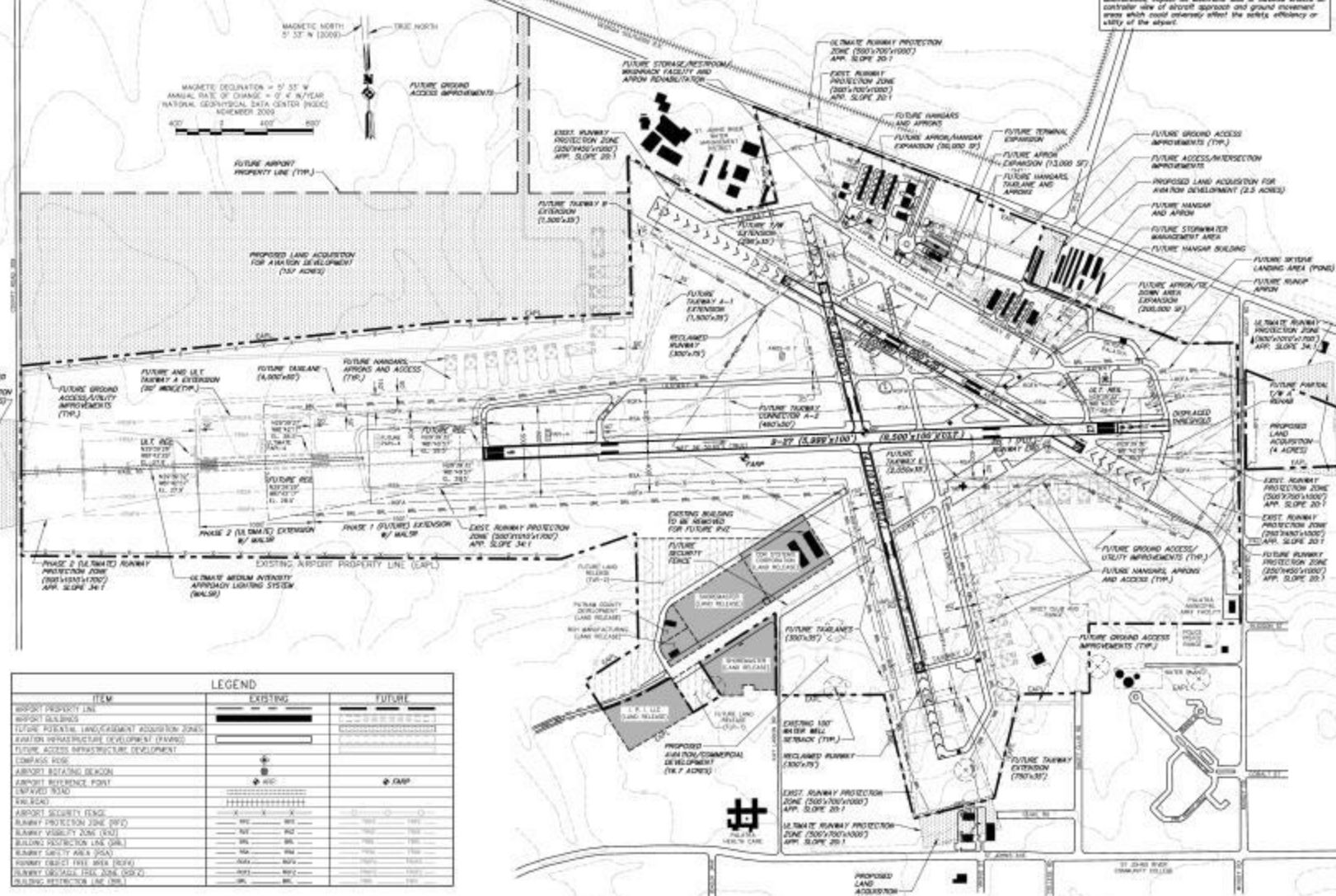
Airport Master Plan Update
Palatka Municipal Airport

Project No. 24010.14
Sheet No. 3

Project No. 24010.14
Sheet No. 3

Project No. 24010.14
Sheet No. 3

Project No. 24010.14
Sheet No. 3



ITEM	EXISTING	FUTURE
AIRPORT PROPERTY LINE	---	---
AIRPORT BUILDING	---	---
FUTURE PROJECT LANDSCAPE ACQUISITION ZONES	---	---
EXISTING INFRASTRUCTURE DEVELOPMENT (PAVED)	---	---
FUTURE ACCESS INFRASTRUCTURE DEVELOPMENT	---	---
COMPASS ROSE	---	---
AIRPORT ROTATING BEACON	---	---
AIRPORT REFERENCE POINT (SURVEY TOWER)	---	---
WIND ROSE	---	---
AIRPORT SECURITY FENCE	---	---
RUNWAY PROTECTION ZONE (RPPZ)	---	---
TAXIWAY PROTECTION ZONE (TPPZ)	---	---
BUILDING PROTECTION LINE (BPL)	---	---
RUNWAY SAFETY AREA (RSA)	---	---
RUNWAY CLEARANCE AREA (RCA)	---	---
RUNWAY DISREGARD AREA (RDA)	---	---
BUILDING DISREGARD AREA (BDA)	---	---
BUILDING RESTRICTION LINE (BRL)	---	---

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446214-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	\$285,000.00
Total Financial Assistance							\$285,000.00

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	\$285,000.00	\$0.00	\$0.00	\$285,000.00	100.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	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	\$285,000.00	\$0.00	\$0.00	\$285,000.00			

*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)	
---	--

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.

BARBARA CLOUD

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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

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

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

14. Operations and Maintenance.

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

15. Federal Funding Eligibility.

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

16. Project Implementation.

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

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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24. Noise Mitigation Projects. The Agency assures that it will:

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

- End of Exhibit E -

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EXHIBIT 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://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$285,000

*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>

ADOPT RESOLUTION 2024-R-178 authorizing the execution of Work Order 2024-73A with Passero & Associates for the Airport Master Plan and Airport Layout Plan in an amount not to exceed \$285,000 (100% grant funded).

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Passero Associates Work Order No. 2024-73A for the Airport Master Plan and Layout Plan (not to exceed amount of \$285,000) upon execution of the FDOT project grant agreement (100% grant funded by FDOT).

BACKGROUND

Passero Associates executed a renewal of a Master Consulting Services Agreement with the City of Palatka, dated May 24, 2024. The City desires to prepare and update the Airport Master Plan and Airport Layout Plan

PROJECT ANALYSIS

In accord with the terms of the aforementioned contract, has proposed Work Order # 24-73A in an amount not to exceed \$285,000 for the preparation and update to the Palatka-Kay Larkin Airport (28J) Airport Master Plan, Airport Layout Plan.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-178 authorizing the execution of Pasero Associates Work Order No 2024-73A Master Plan
2.	WO 2024-73A_v2 Executed

RESOLUTION No. 2024-R-178

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF PASSERO
ASSOCIATES WORK ORDER # 24-73A FOR THE UPDATE
TO THE AIRPORT MASTER PLAN AND AIRPORT
LAYOUT PLAN; AND PROVIDING FOR SCRIVENER'S
ERRORS**

WHEREAS, Passero Associates executed a renewal of a Master Consulting Services Agreement with the City of Palatka, dated May 24, 2024;

WHEREAS, Passero Associates, in accord with the terms of the aforementioned contract, has proposed Work Order # 24-73A in an amount not to exceed \$285,000 for the preparation and update to the Palatka-Kay Larkin Airport (28J) Airport Master Plan, Airport Layout Plan; and

WHEREAS, the City deems it reasonable and necessary to enter into a Work Order Agreement with Passero Associates for the said **Project**.

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

1. the Mayor and City Clerk and their successors are hereby authorized to execute and attest Passero & Associates Work Order 24-73A in an amount not to exceed \$285,000 for the **Project**.
2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September 2024.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Planning Phase Services

For

**Airport Master Plan Update
Airport Layout Plan Update**

by

Passero Associates, LLC

(Passero Project No. 24000010.073A)

Work Order 24-73A

Work Order 24-73A
City of Palatka, Palatka, Florida
Planning Phase Services

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Palatka, dated May 24, 2024, of which all terms and conditions are incorporated herein by reference.

Project Location: Palatka Municipal Airport, 4015 Reid St., Palatka, FL 32177.

Project Description: This project consists of completing an update to the Airport Master Plan and Airport Layout Plan.

Scope of Basic Services: Provide planning phase services (See Schedule A Scope of Work).

Client Manager: Yul McNair, Airport Manager

PA Program Manager: Bradley Wenthe, P.E.

PA Project Manager: Matt Singletary, P.E.

Basic Services Compensation & Method of Payment: \$ 260,000.00

Special Services Compensation & Method of Payment: (Task 2.1) \$ 25,000.00

Total Project Cost: Not-to-Exceed \$ 285,000.00

Schedule and Meetings: See Schedule A Scope of Work, attached.

Deliverables: 1. Airport Master Plan Update Report
2. Airport Layout Plan Set

"Consultant"
Passero Associates, LLC
BY: Bradley J. Wenthe
6F57873F5463471...
Bradley J. Wenthe
Typed Name
Title: Vice President

ATTEST: Signed by:
BY: Angela Witt
DA6F1FF9B3A7494...
Angela Witt, Grants/Contracts Administrator
Name, Title

Date: August 28, 2024

"Client"
City of Palatka, Florida
BY: _____
Typed Name
Title: _____

ATTEST:
BY: _____
Name, Title

Date: _____

SCHEDULE A – SCOPE OF SERVICES PALATKA-KAY LARKIN AIRPORT

Airport Master Plan Update, Airport Layout Plan Update

INTRODUCTION

The Consultant (Passero Associates), on behalf of the Sponsor (the City of Palatka), will prepare an update to the Palatka-Kay Larkin Airport (28J) Airport Master Plan, Airport Layout Plan (ALP). These documents will be developed in accordance with the Federal Aviation Administration's (FAA) Advisory Circulars 150/5070-6B, *Airport Master Plans*, and 150/5300-13B, *Airport Design*, as well as the Florida Department of Transportation's (FDOT) publication, *Guidebook for Airport Master Planning*.

The Master Plan Update will develop an inventory of the current facilities, present forecasts of growth, assess the need for facility improvements and additional development, and provide a plan, including cost estimates, for additional development or rehabilitation. The Consultant will recommend any changes to the existing facility needed to ensure consistency with FAA Advisory Circulars and guidelines/procedures. Specifically, the Consultant will comply with the Standard Operating Procedure (SOP) recently released by the FAA, *ARP SOP 2.00 Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*. The Consultant will also comply with FAA grant assurances that may apply to this work.

I. TASKS

Task 1 – Project Formulation

This task develops the work scope, project organization, time schedule of events and labor and expense cost breakdown for the study to be prepared. Through extensive coordination with the Sponsor and Airport staff, the Consultant has developed a work scope specifically for 28J which focuses on the most substantive issues and needs of the Airport, while remaining consistent with the guidance set forth in FAA Advisory Circular 150/5070-6B and FDOT guidance. A Technical Advisory Committee (TAC) consisting of airport and community stakeholders will be established by the Sponsor to guide the development of the master plan and support the consulting team as an engaged planning participant. As part of this task the Consultant will guide the TAC in a goal setting and visioning process as well as a subjective Strengths, Weaknesses, Opportunities, and Threats (SWOT) assessment.

Product: The scope of services and identification of goals and objectives are the products of this task.

Task 2 – Inventory of Existing Conditions

Task 2.1 – Economic Growth and Revenue Enhancement

Passero will work with a subconsultant that specializes in airport economic growth planning, land valuation and development opportunities and revenue enhancement recommendations. This task will provide multiple benefits to the Steering Group and the future of the Airport, including recommendations for both aeronautical and non-aeronautical land, land uses and facilities.

Task 2.2 – Surveying and Mapping, and Exhibit A Airport Property Map Deliverable

As a part of another project, the Consultant will hire a specialty subconsultant to obtain new color digital orthorectified aerial of Airport property and adjacent property within the vicinity of the Airport. The subconsultant will develop a base file of airport planimetric detail and obtain a digital elevation model of airport property. The Consultant will obtain a digital collarless USGS quad maps for the Airport area. Lastly, the subconsultant will identify and provide obstacle

information (e.g., trees, poles, building roofs, etc.) within the immediate airfield environment and approach/departure zones for use in airspace analysis.

In addition, and also a part of another project, the Consultant will hire a team of additional specialty subconsultants to complete the Exhibit A Airport Property Inventory Map, which will be included in the final submittal of the ALP.

Product: Digital Ortho-photo, base file creation of airfield planimetric detail and terrain modeling, digital collarless USGS quad map acquisition, obstacle data, and Exhibit A Airport Property Map.

Task 2.3 - Inventory

This task consists of creating a compilation of Airport and airfield facilities, including economic, financial, and community information deemed necessary by the Consultant in order to establish a baseline condition for the study. A three-step procedure will be used in completion of the task: Data Collection, Analysis and Coordination, and Data Reporting. The first step, Data Collection, relates directly to assembling available information. Data Analysis and Coordination involves the interpretation and extrapolation of the various data sources to examine the strength of correlational coefficients between data points where relationships may be expected.

The Consultant will assist the Sponsor with an inventory questionnaire to obtain and verify data prior to performing the on-site inventory assessment. Specifically, the following data will be collected from the Sponsor, online sources, the FAA, and FDOT:

1. Collection and Review of Existing Plans, Studies and Drawings

- Florida Aviation System Plan (FASP) Reports for 28J.
- National Plan of Integrated Airport Systems (NPIAS).
- Previous Airport Master Plans.
- Environmental Assessments or Impact Studies.
- As-Built and/or Construction drawings/plans completed since the last Master Plan.
- Any other studies/reports accomplished specifically for or relevant to the Airport since the last Master Plan.
- Available Geospatial data for Airport area (multiple sources, Federal/State agencies, County, City, others).

2. Airport Facility Information

- Runway System
- Taxiway/Taxilane System
- Aprons
- Tie downs
- Fuel Farms Fuel Flowage – Gallons of fuel sold annually
- FBO and other Airport Tenants
- Airport Property Holdings

3. Collection of Historical Aviation Activity Data

Historical aviation activity data will be obtained, reviewed, and updated with the latest available statistics. Data collection will include general aviation activity and peaking characteristics where appropriate.

- Based Aircraft
- Aircraft Operational Data
 - Fleet Mix
 - Number and type of operations from Air Traffic Control Tower (ATCT)
 - Runway utilization
 - Existing noise abatement procedures (if any)
 - Ground run-ups and maintenance activities (if any)
 - Airspace and air traffic limitations and operational constraints
 - Day/night usage
 - VFR and IFR operations.

4. Socioeconomic Data

Population, income, and employment data will be obtained from appropriate local agencies or data clearinghouses.

5. Comprehensive Planning Data

The Consultant will work with the Sponsor and use online City sources to obtain the following data:

- Existing and Future Land Use and Zoning Maps.
- Existing Zoning Ordinances
- Building Codes
- Near-/On-Airport utilities

6. Preliminary Environmental Data

Using online State and Federal resources, the Consultant will get the following information:

- Wind data from 28J's AWOS-III, or other nearby FAA approved weather reporting stations as necessary to compile a 10-year weather history.
- Wetlands
- Floodplains
- Any other pertinent environmental data that becomes available.

Product: Information from the tasks above will be summarized describing the existing airport facilities, airspace, surrounding properties, historical aviation activities and community trends, and potential environmental constraints to development. Upon completion of this task, the Inventory of Existing Conditions chapter will be drafted for the Airport. This chapter will be included in the submission of **Working Paper 1**.

Task 3 – Forecast of Aeronautical Demand

This task involves reviewing previous forecasts and preparing a revised forecast which will provide short (0-5 year), intermediate (6 to 10 year) and long (11 to 20 year) range projections of aviation demand for the Airport. The revised forecast shall form the basis of the other tasks in the Scope of Work including demand/capacity analysis, facility requirements, conceptual design and phasing, noise and land use analysis, and phasing. The following parameters will be forecast:

1. Based Aircraft by Type – The number of aircraft stored at 28J on an annual basis by the following category types of aircraft (single-engine piston, multi-engine piston, turboprop, jet, and rotor)
2. Aircraft Operations - Landings and take-offs performed by local and transient aircraft will be included in the forecast. General aviation movements will be forecast by the type of operation, as applicable (i.e. general aviation, air carrier, commuter, military, etc.).
3. Terminal Area Relationships – Peak-period activity will be forecasted based on historical data and trends.

Several different projections will be developed using the considerations listed above. From these projections, a preferred forecast will be selected. Whenever possible, additional forecasts will be derived from other forecasts.

Examples of these derivative forecasts include:

1. Based aircraft fleet mix
2. Aircraft Operations
3. General Aviation Passengers
4. Auto Parking
5. Peak period analysis

Annual aviation activity forecasts prepared by the Consultant will employ standard statistical modeling techniques, such as, trend-line analysis, market share analysis, and comparative analysis.

Lastly, a determination of critical aircraft for airport planning and design purposes will be identified based on historical and projected aircraft activity levels.

Product: At the completion of this task, a report chapter will be drafted. This chapter will be a combined narrative, graphic and tabular presentation that conveys the assumptions, techniques and results of the numerous analyses utilized by the Consultant. Once any necessary revisions have been made and the Sponsor approves, the final draft chapter will be distributed to the FAA, and FDOT as part of **Working Paper 1**.

Working Paper 1 will include the introduction, inventory of existing conditions, and aviation demand forecast chapters of the Master Plan report. FAA and FDOT review and approval of the forecasts will be requested.

Task 4 – Design Standards, Demand/Capacity Analysis, and Facility Requirements

This task will begin with a summation of the FAA design standards for the Airport. This analysis will be based on the most demanding aircraft expected to perform 500 or more annual operations at 28J (the “design/critical aircraft”).

Upon completion of the design standards review, a demand/capacity analysis will be completed. The objective of the capacity analysis is to determine the ability of existing facilities at the Airport to accommodate the planning activity levels. This analysis identifies facility deficiencies so that facility requirements can be determined.

The analysis will measure the existing capacity of various operational airport elements as follows:

1. **Airspace:** Consultant will refer to the latest edition of the FAA Jacksonville Sectional chart to identify airspace restrictions and noted obstructions. In addition, the Consultant will review the surveyed obstacle data. This data will be used for the obstruction analysis task per the FAA FAR Part 77, and the surfaces outlined in Chapter 3 of the FAA AC 150/5300-13B, *Airport Design*.
2. **Airfield:** The evaluation of the airfield will be based upon the FAA’s AC 150/5060-5, *Airport Capacity and Delay*. Both hourly capacity and Annual Service Volume (ASV) will be considered. Changes in the runway and taxiway system and potential capacity increases or reductions resulting from one or more of the above will be analyzed. In addition, a runway length analysis will be performed to ensure unrestricted operations by the critical aircraft can be facilitated at the airport.
3. **Landside:** Landside facility requirements will be analyzed by comparing the existing based fleet plus transient aircraft requirements with the amount of existing and planned facilities. These facilities include terminal space, hangars, apron space and auto parking.
4. **Support Facilities:** This analysis will evaluate such items as airport maintenance area, fuel farms, and other support functions to determine potential future requirements.
5. **Airport Access:** The capacity of existing and planned on-airport roadways including public use terminal area, and public use general aviation facilities will be determined.

Other elements which cannot be mathematically analyzed in a demand/capacity relationship but are necessary for the facility requirements analysis will include:

1. Approach and navigational aids
2. Airfield lighting, signage, and pavement marking
3. Airport security and fencing

Upon completion of the demand/capacity analysis, Facility requirements will be determined for each of the above elements based on the aviation activity forecasts and planning activity levels and periods. This task will identify facility needs, as indicated by the examination of existing facilities, the capacity analysis, and the forecasts of demand. Improvements will be classified as short-, intermediate- or long-range to allow the development of a staging plan. However, all recommendations will be related to the planning activity levels that will trigger the need for action.

The final task of establishing facility requirements will include reviewing airport goals, evaluating courses of action, and establishing policies that will produce a balance of those facilities needed as functional elements of the Airport.

Product: Information from this task will be summarized in two chapters: Design Criteria and Demand/Capacity Analysis and Facility Requirements. These chapters will be included in **Working Paper 2**.

Task 5 – Sustainability Considerations

As a means to ensure that 28J remains an environmentally responsible community asset, this task will develop a sustainability mission statement for the Airport, prioritize sustainability categories at the Airport, and identify a number of goals and initiatives to promote sustainability at the Airport. Guidance from the Sustainable Airport Guidance Alliance (SAGA) and Airport cooperative Research Program (ACRP) Synthesis 10 Report on Airport Sustainability Practices will be utilized as part of this task.

In addition, a recycling, reuse, and waste reduction plan will be recommended for 28J as required for federally supported airport master planning projects.

Product: The sustainability considerations will be compiled into a chapter and included in **Working Paper 2**.

Task 6 – Airport Alternatives Analysis

In this task, the information from all previous tasks will be integrated into an overall plan which depicts and describes the proposed development for 28J over the 20-year planning period. During the concept development, it will be assumed that relevant policy considerations will be maintained. These include; meeting forecast demand, maximizing compatibility with surrounding communities, and reinforcing the plan and policies of other governmental agencies, which promote compatibility and create public value.

The development alternatives created in this task will not include a formal analysis of several alternatives; instead, no more than three alternatives will be compared/contrasted to identify the best layout for the future development. These alternatives will be based on the forecast demand, required facility improvements, and strategic development goals of 28J. In addition, factors such as the existing physical conditions and constraints of each site, operational effectiveness, flexibility and expandability, and existing and proposed land uses on and adjacent to the Airport will be considered when identifying the preferred airport alternative. These alternatives will be presented to the Sponsor and TAC.

A record of TAC engagement, and other public outreach, will be supplied as an appendix to the master planning document.

Product: Findings from the alternatives analysis for this task will be compiled into a chapter and included in **Working Paper 3**.

Task 7 – Airport Layout Plan Set

Based upon decisions made during the study, a final plan set for the Airport will be prepared on 24" x 36" size sheets. The final plan will be depicted on a series of drawings prepared in accordance with the guidelines presented in Advisory Circulars 150/5070-6B and 150/5300-13B.

The ALP set will follow the guidance and direction provided in FAA ARP SOP 2.00 and 3.00 checklists and will include the following sheets:

Cover

The ALP cover sheet will include project name, title, and associated grant numbers from funding partners. This sheet will also include a location and vicinity map for the airport and an index of sheets which comprise the full ALP set.

Data Sheet

The Airport Data sheet will include a variety of tabular information relative to the existing airport and proposed future changes/additions to the Airport. Additionally, the wind roses developed as part of the study process will be included on the data sheet.

Existing Facilities

The Existing Facilities sheet will provide a snapshot of Airport facilities at the time of this study and will serve as the basis for future planning considerations.

Airport Layout Plan

The Airport Layout Plan (ALP) will depict existing and proposed airport facilities, including property lines, along with pertinent clearance and dimensional information to show conformance with applicable standards.

Terminal Area Plans (Multiple sheets as needed)

The Terminal Area Plan (TAP) will depict landside improvement areas on the airport. The factors that determine the overall size, layout, and location of the terminal and support facilities will be based upon the results of the Demand/Capacity and Facility Requirements.

Airspace Plan and Profile

The airspace plan will be developed in accordance with the 14 CFR Part 77/FAA's FAR Part 77, *Obstructions Affecting Navigable Airspace*.

Inner-Portion of the Approach Surface Plan and Profile (Multiple Sheets)

The runway approach plans and profiles will illustrate in greater detail the approach areas prior to the runway thresholds or runway end. The inner approach plan and profiles will identify obstructions and indicate the ultimate disposition of those obstructions. Roads, railroads and other pertinent items that cross within the runway protection zone are also shown on the plan. It should be noted that each viewport will only show the portion of the approach surface up to an allowable height of 100 feet. Therefore, only obstacles (roadway, railroad, or other) within the viewport will be evaluated.

Departure Surface Plan and Profile (Multiple Sheets)

The runway departure surface plan and profile will be prepared for all runways at 28J with published departure procedures. Similar to the inner-portion of the approach plan and profile sheets, the departure surface sheet will identify obstructions within the departure surface which impact or obstruct that surface and provide an ultimate disposition of those obstructions. It should be noted that each viewport will only show the portion of the departure surface up to an allowable height of 100 feet. Therefore, only obstacles (roadway, railroad, or other) within the viewport will be evaluated.

Land Use Plan

The Land Use Plan will be prepared on appropriate available mapping of the area and will identify existing general land uses as obtained from the Sponsor and Putnam County, or other agencies as required, for both on-airport and off-airport uses.

Airport Exhibit A Airport Property map

As a part of another project, specialty subconsultants will assist the Consultant in preparing an Exhibit A Airport Property Map. The subconsultants will work with the Sponsor to obtain property deeds, titles and records to complete the Exhibit A. The FAA ARP 3.00 Checklist will be used to ensure that the Exhibit A includes all the information required by the FAA.

Product: The final deliverable will consist of a 24" x 36" drawing set. In addition, an ALP chapter will be created and 11" x 17" sheets of the ALP will be included in the final master plan document. The draft ALP chapter will be included in **Working Paper 3**.

Task 8 – Facilities Implementation Plan

A phasing plan will be developed which will schedule the improvements for the short (0-5-year), intermediate (6-10-year), and long (11-20-year) term timeframes. For the short-term period, each project will be individually described in sufficient detail to describe the nature and purpose of the project, identify potential conflicts with other projects, and identify projects that must occur to enable completion. The most recent Capital Improvements Program (CIP) will be included in the master plan document as a chapter, with proposed projects from the alternatives analysis chapter.

Product: The final phasing of the projects will be summarized in a report chapter and depicted in graphic form. This chapter will be included with the Sustainability Study, Airport Alternatives and ALP chapters in the submission of **Working Paper 3**.

Task 9 – Meetings, Presentations and Coordination

No more than 10 project coordination/review meetings will be scheduled for this project. These include meetings that will happen with the Sponsor, Airport Staff and the TAC.

Task 10 – Information Campaign & Community Engagement

As part of this task the Consultant will add value to the overall master planning effort by engaging in a formal information campaign designed to engage the regional public in the master planning effort by working with the Sponsor to update the City's website at different phases of the Master Plan.

At a minimum the following will be included on the website, after Sponsor approval:

- Working Papers
- Various Graphics from the Master Plan
 - Development Alternatives
 - Airfield Facility Needs
 - Pages from the ALP
- TAC Meeting Minutes and Agenda

In addition to the website, the Consultant will present the final Master Plan findings at one of the public City Council Meetings, and request a resolution of local approval.

DELIVERABLES

The 28J Airport Master Plan will include the following chapters:

Chapter 1	Introduction, Goals & Objectives
Chapter 2	Inventory of Existing Conditions
Chapter 3	Forecasts of Aviation Demand
Chapter 4	Design Standards
Chapter 5	Demand/Capacity Analysis, and Facility Requirements
Chapter 6	Sustainability Considerations
Chapter 7	Airport Development Plan
Chapter 8	Airport Layout Plan Set
Chapter 9	Phasing and Implementation

The deliverables will be provided in six (6) submittals as follows:

- 1st Submittal: Working Paper 1 (Chapters 1,2 & 3) for Sponsor, Airport staff review and comment
- 2nd Submittal: Revised Working Paper 1 for FAA and FDOT approval
- 3rd Submittal: Working Paper 2 (Chapters 4, 5 & 6) for Sponsor, Airport staff review and comment
- 4th Submittal: Working Paper 3 (Chapters 7, 8 & 9) for Sponsor, Airport staff review and comment
- 5th Submittal: Complete draft of Master Plan Update (Chapters 1-9)
- 6th Submittal: Final Master Plan Update and ALP set.

Any deliverables, except those for the FAA and FDOT, will be given to the Sponsor who will be responsible for distributing to any other desired agencies. Transmission of the deliverables to the FAA and FDOT will be handled by the Consultant.

Each of the deliverables will be presented to the TAC for input and recommendations. It is important to note that the TAC will not have the authority to approve any of the recommendations presented by the Consultant. Final approval will be provided by the Sponsor.

II. SPECIAL SERVICES

To accomplish the scope of services outlined above the following required special services will be provided. However, it is important to note that these services will be completed as part of a separate project.

- Aerial Mapping – Digital Ortho-Photo and obstruction survey (Woolpert).
- Professional Land Surveyor –Title Search and Exhibit A property map update support (Landmark Title; Southeastern Survey).
- Economic Growth and Revenue Enhancement

III. BASIC ASSUMPTIONS

The following is a list of assumptions which forms the basis of the cost for providing these services. It must be noted that any change to these assumptions constitutes a change in the project scope possibly requiring additional fee.

1. The Sponsor and airport staff will be responsible for providing all available documentation, reports, and statistics for 28J for the period from 2003-2024. This is to include the following:
 - Survey information of current facilities, elevations of adjacent buildings, trees, etc.
 - Project Funding Assistance Received (from the FAA, FDOT, others)
 - Aviation Activities (operations - local and itinerant, fuel sold, based aircraft)
 - Existing and proposed land uses surrounding the Airport.
 - Environmental assessment and impact statements
 - Property, boundary, easement, right-of-way, topographic and utility surveys
 - Zoning, deed and other land use restriction
2. The Sponsor will be responsible for copying and distributing all material to the general public and agencies other than FAA, FDOT, and TAC prior to meetings, including working papers, notices, mailings, or webhosting.
3. The Sponsor will provide for and/or arrange access to and make provisions for the Consultant to enter upon public and private property for performance of the Scope of Work.
4. The Sponsor will examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant and render in writing decisions or comments pertaining thereto within a reasonable time so as not to delay completion of the Scope of Work.

End of Scope of Work

ADOPT RESOLUTION 2024-R-176 granting award of RFP 2024-15 Disposition of Real Property within the City of Palatka Community Redevelopment Area (specifically area within the 100 block of North 1st Street: St. Johns River Environmental Center) to Blue Crab Development Group North, LLC

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Award RFP 2024-15 to Blue Crab Development Group North, LLC

BACKGROUND

The City issued RFP 2024-15 for the disposition of Real Property within the City of Palatka Community Redevelopment Area (specifically the St. Johns River Environmental Center) parcel numbers: 42-10-27-6850-0020-0080; 42-10-27-6850-0020-0101; and 42-10-27-6850-0020-0100 on July 17, 2024.

One response was received. This response was from Blue Crab Development Group North, LLC and is attached.

PROJECT ANALYSIS

A Committee of Staff members reviewed the response received and recommended award of the RFP to the sole respondent (minutes attached).

If the Commission awards the RFP to the respondent, Staff will negotiate a contract within the terms of the response and bring the contract back to the City Commission for approval.

Staff Recommendation

Adopt Resolution awarding the RFP to Blue Crab Development Group North, LLC.

ATTACHMENTS

1.	2024-R-176 REQUEST FOR PROPOSALS (RFP) 2024-15 DISPOSITION OF REAL PROPERTY WITHIN THE COMMUNITY REDEVELOPMENT AREA TO BLUE CRAB DEVELOPMENT GROUP NOR
2.	Response To Palatka RFP 2024-15 - BCDGN FINAL Digital Version interactive
3.	RFP 2024-15 Addendum 3 revised
4.	RFP 2024-15 Addendum
5.	RFP 2024-15 Addendum 2 revised
6.	River Center RFP 2024

7.	2024.09.05 Evaluation Committee Minutes
8.	RFP 2024-15 Evaluation Scores

RESOLUTION 2024-R-176

**A RESOLUTION OF THE CITY OF PALATKA AWARDING
REQUEST FOR PROPOSALS (RFP) 2024-15 DISPOSITION
OF REAL PROPERTY WITHIN THE CITY OF PALATKA
COMMUNITY REDEVELOPMENT AREA TO BLUE CRAB
DEVELOPMENT GROUP NORTH, LLC; AND PROVIDING
FOR SCRIVENER’S ERRORS**

WHEREAS, the City issued Request for Proposals RFP 2024-15 for the disposition of Real Property within the City of Palatka Community Redevelopment Area (specifically the St. Johns River Environmental Center) parcel numbers: 42-10-27-6850-0020-0080, 42-10-27-6850-0020-0101, and 42-10-27-6850-0020-0100 on July 17, 2024; and

WHEREAS, one response was received from Blue Crab Development Group North, LLC and

WHEREAS, a Committee of Staff members met on September 6, 2024 to evaluate the response received and the Committee recommended award of the RFP to the sole respondent; and

WHEREAS, the Palatka City Commission feels it is in the best interest of the City to award RFP 2024-15 to Blue Crab Development Group North, LLC.

NOW, THEREFORE, be it resolved by the City Commission of the City of Palatka:

1. Request for Proposals (RFP) 2024-15 is hereby awarded to Blue Crab Development Group North, LLC; and
2. the City Manager is directed to negotiate a contract in alignment with the terms outlined in the Request for Proposals (RFP) and the corresponding response and to present the contract to the City Commission for approval at a subsequent date; and
3. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

BRIDGING THE *Past* TO THE *Future*

• PALATKA RENNAISSANCE •

RESPONSE TO PALATKA RFP 2024-15

Blue Crab Development Group North, LLC

Charlie Douglas, Owner/CEO

386-530-2955 | 117 N 2nd Street, Palatka, FL 32177





Glossary of Key Terms

Assemblage	In the context of real estate, refers to the process of acquiring multiple parcels of land in order to create a larger, more cohesive development. <i>Definition by Dr. Brian L. Bourdeau, PhD Page 52</i>
CRA	Community Redevelopment Agency. In 1983 the City of Palatka established a Community Redevelopment Area and Agency (CRA) to oversee redevelopment in the Downtown Palatka Area. <i>Excerpt from https://palatka-fl.gov/197/Community-Redevelopment-Agency</i>
Land Swap	The exchange of land between two parties.
Redevelopment	The act of improving a building or area by renewing, restoring or revitalizing.



August 13, 2024

Blue Crab Development Group North, LLC
117 North 2nd Street
Palatka, FL 32177
386-530-2955

City of Palatka
Attn: Sunni Krantz, City Clerk
201 North 2nd Street
Palatka, FL 32177

Re: RESPONSE TO PALATKA RFP 2024-15

Dear Madam Mayor and City Commissioners,

I ask you to imagine with me a River Center that is fully alive. From the inside, from the rooftop, and from the banks of the St. Johns River. Imagine an Entertainment District with more programs, people, and events. Imagine a day when we are able to retain all of our best and brightest.

Now we have the human capital to make this a reality. ***Now*** we have the talent, the passion, and the determination to see this through. ***And now we need your help to fulfill this vision.***

Our proposal is simply a land swap. The land swap proposal follows the legal and established precedent of the City supporting adjoining property owners for economic development interests which is in the overall interest of the community. Municipal collaboration between the City of Palatka and Blue Crab Development Group North, LLC promotes assemblage, unifies space for larger development which increases the tax base, and ensures stability for business activities and private investment. By making this land swap, Blue Crab Development Group North, LLC has control of additional abutting properties which will be integrated into the plan for the River Center. No other entity can offer this synergy.

Our team's vision for the 100 Block will:

ACTIVATE The River Center;
BRIDGE our City's past with our future;
UNITE all voices in our community; and
CONTINUE the positive economic revitalization.

We want the River Center to be a bridge to our past, so we can all appreciate where we came from. But at the same time, we want it to be a bridge to the future. A bridge that is built with hard work, determined spirit, persistent effort, and an unwavering resolve to reach its fullest potential.

A new day has begun at the 100 Block and here in Palatka. Just like the rising sun, the shared hope and vision for our future is emerging from the skyline, for economic development that will sustain us, for our best and brightest who will remain with us, and for a new day that unites all voices in our community.

I look forward to the opportunity to answer any further questions you may have and begin this partnership towards raising the standards for what the future of Palatka can and will look like.

Sincerely,



Charlie Douglas, Owner/CEO
Blue Crab Development Group North, LLC

State of Florida County of Putnam

The foregoing instrument was acknowledged before me

this 13th day of August 2024

by Charles T. Douglas Jr. - personally known.

Cynthia L. Curtis Notary Public

My Commission Expires 6/26/2028



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Click on the tab number or title to be directed to that section of the proposal.
To return to the Table of Contents, click on the page number anywhere
in the document.

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Welcome to
The BLUE
Crab Festival

CALL AHEAD



VIP ROOFTOP
CHECK-IN



PLEASE
HAVE TICKET
READY TO
SHOW

21+ ONLY

7-10PM
FRIDAY & SATURDAY

Tab 1: **Contact Sheet**

RESPONSE TO PALATKA RFP 2024-15

NOTICE OF DISPOSITION OF REAL PROPERTY WITHIN THE
CITY OF PALATKA COMMUNITY REDEVELOPMENT AREA





CONTACT SHEET

RFP 2024- __

CITY OF PALATKA, FL

Blue Crab Development

Company Name: Group North, LLC **Federal Taxpayer ID:** 93-4704037

Name: Charlie Douglas **Title:** Owner/CEO

Mailing Address: 117 N. 2nd Street
Palatka, FL 32177

Telephone: 386-530-2955 **Cell Phone:** _____

Email: charlie@dhclawyers.com

Accounting Contact:

Name: Cindy Curtis **Title:** Office Manager

Email: ccurtis@dhclawyers.com

Phone: 386-530-2955

We acknowledge receipt of:

Addendum No. 1 July 23, 2024

Addendum No. 2 August 13, 2024

Addendum No. 3 August 13, 2024

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Tab 2:

Financial Capacity, Professionalism, & Experience

RESPONSE TO PALATKA RFP 2024-15

NOTICE OF DISPOSITION OF REAL PROPERTY WITHIN THE
CITY OF PALATKA COMMUNITY REDEVELOPMENT AREA





About

BLUE CRAB DEVELOPMENT GROUP NORTH, LLC

Blue Crab Development Group North, LLC owns, operates, and supports the community by investing in downtown Palatka -- breaking down barriers, bridging gaps, and unifying our community along the way. Charlie Douglas, Owner/CEO of Blue Crab Development Group North, LLC, is from Palatka and has significant ties to the community. Charlie is responsible for the restoration and preservation of the building located directly adjacent to the River Center. Charlie Douglas and Blue Crab Development Group North, LLC are experienced in taking a piece of history, preserving it, and breathing new life into it.

Who is

BLUE CRAB DEVELOPMENT GROUP NORTH, LLC

Blue Crab Development Group North is comprised of individuals who are passionate about elevating their community. Owner/CEO Charlie Douglas, has assembled a team that is ready to hit the ground running. The team members are mobilized and ready to go on day one. Please refer to the following pages for brief bios of the team.



City of Palatka Community Redevelopment Plan

GOAL 3

Identify community stakeholders, thought leaders and partners to assist in the implementation of the Redevelopment Plan Goals and Projects/Activities.

Administration Goal, CRA Plan, Page 43



Blue Crab Development Group North Team



Charlie Douglas
Owner/CEO



**JEREMY
ALEXANDER**



**COWAN
AMAYE-OBU**



**ERIN
HEWES**



**KARLA
FLAGG-WRIGHT**



**TAYLOR
DOUGLAS**



**TAYLOR
DUFFY**

SUPPORTING BUSINESSES READY TO BE HOUSED IN THE RIVER CENTER



Class A coffee shop with high-speed internet for people to linger and work.



Has already begun the work of refitting their existing guide boats for the River Center. Their boats will be made suitable for tourists embarking from the River Center and venturing out into the other parts of the county.



Broadcasting from the banks of the river. Blue Crab Media encompasses podcast, radio, newspaper, and television.

“ Together, we all have a goal that through this project our actions will honor our community’s past and look forward to a downtown reimaged.”

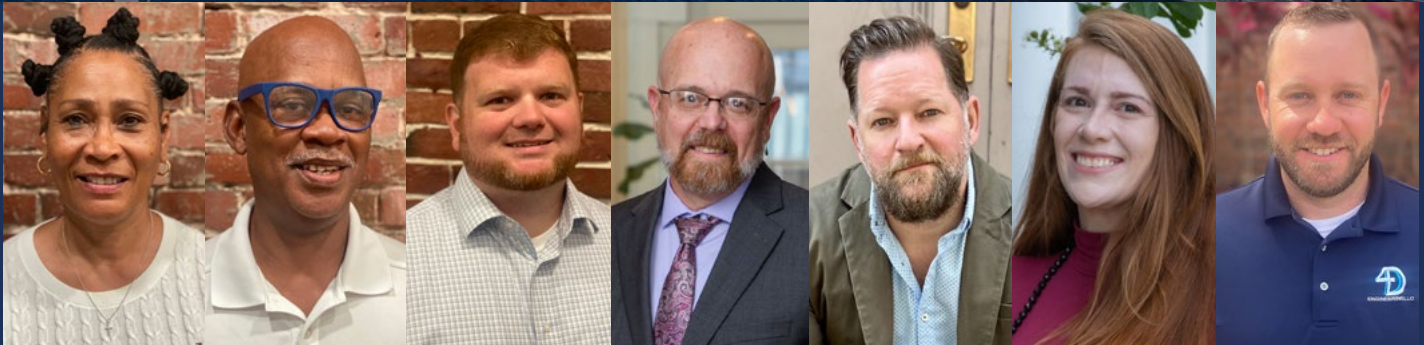
-Charlie Douglas, Owner/CEO
Blue Crab Development Group North

City of Palatka Community Redevelopment Plan

GOAL 12

Increase private sector investment, small business development and economic activity within the Community Redevelopment Area.

Community and Culture Goal, CRA Plan, Page 43



AUDREY
WISE-DAVIS

KEN
DAVIS

JAMES
HARRELL

KEVIN
SHARBAUGH

JEFF
SIEGLER

LARRA
WALLACE

CAREY
WILKINSON, PE

Douglas is a firm believer in what Palatka is, “thanks to the people and a community that is getting stronger and stronger,” and what is to come. He is clearly enamored of the city’s hard knock history and sees himself as a mere custodian of his holdings, “so that those looking back 100 years from now will see that Charlie Douglas left The 100 Block better than he found it.”

Palatka Daily News, Page A1 | By Ginger Danto | 12/22/21



Charlie Douglas, Owner/CEO

As a Putnam County native, Charlie Douglas was raised in the Palatka community and has a passion for its people, places and overall well-being. Charlie graduated Valedictorian of Palatka High School in 2000. In 2003, Charlie graduated, summa cum laude, with a degree in Business Administration from the University of Florida. Charlie then attended the University of Florida Levin College of Law where he graduated second in his class of 211 students.

Experience & Professionalism in Previous Projects

Charlie has dedicated his time and efforts to several projects for the betterment of Palatka and the community. His motto of “what can I do to help?” has led him to spearhead various endeavors, which include the restoration of the 100 Block, the resurfacing of parking lot adjacent to the River Center, and preserving local ownership of Putnam-based media outlets.

“Charlie makes those dreams come true with his passion for Palatka.”

- Cindy Curtis



City of Palatka Community Redevelopment Plan

GOAL 6

Preservation of historic housing, nonresidential historic structures, and neighborhoods.

Community and Culture Goal, CRA Plan, Page 43



Photos of 100 Block during the restoration and revitalization process (2020)

RESTORATION OF 100 BLOCK

Four years ago, Charlie became the latest caretaker for the historic brick building across the street. His goal was to contribute to a small part of the overall revitalization of downtown Palatka.

It was important to Charlie to honor the architectural character of the original structure from 1886, and to remodel the interior into something that would make Palatka proud.

Today the building is thriving, with multiple businesses operating out of the ground floor and several apartments upstairs that are rented to local college students. The exterior has been restored to its original character and the interior has been revitalized into an architecturally compelling space -- hinting at its historical roots around every corner.



“Owner and attorney Charlie Douglas evoked the history of his iconic Palatka building as he told the group his property, like Palatka itself, was ‘like a phoenix rising from the ashes.’”

Danta, Ginger. “Gem City’s Downtown Getting Polished...”
Palatka Daily News, 12/22/21,
Page A1.



Photos of 100 Block during the restoration and revitalization process (2020)

Updated photos of the completed restoration and revitalization of the 100 Block.

PARKING LOT RESURFACING

Charlie continues to see needs within the community and find ways to help. Recently, Charlie provided resources for the City to resurface the parking lot adjacent to his law firm and The River Center.



- ✓ City of Palatka Community Redevelopment Plan
GOAL 17
Prioritize infrastructure improvements and amenity installation to facilitate new development and redevelopment projects.
- ✓ City of Palatka Community Redevelopment Plan
GOAL 18
Assist the City in providing utility and infrastructure improvements that support public events and outdoor activities within the Downtown Palatka Community Redevelopment Area.
- ✓ City of Palatka Community Redevelopment Plan
GOAL 20
Evaluate and prioritize streetscaping, street lighting and pedestrian safety improvements throughout the Community Redevelopment Area.

Infrastructure Goals, CRA Plan, Page 44

LOCAL RADIO STATION ACQUISITION

Charlie and the Blue Crab Development Group North identified early-on that activating the Entertainment District would be an integral component of the revitalization efforts and overall economic development of the community.

To support those efforts, Charlie invested in the voices of Palatka and purchased the local AM/ FM radio stations WIYD and WPLK. The radio station has been rebranded as Bass Capital Radio. It has expanded to include a podcast, which is hosted by team member Larra Wallace. The podcast episodes dive deep into the heart of our community, uncovering its rich history, hearing the stories of the folks who make it tick, and exploring the exciting plans on the horizon for our beloved county.



Scan QR Code to watch Bass Capital Radio Podcasts, your one-stop shop for all things Putnam County!

As a staple in the Palatka community, WPLK and WIYD will continue to provide favorite radio voices and personalities but will take on a new, refreshed role in the community. The Station will be an integral presence inside the River Center.



“It's a pivotal time in the life of our county because we've been found, and this is Putnam County's moment,” Douglas said. “We're looking forward to rising up to the occasion and being a voice for our great community and the people who are here that are our No. 1 asset.”

CavaCini, Sarah. “Radio Stations Change Hands To Inspire Growth.” *Palatka Daily News*, 02/29/24, Page 1A.

“He’s a man on a mission to do the right thing for Putnam County and for what happens in downtown Palatka. You cannot make a better decision than what Charlie is proposing to you right now.”

George DeLoach, WIYD Co-host



*Lifting Every Voice
of Our Community*

City of Palatka Community Redevelopment Plan

GOAL 11

Establish and reinforce a distinctive character and identity within the Community Redevelopment Area and Downtown Palatka.

Community and Culture Goal, CRA Plan, Page 43





Jeremy Alexander is our Director of Community Enrichment and his Palatka Pride is second to none. His role is to ensure the quality of life of his hometown is improved while providing more opportunities than ever before for our best and brightest to stay local.

JEREMY ALEXANDER, Director of Community Enrichment



Cowan Amaye-Obu is our Director of Entrepreneurial Programming, designed for local homegrown businesses. All things “Start to Market” will fall under Cowan’s umbrella. Cowan has already begun creating an Educational Program, a business incubator, a marketing stratagem, and county-wide placement program.

COWAN AMAYE-OBU, Director of Entrepreneurial Programming



Audrey Wise-Davis provides a worldly insight into rolling out the red carpet. She has the knowledge and expertise for how we elevate the experience we provide to our citizens and guests. Audrey is the Entertainment Liaison and VIP Experience Coordinator.

AUDREY WISE-DAVIS, Entertainment Liaison & VIP Experience Coordinator



Ken Davis's passion and knowledge of music, combined with his marketing and digital media expertise, is critical to the program's long-term success and how we change the game in Palatka. Ken is the Team's Director of Entertainment.

KEN DAVIS, Director of Entertainment



Retiring as Putnam County Sheriff in 2005, Taylor is enjoying his second career in real estate as Broker/ Owner of Taylor Douglas Realty. He has valuable insight into the real estate market and knows this community inside and out. Taylor has dedicated his life to serving Putnam County in various ways. He is excited to be a vital part of these revitalization efforts.

TAYLOR DOUGLAS, Community Mentor



Taylor Duffy has a background in graphic design, sales and marketing. She works with people to identify goals and develop creative solutions. With experience in marketing for architecture, construction and engineering firms, Taylor will assist in marketing the team's plan and provide design assistance.

TAYLOR DUFFY, Marketing Manager



Karla Flagg-Wright serves as our Director of Cultural Affairs to ensure all programs / activities are extended and accessible to all citizens. Her role will include hosting business expos / career fairs to provide opportunities for youth and upcoming entrepreneurs to receive information & resources. Karla has an educational background in Human Resources and is developing experience as a local, community business leader.

KARLA FLAGG-WRIGHT, Director of Cultural Affairs



Erin Hewes has been involved in events and programs for many years, most notably the Blue Crab Festival, and also served the city as Special Events Coordinator for the city for over three years. She will be responsible for scheduling and coordinating diverse programs and events for the community.

ERIN HEWES, Director of Programs & Events



Kevin practices law throughout Florida, covering a broad range of legal areas. He has experience in environmental and land use law, probate, and estate and small business planning. He will serve as a legal resource throughout the planning and implementation of the River Center development. Kevin continues to be actively involved in the local community and various local organizations.

KEVIN SHARBAUGH, Legal Counsel



Jeff has assisted hundreds of communities with their revitalization, economic sustainability, and community development over the course of his career. Utilizing a background in urban planning, downtown district management, revitalization, real estate, economics and organizational development, his diverse background and expertise lends a unique vantage point for addressing community concerns.

JEFF SIEGLER, Revitalization Expert



Larra Wallace is a Putnam County native through and through. Larra channels her deep love for her community into Bass Capital Radio Podcast as the host in Palatka while shining a bright light on everything this vibrant place has to offer. She uses the podcast as a platform to empower others to tell their stories and share their experiences, showcasing to the world just how incredible our community is.

LARRA WALLACE, Bass Capital Radio Podcast Host



James Lewis Harrell III is President and Chief Operator of WJGV-CD, Gospel Vision TV. He is a lifelong resident of the First Coast and a graduate of SJRSC and UNF. James takes pride carrying on his legacy by providing a platform for local christian, family friendly, and informational programing on broadcast channel 48.1 and Comcast Cable Channel 229.

JAMES HARRELL, Director of Television & AV



Carey is a highly experienced individual in the construction and engineering industry with 14 years of experience. A Putnam-native and product of the Putnam school system, Carey provides valuable engineering and design assistance to the team. Carey is passionate about helping clients achieve their dreams, whether it's related to building their dream home, restaurant, and anything in between.

CAREY WILKINSON, Professional Engineer

4D Engineering LLC

Blue Crab Development Group North has contracted 4D Engineering LLC to provide engineering and design insight for the project. 4D Engineering LLC has already begun developing design concepts and floorplans which are included in this proposal. Carey Wilkinson, President/Principal Engineer, has worked on many projects in Palatka in various capacities and is very familiar with the City and its infrastructure.

Projects 4D Engineering LLC has worked on in Palatka:

- 101 S 10th Street
- 726 St. Johns Avenue
- Steamboat Willies
- Azalea City Brewery
- Coca Cola Building (Additional Plans)
- 314 St Johns Ave
- Kelly's Nails and Spa
- Twisted Yogurt
- Flowers by Melanie Office
- Ideal Homes Office
- 110 Holden Rd Pharmacy Reno

Financial Capacity

Charlie and Blue Crab Development Group North are financially prepared to successfully undertake this project. Please refer to the following document as proof of financial capacity.



August 13, 2024

Charlie Douglas, CEO
Blue Crab Development Group North, LLC
117 N. 2nd Street
Palatka, Florida 32177

Re: Financing Feasibility for land swap of 102 N 1st Street (The River Center) and 102 Reid Street. City of Palatka Request For Proposal (RFP) 2024-15

Dear Mr. Douglas;

Ameris Bank has issued you a Proposal Letter for the financing of the above request. Ameris Bank recognizes the City of Palatka's Request for Proposal (RFP) 2024-15 is a public document and is subject to Florida's Public Record's Laws. As such, some financial details in a Term Sheet and Commitment Letter are confidential to protect the personally identifiable information of our client. This letter is to meet the requirements of the RFP's request for financial feasibility.

Blue Crab Development Group, LLC and Mr. Douglas's personal and professional finances are in good standing with Ameris, and he has our full support for this proposed Land Swap. Ameris Bank is happy to provide assistance in financing your request. We believe that the financial conditions are present for a loan transaction for the respondent. Please be advised that this letter does not constitute a commitment to lend by Ameris Bank, but rather an expression of our desire to work towards a loan closing should Blue Crab Development Group, LLC be the successful bidder on the RFP.

We have a long and mutually beneficial relationship with the borrower and related entities and Ameris Bank values and appreciates the banking relationship.

Ameris Bank sees this as a great springboard to continue the downtown revitalization and as a member of the downtown businesses, we look forward to this project coming to fruition.

Sincerely,

Cecil F. Gibson III
Market President

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Tab 3: **Likelihood of Feasibility**

RESPONSE TO PALATKA RFP 2024-15

NOTICE OF DISPOSITION OF REAL PROPERTY WITHIN THE
CITY OF PALATKA COMMUNITY REDEVELOPMENT AREA





Fireworks Viewed From River Center



What is The River Center?

The River Center was built in 2015 through a collaboration between the City of Palatka and Georgia-Pacific. Currently, The River Center features ecological exhibits and provides environmental history of the banks of the St. Johns River.

THE PROPOSAL

How does Blue Crab Development Group North Plan to Acquire The River Center?

Charlie and the Blue Crab Development Group North's proposal is simply a land swap. Currently, the City owns half of the block, and Charlie owns the other half (Port Consolidated). The same situation is mirrored across the street. Both Charlie and the City each own half of the block. The proposed land swap will allow the City to own all of the block, as shown in Figure 1.

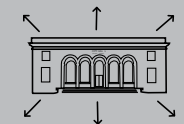
Our team saw the potential for both parties and therefore met with Georgia-Pacific (GP). GP has evaluated and consented to an early termination of the River Center agreement. We have prepared a contract for your approval that has been vetted by the

City Attorney and been discussed in multiple public meetings.

The two proposed properties in the land swap are not of equal value. Therefore, the price will be decided fairly, independently, and transparently, by a neutral third-party appraiser. Blue Crab Development Group North would pay the difference to the City as the River Center is valued more.

The City would gain a larger footprint to increase its available options. One option might include expansion of City Hall. Another option could be a parking garage, with mixed use retail and parking to support the community's festivals.

BY ENGAGING IN THIS LAND SWAP PROPOSAL AND UNITING THE PROPERTIES AS ILLUSTRATED IN FIGURE 1, THE CITY OF PALATKA CAN UNLOCK A RANGE OF OPPORTUNITIES, INCLUDING:



**EXPANSION OF
CITY HALL**



**MORE OFFICE SPACE
FOR CITY EMPLOYEES**

“ The best way to change the future of commercial space in a first suburb is for the local government to play a catalytic role in assemblage and redevelopment. ”

A First Suburb Revitalized | By Chloe Coleman and Tom Carroll |
11/30/18 | <https://icma.org/articles/pm-magazine/first-suburb-revitalized>



City of Palatka Community Redevelopment Plan
GOAL 14
Evaluate opportunities for open space, site and facility acquisition.

Public Space & Amenities Goals, CRA Plan, Page 44

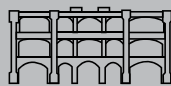
A pedestrian bridge could connect the parking garage with the City Park across the street and serve as a safe passage for folks going between the north and south historic districts. It would be an inviting and welcoming feature in this corridor that sees 65,000 vehicles per day. Another option could be a state-of-the-art EV Charging Station for a critical hurricane evacuation route. There are myriad other options for the additional space that support the public interest and further municipal purposes.



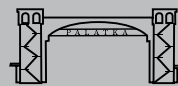
Figure 1: Proposed Land Swap Property Overview



**DEVELOPMENT
OPPORTUNITY IF CITY
DECIDES TO MOVE**



**PUBLIC/PRIVATE
PARTNERSHIP FOR
PARKING GARAGE**



**OPTIONS FOR
PEDESTRIAN
WALKWAY**



**PROFIT-GENERATING
EV CHARGING STATION
OPPORTUNITY**





THE PLAN

What does Blue Crab Development Group North Plan to do with The River Center?

THE RIVER CENTER WILL ACT AS A WELCOME CENTER AND GATEWAY TO THE COMMUNITY. IT WILL BE THE CATALYST TO A DOWNTOWN MOVEMENT, POLISHED THROUGH A MASTER DEVELOPMENT PLAN -- ALL WITHIN THE BEST INTERESTS OF THE CITIZENS OF PALATKA, THE ST. JOHNS RIVER ECOSYSTEM, PUTNAM COUNTY ECONOMIC DEVELOPMENT, AND THE GREATER GOOD OF ALL COMMUNITY STAKEHOLDERS.

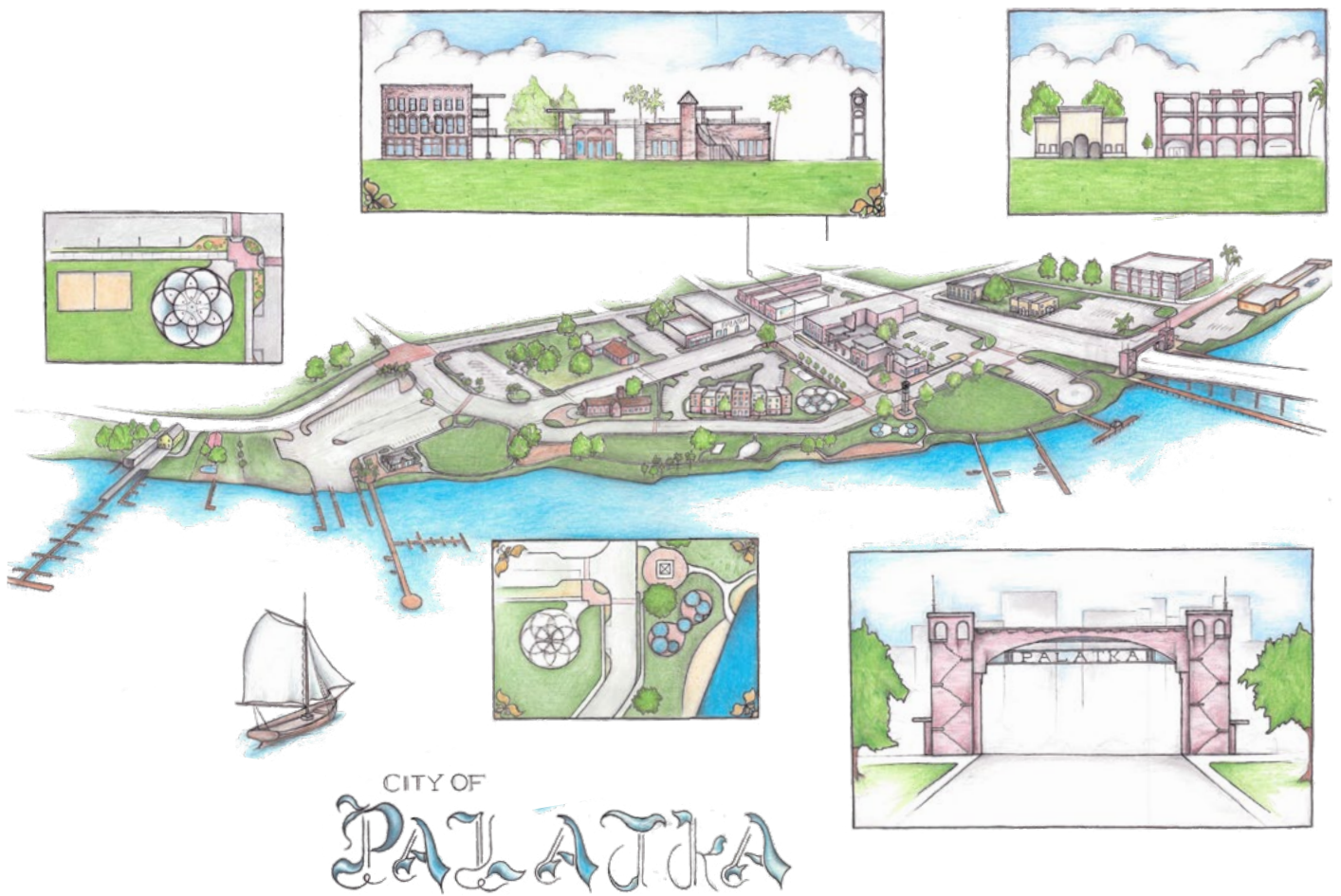
Blue Crab Development Group North intends to acquire and breathe new life into the River Center, enhancing its operations to include cultural and educational programs to enrich the lives of community members.

ANTICIPATED HIGHLIGHTS

- Pedestrian Friendly & Inviting
- Entertainment & Arts
- Entrepreneurship
- Voice of Palatka
- EcoTourism

Please refer to the following pages for a breakdown of these highlights

The River Center will also serve as a space and venue for downtown events, the gateway for commercial boat charter tours, local artist displays and much more -- driving the community and visitors into downtown and beyond.



Our team has spent countless hours with the 4D Engineering experts designing the new courtyard and pergolas to replace the old sand volleyball court area. Check out the interior features of the River Center like the Live Aquarium that will be home to local animals such as large mouth bass, blue crabs, bream, speckled perch, and maybe even a baby alligator!





ADDITIONAL CONCEPTS

Our team has planned to incorporate a space for Palatka Coffee Company. It is another tool to bring the community into the River Center. Please see the preliminary drawings for the bar and coffee shop.



Coffee Bar	<i>Smith Products</i> 900 Kirby Street Palatka, FL 32177 Phone: 386.325.4534 Fax:											
	Client: Palatka Coffee Company Address: City: State: Phone #: Contractor: Phone #: Revisions: <table border="1"> <thead> <tr> <th>Date</th> <th>Revised</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table> Job Title: Palatka Coffee Company Print Date: 08/16/24 Sheet: 2 of 6	Date	Revised									
Date	Revised											



ANTICIPATED HIGHLIGHTS



**PEDESTRIAN
FRIENDLY &
INVITING**



**ENTERTAINMENT
& ARTS**



ENTREPRENEURSHIP



VOICE OF PALATKA



ECOTOURISM

“ [Charlie’s] vision for the St Johns Ave and Riverfront to combine properties to create a dynamic, cultural entertainment complex for the whole community, utilizing local talent, is nothing short of genius. It’s the characteristics of someone who cares for his community. ”

- John Alexander



PEDESTRIAN FRIENDLY & INVITING

We envision a River Center that is alive morning, noon, and night. It will be hustling and bustling with foot traffic and people, increasing support for all merchants downtown. We want to create a community where our young people choose to live, work, and play. Our team wants to provide the space for everyone to want to come downtown. Our plans also include additional restrooms for the public.

A RISING TIDE MUST LIFT ALL BOATS

Charlie and the Team's rising tide commitment extends to all parts of the community. We intend to incorporate a *rotating retail space*. Passersby will be invited to explore The River Center and support local businesses. A local business will be featured on a monthly basis to provide a complimentary opportunity to market their goods and/or services. These businesses can utilize this feature to generate buzz, capitalize on seasonal demand, or even offer temporary storefront space without the long-term commitment.

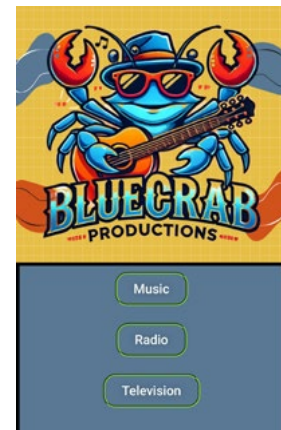


ENTERTAINMENT & ARTS

We envision an Entertainment District that entertains and creates a family atmosphere that brings us together. Programs will include movie nights on the lawn, community ugly-sweater contests, kids' art and reading programs, chalk art on sidewalks and much more! We even plan to pull in the involvement and include local artists displays and events through the Gathering Artists of Putnam group.



Our team has put together a comprehensive list of events and activities that can be expected at the River Center under Blue Crab Development Group North's direction. Additionally, our Director of Events, Programs, & Rentals has assembled these events and activities into a calendar for fall 2024. Also included on the following pages is a sample intro letter to artist(s)/booking agency(s) our team has written.



Sample website of Blue Crab Productions.



City of Palatka Community Redevelopment Plan
GOAL 9
Enhance the Agency's community presence and community awareness of the Palatka Community Redevelopment Area and develop the area as a regional destination.



City of Palatka Community Redevelopment Plan
GOAL 10
Improve upon or expand Palatka's existing events and programs within the Redevelopment Area that advance the redevelopment strategies of the CRA.

Community & Culture Goals, CRA Plan, Page 43

LIST OF EVENTS & ACTIVITIES

Weekdays

- Evening Talk Show
- Morning Radio
- Coffee

Weekly

- Senior Citizen Program
- Live music

Monthly

- Networking events
- Karaoke
- Open Mic
- Artwalk
- Themed meet-ups
 - Senior Friends
 - Singles
 - Families
- Yappy Hour
- Coffee Talk

Quarterly

- Vendor Market
- Music Series (6 to 8 wks)
 - Fall
 - Spring
- Dining Event
- Paint Nite
- Small Business Workshop

Continued Partnerships

- Blue Crab Festival
- Bartram Frolie
- 4th of July
- Juneteenth
- Jingle Jam
- Memorial Day
- 10-24
- 9/11 Remembrance

WITH THE CITY

New Special Events

- Pet Themed Event
- Splash Bash
- Wedding Expo
- Film Event
- Mental Health/Health Fair
- Scavenger Hunt
- Mixology Course
- Glow Party
- Bats & Brews
- Salon & Spa Nite
- Mystery Dinner

Series

- Fall Music series
- Spring Music Series
- Speakers
 - Historians
 - Conservationists
- Silver Citizen Day Camp
- Youth Business Series & Fair
- Movie Series

Special events to accentuate through potential collaborations

- Azalea Festival
- Mug Race
- Veteran's Day
- Christmas Parade
- Easter
- Mother's Day
- Boo on the Avenue
- Trunk or Treat
- Dreams Come True Tournament
- Wolfson's Tournament
- Jr./Sr. B.A.S.S. Tournament
- Sea to Key
- North Florida Folk Festival
- Azalea Tournament
- Turkey Trot
- Shop Small Saturday
- Wine Stroll (s)
- Craft Beer Festival
- Gathering Artists of Putnam
- Rodeheaver's Tournament
- Elite Bassmasters

10. ➞ OCTOBER ➞ 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
29	30	01	02	03	04	05
06	07	08	09	10	11	12 North Florida Folk Network Festival
13 Blessing of the Building by Karl Flagg Breast Cancer Awareness Decor goes up	14 Planning Day - No school Senior Citizen Program Evening Talk Show	15 Planning Day - No school Karaoke Evening Talk Show	16 Speaker Evening Talk Show	17 Meet-Up Event Evening Talk Show	18 Fall Music Series Evening Talk Show	19 City Sampler Fall Festival (Palatka PAL)
20 Hammer & Stair Fall workshop	21 Senior Citizen Program: Tech Talk Evening Talk Show	22 Networking Event Evening Talk Show	23 Speaker Evening Talk Show	24 Yappy Hour Evening Talk Show	25 Fall Music Series Evening Talk Show	26 Datil Pepper Festival Class of 79 reunion
27 Paint Nite	28 First Responders Day Senior Citizen Program Evening Talk Show	29 Halloween Decor Goes up (inside) Open Mic Evening Talk Show	30 Speaker Evening Talk Show	31 Halloween Boo on the Avenue Trunk or Treat (Palatka PD) Evening Talk Show	01	02

City of Palatka Community Redevelopment Plan

GOAL 7

Prioritize marketing efforts for the Redevelopment Area.

City of Palatka Community Redevelopment Plan

GOAL 8

Coordinate with local, county, regional, and state partners to promote local events and projects that advance the redevelopment strategies of the CRA.

Community & Culture Goals, CRA Plan, Page 43

11. ➞ NOVEMBER ➞ 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
27	28	29	30	31	01 Veteran's Day Decor goes up Fall Music Series	02 To be announced event
03 To be announced event	04 Veteran's Day (American Legion) Senior Citizen Program Evening Talk Show	05 Election Day election Watch Party Evening Talk Show	06 Christmas Raffle Program Launch Artwalk Evening Talk Show	07 Evening Talk Show	08 Fall Music Series Evening Talk Show	09 Dining Event
10 Chess and Chill	11 Senior Citizen Program Evening Talk Show	12 Karaoke Evening Talk Show	13 Fall Book Festival Evening Talk Show	14 Meet-Up Event Evening Talk Show	15 Fall Music Series Evening Talk Show	16 Craft Beer Festival
17 Geocaching	18 Senior Citizen Program Evening Talk Show	19 Networking Event Evening Talk Show	20 Mixology course Evening Talk Show	21 Salon & Spa Night Evening Talk Show	22 Fall Music Series Evening Talk Show	23 Silent Disco Party
24 Palatka Market	25 No School Senior Citizen Program Evening Talk Show	26 No School Open Mic Evening Talk Show	27 No School Evening Talk Show	28 Thanksgiving Day Turkey Trot (HopeFM) Evening Talk Show	29 No School Christmas Parade (Downtown Palatka, Inc.) Christmas Raffle Program Christmas decor goes up Evening Talk Show	30 Shop Small Saturday Pet Event

12. ➞ DECEMBER ➞ 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
01	02 Cyber Monday Senior Citizen Program Evening Talk Show	03 Giving Tuesday Coffee Talk Evening Talk Show	04 Artwalk Evening Talk Show	05	06	07 Porchfest Beck 5K Run
08 Chess and Chill	09 Senior Citizen Program Evening Talk Show	10 Karaoke Evening Talk Show	11 Evening Talk Show	12 Feast of Our Lady of Guadalupe Evening Talk Show	13 Evening Talk Show	14 Woman's Club of Palatka Christmas Tour of Homes
15 Craft Class	16 Senior Citizen Program Evening Talk Show	17 Networking Event Evening Talk Show	18 Evening Talk Show	19 Meet-Up Event Evening Talk Show	20 Evening Talk Show	21 Jingle Jam (City of Palatka)
22 Scavenger hunt	23 No School Senior Citizen Program Evening Talk Show	24 Christmas Eve No School Evening Talk Show	25 Christmas Day No School Evening Talk Show	26 No School Yappy Hour Evening Talk Show	27 No School Evening Talk Show	28
29 Palatka Market	30 No School Senior Citizen Program Evening Talk Show	31 New Year's Eve No School Evening Talk Show	01 Evening Talk Show	02 Evening Talk Show	03 Evening Talk Show	04



Yellow: Situational awareness of holidays and school holidays (utilize for program planning)



Lime Green: Original programming



Orange: Events organized by another organization (potential partners or complementing events)



Red: City event to partner with per agreement



Dark Green: Partnerships with companies or organizations



Bright Blue: Decor changes for causes and events

Subject: Introducing BlueCrab Blues Entertainment – The Premier Venue for Blues Artists

Dear [Booking Agent's Name],

My name is Ken Davis, and I am the Entertainment Manager at BlueCrab Blues Entertainment, a premier venue located in the heart of Palatka, Florida. We are passionate about bringing the best blues music to our community and providing a top-notch experience for both artists and audiences alike.

BlueCrab Blues Entertainment offers an intimate and inviting atmosphere that is perfect for live blues performances. Our venue features state-of-the-art sound and lighting systems, a spacious stage, and comfortable seating that ensures every guest has a fantastic view of the performance. We also have a fully stocked bar and a dedicated staff committed to creating a memorable experience for all who attend.

We understand the unique requirements of blues artists and are dedicated to providing the support and amenities needed for a successful show. Our team is experienced in working with musicians and booking agents to ensure seamless event planning and execution.

Palatka has a rich musical heritage and a vibrant community of blues enthusiasts who are always eager to discover new talent and enjoy live performances. We believe that BlueCrab Blues Entertainment is the ideal setting for your artists to showcase their musical offerings and connect with an appreciative audience.

We would be honored to host your talented artists at our venue and collaborate on bringing exceptional blues music to our stage. Please find attached a detailed overview of our venue, including technical specifications, seating capacity, and past event highlights.

I would love the opportunity to discuss potential bookings and answer any questions you may have. Please feel free to contact me directly at [Your Phone Number] or [Your Email Address] to arrange a meeting or a tour of our venue.

Thank you for considering BlueCrab Blues Entertainment as a destination for your artists. We look forward to the possibility of working together and creating unforgettable musical experiences.

Best regards,

Ken Davis
Entertainment Manager
BlueCrab Blues Entertainment
[Your Phone Number]
[Your Email Address]
[Venue Website URL]

Attachments: Venue Overview and Technical Specifications



ENTREPRENEURSHIP

Our team will develop opportunities for local youth and young entrepreneurs. We know that accessibility creates opportunity. We want to show that the voices of our students matter. We value what they have to say and we are willing to reach them where they are. Blue Crab Development Group North is passionate about creating opportunity for our community. Our team has already begun developing a business program geared towards our community, which will:

- Showcase Local Ideals
- Host “Shark-Tank” style events that we will call “Blue Crab Tank”



FROM START TO MARKET BUSINESS PROGRAM

PALATKA, FLORIDA

THIS IS AN EDUCATIONAL PROGRAM, A BUSINESS INCUBATOR, A MARKETING STRATAGEM, AND COUNTY-WIDE PLACEMENT PROGRAM.

OBJECTIVE:

Establish a Local Entrepreneur program which utilizes youth education, financial & legal literacy, business plan development, product design & development, marketing, and distribution. Ultimately, the program is to provide guidance for home-grown businesses and local ownership of resources.

COMPONENTS:

Youth Business Executive Camp:

A program for youth interested in business. This is project-based, meaning participants are required to produce a product (market and sell), during this camp. This is a four-week course. Each week begins with a short essential lesson (i.e., “what is business?” How to write a business plan, how to open a bank account, etc.)

WEEK 1

Organizing teams (Officers, Treasury, Secretary), selection, creation, design, & development of the product or business service. A full business plan is to be created at the end of the week.

WEEK 2

Students must figure out how to fund their product, create a budget, and produce the product. Students must also figure out how to market and transport the product, as well as select a location, in order for customers to purchase.

WEEK 3

Week 3: Students must sell the product or offer their business service. At the end of the week, their sales are calculated (based on revenue & expenses) and the group with the most sells wins the competition.

WEEK 4

Assessment of results and Financial & Legal Literacy

From Start to Market Business Program:

A program designed for startup and existing businesses. This program utilizes real-world applications and walks participants through the process of development of their business into a working day-to-day operation. This includes: business plan; business registration; insurance & licenses; budget & funding; product development; product design; marketing (including website & social media); placement; and distribution.

WEEK 1

Initial consultation- this determines what stage of business do you have, what aids are required, what steps should be taken to move forward, and determines the course of action to proceed.

**WEEK 2**

Product or Service Development. The product or service is analyzed for strengths & weaknesses. Affordable improvements are made. Budget and funding is applied and projected. The course of action is pursued.

Marketing Stratagem Program:

This program is Putnam County-Wide and created to develop a marketing strategy for the city of Palatka, as well as South and West Putnam for the distribution of goods and services.



VOICE OF PALATKA

We plan to outfit the River Center with a multi-functional studio for radio and podcasts, providing a platform for locals and visitors alike to come in and learn about all the happenings in town. Bass Capital Radio Podcasts will capture the incredible stories of our citizens, representing the fabric of our shared history. The multi-functional studio will also double as a television studio, as well as a recording studio for local up-and-coming bands.





ECOTOURISM

Ecotourism is integral to the River Center. We are creating opportunities that leverage one of our greatest assets, the St.

Johns River, to include providing more water access with boats, and tours down the river to Bear Island and the Ocklawaha.

Let's bring back the boat races, sailing regattas, and rowing competitions. Add in sea-plane fly-in events that support our municipal airport as well. We'll get the most out of our Trail Town designation and other sports tourism events, ultimately highlighting the connectedness of the 310 miles of river.

In June, Charlie flew to Norfolk, Virginia to spend the day with the Tidewater Wooden Boat Workshop. Through the building of wooden boats and other nautical activities,

youth learn STEM and life skills like teamwork, communication skills, planning and organization, and problem solving. All of the youth programs are offered at no cost to families.

Blue Crab Development Group North is in talks with the Tidewater Wooden Boat Workshop now about implementing a similar program here. Our team's hope is to ultimately provide a career pathway to the shipbuilding jobs that are already here and pay high wages.

A focus on naval architecture and marine construction brings us back to our roots—all the way back to the 1700s to Dennys Rolle who settled near San Mateo and had shipping lanes down to the Caribbean and even sent turpentine to England. Bringing shipping back to Putnam County will be a focus at the River Center.

Our team recognizes the important ecological educational work the River Center is already providing. Successful educational resources and events such as the Bartram Frolic and other youth-focused educational programs will continue to thrive under Blue Crab Development Group North's leadership.





Successful educational resources and events such as the Bartram Frolic and other youth-focused educational programs will continue to thrive under Blue Crab Development Group North's leadership.

LETTERS OF RECOMMENDATION

As demonstrated, our Team has conducted a thorough review of the proposed plan and have even begun to put forth the work to begin these plans on day one. We faithfully believe in the success of this proposal. We have reached out to subject matter experts and have received some valuable feedback. Please refer to the following pages for letters from the following experts. Also included is a memorandum of law in support of our team's proposal.

JEFF SIEGLER

Revitalization Consultant

Jeff has assisted hundreds of communities with their revitalization, economic sustainability, and community development over the course of his career. Utilizing a background in urban planning, downtown district management, revitalization, real estate, economics and organizational development, his diverse background and expertise lends a unique vantage point for addressing community concerns.

Jeff's consulting firm focuses on assisting municipalities in all facets of revitalization and community improvement/redevelopment. Specializing in strategic planning, economic development strategies, vacant property redevelopment, and capacity building. In the last 5 years, Jeff has provided consulting services in over 25 states including public presentations, civic pride workshops, civic pride campaigns, downtown assessments, and board development/strategic planning meetings.

BRIAN L. BOURDEAU, PHD

Associate Professor of Marketing

Raymond J. Harbert College of Business, Auburn University

Brian L. Bourdeau, PhD, is an associate professor of marketing at Auburn University. He also owns his own consulting company, The River Street Group. His research interests include services marketing, service quality, customer satisfaction, sustainability, survey research methodologies, and sports marketing. Bourdeau's research has appeared or is forthcoming in such highly regarded outlets as the Strategic Management Journal, Journal of Service Research, Journal of Business Research, Journal of Services Marketing, Marketing Management Journal, Journal of Non-Profit & Public Sector Marketing, International Journal of Sports Marketing and Sponsorship and International Review of Business Research Papers among others.



Jeff Siegler
457 Arden Rd
Pittsburgh, PA 15216
Jeff@revitalizeordie.com
740.215.7976
8/20/2024

Palatka City Commission
City Hall
201 N 2nd Street
Palatka, FL 32177

Dear Members of the Palatka City Commission,

As a city planning consultant with 20 years of experience in urban development and community planning, I am writing to express my full support for the real estate development project proposed by Mr. Charles Douglas. Based on my professional assessment, this project presents a transformative opportunity for the City of Palatka, promising substantial benefits both in terms of economic growth and community enhancement.

One of the most significant aspects of this project is its potential to considerably increase the city's tax base. By activating currently underutilized spaces, this development will generate new revenue streams that can be reinvested into the community. This is a crucial step toward ensuring the long-term financial health and sustainability of the city.

Moreover, the location of the development at a key downtown intersection is strategically advantageous. As the primary entry point for visitors crossing the bridge into Palatka, this site plays a critical role in shaping first impressions of your city. The proposed development will create a visually appealing and active gateway, setting a positive tone for those entering downtown. Enhancing the aesthetic and functional appeal of this intersection is likely to stimulate further economic activity, attracting businesses, visitors, and potential investors to Palatka.

I would also like to commend Mr. Douglas for the thoroughness and care with which he has approached this project. It is clear that he has taken into account the diverse needs of the community, ensuring that the development will bring maximum benefits to the residents of Palatka. His willingness to explore and implement measures that align with the city's long-term goals is a testament to his commitment to fostering sustainable urban growth.

REVITALIZE, OR DIE. | REVITALIZEORDIE.COM | 412.407.5076 | PITTSBURGH, PA

The proposed real estate swap is a particularly prudent move, offering a mutually beneficial arrangement that positions the city for future success. The strategic advantages of this swap, combined with the broad community benefits of the development, make this an opportunity that the city should eagerly embrace.

In conclusion, I strongly recommend that the City Commission support and approve Mr. Douglas's proposal. This project is well-aligned with the city's strategic planning objectives and represents a critical step forward in Palatka's ongoing development. The positive impact on the community, economy, and overall urban environment makes this a project that should be prioritized.

Thank you for considering my professional perspective on this matter.

Sincerely,

Jeff Siegler
Principal, Revitalize, or Die.

REVITALIZE, OR DIE. | REVITALIZEORDIE.COM | 412.407.5076 | PITTSBURGH, PA

April 2, 2024

Dr. Brian L. Bourdeau, PhD
Associate Professor of Marketing
Raymond J. Harbert College of Business
Auburn University

President and CEO
The River Street Group LLC.

City Council Members and Mayor Correa:

I am writing to demonstrate my support for Blue Crab Development Group's proposal. Being a native of Palatka, the downtown area is near and dear to me. I grew up on the corner of 15th and River Streets. I made countless trips down the hill from the top of River Street on my bicycle to the riverfront and downtown as a boy. I fondly remember Western Auto, McCrory's, milkshakes from Moore's Drug Store, and getting my hair cut by "Bill the Barber."

I will be discussing the value of assemblage in planning for future growth for municipalities and developers. I have been a Marketing Professor at Auburn University for the past 18 years. I hold a PhD in Marketing, MS in Demography and Applied Statistics, and an MS in Marketing. All from Florida State University. I also obtained an AA from St. John's River Community College while playing on the baseball team. I likewise own a consulting company named The River Street Group. I named my company after the street I grew up on in Palatka as an homage to the place where I was raised. As a professor, I teach Marketing Strategy. This course focuses on the financial aspects of marketing. In my role as a consultant, I specialize in expert witnessing for business damages cases, corporate marketing strategy, and patent and trademark litigation. Thus, I feel confident in my ability to speak to the benefits of assemblage based on my academic and consulting experience.

Assemblage, in the context of real estate, refers to the process of acquiring multiple parcels of land in order to create a larger, more cohesive development. This can be done by either purchasing individual parcels or negotiating with multiple property owners to combine their land for a larger development.

By combining multiple parcels of land, developers can consolidate infrastructure, utilities, parking, and other amenities, reducing overall costs. This can make the project more

Page 1 of 2

financially feasible and attractive to future investors. In addition to cost savings, assemblage also presents opportunities for developers to create more cohesive and integrated developments. By assembling multiple parcels of land, developers have greater control over the design and layout of the development, allowing for better integration of amenities, open spaces, and other features that enhance the overall quality of life for residents.

Furthermore, assemblage can also increase the marketability of a development. Larger, more integrated developments are often more appealing to buyers and investors, as they offer a wider range of amenities and a more cohesive living environment. This can help drive demand for the development and increase property values over time.

For municipalities, assemblage can also provide significant benefits. By working with developers to assemble land for larger developments, municipalities can encourage more sustainable and efficient growth patterns, reduce urban sprawl, and maximize the use of existing infrastructure. This can lead to more efficient use of land, reduced infrastructure costs, and increased tax revenues for the municipality. Moreover, assemblage provides opportunities to spur economic growth within the municipality. It allows for the creation of mixed-use developments, commercial centers, or industrial parks that contribute to job creation and tax revenue.

Assemblage can enable the creation of community amenities such as parks, green spaces, recreational facilities, and affordable housing developments. These improvements enhance the quality of life for residents and contribute to the overall attractiveness of the municipality. Likewise, assemblage can be a tool for revitalizing blighted or underutilized areas within the municipality. By assembling parcels and implementing redevelopment plans, municipalities can breathe new life into neglected neighborhoods, increasing property values and attracting new businesses and residents.

In conclusion, assemblage is a valuable tool for both municipalities and developers to plan for future growth. By combining multiple parcels of land, developers can achieve cost savings, create more integrated and marketable developments, and promote more sustainable growth patterns. I encourage all stakeholders to consider the benefits of assemblage in their planning efforts to create more vibrant and successful communities.

Based on my professional opinion, I strongly feel it is in the best interest of the city and the citizens to vote yes for the proposal from the Blue Crab Development Group.

Respectfully,

Dr. Brian L. Bourdeau, PhD

Memorandum of Law in Support of Blue Crab's RFP 2024-15 Proposal

As a contiguous property owner, Blue Crab Development Group North's ("Blue Crab") RFP 2024-15 proposal presents distinct advantages and efficiencies for the acquisition and revitalization of the St. Johns River Center ("River Center"). Blue Crab's vision for the 100 Block expands the project footprint through lot assemblage. Lot assemblage includes acquiring adjacent parcels of land in order to develop a larger project.¹ Lot assemblage through land exchange is one technique that has been used successfully to foster redevelopment and economic development.²

For example, CityPlace, West Palm Beach, FL included the assemblage of 26 contiguous blocks of the then-run-down inner-city area which is now a thriving mixed use development (residential, retail, and entertainment) and its economic impact on West Palm Beach has been compared to the impact of Disney World on Orlando.³

Blue Crab's proposal aligns with the City of Palatka ("City"), Florida Community Redevelopment Plan Goals for the Central Business District, particularly Goal 11-13, which relate to establishing a distinctive character and identity for Downtown Palatka, increasing private sector investment and economic activity, and the City's ability to act as a resource and advocate for existing businesses within the CRA.⁴ The assemblage of lots described in Blue Crab's proposal would activate the potential for a cohesive development with distinctive character that showcases Palatka charm by way of private investment from one of the 100 Block's current tenants and collaboration from the City.

Lot assemblage presents greater and more meaningful development opportunities for developers and therefore decreases the likelihood that the City will need to grant variances during the revitalization effort.⁵ Fragmented development of the parcels will diminish value while transaction

¹ See generally AMICUS CURIAE BRIEF OF JOHN NORQUIST — KELO V. CITY OF NEW LONDON, SL005 ALI-ABA 87, 111.

² See *Id.*

³ See *Id.*

⁴ See City of Palatka, *Community Redevelopment Plan*, October 2021.

⁵ See Mark A. Rothenberg, *The Status of Nonconforming Use Law in Florida*, Fla. B.J., March 2005, at 46, 49.

cost rise thereby threatening the utility of the parcels.⁶ Land exchanges squarely tackle the ills of fragmentation while reducing inefficiencies and transaction costs, both with respect to the properties themselves and the parties involved.⁷ Land exchanges at the federal level have a track record of reducing public land fragmentation.⁸ Private / public land exchanges have also proven to be a successful redevelopment tool throughout the state.⁹

The City is required pursuant to Section 163.345, Florida Statutes, to “afford maximum opportunity... to the rehabilitation or redevelopment of the community redevelopment area by private enterprise” which specifically includes decisions related to the use and disposition of land.¹⁰ The right of the City to utilize lands owned by it for a particular public use such as undertaking or carrying out of a community redevelopment project and related activities has been recognized by the courts.¹¹ Blue Crab’s proposal provides a plan for major redevelopment of the corridor without the use of the City’s eminent domain power provided for in the Community Redevelopment Act.¹² Where developers are willing to invest in the community or undertake rehabilitations, ample benefits accrue to the community to justify the disposition of property.¹³

Blue Crab’s proposal allows the City to coordinate with private investors to functionally operate as a land bank with the primary function being the assemblage of a larger footprint of land for the benefit of the community.¹⁴ The land assemblage described in Blue Crab’s proposal can provide the City with the opportunity to control the growth, revitalization, and development of the 100 Block corridor and thus Blue Crab’s proposal presents distinct opportunities as an adjacent and contiguous property owner.¹⁵

⁶ See Daniel B. Rosenbaum, Confronting the Local Land Checkerboard, 56 U. Rich. L. Rev. 665, 680 (2022).

⁷ See *Id.*

⁸ See *Id.*

⁹ See Town of Cutler Bay, Town of Cutler Bay Completes Land Swap for the Site of New 16-Acre Municipal Complex and Park, Community, Town of Cutler Bay, August 14, 2024 <https://www.cutlerbay-fl.gov/community/page/town-cutler-bay-completes-land-swap-site-new-16-acre-municipal-complex-and-park>.

¹⁰ See Section 163.345, *Florida Statutes*, (2023).

¹¹ See 19 Fla. Jur 2d Dedication § 9.

¹² See generally *Id.*

¹³ See Matthew J. Samsa, Reclaiming Abandoned Properties: Using Public Nuisance Suits and Land Banks to Pursue Economic Redevelopment, 56 Clev. St. L. Rev. 189, 230 (2008).

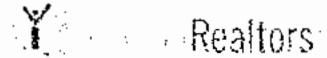
¹⁴ See Frank S. Alexander, Land Bank Strategies for Renewing Urban Land, J. Affordable Housing & Community Dev. L., Winter 2005, at 140, 146.

¹⁵ *Id.*



Bass Capital Radio Broadcasting LIVE at Bassmaster Elite 2024

Commercial Contract



1 **1. PARTIES AND PROPERTY:** City of Palatka, Florida, a Municipal Subdivision of the State of FL ("Buyer")

2 agrees to buy and Blue Crab Development Group North, LLC ("Seller")

3 agrees to sell the property at.

4 Street Address: 100 and 102 Reid Street Palatka, FL 32177

6 Legal Description: 42-10-27-6850-0030-0011, 42-10-27-6850-0030-0013, 42-10-27-6850-0030-0010

8 and the following Personal Property: None

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:** \$ 1,325,000.00

12 (a) Deposit held in escrow by:

13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address:

Phone:

15 (b) Additional deposit to be made to Escrow Agent

16 ☐ within days (3 days, if left blank) after completion of Due Diligence Period or

17 ☐ within days after Effective Date

18 (c) Additional deposit to be made to Escrow Agent

19 ☐ within days (3 days, if left blank) after completion of Due Diligence Period or

20 ☐ within days after Effective Date

21 (d) Total financing (see Paragraph 5)

22 (e) Other See Exhibit A

23 (f) All deposits will be credited to the purchase price at closing.

24 Balance to close, subject to adjustments and prorations, to be paid

25 via wire transfer.

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before September 13, 2024, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
33 . Calendar days will be used when computing time periods, except time periods of 5
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
36 business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

38 (a) Closing Date: This transaction will be closed on October 30, 2024 (Closing Date), unless
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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

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

5. THIRD PARTY FINANCING:

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

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

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

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

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within _____ days after Effective Date or at least 5 days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

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

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

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

(c) Survey: (check applicable provisions below)

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

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

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

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

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

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

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 3 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

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

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

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

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

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

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

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

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

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

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

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

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

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

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

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

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

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

14. DEFAULT:

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

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

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

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

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

251 **17. DISCLOSURES:**

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

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

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

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

266 **18. RISK OF LOSS:**

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

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

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

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

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

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

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

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

(Address, Telephone, Fax, E-mail)

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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

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

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

☐ (A) Arbitration	☐ (E) Seller Warranty	☐ (I) Existing Mortgage
☐ (B) Section 1031 Exchange	☐ (F) Coastal Construction Control L	☐ (J) Buyer's Attorney Approval
☐ (C) Property Inspection and Repair	☐ (G) Flood Area Hazard Zone	☐ (K) Seller's Attorney Approval
☐ (D) Seller Representations	☐ (H) Seller Financing	☐ Other _____

23. ADDITIONAL TERMS:

See Exhibit A.

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

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

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

ATTENTION: SELLER AND BUYER

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

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

(Signature of Buyer) Date: _____

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

Title: _____ Telephone: _____

(Signature of Buyer) Date: _____

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

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: _____

(Signature of Seller) Date: _____

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

Title: _____ Telephone: _____

(Signature of Seller) Date: _____

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

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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

EXHIBIT A

- The appraised values were determined by an independent third-party appraiser (CBRE). The party conveying the property with the lower appraised value, Blue Crab Development North, LLC, shall pay the difference in value to The City of Palatka at closing (\$275,000.00).
- The purchase price in line 11 is set as the appraised value (CBRE) of 100 and 102 Reid Street, "Port Consolidated Property" (42-10-27-6850-0030-0010; 42-10-27-6850-0030-0011; 42-10-27-6850-0030-0013); \$1,325,000.00.
- Line 25 is the difference between the appraised market values being conveyed (CBRE). Blue Crab Development North, LLC, to deposit \$275,000.00 for closing of "The River Center" property (42-10-27-6850-0020-0080; 42-10-27-6850-0020-0101; 42-10-27-6850-0020-0100); \$1,600,000.00.
- Both parties will be given considerations to repurchase respective assets being conveyed within five years.
- Continued collaborations with City of Palatka as outlined in due diligence package shall continue for a minimum of five years at no financial cost to The City. The list of collaborations will be reevaluated and/or revised at the end of the five-year term.
- During the five-year period, additional collaborations/rentals to The City will occur at "net cost."
- Putnam County residents shall receive a discount of no less than 20% of advertised rates for event/space rentals.
- The River Center's public access hours shall increase by no less than 50% for the next five years when compared to the previous five years.
- All parcels and structures shall be conveyed "as-is."
- This Response to Palatka RFP 2024-15 shall also include the previously submitted Due Diligence Binder submitted to The City under separate cover.

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Tab 4: **Financial Return/ Effect on CRA**

RESPONSE TO PALATKA RFP 2024-15

NOTICE OF DISPOSITION OF REAL PROPERTY WITHIN THE
CITY OF PALATKA COMMUNITY REDEVELOPMENT AREA





75th Azalea Festival 2024

Perpetual Evaluation of St. Johns River Center
Located at 102 N. First St.
Palatka, FL 32177

Independent Analysis Prepared by:
Rhonda D. Odom, CPA
386-972-1832

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<i>Closing Remarks and Conclusions</i>	<i>8</i>

History:

St. John's River Center is located @ 102 N First St. in Palatka, and is a 4,900 square foot building that along with an extra lot sits on a combined total of 1/2 acre of land. It currently serves as an educational resource regarding the ecological significance of wetlands, the conservation and sustainability of these areas and the need for a balanced approach to usage among all communities.

Purpose for Evaluation:

The St. John's River Center Building is being considered for a potential land swap between the City of Palatka and the Blue Crab Development Group North, LLC.

The St. Johns River Center was built in 2015 through a mutual collaboration between the City of Palatka and Georgia-Pacific. The St. Johns River Center is a partnership to provide an educational resource to the community and as such, a Memorandum of Agreement between the City and GP governs the operation of the Center. This MOU is set to expire in July of 2025. GP funded the construction of the River Center Building. GP is supportive of amending and ending the MOU early if the City decides to move forward in the proposed potential land swap.

The land upon which the River Center sits consists of 0.26 acres deeded to the City in 1996 by the Epstein & Kaplan Trusts for \$67,200 along with 0.24 acres deeded in 1995 for \$124,000 (parking lot). The actual building is 4,900 sq. ft. The market value of the building and land according to the Property Appraiser's site is \$1,101,510 and the market value of the parking lot land is \$89,700 for a combined market value of the property proposed in the land exchange of \$1,191,210.

The property being proposed in the potential land swap by Blue Crab Development Group North, LLC, is located at 100 and 102 Reid Street as well as another unassigned lot at the site. This property is better known as the Port Consolidated Property and was purchased by the Blue Crab Development Group North, LLC on January 10, 2024 for \$1,300,000. It consists of a building, a concrete drive, and a parking lot (total land 0.70 acres; total building 6,698 sq ft {base 4,993; office 1,705} plus a canopy and unfinished utility. According to the Putnam County Property Appraiser's site, the market value of all 3 plots is a combined \$524,140.

The Blue Crab Development Group is the party that is proposing the land exchange. Their plan for the River Center is as follows:

The River Center will act as a Welcome Center and gateway to the community.

It will be the catalyst to a downtown movement that will breathe new life into The River Center and include cultural and educational programs to enrich the lives of Putnam's community members.

It will also serve as a space and venue for downtown events (gateway for commercial boat charters, local artist displays, space & venue for Downtown events, musicians/bands on rooftop monthly, etc.).

Ultimately, the Blue Crab Development Group intends to raise the standards for what the future of Palatka can and will look like.

Notes:

The proposed land swap contract has a 4 month due diligence period

The price on the contract would be determined by a neutral third party to determine if there is a difference in value between the River Center and the Port Consolidated Property. The proposal is that the City would own the block north and the Blue Crab Development Group would own the block south of Reid Street. The land swap follows the legal and established precedent of joining neighboring properties.

If the land swap is consummated, the Port Authority properties would go off of the tax roll and the River Center properties would be added to the tax roll.

***The purpose of this analysis is to provide an independent evaluation of the current perpetual evaluation of the River City in its present use and in it's maximized potential revenue use.....
in essence to provide a present value of a future stream of income from the property.***

Financial Analysis:

Intrinsic value: centralized resource to facilitate community interaction and engagement.

Actual Revenues and Expenditures for Previous Years

City's income stream for the following years provided in response to a public records request:

Fiscal year ending:	Net Revenues from Events	Normalize for covid years, beginning March 2020
#####	8,765.00	8,765.00 actual; before covid
#####	3,710.00	8,500.00 Normalized
#####	4,890.00	8,500.00 Normalized
#####	510.00	4,000.00 1/2 year normalized
#####	350.00	350.00 actual
#####	1,256.73 2/3 of year (10/1-5/21)	1,256.73 actual
	<u>19,481.73</u>	<u>31,371.73</u>

Actual Avg yearly revenue over 5.67 years = \$3,435.93

Normalized Avg yearly revenue over 5.67 years = \$5,532.93

Operational Expenses for the following years provided by City:

Fiscal year ending:	River City Operating expenses (No employee expense)
#####	19,726.00
#####	8,613.00
#####	33,037.00 *high maintenance costs
#####	13,556.00
#####	110,688.00 *high maintenance costs (mold remediation, etc.)
#####	8,090.00 2/3 of year (10/1-5/21)
	<u>193,710.00</u>

Actual Avg yearly operational expenses over 5.67 years = \$34,164.02.

Past Repairs to show possible future unexpected repair expenditures

Roof repairs	65,000.00	Past expenses including patches & full repairs performed over multiple years. Estimated from prior employee.
Mold assessment	2,000.00	Estimated by prior employee.
Mold remediation	52,000.00	Approximate amount for Servpro services.
Sky light repairs	2,000.00	Leak repairs for terrarium top. Estimated by prior employee.
Gutter repairs	3,000.00	Additional maintenance. Estimated by prior employee.
Drywall		Awaiting estimate from project manager.
Repaint		Awaiting estimate from project manager.
	<u>\$124,000.00</u>	

Currently the River Center is being underutilized by the City of Palatka and is a drain on the resources of the City. Rentals are slim in part because of the red tape of renting from the city, the under marketing of the Property, and the lack of curbside appeal presented to the Public. Also, few people want to hang around in the area for extended periods of time (maybe provide a courtyard, etc.).

Financial Analysis: Maximizing Revenues

For this analysis we will presume the City will vamp up their efforts to lease the Center consistently, schedule events weekly, and will compare the potential revenues versus necessary upgrades and expenditures.

We will ignore intrinsic value of utilizing the space to bring people together and support their purpose as both the City of Palatka and The Blue Crab Development Group would do this.

Estimated maximized annual revenues:

		Annual Revenue	Notes
Merchandise sales	\$25/shirt	10,000.00	Estimated on purchasing (100) T-shirts quarterly and selling all items.
Ticket sales	\$25/pp, 100 capacity	30,000.00	Estimated (1) VIP experience per month for (12 months)
Sponsors	\$2,500 per month	30,000.00	Estimated. Amount fluctuates on availability per solicited company
TDC	\$15,000	30,000.00	Estimated. Requires guidelines are met. Awarded twice a year. Amount may vary based on available funding.
Lease agreement	\$500/mth	6,000.00	Amount should be based on fair market value. Estimated based on an average of the existing lease agreement on City property. Current agreements do not exceed \$500 per month.
Event rental	\$800 full bldg, all day	133,600.00	Estimated for (3) day weekends for (52) weeks and (11) federal holidays
Cleaning fee charge	\$50 per event	8,350.00	Estimated for (3) day weekends for (52) weeks and (11) federal holidays
Maximized estimated annual revenues:		\$ 247,950.00	

Financial Analysis on Projected Expenditures for this level of income:

Monthly expenses:	Monthly	Yearly	Notes
Electricity	350.00	4,200.00	Based on Larimer reported costs
Internet Increase	150.00	1,800.00	Based on Community Affairs expenses
Security	70.00	840.00	Estimated
Increase in Paper goods	250.00	3,000.00	Estimated for toilet paper, paper towels, napkins, toilet liners, etc.
Pest Control	40.00	480.00	Estimated
Landscaping	200.00	2,400.00	Ongoing services to maintain landscape installation
	1,060.00	\$ 12,720.00	

Annual expenses:	Yearly	Notes
Elevator inspection	100.00	Past rate
Elevator license	100.00	Past rate
Staffing FT	40,000.00	Estimated with built in expenses, hourly employee. Not including overtime
Staffing PT x 2	50,000.00	Estimated with built in expenses, hourly employee. Not including overtime
Maintenance	25,000.00	Estimated: Plumbing, air conditioning, roof, elevator, sprinkler system, handywork, exterior woodwork, etc.
Pressure washing	1,000.00	Approximate costs based on previous
Extinguisher inspection	50.00	Estimated. Performed by Lightfoot
Insurance	12,583.00	Estimated. Commercial replacement cost as well as liability premium. Progressive \$1m liability and \$1m property replacement cost.
Floor treatments	1,600.00	Based on services obtained from a local venue.
Subterranean termite treatment	400.00	Based on other properties owned by the City. Estimated.
	\$130,833.00	

Additional Services	Per event	Annually	Notes
<i>Amt of monthly & weekly events combined with various service options will fluctuate per event. The figures are based on happening at least once a month and could be increased with frequency of events or a specially held event series that could be weekly.</i>			
Themed décor per event	\$300-\$1,500	14,400.00	(2) events per month averaging \$600 ea event for (12) months, assuming decor is reusable or not necessary for additional events. Estimated.
Alcohol services	\$1,000	12,000.00	Would require third party sponsor, cannot be purchased with tax dollars, (1) alcohol event for (12) months. Estimated.
Musical entertainment	\$500-\$2500	18,000.00	Estimated an average of \$1,500 per (1) musical act per month for (12) months
Food	\$300-\$3500	22,800.00	Estimated an average of \$1,900 per (1) dining event per month for (12) months
VIP Experience	\$250-\$1500	10,500.00	Estimated an average of \$875 per (1) event per month for (12) months. Experiences may include 360 photobooth, special backdrop, additional food experience, open bar, or other amenities to heighten the experience.
Swag	\$500-\$1500	4,000.00	Estimated for (100) people per occasion & ordered in bulk quarterly for the annual amt.
Merchandise investment	\$1,500	6,000.00	Estimated for wholesale (100) people per occasion & ordered in bulk quarterly for the annual amount.
Cleaning services	\$50/event	8,350.00	Estimated for (3) day weekends for (52) weeks and (11) federal holidays
Insurance for special event	\$300+/event	3,600.00	Estimated. Based on (1) alcoholic event per month for (12) months.
Propane (gas heaters)	\$50/tank refill	750.00	Estimated for (5) heaters currently on hand at City of Palatka filled (3) times per season.
Police supervision for alcoholic events	\$45/hr, 4 hr min = \$180	4,320.00	Police presence is currently required. Estimated for (2) officers for (1) event a month for (12) months.
Marketing	\$1,500/mth	18,000.00	Estimated. Print advertisements, social media promotional boosts, printed flyers, graphic work, etc. Will vary with number of events held.
		\$122,720.00	

Total Expenses for Maximizing Revenue:	\$ 266,273.00
---	----------------------

Initial Possible Outlay of Funds to Maximize Revenues (Weekly events, etc.)

One Time Expenses

Increase table inventory	\$200 each	1,000.00	Purchase of (5) additional rectangle tables, could be more. Based on Uline prices.
Increase chair inventory	\$50 each	5,000.00	Purchase of (100) additional folding chairs, could be more. Based on Uline prices.
Increase linen inventory	\$20/2 pk	500.00	Purchase of (10) tablecloths in (5) colors. Based on average price on Amazon.
Chair covers	\$70/25 pk	1,400.00	Purchase (100) chair covers in (5) colors, could be increased for seated events on rooftop and lobby. Based on average price on Amazon.
Increase high tops	\$210 each	1,050.00	Purchase (5) additional high top tables. Based on Uline prices.
Increase high top linens	\$20/2 pk	500.00	Purchase of (10) tablecloths in (5) colors. Based on average price on Amazon.
Sound system	\$2,500	2,500.00	Estimated price for commercial grade portable sound system. Prepared for one floor only. Optional choice for permanent installation.
		\$ 11,950.00	

Capital Improvements: One-Time Expense

Increase restrooms	40,000.00	Currently has two stalls, including (1) ADA stall. Estimated.
Landscaping	10,000.00	Initial installation. Estimated.
Lighting	15,000.00	Additional lighting on rooftop and lobby area for events and rentals.
Storage	10,000.00	Increase storage space to hold tables, chairs, high tops, linens, décor, etc. May require offsite or additional renovations. Estimated.
		\$ 75,000.00

Total Initial Possible Outlay of Funds: \$ 86,950.00

Perpetual Valuation of Current Actual Financials

Calculating present value is a powerful tool for making financial decisions and evaluating investments to determine the worth of the investment today.

Present value is a key financial concept and it refers to the value today of a future cash flow or series of cash flows. It allows individuals and businesses to determine the worth of an investment or project by discounting the future cash flows back to their current value.

Future cash flows represent the expected monies that will be received in the future.

The discount rate is the interest rate or required rate of return.

The time period refers to the number of time periods in which the future cash flows will be received.

For our analysis, we will use a discount rate of 5% and will use a time period of 20 years.

Cash Flow Analysis for the Current Actual Financials

Cash Flow Period:	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20
Cash Flow Amount:	Based on actual average revenue stream for 5.67 years: \$3,436
Discount Rate:	5%
=PV(0.05, 20, 3436)	<u><u>\$42,820.15</u></u>

Cash Flow Analysis for the Current Actual Financials, Normalized (COVID)

Cash Flow Period:	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20
Cash Flow Amount:	Based on normalized revenue stream for 5.67 years: \$5,533
Discount Rate:	5%
=PV(0.05, 20, 5523)	<u><u>\$68,828.79</u></u>

Please note that this is an analysis of just the present value of 20 years of an assumed revenue stream based upon current actual revenues or normalized revenues.

It does not take into account any outlay of expenditures for these 20 years

The actual expenditures over the past 5.67 years was an average of \$34,164 per year.

The Present value of that same level of expenditures for a 20 year period would be:

(\$425,758.95)

Overall, maintaining at the present status quo, presents a negative present value & is unprofitable.
--

Perpetual Valuation of Maximized Revenue Financials

Again, calculating present value is a powerful tool for making financial decisions and evaluating investments to determine the worth of the investment today.

Present value is a key financial concept and it refers to the value today of a future cash flow or series of cash flows. It allows individuals and businesses to determine the worth of an investment or project by discounting the future cash flows back to their current value.

Future cash flows represent the expected monies that will be received in the future. The discount rate is the interest rate or required rate of return. The time period refers to the number of time periods in which the future cash flows will be received.

For our analysis, we will use a discount rate of 5% and will use a time period of 20 years.

Cash Flow Analysis for the Maximized Revenue Stream

Cash Flow Period:	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20
Cash Flow Amount:	Based on Maximized Estimated Annual Revenue Stream: \$247,950
Discount Rate:	5%
=PV(0.05, 20, 247950)	<u><u>\$3,090,005.05</u></u>

Please note that this is an analysis of just the present value of 20 years of an assumed revenue stream based upon projected maximized revenues.

It does not take into account any outlay of expenditures for these 20 years

The estimated expenditures for this level of maximized income is \$266,273 per year.

The Present value of that same level of expenditures for a 20 year period would be:

(\$3,318,350.13)

Overall, with maximizing potential revenue, along with its related expenses, continuing this project makes for a Negative Present Value & is unprofitable.
--

Closing Remarks and Conclusions

In using current actual financials, normalized actual financials, and estimating maximized financials, while assuming the City of Palatka will put forth the expenditures necessary to make The River Center a Premier rental revenue site and would implement merchandise sales, ticket sales, pursue TDC grants, offer lease agreements, do event rentals for 3 day weekends for 52 weeks plus 11 federal holidays, as well as hiring staff, conducting marketing, purchasing themed décor, and swag, increasing the restrooms, seek landscaping, provide a third party sponsor for alcohol services, provide musical entertainment, provide police supervision for alcoholic events, as well as increasing table and chair inventory, high tops and linens, purchasing a sound system, etc., I am providing the following independent conclusion.

Neither maintaining at the current actual or normalized levels or maximizing the potential of The River Center, offers a profitable venture for the City of Palatka.

From a business standpoint, I conclude that approving the land swap would be in the best interests of the City of Palatka.

Other Notes:

Advantages for the City in conducting the land swap:

Blue Crab Development Group will keep it open to the public
Blue Crab Development Group will elevate the facility.
City of Palatka eliminates major cash drain on budget.
City of Palatka workers can concentrate on city work.
City of Palatka will not have the one time outlay of funds to get the Center prepared.
Risk associated with utilization of Center is removed from City.

Tax implications if city takes over and runs the Center as a business, the Center would go onto the tax roll.

*Based on current millage rates, and without exemptions, taxes based on last year's millage rates would be around \$22k a year.

**assuming market equals appraised value as the tax roll currently shows*

Rhonda D. Odom, CPA
Independent Analysis
5-Jul-24

Tab 5:

Fulfillment of CRA's Requirements & Objectives for the Project

RESPONSE TO PALATKA RFP 2024-15

NOTICE OF DISPOSITION OF REAL PROPERTY WITHIN THE
CITY OF PALATKA COMMUNITY REDEVELOPMENT AREA





Downtown Movie Night

CITY'S VISION FOR THE FUTURE

“Private sector investment within the Community Redevelopment agency is one of the key activities and measurements of success for the Palatka Community Redevelopment Agency.”

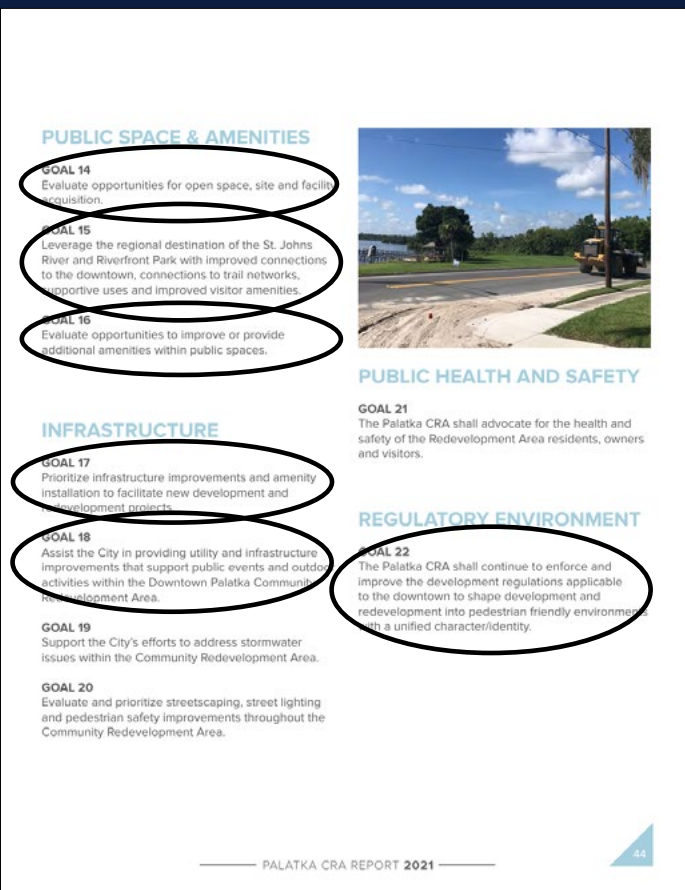
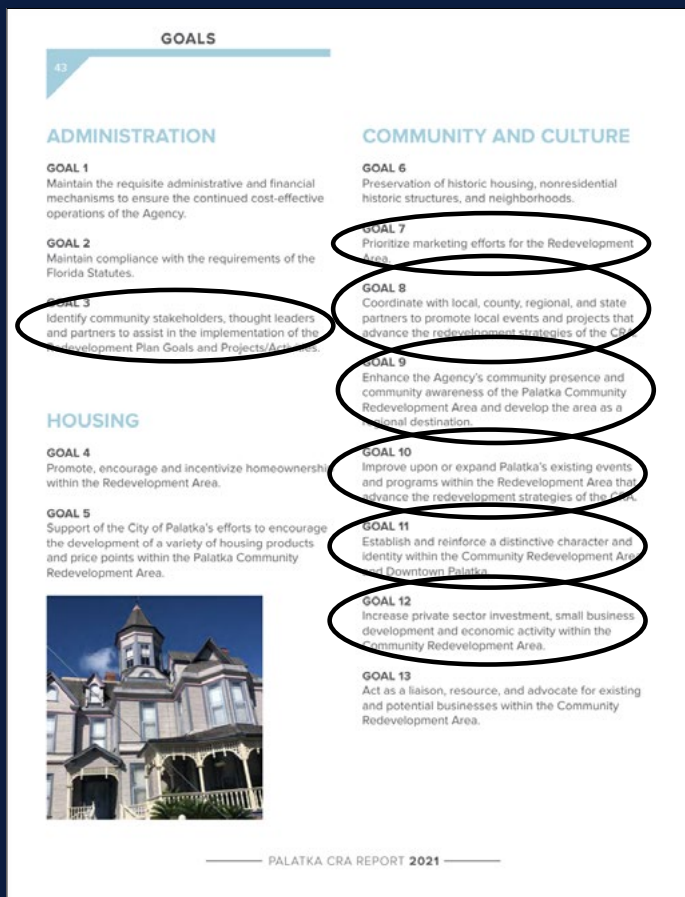
City of Palatka Community
Redevelopment Plan, Page 35

Our team has thoroughly reviewed the Palatka Community Redevelopment Area Plan and have carefully considered how we have structured our revitalization efforts for the River Center.

“The vision for the Palatka Community Redevelopment Area presents the City as a welcoming regional destination for cultural and community activities that celebrates its history, residents and natural amenities while embracing its dynamic and promising future.”

City of Palatka Community
Redevelopment Plan, Page 18

Blue Crab Development Group North's plan to revitalize The River Center is based around this vision. Our Team's goal is to use The River Center as a catalyst for a downtown revitalization.



The City of Palatka has identified several strategic goals within the CRA. We envision walking side by side with the City towards achieving these goals. In fact, our proposed plan for The River Center aligns with many of the City's current goals.

“By permitting a wide mix of uses, maintaining numerous park facilities, and offering a relatively broad mix of housing types, the CBD continues to remain attractive to prospective residents and business owners alike. However, the Redevelopment Area faces its fair share of challenges too, including vacant downtown storefronts, population loss, and ageing structures. As such, the Agency will seek address these issues through the implementation of the Goals, Policies, and Action Strategies present in the updated Community Redevelopment Plan. By doing so, the plan will incentivize entrepreneurship, attract and retain new and existing residents, provide financial assistance to those who continue to invest in their home or business, and bolster the CBD's local economy.”

City of Palatka Community Redevelopment Plan, Page 96

Figure 2: Blue Crab Development Group North's proposed plan aligns with several goals outlined in the CRA.

City of Palatka Community Redevelopment Plan, Pages 43 & 44

The CRA Plan has identified several areas for improvement in and around the River Center and 100 Block. The illustrated Riverfront Revitalization Initiative plans and development patterns in this map coincide with Blue Crab Development Group North's proposed plan. Through our team's proposed land swap, the path to achieve these master planned items is streamlined.

The City will gain a cohesive block to expand the downtown footprint. With the proposed tree lined streets, The City has the capability to create a welcoming complex directly at the gateway to Palatka.



The Conceptual Master Plan has identified this section as a Major Gateway into the City. Based on our Team's proposal, the City has the opportunity to provide not only a grand entrance into Downtown, but connect the North side to the South side with a pedestrian bridge.



The Conceptual Master Plan has identified the area adjacent to The River Center as an opportunity site. Charlie Douglas owns and controls the additional abutting properties on the 100 Block. The potential synergy of assemblage amongst this block gives maximum strategic advantage in developing a successful downtown experience. **This includes fixing the inadequate parking facilities and faulty lot layout.**



Figure 3: Conceptual Master Plan
Palatka Community Redevelopment Plan, Figure 8, Page 40

THE RIVER CENTER: PAST, PRESENT & FUTURE

The River Center was built in 2015 through a collaboration between the City of Palatka and Georgia-Pacific. It was marketed as *St. Johns River Center: Adventures in a Wetlands Ecosystem* and its main purpose was to highlight the local wetland ecosystem's impact on the surrounding community's history, culture, and daily life.

Currently, the River Center features ecological exhibits and provides environmental history of the banks of the St. Johns River. But it can be so much more!

In keeping with the property's original purpose as the gateway to downtown, the River Center should represent our community both inside and out. As mentioned in our proposed plan, our team has already begun assembling community programs and events. We have already researched architectural and structural concepts, and have already provided a detailed perpetual evaluation of all outcomes in an independent analysis.

PAST



Artwork from Grand Opening Event, 07/14/2015,
Photo from: <https://www.visitstaugustine.com/event/grand-opening-st-johns-river-center>

PRESENT



The River Center, photo taken 08/01/2024

FUTURE



Conceptual drawing of The River Center, highlighting potential expansion with abutting property owned by Charlie Douglas.

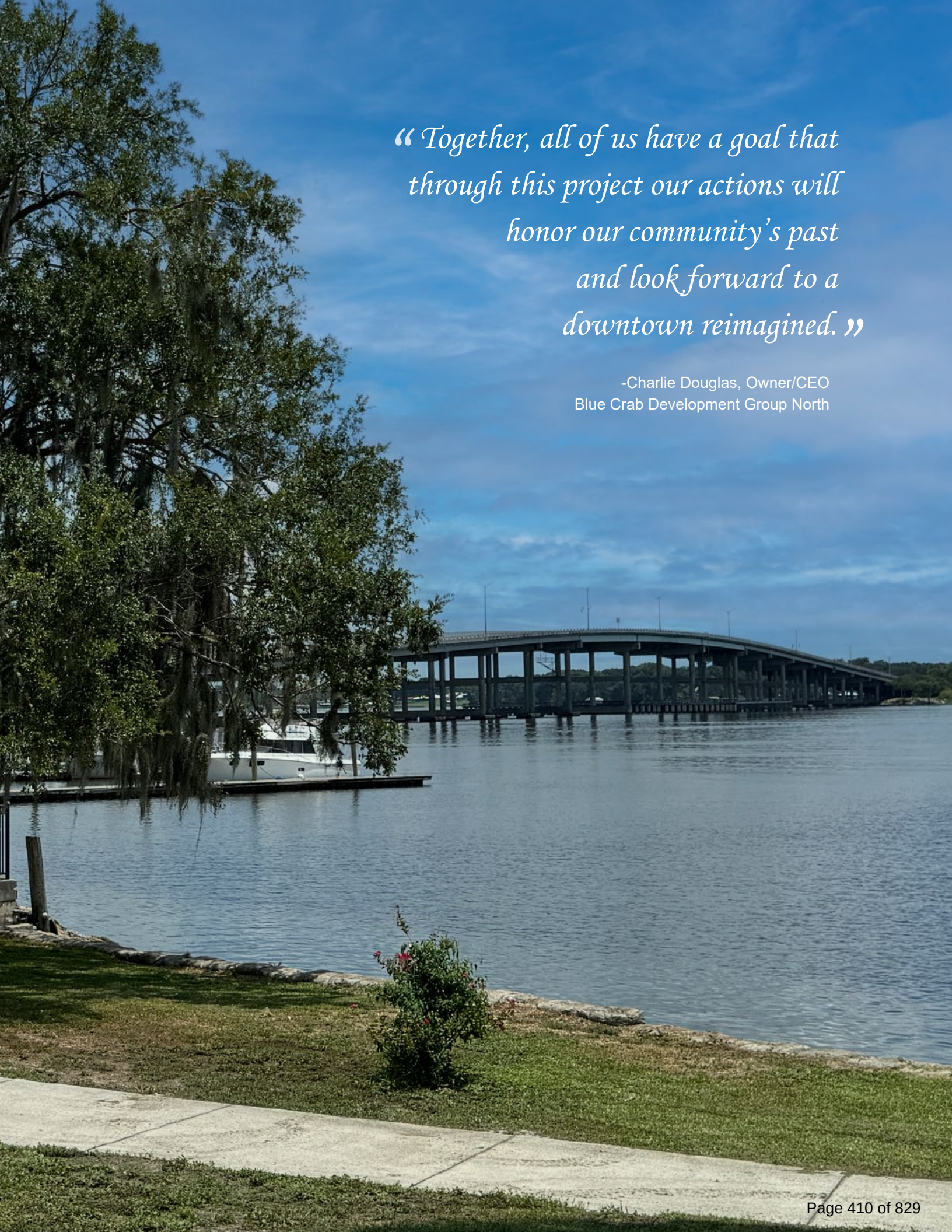
Tab 6: **Local Preference**

RESPONSE TO PALATKA RFP 2024-15

NOTICE OF DISPOSITION OF REAL PROPERTY WITHIN THE
CITY OF PALATKA COMMUNITY REDEVELOPMENT AREA







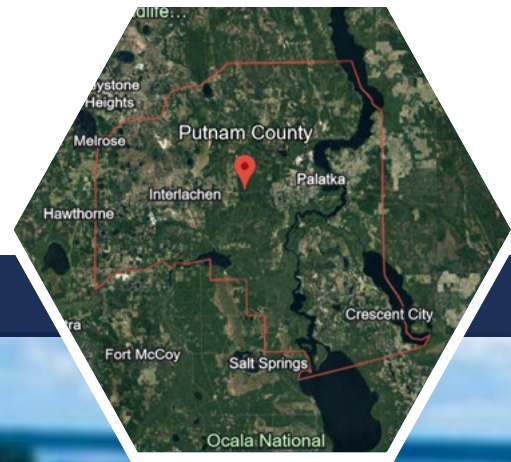
*“ Together, all of us have a goal that
through this project our actions will
honor our community’s past
and look forward to a
downtown reimagined. ”*

-Charlie Douglas, Owner/CEO
Blue Crab Development Group North

LOCAL ROOTS

Charlie Douglas grew up in Palatka. He owns and operates companies in the community and invests in the well-being of the City and community.

Charlie has assembled a team of local community members to be part of this proposed revitalization. Each team member is passionate about the community and is ready to move forward on day one.



Local Faces of **PUTNAM COUNTY**

Blue Crab Development Group North Team



*Continuing Palatka's Renaissance &
Raising The Standards For What The
Future Of Palatka Can And Will Look Like*

BLUE CRAB DEVELOPMENT GROUP NORTH, LLC



REQUEST FOR PROPOSAL (RFP) 2024-15 NOTICE OF DISPOSITION OF REAL
PROPERTY WITHIN THE CITY OF PALATKA

ADDENDUM NO. 3

Date: August 13, 2024
Contact: City of Palatka
201 N. 2nd St.
Palatka, FL 32177
Owner: City of Palatka
To: Prospective Respondents

This Addendum consists of two (2) pages.

This addendum is given to strike the following language from pages 1 – 2 of the RFP document as follows:

~~A successful Proposal is a plan that demonstrates a commitment to the original intent of the Property when it was developed and realized by the public/private partnership the Georgia-Pacific and the City of Palatka. The Project will need to demonstrate how it will continue to serve as an educational resource regarding the ecological significance of wetlands and increase public accessibility and utilization of the Property.~~

This addendum is given to add language to page 5 of the RFP document under the “Minimum Length, Date and Time of Event” paragraph heading as follows:

The purchase and sale transaction must close no later than January 1, 2025 or as soon as Georgia-Pacific agrees to an early termination of the Memorandum of Agreement currently set to expire in July 2025. If additional time is required, a written request must be made in writing no later than fifteen (15) days prior to January 1, 2025. The City Manager is authorized to extend the closing date.

This addendum is also given to replace the “basis of award” paragraph heading as follows:

BASIS OF AWARD

The award will be made by the City Commission based on recommendations of a technical review committee. The committee will evaluate the proposals based on the following criteria:

Evaluation Criteria	Maximum Points
---------------------	----------------

Total valuation of purchase price	20
Qualifications of the Firm and its personnel	10
Development Team financial capacity	10
Public utilization demonstrating community redevelopment and accessibility	10
Likelihood of the proposed revitalization project being feasible in a reasonable timeframe. (1) The thoroughness and convincing nature of the proposer's analyses, assumptions, and strategies, including: the market, development/construction, financing, operating, and other elements of the Proposal; (2) Financing commitments, if any; (3) Extent of control of any additional properties proposed to be included in the Project; (4) Implementation schedule; and, (5) Demonstrated track record of successful redevelopment projects within a Community Redevelopment Agency area in a reasonable and timely manner; and, (6) Demonstrated track record of maintaining ownership and control over a redevelopment project (as opposed to conveying the operations to a third party entity); (7) Conditions and contingencies for realizing the project such as financing, market/preleasing, and regulatory/approvals, and how likely these are to be achieved.	30
Financial return/Effect on the CRA and fulfilment of the CRA's requirement and objective for the Project to benefit the public interest.	10
Local Preference	10

Total: 100



REQUEST FOR PROPOSAL (RFP) 2024-15 NOTICE OF DISPOSITION OF
REAL PROPERTY WITHIN THE CITY OF PALATKA

ADDENDUM NO. 1

Date: July 23, 2024

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

Owner: City of Palatka

To: Prospective Respondents

This Addendum consists of one (1) page.

This addendum is given to change the contact person for the City for this solicitation. The new contact person (not project manager) is as follows:

Sunni Krantz, CMC, City Clerk
skrantz@palatka-fl.gov

All questions shall be emailed to the contact listed above prior to the deadline for questions and questions will be answered via an addendum posted to the bid module of the City's website.



REQUEST FOR PROPOSAL (RFP) 2024-15 NOTICE OF DISPOSITION OF REAL PROPERTY WITHIN THE CITY OF PALATKA

ADDENDUM NO. 2

Date: August 13, 2024

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

Owner: City of Palatka

To: Prospective Respondents

This Addendum consists of one (1) page.

This addendum is given to change or provide dates associated with this RFP.

- 1) The deadline for questions will be August 27, 2024 at 5:00 PM EST.
- 2) The deadline for submittals will be September 3, 2024 at 3:00 PM EST.
- 3) The bid submittals will be opened September 5, 2024 at 9:00 AM EST.
- 4) An evaluation committee will meet September 5, 2024 at 2:00 PM EST for the purpose of evaluating the submittals.



REQUEST FOR PROPOSAL (RFP) 2024-XX15

NOTICE OF DISPOSITION OF REAL PROPERTY WITHIN THE CITY OF PALATKA COMMUNITY REDEVELOPMENT AREA

Pursuant to Fla. Stat. 163.380, Notice is hereby given that the City of Palatka is inviting proposals to be received by the City until 3:00PM, August 16, 2024 from persons interested in undertaking the acquisition and revitalization of the St. Johns River Center located at the 100 block of North 1st Street, known as the "River Center" and more particularly described by the following Parcel Identification Numbers of the Putnam County Property Appraiser:

42-10-27-6850-0020-0080

42-10-27-6850-0020-0101

42-10-27-6850-0020-0100

The City of Palatka desires to improve the visibility and utilization of the Property by putting ownership the Project Site in private hands that demonstrate the vision and ability to fulfill the original mission of the Property in a manner that is consistent with the goals and objectives of the CRA, the Riverfront Revitalization Initiative and development patterns in the immediate area around the Property. The Project Site is approximately 0.52 acres and is currently zoned Downtown Riverfront ("DR") with a Commercial ("COM") future land use designation. The site is already developed with the Property and some parking area (the parking area is primarily owned, used and maintained by the abutting landowner, Blue Crab Development Group LLC. The property is located within the Central Business District, which is described in the 2021 Palatka Community Redevelopment Plan (the "CRA Plan"). The CRA Plan may be accessed online at <https://palatka-fl.gov/197/Community-Redevelopment-Agency>.

It is the responsibility of each proposer to review the City of Palatka Land Development Regulations, Comprehensive Plan and the CRA Plan.

A successful Proposal is a plan that demonstrates a commitment to the original intent of the Property when it was developed and realized by the public/private partnership the Georgia-Pacific and the City of Palatka. The Project will need to demonstrate how it will continue to serve as an educational resource regarding the ecological significance of wetlands and increase

public accessibility and utilization of the Property. The proposal should reflect the public/private partnerships that created this facility through the proposed uses for the facility.

Evaluation Criteria

A. Development Team Financial Capacity, Professionalism, and Experience.

The primary focus of the evaluation shall be on the experience, qualifications, and financial capacity of the proposer (and financial partner, if any is identified and to the extent firmly committed) considering: the proposer's track record for financing and developing projects of comparable nature on a comparable or greater scale and of high quality in terms of their use and architecture and interest in the proposed Project. Evidence of the proposer's reputation for competence and integrity; and successful completion of public-private development experience, if any. The track record for high quality design of the architect/design team will also be considered. Evidence of these elements for proving the proposer's capabilities in the City of Palatka or Putnam County is a plus.

If a proposer's financial capacity is not considered adequate to successfully undertake the Project, the proposer will not be considered no matter what the Proposal's merits are on other criteria. Adequacy of qualifications, relative qualifications, and capacity will be considered comparative criteria weighed along with the other criteria.

B. Likelihood of Feasibility.

The likelihood of the proposed Project being feasible in a reasonable timeframe while remaining consistent with Goal and the Key Objectives for this RFP, considering:

- (1) The thoroughness and convincing nature of the proposer's analyses, assumptions, and strategies, including: the market, development/construction, financing, operating, and other elements of the Proposal;
- (2) Financing commitments, if any;
- (3) Extent of control of any additional properties proposed to be included in the Project;
- (4) Implementation schedule; and,
- (5) Demonstrated track record of successful redevelopment projects within a Community Redevelopment Agency area in a reasonable and timely manner; and,
- (6) Demonstrated track record of maintaining ownership and control over a redevelopment project (as opposed to conveying the operations to a third party entity);
- (7) Conditions and contingencies for realizing the project such as financing, market/preleasing, and regulatory/approvals, and how likely these are to be achieved.

C. Financial Return/Effect to CRA.

This criterion will be evaluated for the value of the proposed sale terms, as well as real estate taxes and any other direct or other clearly identifiable revenues to the CRA that would be generated by the project, along with consideration of the timing and likelihood of receiving these revenues and any such other direct values or costs that the CRA in its discretion considers relevant and can reasonably be evaluated. It shall be noted that, although revenue generated by the project is an evaluation criterion, the CRA is not obligated to select or negotiate with the proposer who proposes the highest financial return to the CRA.

D. Fulfilment of the CRA's requirements and objectives for the Project.

This criterion will evaluate the proposal operational efficiency, aesthetic quality, and the amenities of the Project. It will also consider the proposed Project's ability to contribute to the vitality and economic activity of and in the Business District, any initiatives beyond what is required and/or that are unique solutions; and ability to include adjacent properties to improve the overall quality of the proposed Project. Finally, this criterion will consider the proposed Project's ability to adhere to the Property's Original Purpose.

E. Local Preference.

Proposed plan or program to use local personnel, resources and businesses to fulfill the goals and objectives for the Project. Any plan or program to include pre-apprenticeship or apprenticeship training and monitoring mechanisms is a plus.

The City reserves the right to waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the City. No fax or e-mail proposals will be accepted.

Advertisement Date: July 17, 2024

Deadline for Questions: August 9, 2024

Due Date: August 16, 2024, 3:00 pm

The City reserves the right to alter the deadlines. Any alteration of deadlines will be noticed in an addenda.

Contact: **Marcia Ganoe**
201 N 2nd Street
Palatka, FL 32177
mganoe@palatka-fl.gov

All questions shall be emailed to the contact listed above and, all questions will be answered in writing.

Respondents are required to submit one (1) original, one (1) copy and one (1) digital copy saved on a flash/thumb drive in a sealed envelope marked **"RESPONSE TO PALATKA RFP 2024-15"**. The proposal must be submitted in a sealed envelope or container stating on

the outside the Contractor's name, address, telephone number and RFP title-number and delivered to:

**City of Palatka
Attn: Sunni Krantz, City Clerk
201 North Second St.
Palatka, FL 32177**

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of **8:30 a.m. and 5:00 p.m.**, local time, Monday through Friday, excluding holidays observed by the city. Respondents are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

All materials submitted pursuant to this RFP shall become the property of the City of Palatka. The City of Palatka supports Equal Opportunity Employment, Fair Housing and Providing Handicapped Access.

Proposals will be opened and read aloud following the deadline for receipt. Any proposal received after the deadline **will not** be considered. The City reserves the right to reject all submittals received in response to this RFP as determined to be in the best interests of the City. The city may not award an agreement(s) solely on the basis of this RFP and will not pay for the information solicited or obtained. Any information obtained may be used to determine the suitability of the proposal.

Proposals must be signed by an officer of the company who is legally authorized to enter a contractual relationship in the name of the Contractor, and Contractor must affix their company's corporate seal to the proposal. In the absence of a corporate seal, the proposal must be notarized by a Notary Public.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey any implication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the city. All material submitted in response to the RFP becomes the property of the City and will be returned only at the option of the City.

Costs for developing proposals in response to this RFP are entirely the obligation of the respondent and shall not be chargeable in any manner to the City. Explanations desired by the submitter(s) regarding the meaning or interpretation of this RFP must be obtained from the contact person, in writing via email, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all Contractors, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person. During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a

particular procurement process City officials or employees. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Palatka and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

Contractor will be required to furnish documentation that he/she is following the licensing requirements of the State. Compliance with these provisions is required before the Contractor can enter into an agreement with the City.

Before a Contract will be awarded for the work contemplated herein, the City will conduct such investigation as is necessary to determine the performance record and ability of Contractor to perform the size and type of work specified under this Contract. Upon request, Contractor shall submit such information as deemed necessary by the CITY to evaluate the Contractor's qualifications.

SPECIFICATIONS

Scope of Services

The City of Palatka is seeking entities to acquire and revitalize the St. Johns River Center building 102 N First Street, Palatka FL 32177 . See the Evaluation Criteria above.

Minimum Length, Date and Time of Event

The purchase and sale transaction must close no later than January 1, 2025. If additional time is required, a written request must be made in writing no later than fifteen (15) days prior to January 1, 2025. The City Manager is authorized to extend the closing date.

Qualifications

See the Evaluation Criteria above.

AWARD OF CONTRACT

Within seven (7) calendar days after the opening of proposals, the CITY will accept one of the proposals.

The acceptance of the proposal will be by written notice of award, emailed or mailed to the office designated in the proposal. Such award, if made, will be made within ten (10) days after the opening of proposals.

The CITY reserves the right to accept or reject any or all proposals, and to waive any informalities and irregularities in said proposals.

Submittal Requirements

Qualified entities interested in acquiring and revitalizing the St. Johns River Center as described in this request are invited to submit a proposal. Submittals shall address the Evaluation Criteria above. **Please use the TAB format below for your proposal. Proposals should be concise and clear.**

Contact Sheet

Cover Letter – Maximum of two (2) pages

TAB 1

Contact Sheet

TAB 2

Address the Development Team's Financial Capacity, Professionalism, and Experience as described in the Evaluation Criteria above.

TAB 3

Address the likelihood of feasibility as described in the Evaluation Criteria above.

TAB 4

Address the financial return and effect to the City of Palatka's CRA as described in the Evaluation Criteria above.

TAB 5

Address the Fulfilment of the CRA's requirements and objectives for the Project as described in the Evaluation Criteria above.

TAB 6

Address the Development Team's local preference as described in the Evaluation Criteria above.

BASIS OF AWARD

The award will be made by the City Commission based on recommendations of a technical review committee. The committee will evaluate the proposals based on the following criteria:

Evaluation Criteria	Maximum Points
Total valuation of purchase price	20
Qualifications of the Firm and its personnel	10
Development Team financial capacity	20
Likelihood of the proposed revitalization project being feasible in a reasonable timeframe. (1) The thoroughness and convincing nature of the proposer's analyses, assumptions, and strategies, including: the market, development/construction, financing, operating, and other elements of the Proposal; (2) Financing commitments, if any; (3) Extent of control of any additional properties proposed to be included in the Project; (4) Implementation schedule; and, (5) Demonstrated track record of successful redevelopment projects within a Community Redevelopment Agency area in a reasonable and timely manner; and, (6) Demonstrated track record of maintaining ownership and control over a redevelopment project (as opposed to conveying the operations to a third party entity); (7) Conditions and contingencies for realizing the project such as financing, market/preleasing, and regulatory/approvals, and how likely these are to be achieved.	30
Financial return/Effect on the CRA and fulfilment of the CRA's requirement and objective for the Project to benefit the public interest.	10

Local Preference	10
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CONTACT SHEET
RFP 2024- __
CITY OF PALATKA, FL

Company Name: _____ **Federal Taxpayer ID:** _____

Name: _____

Title: _____

Mailing Address:

—

Telephone: _____ **Cell Phone:**

Email:

Accounting Contact:

Name: _____ **Title:** _____

Email: _____

Phone: _____

Minutes
Evaluation Committee
RFP 2024-15

Meeting commenced at 2:04 PM

Present: Committee members: Lorenzo Aghemo, Planning Director; Joe Verrechio, Public Works Operations manager; Chris Taylor, Fire Chief; Eddie Cutwright, Community Affairs Director (not present: Marcia Carty, Finance Director).

Also present: Sunni Krantz, City Clerk; Jane West, City Attorney; Erin Hewes and Taylor Duffy, Blue Crab Development Group North, LLC

The Committee spoke regarding the evaluation recommendation process.

The Committee submitted their evaluation scores.

The total scores were:

Cutwright	Verrechio	Aghemo	Taylor
87	85	86	94

For a total average of 88

Motion by Mr. Verrechio to recommend award of RFP 2024-15 to the City Commission.

Second by Chief Taylor to award the RFP to Blue Crab Development North, LLC

Motion passed unanimously.

Meeting adjourned at 2:14 PM

City of Palatka						
2024-15 River Center Disposition of Property in the CRA						
Evaluation		Committee Scores				
Respondent		Cutwright	Verrechio	Aghemo	Taylor	Average
1	Blue Crab Development Group North, LLC	87	85	86	94	88

Signature: _____
Date: _____

City of Palatka								
RFP 2024-15 River Center Disposition of Property in the CRA								
Evaluation Criteria								
Respondent	Total valuation of purchase price	Qualifications of the Firm and its personnel	Development Team financial capacity	Public utilization demonstrating community redevelopment and accessibility	Likelihood of the proposed revitalization project being feasible in a reasonable timeframe. (1) The thoroughness and convincing nature of the proposer's analyses, assumptions, and strategies, including: the market, development/construction, financing, operating, and other elements of the Proposal; (2) Financing commitments, if any; (3) Extent of control of any additional properties proposed to be included in the Project; (4) Implementation schedule; and, (5) Demonstrated track record of successful redevelopment projects within a Community Redevelopment Agency area in a reasonable and timely manner; and, (6) Demonstrated track record of maintaining ownership and control over a redevelopment project (as opposed to conveying the operations to a third party entity); (7) Conditions and contingencies for realizing the project such as financing, market/preleasing, and regulatory/approvals, and how likely these are to be achieved.	Financial return/Effect on the CRA and fulfillment of the CRA's requirement and objective for the Project to benefit the public interest	Local Preference	TOTAL
	(20 Points)	(10 points)	(10 points)	(10 points)	(30 Points)	(10 Points)	(10 Points)	(100 Points)
1	18	10	9	8	25	7	10	87 ⁰

Signature: 

Date: 09-06-24

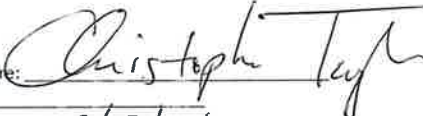
City of Palatka								
RFP 2024-15 River Center Disposition of Property in the CRA								
Evaluation Criteria								
Respondent	Total valuation of purchase price	Qualifications of the Firm and its personnel	Development Team financial capacity	Public utilization demonstrating community redevelopment and accessibility	Likelihood of the proposed revitalization project being feasible in a reasonable timeframe. (1) The thoroughness and convincing nature of the proposer's analyses, assumptions, and strategies, including: the market, development/construction, financing, operating, and other elements of the Proposal; (2) Financing commitments, if any; (3) Extent of control of any additional properties proposed to be included in the Project; (4) Implementation schedule; and, (5) Demonstrated track record of successful redevelopment projects within a Community Redevelopment Agency area in a reasonable and timely manner; and, (6) Demonstrated track record of maintaining ownership and control over a redevelopment project (as opposed to conveying the operations to a third party entity); (7) Conditions and contingencies for realizing the project such as financing, market/preleasing, and regulatory/approvals, and how likely these are to be achieved.	Financial return/Effect on the CRA and fulfillment of the CRA's requirement and objective for the Project to benefit the public interest	Local Preference	TOTAL
	(20 Points)	(10 points)	(10 points)	(10 points)	(30 Points)	(10 Points)	(10 Points)	(100 Points)
1	20	10	10	5	20	10	10	85 ⁰

Signature: _____

Date: _____


9-5-24

City of Palatka								
RFP 2024-15 River Center Disposition of Property in the CRA								
Evaluation Criteria								
Respondent	Total valuation of purchase price	Qualifications of the Firm and its personnel	Development Team financial capacity	Public utilization demonstrating community redevelopment and accessibility	Likelihood of the proposed revitalization project being feasible in a reasonable timeframe. (1) The thoroughness and convincing nature of the proposer's analyses, assumptions, and strategies, including: the market, development/construction, financing, operating, and other elements of the Proposal; (2) Financing commitments, if any; (3) Extent of control of any additional properties proposed to be included in the Project; (4) Implementation schedule; and, (5) Demonstrated track record of successful redevelopment projects within a Community Redevelopment Agency area in a reasonable and timely manner; and, (6) Demonstrated track record of maintaining ownership and control over a redevelopment project (as opposed to conveying the operations to a third party entity); (7) Conditions and contingencies for realizing the project such as financing, market/preleasing, and regulatory/approvals, and how likely these are to be achieved.	Financial return/Effect on the CRA and fulfillment of the CRA's requirement and objective for the Project to benefit the public interest	Local Preference	TOTAL
	(20 Points)	(10 points)	(10 points)	(10 points)	(30 Points)	(10 Points)	(10 Points)	(100 Points)
1	18	10	10	8	29	9	10	97 ⁰

Signature: 
Date: 9/5/24

City of Palatka								
RFP 2024-15 River Center Disposition of Property in the CRA								
Evaluation Criteria								
Respondent	Total valuation of purchase price	Qualifications of the Firm and its personnel	Development Team financial capacity	Public utilization demonstrating community redevelopment and accessibility	Likelihood of the proposed revitalization project being feasible in a reasonable timeframe. (1) The thoroughness and convincing nature of the proposer's analyses, assumptions, and strategies, including: the market, development/construction, financing, operating, and other elements of the Proposal; (2) Financing commitments, if any; (3) Extent of control of any additional properties proposed to be included in the Project; (4) Implementation schedule; and, (5) Demonstrated track record of successful redevelopment projects within a Community Redevelopment Agency area in a reasonable and timely manner; and, (6) Demonstrated track record of maintaining ownership and control over a redevelopment project (as opposed to conveying the operations to a third party entity); (7) Conditions and contingencies for realizing the project such as financing, market/preleasing, and regulatory/approvals, and how likely these are to be achieved.	Financial return/Effect on the CRA and fulfillment of the CRA's requirement and objective for the Project to benefit the public interest	Local Preference	TOTAL
	(20 Points)	(10 points)	(10 points)	(10 points)	(30 Points)	(10 Points)	(10 Points)	(100 Points)
1	15	10	10	8	25	8	10	86 ⁰

Signature: *Loren Foley*
Date: 9/5/24

ADOPT RESOLUTION 2024-R-180 authorizing a financial commitment in the amount of \$570,277 to fund the Florida Department of Transportation landscape median at the foot of the bridge and decorative lighting improvements on the Reid Street corridor from the foot of the bridge to the railroad tracks project.

FDOT has requested a financial commitment in the amount of \$570,277 from the City to move forward with the addition of a median at the foot of the bridge and/or decorative lighting for the Reid Street corridor within the Downtown TIF District.

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

FDOT requires a financial commitment from the City to include the landscape median at the foot of the bridge and decorative lighting improvements on the Reid Street corridor from the foot of the bridge to the railroad tracks. 101-18-519-6-6478

PROJECT ANALYSIS

The Florida Department of Transportation (FDOT) has requested confirmation of the City's desire to move forward with the addition of a median at the foot of the bridge and/or decorative lighting for the Reid Street corridor within the Downtown TIF District. The costs for both efforts are included below. It is staff's understanding FDOT is moving forward with median #2 for traffic safety reasons and is no longer requesting funding from the City/CRA to include this in the upcoming project.

- Median Area #1 Design Fee – **\$27,333**
- Median Area #1 Construction Estimate – **\$109,855**
- Corridor Lighting Design Fee – **\$33,089**
- Corridor Lighting Construction Estimate – **\$400,000** (Preliminary Cost provided by FPL)

The project's letting date for construction is 9/2025. FDOT will need a signed Locally Funded Agreement with resolution along with funds from the City by June 1st, 2025.

Funding for this project has been allocated in FY 2024/25 budget contingent upon Commission approval.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-180 FDOT Median and Decorative Lighting project.
2.	Letter of Intent - FM#210026-2

3.	FPL Light Pendant
4.	FPL Bracket
5.	FPL Pole
6.	210026-2_SR 15_Median Improvements_2024_08_02 (2)

RESOLUTION NO. 2024-R-180

**A RESOLUTION OF THE CITY OF PALATKA,
AUTHORIZING A FINANCIAL COMMITMENT DURING
FY 2024-25 FOR THE FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) MEDIAN AND
DECORATIVE LIGHTING PROJECT ALONG REID
STREET; AND PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, the FDOT is constructing the addition of a median at the foot of the bridge and installation of decorative lighting along Reid Street (the Project)

WHEREAS, the City of Palatka desires to commit funding in the amount of \$570,277 to the project within the FY 2024/25 budget cycle from Better Place funds; and

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

NOW THEREFORE, be it resolved as follows:

1. the Palatka City Commission confirms and approves the project and the commitment of funding; and
2. the Mayor is authorized to submit a letter to FDOT notifying the agency of the City's intent to allocate funding, which represents \$570,277 of the total eligible costs associated with the above referenced PROJECT.
3. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September 2024.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



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

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

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

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

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

September 12, 2024

Mr. Wes Weiser
Florida Department of Transportation
2198 Edison Avenue
Jacksonville, FL 32204

Re: SR 15 (US17) Reid Street from Memorial Bridge to SR 19 project (FM# 210026-2)

Dear Mr. Weiser:

This is to inform you of the City of Palatka's intention to allocate funding for the SR 15 (US17) Reid Street from Memorial Bridge to SR 19 project (FM# 210026-2) in the total amount of \$570,277 in FY 2024/25 for construction and design of medians and lighting. The funding is subject to approval by City Commission.

Thank you for your attention to this matter. Should you have any questions, please do not hesitate to contact me at 386-329-0100.

Sincerely,

Roberta M. Correa
Mayor



Pendant Lighting

Functional Can Be Beautiful



Holophane – Bern



Teardrop – With Deep Skirt



Teardrop

Turtle-friendly amber



Holophane – Bern



King – Harbor Side K366

Brackets and Poles

Discover a New Road to Efficiency

BRACKETS (Page 1 of 2)



1

Style

Standard
2', 6', 8', 12'
Side Mounted

Color

Silver



2

Style

Standard
8' Side Mounted Arm
or Standard 6', 8'
Tenon Mounted Arm

Color

Black



3

Style

Decorative 6' Single or
Double, Tenon Mounted
Arm or Decorative
48" Pedestrian Side
Mounted Arm

Color

Black

POLES

Standard
Concrete



1

Tenon Mount
20' (13' MH)
35' (27'6" MH)

Standard Black
Fiberglass



2

Tenon Mount
13' (10' MH)
20' (15'6" MH)

Black Washington
Concrete



3

Tenon Mount
23' (16' MH)

Black Octagonal
Concrete



4

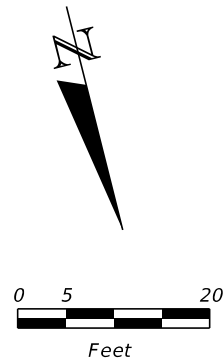
Tenon Mount
37' (30' MH)

Black or Green
Washington Concrete



5

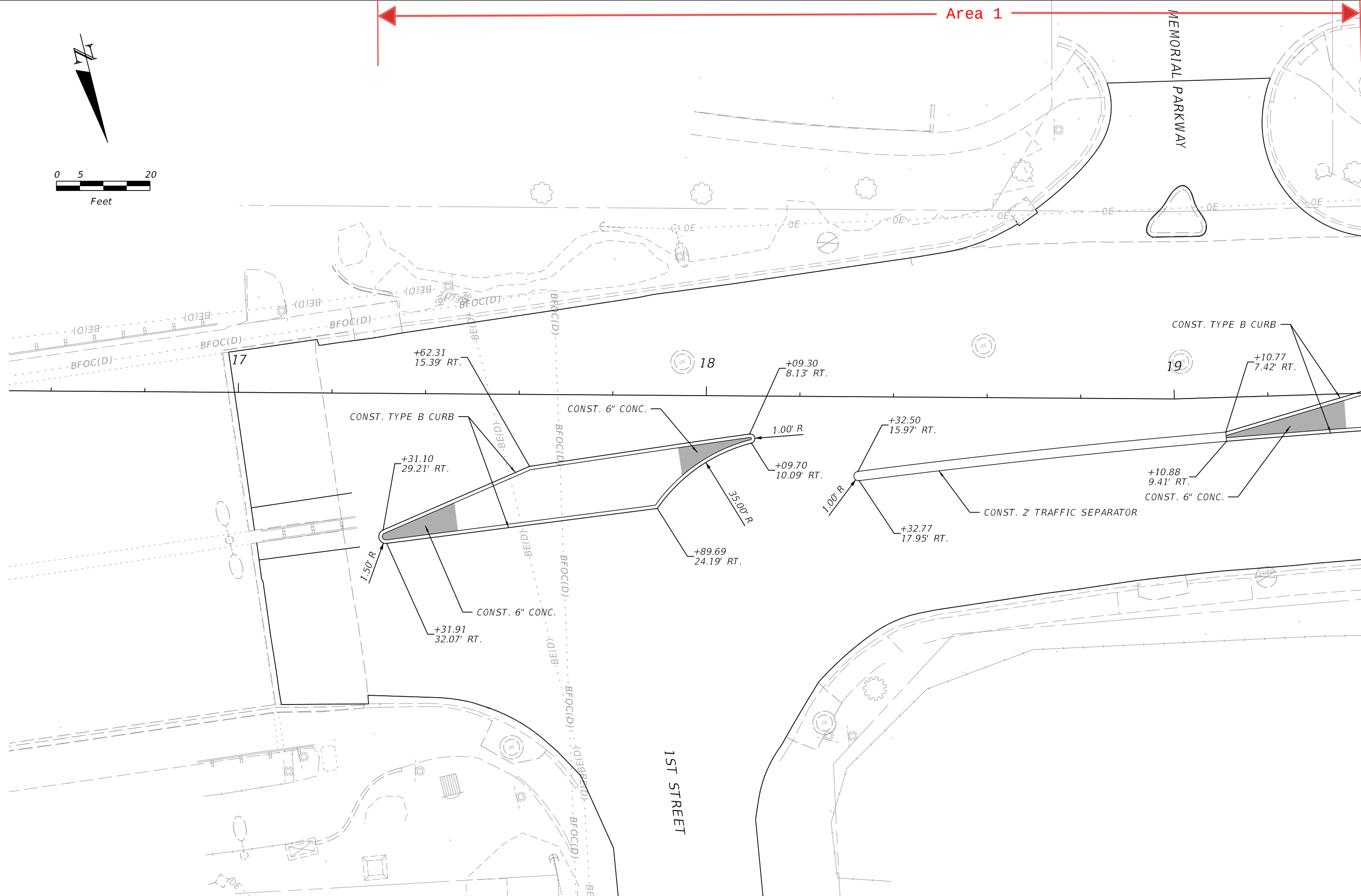
Tenon Mount
18.5' (14'6" MH)



Area 1

MEMORIAL PARKWAY

1ST STREET

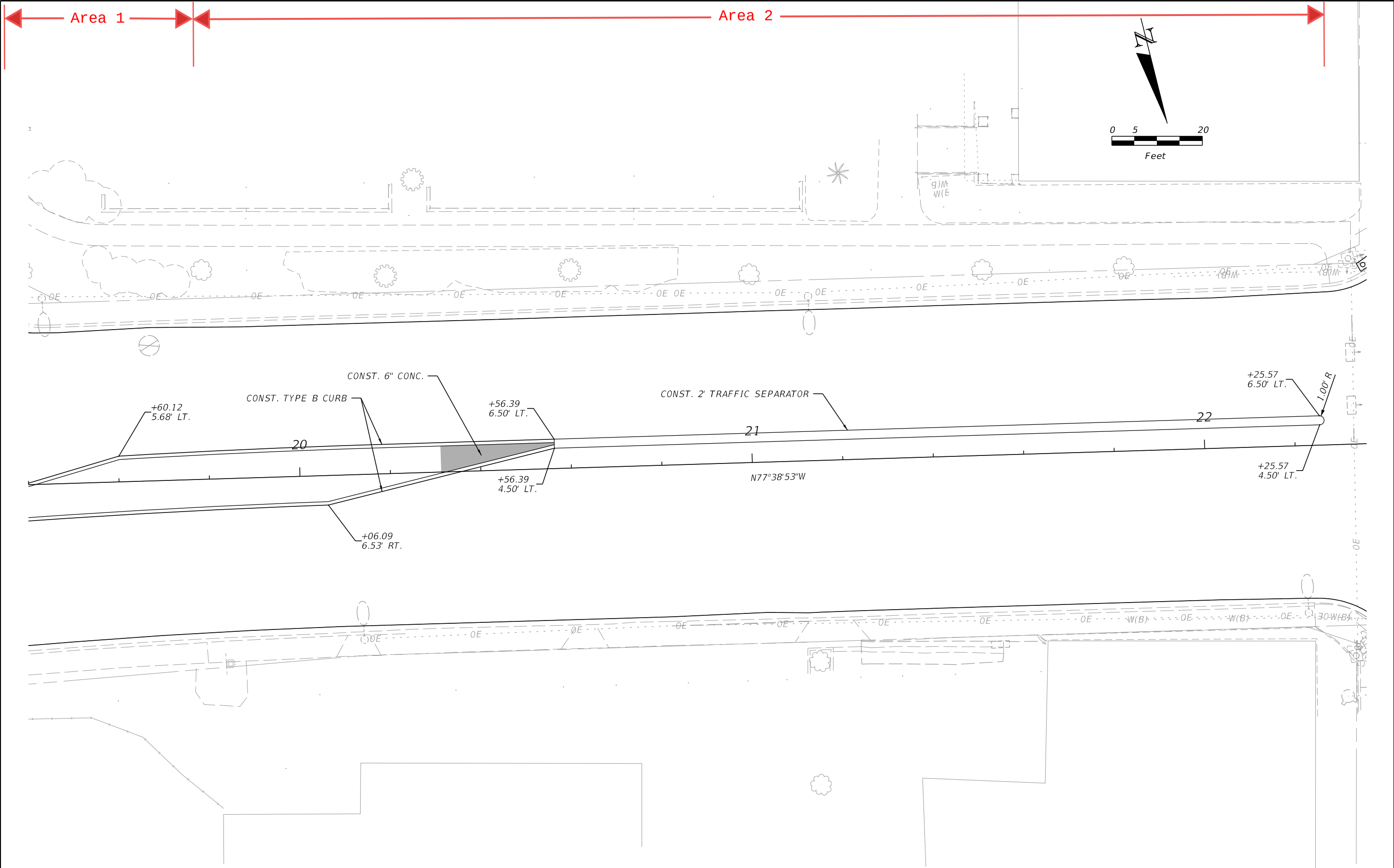


REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 47
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					SR 15	PUTNAM	210026-2-52-01	

DAVID SHEARER
LICENSE NUMBER: 56108
WHITMAN, REQUARDT & ASSOCIATES, LLP
10407 CENTURION PARKWAY N, SUITE 120
JACKSONVILLE, FL 32256

MEDIAN DETAILS

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DAVID SHEARER LICENSE NUMBER: 56108 WHITMAN, REQUARDT & ASSOCIATES, LLP 10407 CENTURION PARKWAY N, SUITE 120 JACKSONVILLE, FL 32256		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						SR 15	PUTNAM	210026-2-52-01	

MEDIAN DETAILS

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

ADOPT RESOLUTION 2024-R-XXX authorizing a lien reduction for a code enforcement lien reduction at 604 Bronson Street.
Address: 604 Bronson Street
Parcel No.: 42-10-6850-0770-0060
Applicant: Battles

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt resolution granting a lien reduction for the code enforcement lien on 604 Bronson Street.

BACKGROUND

This code violation was brought to the Special Magistrate on March 18, 2021 for multiple code violations primarily resulting from a tree that fell on the house and an abandoned vehicle. The property owner completely brought the property into compliance and is seeking a reduction in the code enforcement lien.

PROJECT ANALYSIS

The property owners have brought all pending code violations into compliance and the property has significantly improved in appearance and value.

Staff Recommendation

Approve the Resolution.

ATTACHMENTS

1.	Application for lien reduction
2.	604 Bronson St - Lien
3.	604 Bronson Reduction in Code Enforcement Lien Res

RESOLUTION NO. 2024-R-182

**A RESOLUTION OF THE CITY OF PALATKA,
GRANTING A REDUCTION OF THE CODE
ENFORCEMENT DAILY AND ACCUMULATED
FINES/FEES AND LIENS ASSESSED FOR CODE
ENFORCEMENT COMPLAINT CASE NUMBER 2021-014
ON 604 BRONSON STREET, PALATKA, FLORIDA;
PROVIDING AN EFFECTIVE DATE; AUTHORIZING A
RELEASE OF THE LIEN UPON PAYMENT; AND
PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, on August 26, 2022, after due notice was provided to the property owner of 604 Bronson Street, Palatka, owned by Earl & LaTanya Battles, the City of Palatka Special Magistrate imposed a "Findings of Fact, Conclusions of Law and Order" in Case Number 2021-014, and recorded in the Official Records Book of Putnam County, Florida, Book number 1632, and Page Number 1712, Dated August 21, 2021.

WHEREAS, the property owner has met the requirements to bring the property into compliance per the City of Palatka's municipal code set forth in the Findings of Facts and Conclusions of Law and Order; and,

WHEREAS, the property was brought into compliance after the compliance date set forth in the Findings of Facts and Conclusion of Law; and,

WHEREAS, a completed Guidelines for Code Enforcement Fine/Lien Reduction was completed and submitted by the property owners; and

WHEREAS, as of this date the accumulation of fines is the amount of \$26,322.62.

WHEREAS, pursuant to the Guidelines for Code Enforcement Fine/Lien Reduction, City Staff recommends the reduction of all Code Enforcement liens and fines as imposed by Findings of Fact, Conclusions of Law and Order to be reduced to the amount of \$2,500 subject to the stipulation that the \$2,500 payment is paid to the City of Palatka within 60 days of this resolution commencing on September 12, 2024. Failure to make the payment of the total reduced fine amount by the herein stated deadline will result in the reinstatement of the original total amount of the liens and fees; and

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the City of Palatka and its citizens to reduce the daily and accumulated fines/fees and liens imposed upon 604 Bronson Street, Palatka by the Palatka Special Magistrate.

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

- a) the Code Enforcement daily and accumulated fines/fees and liens levied against 604 Bronson Street per Findings of Fact, Conclusions of Law recorded on August 21, 2021 shall be and is hereby reduced and relieved subject to the stipulations of payment in the amount of \$2,500 to the City of Palatka within 60 days commencing on September 12, 2024; and
- b) the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September, 2024

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Ronald Brown
Special Magistrate



TROY BELL
City Manager

Eddie Cutwright
Community Affairs Director

Jane West, Esq.
City Attorney

David Green
Code Enforcement Officer

Christy Lowe
Code Enforcement Officer

Special Magistrate Hearing meeting 3rd Tuesday
of each month at 1.30 p.m.

APPLICATION FOR LIEN REDUCTION

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

Date of request: 08/21/24 Case #: 2021014

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

Applicant information:
Requestor: Earl + LATANYA BATTLES

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

Address where correspondence should be sent:

604 BRONSON ST.
PALATKA FL 32177
City State Zip Code

Phone Number: (386) 916-0703 (386) 336-3962

E-mail address: BATTLES Earl @ G-mail . Com

Property information:

Property address: 604 BRONSON ST.
PALATKA FL 32177
City State Zip Code

Parcel Identification Number: 42-10-27-6850-0770-0060

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

Full Name of Owner: Earl + LATANYA

If you are not the owner, attach authorization to be acting on behalf of the owner to this application.

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

Name of Bank/Trust: _____

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

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

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

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

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

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

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

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

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

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

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

11. What was the approximate cost of correcting the violation(s)? \$ 1

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

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

Daily fine (if applicable): \$ _____

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

Hurricane disaster, FEMA was responsible for Tree + house
But they failed it took years for them to correct. I'm a disabled
veteran with physical and mental health problems. which
makes me permanent and Total 100% disabled. I stated from
the beginning.

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

\$250 for yard service + car removal
cleanup

Earl Battles
Applicant's Signature

Date: Aug. 21, 2024

State of Florida
County of Potomac

The foregoing was sworn and subscribed before me on this 21 day of August,
2024, by Earl Battles, who is personally known to me/or who
has produced FL DL as identification and appeared
before me at the time of notarization.

Notary
Seal



Linda Fuller
Notary Public Signature

Linda Fuller
Notary Public – print name

Prepared by:
Erin Hewes, City of Palatka
205 N 2nd Street, Palatka, FL 32177

**CODE ENFORCEMENT BOARD OF THE
CITY OF PALATKA, FLORIDA**

CITY OF PALATKA, Petitioner,
vs
Latanya Battles + Earl Battles
TIC c/o Latanya Battles, Respondent(s)

COMPLAINT NO. 2021014

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE having come before the Special Magistrate for public hearing on March 18, 2021, after due notice to the Respondent; and, the Code Enforcement Officer having received sworn testimony and evidence at said hearing; it is now,

DETERMINED THAT:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW:

- a) The Respondent(s) is the owner of property described as 604 Bronson Street, Putnam County Tax parcel number 42-10-27-6850-0770-0060, located within the City of Palatka, Putnam County, Florida.
- b) Conditions at the property at issue constituted violations of Municipal Code City of Palatka, Florida Section: Section 30-32(a). Prohibited Conditions and Public Nuisances. Description: Roof and siding. Section 30-63. Declaration of Public Nuisance. Description: Abandon vehicle.
- c) The Respondent(s) was previously notified of the above-described code violations but failed to correct the violations prior to the hearing at which this matter was considered.

IT IS ACCORDINGLY ORDERED THAT:

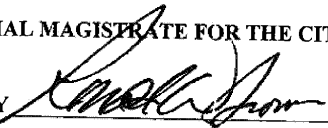
II. ORDER:

- a) The Respondent(s) shall correct the conditions which constitute the code violations described above on or before the 17th day of May, 2021, or if said conditions are not corrected, a fine in the amount of \$ 50.00 per day is hereby assessed and levied on the above-described property, effective on the 18th day of March, 2021, to continue until the conditions are corrected.
- b) Administrative costs will be assessed after the property is brought into compliance.
- c) The fine described in paragraph a), as well as the costs described in paragraph b), shall constitute a lien upon the property described herein when this document is recorded within the official records of Putnam County, Florida.

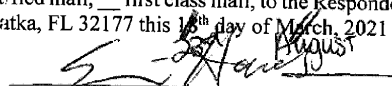
DONE AND ORDERED this 18th day of March 2021, at Palatka, Putnam County, Florida.

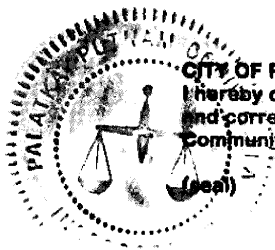
SPECIAL MAGISTRATE FOR THE CITY OF PALATKA, FLORIDA

BY


Ronald Brown, Esq.

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by certified mail, first class mail, to the Respondent and/or authorized representative at 604 Bronson Street, Palatka, FL 32177 this 18th day of March, 2021


Erin Hewes
Code Enforcement Assistant



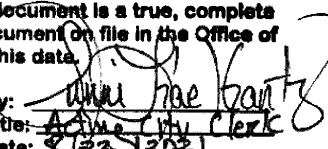
CITY OF PALATKA, FLORIDA

I hereby certify that this document is a true, complete and correct copy of a document on file in the Office of Community Affairs as of this date.

By:

Title:

Date:


Matt Reynolds
Clerk
8/23/2021

604 Bronson St.
February 25, 2021







604 Bronson St.
August 22, 2024



STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt ordinance establishing procedures for quasi-judicial proceedings.

BACKGROUND

The City Attorney has prepared language to be inserted in the Municipal Code dealing with Quasi-Judicial proceedings. Presently, there is not language on this within the City's code. This Ordinance was first heard on

PROJECT ANALYSIS

Staff feels it is necessary to have a procedure to conduct quasi-judicial proceedings. This Ordinance would establish the procedure. The City Manager has requested this Ordinance take effect on October 1, 2024. This has been reflected in the final draft of the Ordinance, attached.

Staff Recommendation

The City lacks any procedures for quasi-judicial proceedings, which are a fundamental part of land use law and are legally required for all land use changes. Establishing a procedure codified in code will provide transparency for the city commission, staff and the public on a wide-range of proceedings that come before the city commission and it's boards and committees.

ATTACHMENTS

1.	Ord 2024-09 Quasi-Judicial Proceedings Ord 24-09
2.	Business Impact Statement - Quasi Judicial Hearing Procedures

ORDINANCE NO. 2024-09

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
CREATING MUNICIPAL CODE SECTIONS 54-1
THROUGH 54-6, ESTABLISHING PROCEDURES FOR
QUASI-JUDICIAL PROCEEDINGS, PROVIDING FOR
SEVERABILITY; PROVIDING AN EFFECTIVE DATE;
AND PROVIDING FOR SCRIVENER’S ERRORS.**

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

Section I. The City of Palatka Municipal Code Sections 54-1 through 54-6 shall be created to read as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section II. All ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

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

Section IV. EFFECTIVE DATE: This Ordinance shall take effect October 1, 2024.

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

Section VI. SCRIVENER’S ERRORS: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 11th day of July, 2024.

CONTINUED second hearing on the 8th day of August 2024 to a time and date certain on the 12th day of September 2024.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 12th day of August, 2024.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

CITY CLERK
APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Coding: Words in underline type are additions.

EXHIBIT A

QUASI-JUDICIAL PROCEEDINGS

Section

54.01 Intent

54.02 Definitions

54.03 Notice procedures for aggrieved or adversely affected persons

54.04 Quasi-judicial matters

54.05 Procedures for quasi-judicial proceedings

54.06 Ex parte communication

§ 54.01 INTENT.

It is the intent of the Palatka City Commission to provide an equitable and efficient method for the Commission, as well as certain city boards, committees, and authorities, to hear matters which are considered quasi-judicial in nature. These procedures shall be utilized by the City regarding hearings on quasi-judicial matters.

§ 54.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AGGRIEVED OR ADVERSELY AFFECTED PERSON. Any person who will suffer a negative effect to a protected interest as a result of the quasi-judicial action sought by the applicant. The alleged adverse interest may be shared in common with other members of the community at large but shall exceed in degree the general interest in the community.

APPLICANT. Any person, corporation or other legal entity who files with the Planning Department an application for an action which has been determined by City staff to be quasi-judicial in nature as reflected on the agenda and within the agenda packet for that Commission meeting at which said matter will be heard.

CLERK. For any proceeding before the City Commission, the clerk is the City Clerk. For any other board, the clerk will be the clerk or secretary designated for the respective board, committee, agency, authority, or special magistrate.

COMPETENT SUBSTANTIAL EVIDENCE. Evidence a reasonable mind could accept as adequate to support a conclusion.

EX PARTE COMMUNICATION. Communication involving a Local Public Official and a member of the public regarding a quasi-judicial matter pending before the City Commission or other Quasi-Judicial Body on which the quasi-judicial member serves. Communication between a Local Public Official and City staff shall not be considered ex parte communication.

LOCAL PUBLIC OFFICIAL. Any elected or appointed public official of the City of Palatka who recommends or takes quasi-judicial action as a member of a Quasi-Judicial Body.

PARTY or PARTIES. The applicant, the City, and any aggrieved or adversely affected person who has complied with the notice provisions.

PRESIDER. For the City Commission, the Mayor. For any other Quasi-Judicial Body, the Chair or, in his/her absence, the Vice Chair.

QUASI-JUDICIAL BODY. The City Commission sitting in its quasi-judicial capacity, or any other City board, committee, authority or special magistrate sitting in its quasi-judicial capacity.

QUASI-JUDICIAL IN NATURE. The application of a general rule or policy to specific individuals, interests, or activities by the quasi-judicial body.

§ 54.03 NOTICE PROCEDURES FOR AGGRIEVED OR ADVERSELY AFFECTED PERSONS.

(A) Any aggrieved or adversely affected person desiring to become a party in the quasi-judicial proceeding shall provide written notice to the City Clerk which notice shall, at a minimum, set forth the aggrieved or affected person's name, address, and telephone number, indicate how the aggrieved or affected person qualifies as an aggrieved or affected person and indicate whether the aggrieved or affected person is in favor of or opposed to the requested quasi-judicial action. The filing of notice with the City Clerk shall serve as notice to the parties of the aggrieved or affected person's intent to appear at the proceeding to testify, present evidence, bring forth witnesses, and cross-examine witnesses. The required notice must be received by the clerk no later than five (5) business days at the close of business, which is 5:00 PM, before the hearing.

(B) The written notice in subsection (A) above, filed with the City Clerk of a Quasi-Judicial Body other than City Commission for a quasi-judicial matter that will procedurally be forwarded

to the City Commission for consideration shall also serve as the notice for the aggrieved or affected person to appear at the proceeding held by the City Commission on the same quasi-judicial matter.

§ 54.04 QUASI-JUDICIAL MATTERS.

(A) A quasi-judicial matter is a proceeding in which a quasi-judicial board gives notice and an opportunity to be heard to aggrieved or adversely affected persons, investigate facts, ascertain the existence of facts, hold hearings, weigh evidence, draw conclusions from the facts, and apply the law to the facts. Quasi-judicial matters include, but may not necessarily be limited to, the following:

(1) Site specific rezoning of land which rezoning will have an impact on a limited number of persons or property owners where the decision is contingent on fact(s) arrived at from distinct alternatives presented at a hearing and where the decision can be functionally viewed as policy application rather than policy setting;

(2) Applications for conditional uses or amendments thereto;

(3) Hearings on Code Enforcement violations by the Special Magistrate for Code Enforcement;

(4) Applications for preliminary and final plats;

(5) Variances from the application of the Land Development Code;

(6) Appeals from an administrative determination of the Director of Planning Department or any city official interpreting the provisions of the Land Development Code; and

(7) Hearings on the issuance or denial of a Certificate of Appropriateness by the Historic Preservation Board.

(B) For all quasi-judicial matters which require more than one (1) reading, the first reading shall constitute the quasi-judicial proceeding. Once a decision is rendered to grant or grant with conditions the relief sought by the applicant, then the second reading shall be procedural in nature with the Quasi-Judicial Body ratifying and affirming its prior decision. If new evidence is introduced which, if brought to the attention of the Quasi-Judicial Body at the first reading, would have had a material impact on its decision, the Quasi-Judicial Body may re-open the quasi-judicial hearing. If the Quasi-Judicial Body re-opens the quasi-judicial hearing, it shall be scheduled for a date and time certain and provide notice to all parties.

§ 54.05 PROCEDURES FOR QUASI-JUDICIAL PROCEEDINGS.

(A) The following is a guideline for conducting quasi-judicial hearings:

(1) All testimony shall be under a sworn oath to tell the truth. The oath shall be contained on a speaker's card. All persons wishing to speak on a quasi-judicial item shall submit a speaker's card containing said oath to the clerk on duty.

(2) The Presider shall call the cases on the agenda but shall not be bound by the order in which the cases appear on the agenda.

(3) The Presider will introduce the case and, if appropriate, defer to the City Manager (or designee) or City Attorney (or board counsel) for either an explanation of the matter or the reading of the ordinance or resolution caption.

(4) The Presider shall have the option of determining the order to expedite the proceedings. However, all parties shall be provided the opportunity to present their case. In the event the quasi-judicial matter constitutes a public hearing, the general order of the presentation of evidence shall be as follows:

(a) The applicant, having the burden of persuasion and the burden of proof, shall proceed to present its case first by providing any factual and expert witness(es) to testify and submitting relevant evidence for the Quasi-Judicial body's consideration (maximum thirty (30) minutes);

(b) City staff and any staff consultants shall then present the opinion of the City or any other relevant information necessary for the Quasi-Judicial body's consideration (maximum thirty (30) minutes).

(c) Any aggrieved or adversely affected person who has complied with the notice requirements shall be permitted to present factual and expert witness testimony and relevant evidence for the Quasi-Judicial body's consideration (maximum thirty (30) minutes);

(d) Cross-examination of witnesses by the applicant, City staff or any aggrieved or adversely affected person shall be permitted during testimony to the extent requested and necessary in furtherance of due process requirements (maximum fifteen (15) minutes per witness);

(e) Any other person who has taken an oath upon statement of his/her name and address for the record shall present any factual or expert testimony relevant to the matter being considered (maximum three (3) minutes per person);

(f) Closing argument/rebuttal shall then be given by the applicant; witnesses may be called during rebuttal (maximum ten (10) minutes);

(g) The Quasi-Judicial Body may modify the time limits specified in this subsection (4) on its own motion or upon request of a party to the proceeding. A request for a modification shall detail the additional time desired and the subjects to be discussed during the additional time. A request for a modification of time should be considered by the Quasi-Judicial Body to assure all parties have an opportunity to participate without undue repetition, delay and in furtherance of due process.

(5) Any natural person or party may represent himself/herself or may be represented by an attorney. The statements or arguments of the attorney are not considered evidence. The attorney need not be sworn.

(a) In the event any party (other than a corporation or the City) chooses to be represented by a non-attorney, such party shall file a written, notarized power of attorney with the clerk at least five (5) calendar days prior to the hearing stating that the person appearing has the full power and authority to act on behalf of the party in the matter.

(b) A corporation may appear through an officer of the corporation provided the officer is listed as a current officer of an active corporation with the Secretary of State and identifies himself/herself in that corporate capacity.

(6) The parties may:

(a) Call and examine witnesses;

(b) Introduce exhibits;

(c) Cross-examine opposing witnesses;

(d) Impeach witnesses; and

(e) Rebut evidence.

(7) The Quasi-Judicial body shall have the authority to ask questions of anyone present at the proceedings prior to closing the public hearing and commencing deliberations. If during the deliberations, a question arises which the Quasi-Judicial Body desires to ask, it shall reopen the public hearing, pose the question and allow the applicant, any aggrieved or adversely affected person, and the City the opportunity to respond to the question posed prior to closing the public hearing again and resuming deliberations.

(8) Neither the Federal Rules of Evidence nor the Florida Evidence Code shall apply, but fundamental due process shall be observed and govern said proceedings at all times. The following evidentiary rules should be considered when the Quasi-Judicial Body receives testimony and evidence at the hearing:

(a) All relevant evidence shall be admitted. The Quasi-Judicial body may exclude irrelevant, immaterial, or unduly repetitious evidence.

(b) Hearsay evidence may be accepted for the purpose of either supplementing or explaining any direct evidence, provided it is not offered to prove the truth of the matter asserted, but such hearsay evidence shall not, in and of itself, be considered sufficient to support a finding or decision unless the evidence would be admissible over objections in any civil litigation proceeding in a state or federal court in Florida.

(c) Lay testimony is permissible and may constitute competent substantial evidence so long as it is fact-based. Mere generalized statements of opposition do not constitute competent substantial evidence.

(d) The opinions and recommendations of professional City staff members including, but not limited to, City growth management staff, the City engineer, law enforcement and fire personnel, and other qualified staff members may constitute competent substantial evidence, provided such opinions and recommendations are related to the city staff person's professional expertise and qualifications. The opinions of other duly qualified professionals and experts of may also be similarly considered competent substantial evidence.

(e) Reports and detailed written evidence shall be submitted to the clerk at least eight (8) business days before a hearing, to the extent feasible, to allow the Quasi-Judicial Body, the parties and interested persons the opportunity to review the documentation prior to the hearing.

(9) If, after notice of hearing, a party does not appear, the hearing may be conducted, and an order entered, in the absence of the party.

(10) The Quasi-Judicial body shall have the authority to issue any and all orders to afford the proper relief, and this authority shall include the authority to grant continuances to a date-certain upon good cause shown.

(11) At the conclusion of the presentation of the evidence and the taking of testimony, the Quasi-Judicial body shall close the public hearing and proceed to deliberate. The Quasi-Judicial body shall endeavor to make a determination based upon the appropriate criteria.

(12) At the conclusion of the hearing, if and only if relief is denied to the applicant, the Quasi-Judicial Body may direct the Quasi-Judicial Body's legal counsel to prepare a proposed order, which will include findings of fact and conclusions of law, for the Quasi-Judicial Body to consider as final action on a quasi-judicial matter. If such direction is given to the Quasi-Judicial Body's legal counsel, the hearing may be continued to another meeting at which the Quasi-Judicial Body will consider adopting the proposed order as presented or modified by the Quasi-Judicial Body. A copy of the final order will be provided to the applicant and other interested parties upon request.

(13) The clerk shall retain all of the evidence and documents submitted into evidence at the hearing. This shall include the official file in the matter, as well as any document presented at the hearing or demonstrative exhibit seen by the Quasi-Judicial body while making its decision. Nothing herein shall be deemed to prohibit any party from providing a court reporter for the proceedings. Any party wishing to appeal the decision of a Quasi-Judicial body shall have the responsibility to ensure compliance with Fla. Stat. 286.0105. The Quasi-Judicial body's decision is a final, appealable order and the matter shall not be remanded back to the original tribunal. The final decision reflected in the findings of fact and conclusions of law shall constitute the parties' exhaustion of all administrative remedies.

§ 54.06 EX PARTE COMMUNICATION.

(A) Ex parte communications, while not prohibited, are improper and greatly discouraged.

(B) The following process is hereby established for ex parte communications with any Local Public Official:

(1) Disclosure.

(a) The Local Public Official shall disclose the occurrence of all ex parte communications involving said official that relate to the quasi-judicial matter pending before the quasi-judicial body on which the Local Public Official serves.

(b) The disclosure shall occur by no later than the commencement of the final public hearing, or if no formal public hearing is held, then at the commencement of any hearing at which the final decision regarding the quasi-judicial matter is made. The Local Public Official shall disclose the ex parte communication orally or in writing. Any such writing disclosing the occurrence of the ex parte communication shall be placed in the official file regarding the pending quasi-judicial matter which file shall be maintained by the City and shall be made a part of the record.

(c) At the time of disclosure, the Local Public Official shall identify the person, group, or entity with whom the ex parte communication took place, the general substance of the ex parte communication, and any matters discussed which are considered by said official to be material to said member's decision in the pending quasi-judicial matter.

(d) Pursuant to Fla. Stat. 286.0115, the foregoing process established to disclose ex parte communications with Local Public Officials hereby removes the presumption of prejudice from ex parte communications.

(C) Commencement. For purposes of defining an ex parte communication, a quasi-judicial matter shall be said to exist at the time an application is filed with the City seeking relief that is quasi-judicial in nature.

(D) Site visits. Site visits constitute ex parte information and are greatly discouraged. Any Local Public Official who conducts a site visit of any property related to a quasi-judicial matter pending before the quasi-judicial body on which the official serves must adhere to the disclosure requirements set forth in paragraph (B)(1) supra, date of the site visit, and any information obtained by virtue of the site visit.

(E) Review of correspondence. Immediately upon review of any mail, email, or other written correspondence constituting an ex parte communication related to a quasi-judicial matter pending before the quasi-judicial body on which the Local Public Official serves, said document shall be placed in the official file regarding the pending quasi-judicial matter.

(F) City files. All documents reviewed by a Local Public Official prior to the final hearing on a pending quasi-judicial matter shall be placed in the official file regarding said matter. Said documents reviewed by the Local Public Official prior to the final hearing on a pending quasi-judicial matter and any disclosure memoranda shall be available for public inspection. By no later than the commencement of the final public hearing, or if no formal public hearing is held, then at the commencement of any hearing at which the final decision regarding the quasi-judicial matter is made, the clerk shall make said correspondence, mail, written communications, and any

disclosure memoranda placed in the official file a part of the record. All of the foregoing documents shall be received by the quasi-judicial body as evidence, with the exception of disclosure memoranda, subject to any objections interposed by participants at the hearing.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Quasi Judicial Hearing Procedures Ordinance." More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, CREATING MUNICIPAL CODE SECTIONS 54-1 THROUGH 54- 6 ESTABLISHING PROCEDURES FOR QUASI-JUDICIAL PROCEEDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, REPEAL, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The ordinance establishes procedures for quasi-judicial hearings as none currently exist in the City's code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
 - (a) An estimate of direct compliance costs that businesses may reasonably incur;
 - (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
 - (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.It is not anticipated that businesses will incur any direct compliance costs. There are no fees associated with the ordinance. There are no costs or revenue associated with the ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: It is not anticipated that any businesses will be impacted by the proposed ordinance.

4. Additional information the governing body deems useful (if any): Providing clear and consistent guidelines for quasi-judicial hearings will be a benefit to the public, staff and commission.

Case PB 23-20

Application for Future Land Use Map Amendment (FLUM) and rezoning for Azalea Place Subdivision, Phase II (Kelley Smith School Rd between Round Lake Rd and Gale Ln)

STAFF MEMO

DATE: July 3, 2024
TO: City Commission
FROM: Lorenzo Aghemo
Planning Director

This is a request for a small-scale Comprehensive Plan amendment and a Rezoning for a 3-lot residential subdivision located on the north side of Kelley Smith Road between Round Lake Road and Gale Lane totaling approximately 0.51 acres.

BACKGROUND

This item was discussed by the City Commission at the June 13 meeting and continued to the July 11 meeting in order for staff to add additional information and pictures of the property in question. The pictures are attached to this email, and they provide a view and perspective of the lots subject of the comprehensive plan amendment and rezoning. The following is a short chronology of events related to the parcel in order to provide the City Commission with a framework for considering the request.

- 1.- The parent parcel where the three lots were platted, was annexed into the City on June 9, 2005 through Ordinance No. 05-28.
- 2.- On October 12, 2022, a Lot Split application was filed and later approved by the City.
- 3.- On March 29, 2023, the County Property Appraiser assigned a new parcel number to the new created lot (09-10-26-0000-0710-0010)
- 4.- On April 4, 2023, Putnam County E911 Division assigned an address to the new lot: 134 Kelly Smith Rd, Palatka, FL 32177
- 5.- On February 9, 2023 the City Commission approved a request for 134 Kelly Smith Rd., to amend the future land use map from Commercial (COM) to Residential Low (RL) through Ordinance No. 2023-03; and, rezoned the property from General Commercial (C-1) to Single Family District (R-1) by adopting Ordinance N0. 2023-04
- 6.- Prior City approval of the site plan, Putnam County issued a building permit for a single-family house on November 2nd, 2023. The house is still under construction.

7.- On May 9, 2023, an application for a preliminary plat for a 3-lot residential subdivision on the remaining 5+ acres parcel was submitted to the City. The final plat application known as Azalea Place Subdivision, Phase II, was approved by the City Commission on March 14, 2024 through Resolution No. 2024-R-57.

I have met with Mr. Wise who spoke at the June 13 City Commission meeting and provided him with information and explanation regarding the property in question. Mr. Wise did not know that the lot at 134 Kelly Smith School Road was previously rezoned to R-1 by the City and, was satisfied that the process followed all Code requirements.

STAFF RECOMMENDATION

Staff recommend adoption of Ordinance No. 2024-07 and Ordinance No. 2024-08.

Case PB 23-20 – Amend Land Use and Rezone 0.5+/- acres at 7341 Crill Avenue
Address: a portion of 7341 Crill Avenue, approx. 0.5 acres
Applicant: JJJT1, LLC
Agent: Tobi McGuigan

STAFF REPORT

DATE: June 13, 2024
TO: City Commission
FROM: Planning Director

APPLICATION REQUEST

This is a request for a small-scale Comprehensive Plan Amendment on three parcels totaling 0.5+/- acres on Kelley Smith School Road to amend the future land use and zoning. The request is to change the existing future land use from Commercial (COM) to Residential Low (RL), and to change the existing zoning from General Commercial (C-1), to Residential Single Family (R-1). The parcels are proposed to be developed as single-family homes. The requested zoning on the application is listed as R-1A, but the applicant has indicated they wish to pursue R-1 zoning.

Public notice issued by the city included legal advertisement in the *Palatka Daily News*, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The property is currently within the city limits of Palatka and is vacant. Originally part of the larger commercial parcel to the north, the subject parcels were recently approved to be platted by the Planning Board Feb. 6, and will go to the City Commission for final approval Mar. 14. The proposed homes will be connected to municipal water and sewer available nearby.

This area contains a mix of parcels and uses both within and without of the city limits of Palatka. General uses include single family residential to the east and west, vacant commercial to the north and a public school to the south. See Table 1.

	Actual Use	FLUM	ZONING
Property Existing	Vacant	City Commercial (COM)	Putnam County Agriculture (AG)
Portion of Property Proposed	Single Family Residential	City of Palatka Residential Low Density (RL)	City of Palatka Single Family Residential (R-1)
North	Single Family Residential	City of Palatka Commercial (COM)	City of Palatka General Commercial (C-1)
South	Public School	City of Palatka City Public Facilities (PF)	City of Palatka Residential, Two Family (R-2)
East	Single Family Residential	City of Palatka Residential Low (RL)	City of Palatka Single Family Residential (R-1)
West	Single Family Residential	Putnam County Urban Reserve (UR)	Putnam County Agricultural (AG)

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

Future Land Use Change Analysis

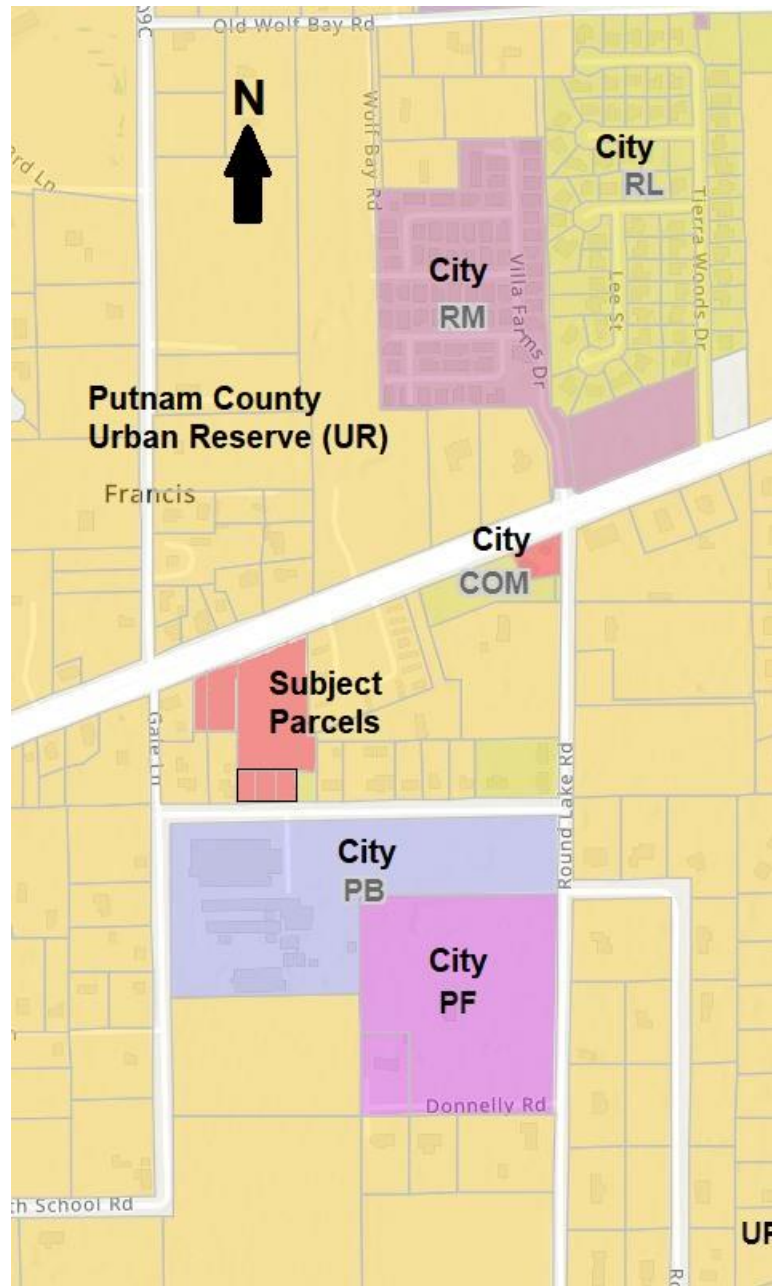


Figure 1. Existing Future Land Use

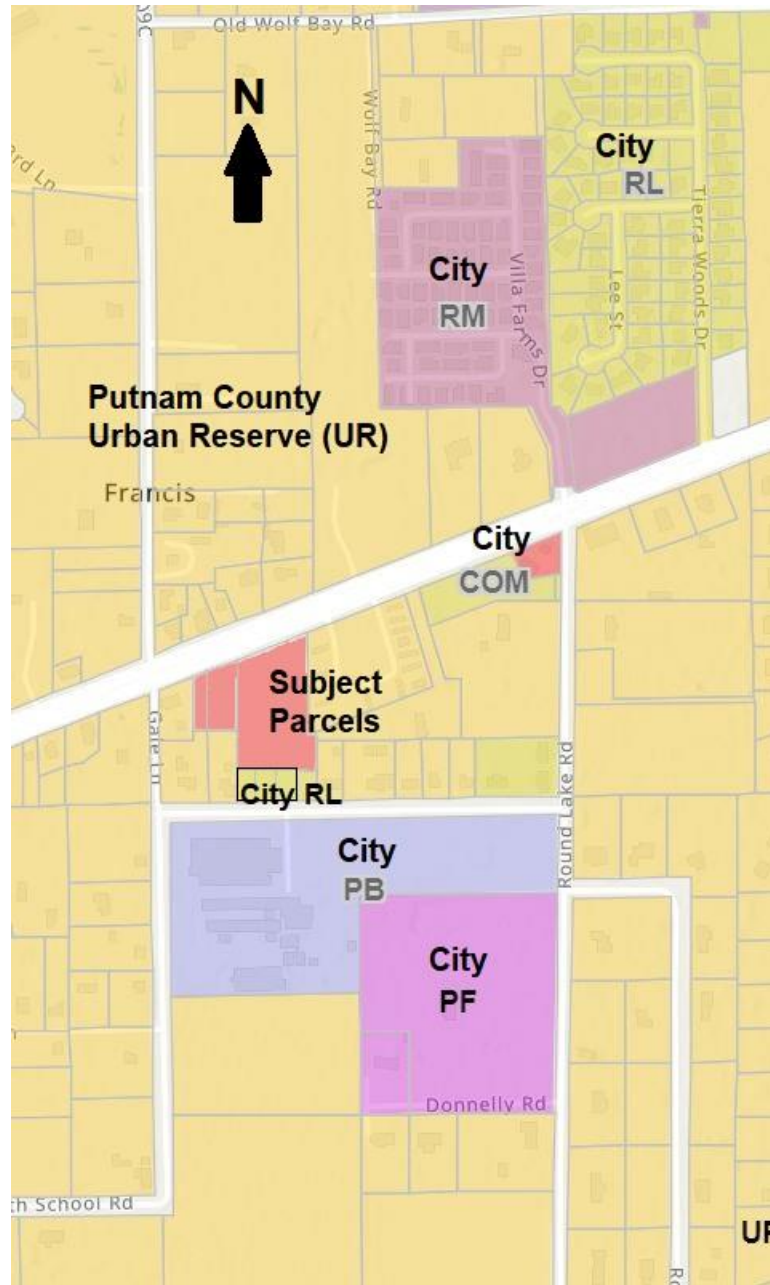


Figure 2. Proposed Future Land Use

The applicant is proposing to change the Future Land Use from Putnam County Urban Reserve (UR) to Residential High Density (RH) and Commercial (COM) on 0.5 acres, making this a Small Scale Comprehensive Plan Amendment which will be sent for expedited State review.

Florida Statutes Chapter 163.3177(6) provide for the following land use change criteria to be considered.

- *Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*

Response: Three soil types occur on the subject parcel. Narcoosee soil is deep and somewhat poorly drained. Centenary soil is well drained, and Tavares soil is moderately well drained.

The parcel is not within a flood zone, as it is identified as Flood Zone X on FIRM maps. Staff is not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations. The Florida Master Site Files do not list or show any historic resources on this site.

- *Provide analysis of the minimum amount of land needed as determined by the local government.*

Response: The City of Palatka's last adopted 2008 Comprehensive Plan, Future Land Use element, estimated the number of low-density housing units needed in 2020 to be 546 units higher than in 2005. Due to a major recession, this number of units has not been constructed within the city limits during that time frame.

While the 2020 U.S. Census did not show an increase of population within the past ten years, several major employers have or are entering Putnam County. There is an increase in new businesses in the city. The county as a whole is experiencing growth pressure from neighboring counties, especially as housing costs rise. This portends a demand for housing units, and therefore the creation of additional land within the city for this purpose is consistent with the Comprehensive Plan.

- *Demonstrate the amendment does not further urban sprawl, as determined through the following tests:*
 - Low-intensity, low-density, or single-use development or uses.
 - Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
 - Radial, strip, isolated, or ribbon development patterns.
 - Development that fails to adequately protect and conserve natural resources and agricultural activities
 - Development that fails to maximize use of existing and future public facilities and services.
 - Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
 - Development that fails to provide a clear separation between rural and urban uses.
 - Development that discourages or inhibits infill development and redevelopment.
 - Development that fails to encourage a functional mix of uses.

Response: The conversion of the subject parcels to residential land use would not contribute to urban sprawl, as the property is within an already established neighborhood and would be considered infill. The development pattern is that of a suburban neighborhood.

Many surrounding properties to the east and west have low density single family residences on them, are not within the city limits, are on well and septic systems and retain a Putnam County land use of Urban Reserve and a Putnam County zoning classification of Agriculture (AG).

Nearby parcels within the city include Kelley Smith Elementary School and small commercial properties. The school has a land use of City of Palatka Public Facilities (PF) with a zoning classification of Two-Family Residential (R-2).

Existing facilities currently have capacity to serve the proposed development, and because it is located adjacent to existing city limits, there should be no disproportionate increase in time, money and energy for provision of facilities and services. One condition this request seeks to address is that of increasing utility connections to City water and sewer systems. Sewer and water are available near the site. The applicant desires to connect to City water and sewer systems. Both systems are more than adequate to handle the expected volume.

The utilization of this parcel does not discourage or inhibit infill development, as the parcels are immediately adjacent to existing city limits. There will be a functional mix of uses between low density residential and commercial.

This section intentionally left blank.

Zoning Change Analysis

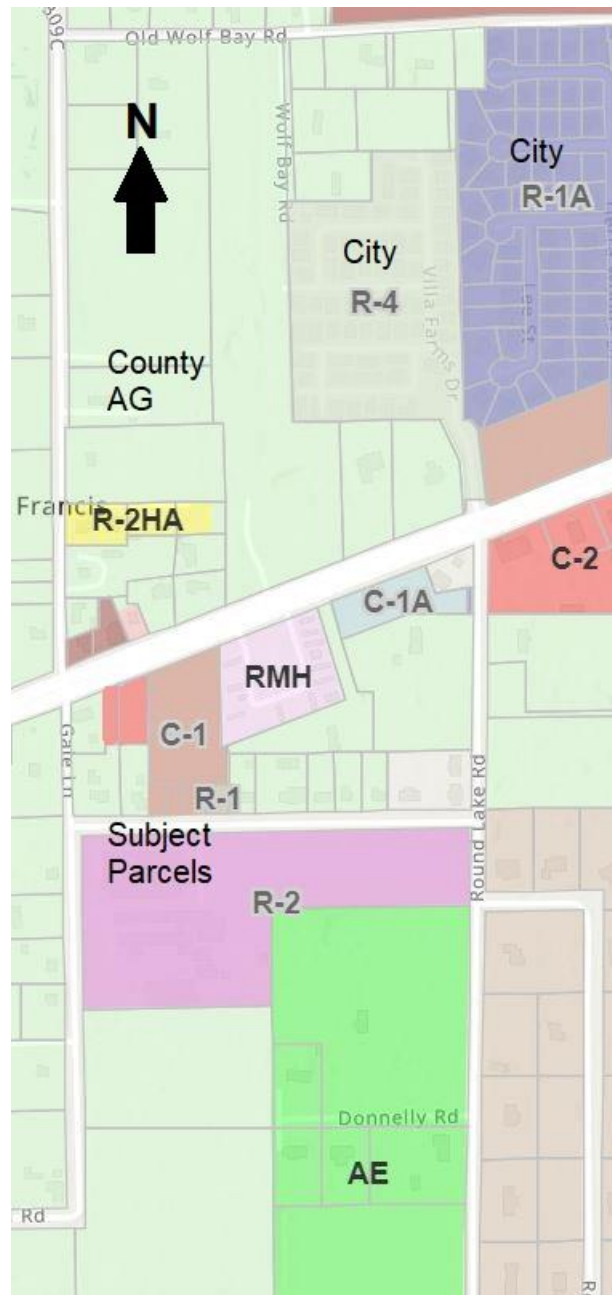


Figure 3. Existing Zoning

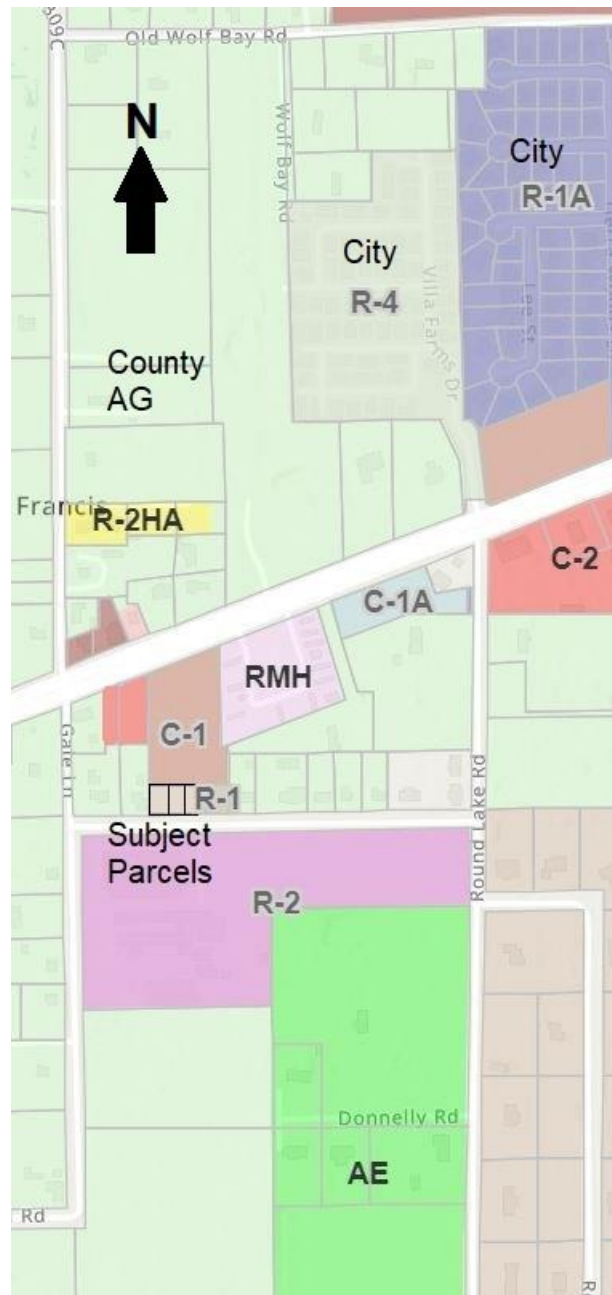


Figure 4. Proposed Zoning

Section 94-38(f)(1) of the Palatka Code of Ordinances requires that the report and recommendations of the Planning Board to the City Commission as required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*

Response: The subject property currently has a Commercial classification. The Future Land Use map for the City shows the property being adjacent to Putnam County Agricultural (AG) zoning to the west and City of Palatka Single Family Residential (R-1) to the east. Most of the surrounding properties are developed as residential uses. The change to a residential use zoning category will not have an adverse impact on the residential properties around it.

b. *The existing land use pattern.*

Response: The existing land use pattern in this area is a mix of vacant commercial land, agricultural and residential. The proposed zoning change will further the existing single family character to the east and west of the subject parcels.

c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*

Response: The proposed zoning change will not be isolated, as there are adjacent residential uses to the east and west, and general commercial use to the north, with a public school facility to the south of the subject parcels.

d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*

Response: The subject parcels are proposed to be developed as single family homes. This has the potential to increase population by 2.37 persons per household, or a potential total of 7.11 persons. The City of Palatka water and wastewater treatment plants both have available capacity at this time to serve these homes. As these are single family uses, there will be a de minimus impact be on traffic in the local area. There may be an additional impact on school population. Stormwater will managed onsite.

e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Response: The proposed rezoning will be in concert with the existing zoning districts to the west and east, both on properties within the city limits and on nearby properties in the unincorporated area. There is a mix of zoning categories in the area, as well as a mix of uses.

f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*

Response: As with most places in the United States at this time, Palatka and Putnam County are experiencing high housing demand, especially for workforce and middle class populations. Creating more opportunities for such housing is needed.

g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*

Response: Minimal traffic will be created with the proposed single family dwelling units on these parcels. Stormwater will be managed on site. The homes will be connected to public water and sewer. Existing living conditions in the area will not change with approval.

h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Response: Access to the proposed homes would be on Kelley Smith School Road. Three single family residences would have minimal impact on traffic congestion and public safety in the area.

i. *Whether the proposed change will create a drainage problem.*

Response: There should be no negative impact on drainage in the area as there is minimal elevation change in the landscape, the soils are generally well drained and onsite stormwater management will be utilized.

j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is anticipated, as the proposed use remains single family residential and such structures are subject to setbacks and height restrictions per the zoning code.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: The construction of new residences should have a positive impact on property values.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed use exists on properties to the west and east. A public school is located on the adjacent parcel to the south. Constructing residential units on the subject parcel at the same density as the surrounding area should not be a deterrent to the improvement of adjacent properties.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: As the proposed change is in accordance with standard Planning practice, in alignment with surrounding land uses and furthers the use of existing public infrastructure, there would be no special privilege to an individual nor a negative effect on the public welfare. All development is required to meet all federal, state and local codes, just as required of other developments.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: Given the need for housing in Putnam County and the city of Palatka, the market is driving the sale of otherwise seemingly unsuitably zoned properties to be used for housing.

The proposed zoning classification is consistent with existing zoning within the neighborhood, both within the city and within Putnam County. The proposed use is consistent and compatible with surrounding uses.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The immediate area is residential in nature. The use already exists on several surrounding properties and will be infill development. The proposed use would not be out of scale with the neighborhood or with the city of Palatka.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: It is not impossible, but the purpose of this request is to construct additional housing units within the city limits and to connect to water and sewer services.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

The City Commission has requested an estimate of revenues to the City of Palatka for proposed developments. Staff reminds readers the following table is only an estimate, as taxable values and utility usage may vary significantly.

Estimated City of Palatka Revenue for 3 New Single Family Residences									
Type of Develop	Use	Authority	Acres	Units	Zoning	Total Bldg sf	Tax Value	COP Millage Rate	2022 City Tax Revenue
SFR Parcel	Res SFR	City	0.17	1	R-1	1,500	\$150,000.00	0.0064	\$960.00
SFR Parcel	Res SFR	City	0.17	1	R-1	1,500	\$150,000.00	0.0064	\$960.00
SFR Parcel	Res SFR	City	0.17	1	R-1	1,500	\$150,000.00	0.0064	\$960.00
								Total Ann Tax Rev	\$2,880.00
								Est Total Fire Fee	\$21,600.00
								Est Total Utility Fees	\$7,200.00
								Total Est Ann Rev to City	\$31,680.00

The proposed project is expected to add 3 dwelling units to the city of Palatka. Using a projected persons per household for 2020 of 2.37, this equates to a projected population increase of 7 persons.

If approved, this land use change will equate to 0.50 acres of small-scale amendments for the City of Palatka for the 2024 calendar year.

PB 23-20 Staff Recommendation

1. Staff recommends the request to amend the Future Land Use Map from City of Palatka Commercial (COM) to City of Palatka Residential Low (RL) be approved for the above parcels.
2. Staff recommends the request to rezone from City of Palatka General Commercial (C-1) to City of Palatka Single Family Residential (R-1) be approved for the above parcels.

ROBERTA M. CORREA
MAYOR - COMMISSIONER

JUSTIN R. CAMPBELL
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

WILL JONES
COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER



TROY BELL
INTERIM CITY MANAGER

LORENZO AGHEMO
PLANNING DIRECTOR

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ
CITY CLERK

SHERRI FARMER
PLANNER I

Case PB 23-20

Application for Future Land Use Map Amendment (FLUM) and
rezoning for Azalea Place Subdivision, Phase II (Kelley Smith
School Rd between Round Lake Rd and Gale Ln)

STAFF MEMO

DATE: June 5, 2024
TO: City Commission
FROM: Lorenzo Aghemo
Planning Director

APPLICATION REQUEST

This is a request for a small-scale Comprehensive Plan Amendment and rezoning for a 3-lot residential subdivision located on the north side of Kelley Smith School Road between Round Lake Road and Gale Lane totaling 0.51 ± acres.

BACKGROUND

The request is to change the existing future land use from Commercial (COM) to Residential Low (RL) and to change the existing zoning from General Commercial (C-1) to Residential Single-Family (R-1). The parcels are proposed to be developed as single-family homes. The City Commission has previously approved the final plat for the property subdivision on April 4, 2024. The present request for a Comprehensive Plan Amendment and corresponding zoning have been reviewed and approved by the Planning Board on March 4, 2024.

Staff Recommendation

Staff recommend approval of the Comprehensive Plan Amendment and rezoning.

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL, 32177

ORDINANCE NO. 2024-07

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

WHEREAS, application has been made by the City of Palatka Building and Zoning Department on behalf of the owner of said property: JJTI, LLC, for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

WHEREAS, Section 163.3187, Florida Statutes, provides for small-scale amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(2), Florida Statutes, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the City Planning Board conducted a public hearing on March 5, 2024 and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted a public hearing on June 13, 2024, and

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

Section 1. Adopted Small Scale Amendment

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcels of land listed in Figure 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

DESCRIPTION OF PROPERTIES: AZALEA PLACE PHASE II MB7 P13 LOT 1; AZALEA PLACE PHASE II MB7 P13 LOT 2; AND AZALEA PLACE PHASE II MB7 P13 LOT 3.



Figure 1: map showing location of subject properties

Section 2. The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 3. Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. This Ordinance shall become effective immediately upon adoption; however, the effective date of this amendment to the City of Palatka Comprehensive Plan, if not timely challenged, shall be 31 days after adoption. If challenged within 30 days after adoption, this amendment shall become effective on the date the State land planning agency or the Administration Commission issues a final order determining this amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this amendment has become effective.

Section 5. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 6. This ordinance is exempt from provisions of the statute, Chapter 2023-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED AND ADOPTED on first reading by the City Commission of the City of Palatka, Florida,
on the 12th day of September 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL, 32177

ORDINANCE NO. 2024-08

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

WHEREAS, application has been made by the City of Palatka Building and Zoning Department on behalf of the owner of said property: JJTI LLC, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on March 5, 2024, and two public hearings before the City Commission of the City of Palatka on June 13, 2024, and July 11, 2024, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from the present zoning classification of City of Palatka General Commercial (C-1) to City of Palatka Residential, Single-Family (R-1) classification.

DESCRIPTION OF PROPERTIES: AZALEA PLACE PHASE II MB7 P13 LOT 1; AZALEA PLACE PHASE II MB7 P13 LOT 2; AND AZALEA PLACE PHASE II MB7 P13 LOT 3.

Putnam County Property Appraiser's Parcel Nos.: 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020, and 09-10-26-0213-0000-0030.

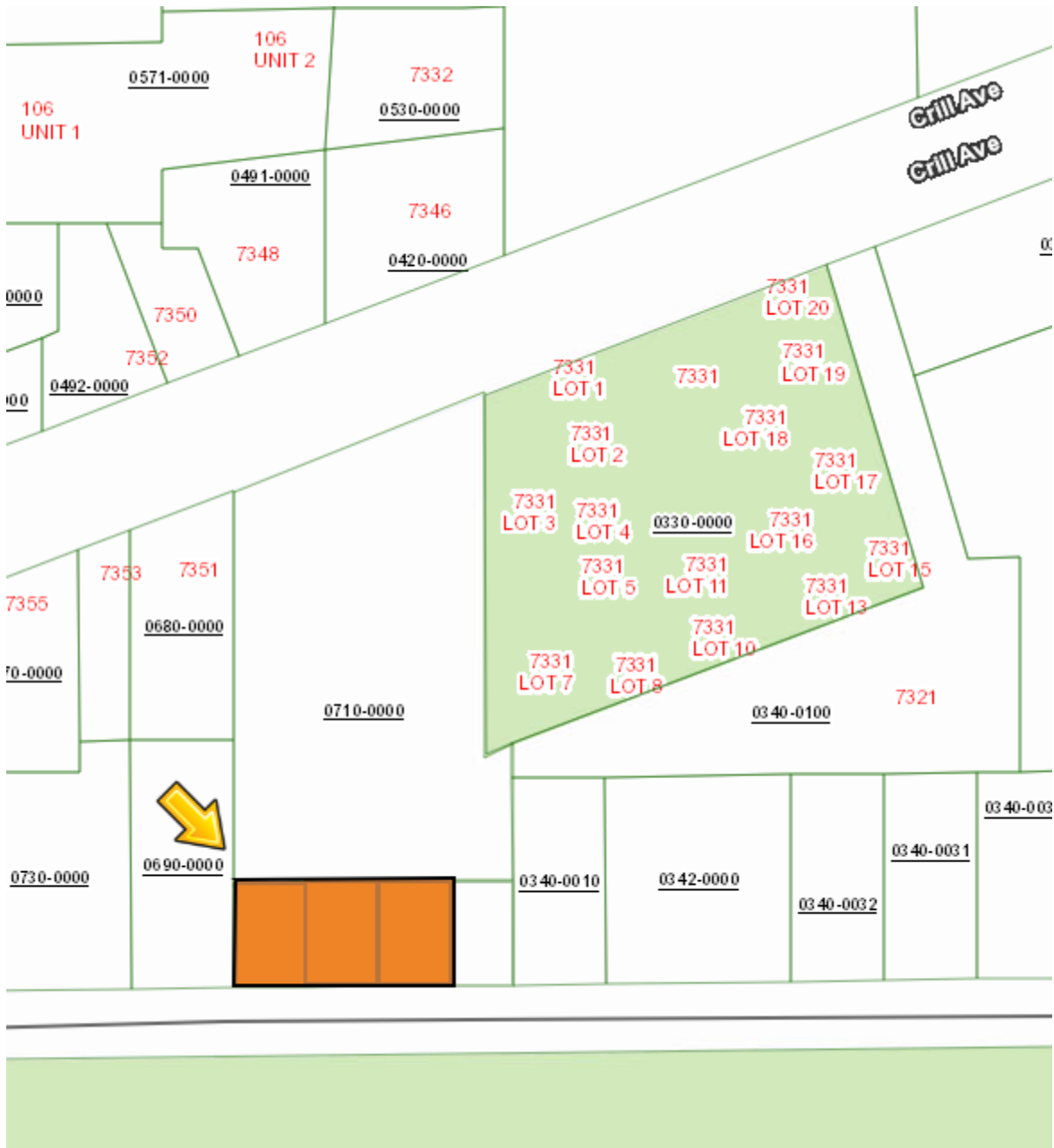


Figure 1: map showing location of subject properties

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission, however, the rezoning shall not become effective until the amendment to the City of Palatka Comprehensive Plan adopted by Ordinance No. 2024-08 becomes effective as provided therein.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 5. This ordinance is exempt from provisions of the statute, Chapter 203-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 12th day of September 2024.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 26th day of September 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

NOTICE OF PUBLIC HEARINGS

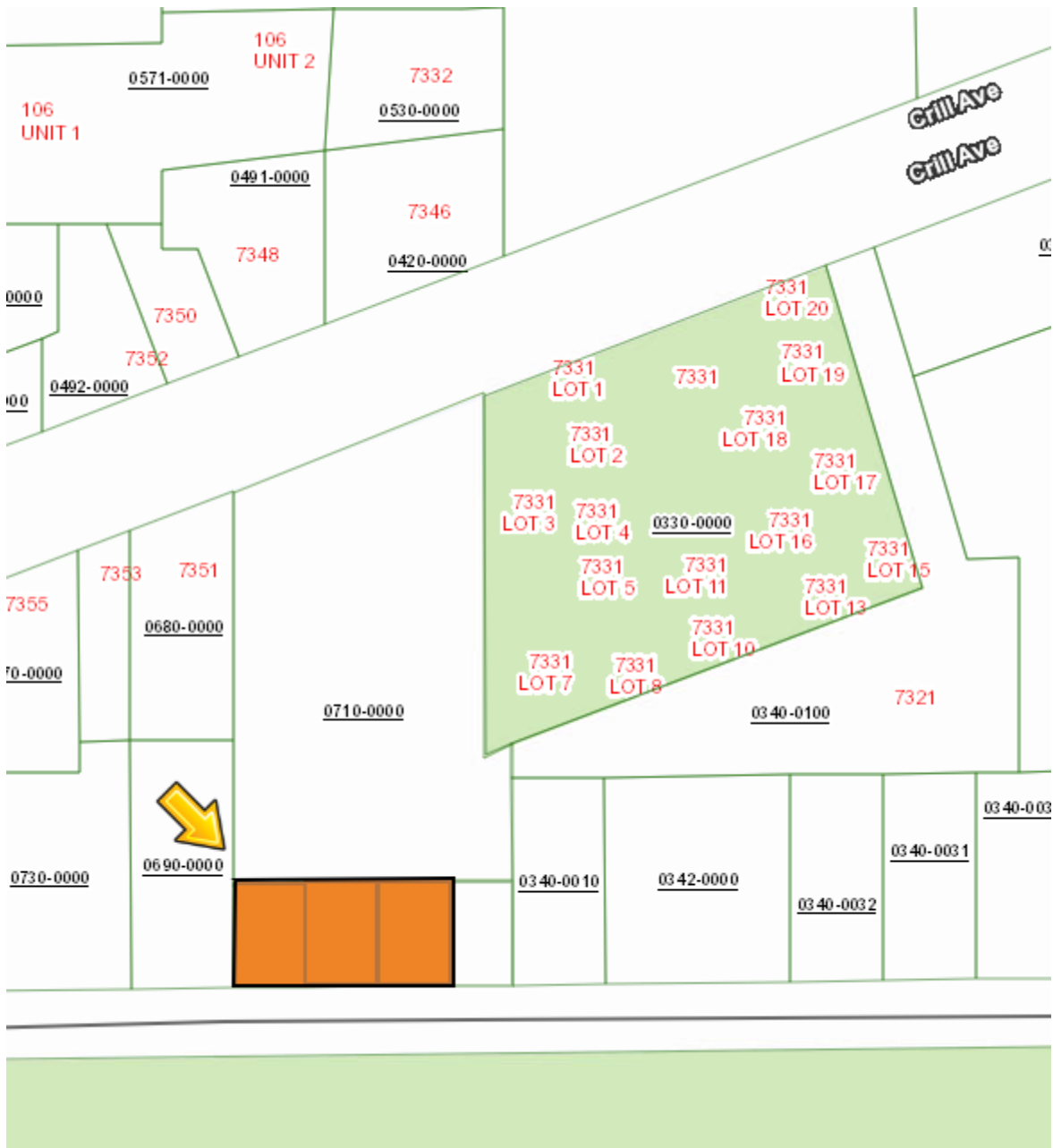
NOTICE is hereby given the Palatka City Commission will hold public hearings to consider the enactment of the following Ordinances at City Hall 201 N. 2nd St., Palatka, FL 32177

September 12, 2024 at 6:00 PM	Enactment/Adoption Hearing: Ordinance 2024-07 First Reading: Ordinance 2024-08
September 26, 2024 at 6:00 PM	Enactment/Adoption Hearing: Ordinance 2024-08

Ordinance 2024-07 for the amendment of the Future Land Use Map of the City of Palatka: AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM COMMERCIAL (COM) TO RESIDENTIAL LOW (RL) FOR THE FOLLOWING PROPERTY LOCATED AT 09-10-26-0213-0000-0010; 09-10-26-0213-0000-0020; 09-10-26-0213-0000-0030; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Ordinance 2024-08 is for rezoning said property: AN ORDINANCE OF THE CITY OF PALATKA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FL BE AMENDED FROM GENERAL COMMERCIAL (C-1) TO RESIDENTIAL SINGLE FAMILY (R-1) FOR THE FOLLOWING PROPERTY LOCATED AT 7341 CRILL AVENUE, PALATKA, FL 32177, PARCEL NO: 09-10-26-0213-0000-0010; 09-10-26-0213-0000-0020; 09-10-26-0213-0000-0030; PROVIDING FOR SEVERALITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Below is a map of the property subject to Ordinances 2024-07 and -08:



The complete legal description and the proposed ordinances can be obtained from the office of the City Clerk. All interested persons are hereby advised of such consideration by the City Commission and all interested parties may appear at said meeting at said time and place and be heard with respect to the proposed ordinances. This notice is given in accordance with FS 163.3187(2).

PLEASE GOVERN YOURSELVES ACCORDINGLY.

/s/Lorenzo Aghemo, MRP, Planning Director

BLOCK DISPLAY ADVT – Run w/ Map

RUN DATES: August 29 and September 5, 2024

PO: 69028

Send editing proof with cost of advertisement to skrantz@palatka-fl.gov

Sunni Krantz,

City of Palatka, 201 N. 2nd Street, Palatka FL 32177; ph 386-329-0100

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt Ordinance 2024-12 Establishing a ban on Internet Cafes within the City limits of Palatka.

BACKGROUND

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.

PROJECT ANALYSIS

The Internet Café Ban ordinance seeks to prohibit the unregulated gaming centers that have been operating in the City of Palatka. The Cafes are increasingly posing a threat to public safety and have become localized areas of crime, placing the residents of the City of Palatka at risk to increased criminal activity and compromising the welfare of the City. It is anticipated the ordinance will directly impact all internet cafes within the City of Palatka. Civil penalties will be assessed at \$250.00 per violation per day. If the violator managers, supervises, maintains, provides, produces, possesses or uses five (5) or more simulated gaming devices the violations can be reclassified as a misdemeanor of the second degree and the fine increases to \$500. It is anticipated that approximately three (3) active internet cafes currently in operation will be impacted by this ordinance.

Staff Recommendation

Adopt the Ordinance.

ATTACHMENTS

1.	Ord 2024-12 Internet Cafes
2.	Business Impact Statement - Internet Cafe Ordinance

ORDINANCE NO. 2024-12

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
CREATING MUNICIPAL CODE CHAPTER 59, SECTION
59-1 THROUGH 59-6, REVISING MUNICIPAL CODE
CHAPTER 94 SECTION 94-209, BANNING INTERNET
CAFES AND OTHER UNLAWFUL SIMULATED
GAMBLING DEVICES FOR COMMERCIAL,
PROMOTIONAL OR PECUNIARY GAIN OR LOSS,
PROVIDING FOR EXEMPTIONS, ENFORCEMENT AND
PENALTIES, PROVIDING FOR AN EFFECTIVE DATE;
AND PROVIDING FOR SCRIVNER'S ERRORS.**

WHEREAS, the City of Palatka adopted an Ordinance to define and regulate electronic gaming establishments on September 22, 2016; and

WHEREAS, the Palatka City Commission now feels it is in the best interest of its citizens to ban internet café's and other unlawful simulated gaming devices for commercial, promotional, or pecuniary gain or loss.

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

Section I. The City of Palatka hereby revises Municipal Code Section 94-209 to read as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section II. All ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

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

Section IV. **EFFECTIVE DATE:** This Ordinance shall take effect upon its passage as provided by law.

Section V. **CODIFICATION:** A copy of this Ordinance shall be furnished to the Municipal Code Corporation for revision of the Code of Ordinances for the City of Palatka, Florida.

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

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 12th day of September, 2024.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 26th day of September, 2024.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Coding: Words in underline type are additions.
Words in strikethrough type are deletions.

EXHIBIT A

INTERNET CAFÉ BAN

~~Sec. 94-209. — Electronic gaming establishments.~~

~~(a) Allowable hours of operation shall be between 10:00 a.m. to 10:00 p.m. Monday through Thursday and 10:00 a.m. to 12:00 midnight Friday through Sunday.~~

~~(b) No food or drink shall be served.~~

~~(c) Use shall be located 1,000 feet from a day care, school, college, church, park, and alcoholic beverage establishment.~~

~~(d) Minors shall be prohibited.~~

~~(e) Legible and noticeable signs shall be posted by each computer or game station that states that the games are only simulations of gambling that have a predetermined outcome, and they are not games of chance.~~

~~(f) No signage, exterior or interior, is allowed that represents symbols associated with gambling, including but not limited to dice, cards, poker chips, cherries, and jokers.~~

~~(g) Windows shall not be obstructed by tinting or signage and shall allow for an overall 80 percent transparency.~~

~~(h) No outside operations, loitering, or seating shall be allowed.~~

~~(i) Annual registration and inspection of machines and software shall be required, and the city shall reserve the right to retain an independent inspection of machines and software.~~

~~(j) The city shall have the right to inspect the premises at any time during business hours to ensure conformance with applicable regulations.~~

~~(k) The operator of the facility must keep an inventory of all machines and games available for inspection.~~

~~(l) Registration and licensing fees, as set out in appendix A to this Code, shall cover the costs of annual inspections and independent certifications.~~

~~(m) Existing establishments shall be considered legal nonconforming uses and shall not be required to meet locational standards, but shall be required to comply with operational standards after a 90-day period following the adoption of the ordinance from which this section is derived.~~

~~(Ord. No. 16-43, § 3, 9-22-2016)~~

Section 94-209

94-209 A Authority; intent; purpose; scope

94-209 B Definitions

94-209 C Prohibition of simulated gambling devices

94-210 D Exemptions

94-211 E Conflicts with state law

94-212 F Enforcement; penalties; and civil remedies

Section 94-209 CITY OF PALATKA INTERNET CAFÉ BAN ORDINANCE

A. Authority; intent; purpose; scope

- (a) This article is adopted in the interest of the public health, peace, safety, and general welfare of the citizens and inhabitants of Palatka, Florida, pursuant to Fla. Const. Article IX, section 2(b), and F.S. ch. 166.
- (b) The intent and purpose of this article is to provide for regulation of simulated gambling devices and internet cafés, decrease the unwanted secondary effects associated with the operation of internet cafés, authorize the use of private property for lawful purposes, and deter illegal gambling. To do this, the city intends to broadly prohibit the possession or use of simulated gambling devices not authorized for legal use under Florida law, including any related activity or behavior which can be reasonably construed to be the use of simulated gambling devices. Further, the city commission in prohibiting simulated gambling devices in no way intends to locally approve the use of actual slot machines, other forms of casino gambling or other types of gambling devices. In addition, this prohibition is aimed directly at devices that simulate gambling activity, regardless of whether the devices or the simulations in and of themselves can be said to constitute gambling as that term may be defined elsewhere.

B. Definitions.

CO shall mean a certificate of occupancy.

Internet café means any location at which simulated gambling devices are made accessible for use by a person, except those places specifically excluded from this article

Person means an individual, association, partnership, joint venture, corporation, or any other type of organization, whether conducted for profit or not for profit, or a director, executive, officer or manager of an association, partnership, joint venture, corporation or other organization.

Simulated gambling device means any device that, upon connection with an object, is available to play or operate a computer simulation of any game, where the play or operation of the device may deliver or entitle the person or persons playing or operating the device to a payoff directly or indirectly from the owner or operator of the device or that person's designee. Simulated gambling device includes game promotion as defined in F.S. § 849.094. This term includes simulated gaming devices in internet cafes, internet sweepstakes cafes, cybercafés, sweepstakes cafés, or any other similar establishments. The following rules of construction apply to this definition of "simulated gambling device":

- (1) The term *device* means any mechanical or electrical contrivance, computer, terminal, video or other equipment that may or may not be capable of downloading games from a

central server system, machine, computer or other device or equipment. The term "device" also includes any associated equipment necessary to conduct the operation of the device.

(2) The term *upon connection* with means insertion, swiping, passing in range, or any other technical means of physically or electromagnetically connecting an object to a device, including by the manual input by any person of characters, numbers, or any combination thereof, or other code for the purpose of accessing or activating a device, or any other mechanism or method by which the object provides access to the device.

(3) The term *object* means a coin, bill, ticket, token, card, gift card, characters, numbers, or any combination thereof, other code, or any other tangible or intangible access mechanism or method, obtained directly or indirectly through payment of consideration, or obtained as a bonus or supplement to another transaction involving the payment of consideration.

(4) The terms *play or operate* and *play or operation* include the use of skill, the application of the element of chance, or both.

(5) The term *computer simulation* includes simulations by means of a computer, computer system, video display, video system or any other form of electronic video presentation.

(6) The term *game* includes slot machines, poker, bingo, craps, keno, any other type of game ordinarily played in a casino, a game involving the display of the results of a raffle, sweepstakes, drawing, contest or other promotion, lotto, sweepstakes; any game in which a user is given the results of the game before the user ever chooses to play or activate the game; any game in which the user can either know the results of the game before choosing to play or activate the game, or can choose not to know the outcome of the game prior to playing or activating the game; and any other game associated with gambling or which could be associated with gambling. The term "game" does not necessarily imply that actual gambling is involved.

(7) The term *payoff* means cash, monetary or other credit, billets, gift cards, tickets, tokens, or electronic credits to be exchanged for cash or to receive merchandise or anything of value whatsoever, whether made automatically from the machine or manually.

(8) The use of the word *gambling* in the term "simulated gambling device" is for convenience of reference only. The term "simulated gambling device" as used in this article is defined exclusively by this subsection and does not incorporate or imply any other legal definition or requirement applicable to gambling that may be found elsewhere.

(9) For the purpose of determining the number of simulated gambling devices, each seat, terminal, or other interface at which a separate individual may use the device, shall be counted as a separate and distinct device, regardless of whether the device or any seat, terminal, or other interface is functional. For example, if a single table has six (6) chairs at which six (6) separate persons can play a game, on a common screen/display or otherwise, it shall be counted as six (6) devices; if a stand-up game has three (3) terminals or interfaces at which three (3) people can use the device, it shall be counted as three (3) devices.

Slot machine has the same meaning as specified in F.S. § 551.

C. Prohibition of simulated gambling devices.

- (a) It is unlawful for any person to manage, supervise, maintain, provide, produce, possess, or use a simulated gambling device for commercial, promotional or pecuniary gain or purpose.
- (b) For determining the allowable unit of prosecution, it is the intent of the city that each individual act of managing, supervising, maintaining, providing, producing, possessing, or using a simulated gambling device constitutes a separate violation of this section:
 - (1) For example, if a person possesses five (5) simulated gambling devices, that person would be subject to a separate penalty for each of the five (5) devices;
 - (2) For example, if a person possesses two (2) simulated gambling devices that the person sells to another individual, the person will have committed four (4) acts in violation of

- this section, and would be subject to a separate penalty for possessing each of the two (2) devices and a separate sanction for providing each of the two (2) devices.
- (3) For example, if a person employed at an internet café supervises the establishment and the establishment has ten (10) simulated gambling devices, that person would be subject to a separate penalty for each of the ten (10) devices.
- (c) Any establishment or property which was lawfully in possession of either a CO or was operating unlawfully prior to the effective date of this article shall immediately cease the use of simulated gambling devices regulated by this article upon the effective date of this article.
- (d) All BTRs issued by the City shall be immediately suspended and deemed void upon the effective date of this article.
- (e) The City shall not accept any new BTR applications for internet cafes upon the effective date of this article.

D. Exemptions.

- (a) This article does not prohibit an individual's personal, recreational, and non-commercial ownership, possession, play, operation or use of a device which could be construed to be a simulated gambling device.
- (b) This article does not prohibit the ownership, possession, play, operation or use of any device expressly permitted by the Florida Statutes and not otherwise prohibited by the Florida Constitution.
- (c) This article does not prohibit a non-profit, religious, or charitable organization from conducting a fund raising activity involving gaming, provided the non-profit, religious, or charitable organization does not conduct the activity more than twice in one calendar year, the organization provides advance written notice to the city police department of the date, time, place, and nature of such activity and who will be conducting it, and the activity is not otherwise unlawful.
- (d) This article is specifically not intended to regulate in any manner any properly authorized bingo game establishment.

E. Conflict with state law.

Nothing in this article is intended to conflict with the provisions of the Florida Constitution or F.S. ch. 849, concerning gambling. In the event of a direct and express conflict between this article and either the Florida Constitution or F.S. ch. 849, then the provisions of the Florida Constitution or F.S. ch. 849, as applicable, control.

F. Enforcement; penalties; civil remedies.

- (a) The City of Palatka's Police Department shall have jurisdiction to enforce the requirement of this article, as follows:
- (1) By the issuance of a cease-and-desist order. Upon notice from the police department, occupancy or operation of any structure or property where any simulated gambling device is being used or operated in violation of this section shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property or to his or her agent or to the person operating any establishment where any simulated gambling device is being used or operated in violation of the section. Failure to comply with the terms and conditions of a cease and desist order issued pursuant to this section shall constitute an additional violation of this section. Cease and desist orders may be lifted by the police department upon demonstration that all simulated gambling devices have been removed and all applicable civil penalties have been paid.
- (2) By citation for civil penalties, as provided in this Code, as it may be amended. Civil penalties assessed pursuant to this subsection shall be two hundred fifty dollars (\$250.00) per violation per day for each violation.
- (3) A violation of this article that is a civil violation may be reclassified to a misdemeanor of the second degree, punishable by up to sixty (60) days imprisonment and a fine of up to five hundred dollars (\$500.00), if, at the time of the violation:

- a. The violator manages, supervises, maintains, provides, produces, possesses, or uses five (5) or more simulated gambling devices for commercial, promotional, or pecuniary gain or purpose.
- b. The violator has one (1) or more prior convictions for a violation of this article or has been found, on one (1) or more occasions, to have committed a violation of this article. For the purpose of this subsection, "conviction" means a determination of guilt that is the result of a plea or a trial, regardless of whether adjudication is withheld or a plea of nolo contendere is entered. A person may be found to have committed a violation of this article by any court or board empowered to impose a sanction for violation of this article.
- c. The violator has one (1) or more prior convictions for a violation of any provision of F.S. Ch. 849. For the purpose of this subsection, "conviction" means a determination of guilt that is the result of a plea or a trial, regardless of whether adjudication is withheld or a plea of nolo contendere is entered.
- d. The violator has previously entered in any pretrial intervention program or diversion program for any violation of this article, a substantially similar ordinance of another jurisdiction, or any provision of F.S. Ch. 849; or
- e. The violator is in violation of a cease-and-desist order issued pursuant to this article at the time the violations occur.

(4) By an action for injunctive relief through a court of competent jurisdiction. An action for injunctive relief may be brought by the board of county commissioners, the state attorney, or any substantially affected person. If such action is successful, a judgment for reasonable attorney's fees and costs may be awarded by the court.

5) Any person against whom a civil penalty is assessed pursuant to this article shall be prohibited from applying for any BTR or any certificate of occupancy for any property until such civil penalty has been paid in full. Prohibitions against application for a certificate of occupancy contemplated in this section shall not become effective until the judgment requiring payment of the civil penalty becomes final.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Internet Café Ban." More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CREATING MUNICIPAL CODE CHAPTER 59, SECTION 59-1 THROUGH 59-6, BANNING INTERNET CAFES AND OTHER UNLAWFUL SIMULATED GAMBLING DEVICES FOR COMMERCIAL, PROMOTIONAL OR PECUNIARY GAIN OR LOSS, PROVIDING FOR EXEMPTIONS, ENFORCEMENT AND PENALTIES, PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVNER'S ERRORS.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Internet Café Ban ordinance seeks to prohibit the unregulated gaming centers that have been operating in the City of Palatka. The Cafes are increasingly posing a threat to public safety and have become localized areas of crime, placing the residents of the City of Palatka at risk to increased criminal activity and compromising the welfare of the City.

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 anticipated the ordinance will directly impact all internet cafes within the City of Palatka. Civil penalties will be assessed at \$250.00 per violation per day. If the violator managers, supervises, maintains, provides, produces, possesses or uses five (5) or more simulated gaming devices the violations can be reclassified as a misdemeanor of the second degree and the fine increases to \$500.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: It is anticipated that approximately three (3) businesses will be impacted by the proposed ordinance.

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 2024-10 combining Sections 30-214 and 30-215 concerning the registration of vacant structures and foreclosed blighted, unsecured, or abandoned structures and amending the City's fee schedule (Appendix A) (first reading)

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Staff is requesting the attached changes to Appendix A.

BACKGROUND

The Planning and Community Affairs Directors have requested changes to the City's fee schedule. These changes are in the attached ordinance. Words to be stricken from the code are in "strikethrough" font and words to be added are in "underlined" font.

PROJECT ANALYSIS

One of the changes requested by Staff was to amend the fees for vacant, foreclosed, blighted, and abandoned properties. Due to the reference within the municipal code for these properties being in two sections, rather than one section to encompass the registration process, Staff is recommending the two code sections be combined.

Staff Recommendation

Pass Ordinance on first reading. Second hearing is scheduled for September 26th.

ATTACHMENTS

1.	Ordinance 2024-10 Appendix A
----	------------------------------

ORDINANCE NO. 2024-10

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
AMENDING THE PALATKA MUNICIPAL CODE
COMBINING SECTIONS 30-214 VACANT STRUCTURE
REGISTRATION AND 30-215 FORECLOSED, BLIGHTED,
UNSECURED, OR ABANDONED STRUCTURE
REGISTRATION; AND AMENDING APPENDIX A (FEE
SCHEDULE) OF THE MUNICIPAL CODE OF THE CITY
OF PALATKA AS IT PERTAINS TO FEES AND OTHER
CHARGES RELATING TO: CHAPTER 10. ALCOHOLIC
BEVERAGES, CHAPTER 30 REGISTRATION OF
VACANT, BLIGHTED, UNSECURED OR ABANDONED
STRUCTURES, CHAPTER 50. PARKS AND RECREATION,
CHAPTER 54. PLANNING, CHAPTER 62. SIGNS,
CHAPTER 74. SUBDIVISIONS, CHAPTER 78. TAXATION,
CHAPTER 94. ZONING; PROVIDING FOR CONFLICT,
SEVERABILITY, EFFECTIVE DATE, AND SCRIVENER'S
ERRORS.**

WHEREAS, the City of Palatka annually modifies its fee schedule within Appendix A of the City's Code of Ordinances to reflect the changes the City will adopt in the new fiscal year's budget; and

WHEREAS, an exemption to the requirement for a business impact estimate exists for Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget Fla. Stat. 166.041(4)(c)3; and

WHEREAS, the City deems it in the best interest of its citizens to have one place in the code section for registration of vacant structures and foreclosed, blighted, unsecured, or abandoned structures.

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

Section I. The certain portion of the City of Palatka Municipal Code designated as Sec. 30-214 and Sec. 30-215 are hereby amended as follows:

Sec. 30-214. ~~--Vacant structure registration--~~ Reserved.

~~(a) Every owner of a commercial or single-family vacant structure shall, at no cost to the owner, register said structure with the city. Such registration shall include:~~

- ~~(1) A description of the premises including address, legal description, and folio number;~~
- ~~(2) The names, addresses, e-mail addresses and contact telephone numbers of the owner, or agents, or local agents that can be contacted 24 hours a day; and~~
- ~~(3) Written consent by the owner allowing the City of Palatka Police Department to enforce the trespassing penalties described in F.S. § 810.08.~~

~~(b) Owners of vacant structures located within a multifamily building shall not have to comply with this section if:~~

- ~~(1) The multifamily structure has a property manager on the premises;~~
- ~~(2) The multifamily structure has a homeowners' association responsible for the management and maintenance of the property;~~
- ~~(3) The multifamily structure has security located on or responsible for the property; and~~
- ~~(4) The property manager of the multifamily building, at no costs to the property manager,~~

registers the following information with the city:

~~a. A description of the property including address and unit number of all vacant structures within the multifamily building~~

~~b. The names, addresses, e-mail addresses and telephone contact number of the property manager or agent who can be contacted within 24 hours;~~

~~c. Written consent by the owner allowing the city police department to enforce the trespassing penalties described in F.S. § 810.08. (e) If any of the requirements of subsections (b)(1) through (4) are not complied with, the individual owner of the vacant structure located within a multifamily building shall register pursuant to subsection 30-196(a). (d) This registration must be done upon any transfer of the property and every October 1 thereafter. (e) Any person that has registered a vacant real property under this subsection must report any change of information contained in the registration within ten days of the change.~~

Sec. 30-215. – **Vacant structure** and foreclosed, blighted, unsecured or abandoned structure registration.

(a) After any owner of real property allows his/her property to become blighted, unsecured or abandoned structure, as defined in this article, the owner shall register the property with the enforcement officer.

An owner or mortgagee is presumed to have knowledge that a property is vacant/abandoned, blighted, or unsecured, as those terms are defined herein, after the passage of 30 days from the time said condition occurs, or upon receiving actual notice of same from the city or its designee, whichever occurs first.

(b) The registration shall be submitted on designated forms and shall, at a minimum, include the following information supplied by the owner:

(1) A description of the premises, including address, legal description and folio number;

(2) The names, addresses, e-mail addresses and contact telephone numbers of the owner, or agents that can be contacted within 24 hours;

(3) The names, addresses and contact numbers of all known lien holders and all other parties with an ownership interest in the structure;

(4) A plan and timeline for bringing the structure into compliance; and

(5) Written consent by the owner allowing the city police department to enforce the trespassing penalties described in F.S. § 810.08.

(c) The owner shall comply with all applicable laws and codes and close all outstanding City Code violations, unless waived by the appropriate department or agency.

(d) The owner shall submit a plan and timeline, as described in subsection (b)(4) to be approved by the enforcement officer. The enforcement officer shall require completion of the plan within a reasonable time, not to exceed 90 days. Any repairs, improvements or alterations to structures must comply with any applicable housing and/or building codes.

(e) The owner shall notify the enforcement officer of any changes to the information supplied on the registration immediately. All plan and timeline revisions and extensions must be approved by the enforcement officer or the city manager's designee.

(f) The owner of an abandoned **or** vacant real property or blighted real property or unsecured real property shall pay a registration fee:

~~(1) Once a mortgage company files a lis pendens (attempt to foreclose) or the owner of a blighted, unsecured or abandoned structure shall initially register the property with the city and pay an annual registration fee. The schedule is as follows: a. \$200.00 for the first year and each subsequent consecutive year the building remains a blighted, unsecured or~~

abandoned structure.

~~(2) The fee for the first year of registration shall be due and payable, in full, 30 days after the structure is registered as a blighted, unsecured or abandoned structure. If the fee is not paid within 30 days of being due, the owner shall be subject to prosecution as prescribed in section 30-197.~~

(1) The fee shall be as set forth within Appendix A

~~(3)~~ **(2)** The registration fee shall be paid in full prior to the issuance of any permits to repair or rehabilitate with the exception of a demolition permit.

~~(4)~~ **(3)** All delinquent registration fees, including interest, shall be paid by the owner prior to any transfer of ownership interest. If the fees are not paid prior to transfer, the new owner shall be responsible for all outstanding fees no later than 30 days after the transfer of ownership and subsequent registration fees shall be due and payable in accordance with this article.

~~(5)~~ **(4)** The registration fee is reasonably related to the administrative costs for processing the registrations and monitoring of the blighted, unsecured, or abandoned structures. Increasing fees reflect growing costs of identifying, regulating, monitoring and policing of deteriorating structures.

(g) The enforcement officer shall keep a file for all registered blighted, unsecured or abandoned structures, which shall include any information from interested parties or citizens regarding the history, problems, status or blighting influence of such structure.

(Ord. No. 14-11, § II, 5-8-2014)

Section II. Appendix A, Chapter 10. Alcoholic Beverages, Chapter 30 Registration Of Vacant, Blighted, Unsecured Or Abandoned Structures, Chapter 50. Parks And Recreation, Chapter 54. Planning, Chapter 62. Signs, Chapter 74. Subdivisions, and Chapter 94. Zoning, shall be and the same is hereby amended to read as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section III. All ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

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

Section IV. This Ordinance shall take effect upon its passage as provided by law.

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

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

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 12th day of September, 2024.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 26th day of September, 2024.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Coding: Words in ~~strikeout~~ type are deletions from existing text.
 Words in underline type are additions.

EXHIBIT A
APPENDIX A - FEE SCHEDULE

The various fees and charges referred to in the Code are set out in the following schedule:

Chapter 1. General Provisions

§ 1-11(a). Court costs assessment for use in law enforcement education and training programs
.....\$2.00

Chapter 10. Alcoholic Beverages

§ 10-1. Alcoholic beverages, scope and applicability.

(a) Alcohol beverage license administrative review fee~~\$50.00~~ **\$100.00**

(Ord. No. 14-25 , § III, 9-25-2014)

Chapter 14. Animals

§ 14-12. Fees for redemption of impounded cats or dogs in heat (estrus) to be charged in addition to the per day impoundment fees under subsection 14-96(a)\$65.00

§ 14-67. Annual fee for certification of registration for a dog classified as dangerous\$250.00

§ 14-96. Impoundment and redemption fees.

(a) *Impoundment*. A fee of \$10.00 shall be charged to the owner for each day, or fraction thereof, of impoundment, for feeding and caring for such animal. The city manager shall have the discretion to waive any portion or all of the impoundment fee if the animal would otherwise be destroyed.

(b) *Redemption from impoundment*.

(1) First redemption by the owner within calendar year\$25.00

(2) Second redemption by the owner within calendar year\$45.00

(3) Each redemption by the owner thereafter within calendar year.....\$65.00

§ 14-97. Deposit for redemption of unvaccinated animal\$30.00

(Ord. No. 14-25 , § III, 9-25-2014)

§ 14-98. Adoption fee for impounded animal redeemed by person other than owner, when animal already sterilized and vaccinated \$20.00

§ 14-121. Redemption Fees for quarantine of rabid animal (bite cases) to be charged in addition to the per day impoundment fees under subsection 14-96(a):

(a) Redemption from impoundment to quarantine (first offense).....\$25.00

(b) Redemption from impoundment to quarantine (second and subsequent offenses).....\$50.00
(Ord. No. 98-27, § 1, 12-15-1998; Ord. No. 10-33, § 8, 12-9-2010)

Chapter 18. Buildings and Building Regulations

§§ 18-268 through 18-348. Reserved.

Editor's note— Ord. No. 2023-21 , § IV(Exh. A), adopted Sept. 28, 2023, repealed §§ 18-268—18-348, which pertained to Buildings and Building Regulations fees and derived from (Ord. No. 07-11, § I, adopted May 24, 2007; Ord. No. 13-41, § I, adopted Sept. 26, 2013; Ord. No. 14-28 , § 20, adopted Oct 23, 2014.

Chapter 22. Cemeteries

§ 22-4. Prices for lots and permits in city cemeteries:

- (1) Adult lot (5 ft. × 10 ft.).....\$750.00*/**
- (2) Infant or cremains-only lot (2.5 ft. × 5 ft.).....\$375.00*/**
- (3) Burial permit\$150.00***
- (4) Burial permit when permit is not obtained prior to burial\$300.00****
- (5) Site marking fee.....\$25.00
- (6) Monument fee.....\$25.00
- (7) Document and administration fee.....\$70.00

* Plus applicable doc stamps and recording fees, to be collected at time of lot sale.

** Cremains may be interred in an adult or infant lot or cremains-only lot, or in an existing adult or infant gravesite at the head or foot of the casket, or in addition to an existing urn in a cremains-only lot.

*** All burial permit requests shall be made at least one full business day prior to burial preparation during regular cemetery office hours.

**** Fee may be reduced by the city manager in emergency situations.

(Ord. No. 07-17, § II, 9-28-2007; Ord. No. 13-41, § II, 9-26-2013; Ord. No. 07-17, § II, 9-28-2007; Ord. No. 13-41, § II, 9-26-2013; Ord. No. 14-17 , § 3, 7-10-2014; Ord. No. 15-38 , § VII, 10-22-2015; Ord. No. 2023-21 , § IV(Exh. A), 9-28-2023)

Chapter 34. Fire Prevention and Protection

Value of construction for permits will be determined by the most recent publishing of the ICC Building Valuation Data, which estimates per square foot value according to the type of construction and building use. Building use shall be based on the predominant occupancy classification for the majority of the structure per floor.

Fire Prevention Building Permit Fees	
New construction and major renovation value of the predominate occupancy classification, multiplied by the total square footage of the structure under the roof, multiplied by 0.15% (min. fee \$100.00) This includes all applicable fire safety inspections necessary for completion of project (Reinspection fees below)	Includes alarm sprinkler system, fire flow water systems and hood suppression systems on the project. Unless submitted as separate permits. Applied to new construction and major renovation of stand-alone primary use structures of a commercial nature. Included are apartments, condominiums, resorts, stores, oices, restaurants, and industrial occupancies.
Minor renovations and change use value of the actual work being done, multiplied by 0.15% (Min. fee \$100.00) This includes all applicable fire safety inspections necessary for completion of project. (Reinspection fees below)	Includes alarm, sprinkler system, fire flow water systems and hood suppression systems on the project. Unless submitted as separate permits. Applied to minor renovations and change of use of structures of a commercial nature. Included are apartment, condominiums, resorts, stores, oices, restaurants, and industrial occupancies.
Fire Prevention Reinspection Fees	
First reinspection	\$ 50.00
Second reinspection	\$ 80.00
Additional reinspection	\$100.00
Nuisance alarm fee (more than two calls, same issue, within 12 months)	\$150.00

Fire Prevention Stand-Alone Permits	
Fire alarm permit—FACP and up to 20 devices (incl. two site inspections)	\$100.00
Additional devices over 20	\$1.50/device
Reinspection fees shall be accrued according to the reinspection section of this schedule where the inspections exceed the two-trip limits	
Fire sprinkler system permit (incl. three site inspections for a single riser and up to 50 heads)	\$125.00
Additional sprinkler heads	\$1.00 (per sprinkler head)
Additional sprinkler risers	\$50.00 (per sprinkler riser)
Reinspection fees shall be accrued according to the reinspection section of this schedule where the inspections exceed the three-trip limits.	
Hood and suppression system (incl. two site inspections)	\$100.00
Reinspection fees shall be accrued according to the reinspection section of this schedule where the inspections exceed the three-trip limits.	
Gas/fuel systems (incl. three site visits and up to five gas convenience outlets)	\$100.00

Additional gas convenience outlet	\$10.00 (per outlet over five)
Eight or more outlets may require an emergency management review based on location	\$50.00
Reinspection fees shall be accrued according to the reinspection section this schedule where the inspections exceed the three-trip limits.	
Special Permits (All Include 1 Site Visit Where Applicable)	
Sign permits	\$50.00
Tents and membrane structures	\$50.00
Fireworks sales (temporary)	\$50.00
Fireworks sales (wholesale or retail)	\$50.00/year
Fireworks displays	\$50.00 + stand-by fee
Fire stand-by fee*	\$75.00 + \$50.00/hr. (two-hour min.)
Explosives (blasting operations)	\$50.00/event
Explosives (blasting operations) annual	\$250.00/year
Explosives (manufacture, sale, storage)	\$50.00/year
Mobile food service vendors	\$50.00/event
Mobile food service vendors	\$250.00/year

* Fire stand-by fee includes one engine and two firefighter II personnel. Stand-by time for calculating purposes includes 30 minutes prior to and 30 minutes after the event for set-up and break-down time.

(Ord. No. 19-06 , § I(Exh. 1), 2-14-2019; Ord. No. 2023-21 , § IV(Exh. A), 9-28-2023)

Chapter 46. Offenses and Miscellaneous Provisions

§ 46-163. Fee for redemption of abandoned shopping cart impounded by city.

- (a) Redemption fee under section 46-163(a): \$10.00 for each cart to cover minimal retrieval cost and, in addition thereto, \$0.50 per day for storage for each cart.
- (b) Redemption fee under section 46-163(b): \$10.00.

Chapter 50. Parks and Recreation

§ 50-150. Special permits—Fees.

- a. Park permits—See section 50-281, special events schedule of fees.
- b. Rentals (all rental fees include tax).
 - i. Booker Park Pavilion and kitchen (hours of operation 9:00 a.m.—8:30 p.m.)**
 - 1. Full day.....\$200.00 **\$250.00****
 - 2. +Requires, cleaning fee minimum\$50.00
 - ii. Price Martin Community Center (hours of operation 9:00 a.m.—10:30 p.m.)**
 - 1. Per hour\$60.00*
 - 2. Full day.....\$450.00**+
 - 3. +Requires, cleaning fee minimum\$50.00
 - iii. Bronson House (hours of operation 9:00 a.m.—10:00 p.m.)***
 - 1. Per hour\$100.00*
 - 2. Full day.....\$800.00***
 - 3. +Requires, cleaning fee minimum\$75.00
 - iv. Any park gazebo, picnic pavilion or open space, rental only (hours of facility rental operation 8:00 a.m.—6:00 p.m.)*
 - 1. Per hour\$20.00
 - 2. Full day.....\$150.00
 - 3. +Requires, cleaning fee minimum\$25.00

- v. Forrester, Fred Green and Shaw Buck Ballfields (hours of operation 9:00 a.m.—8:30 p.m.

1. Monday—Friday per day.....\$50.00 **\$75.00***
 2. Saturday, Sunday\$100.00 **\$150.00***
 3. +Requires, cleaning fee minimum\$25.00
- vi. River Center (hours of operation 9:00 a.m.—10:30 p.m.)**
1. Meeting room, per hour.....\$30.00 **\$40.00***
 2. Building and roof, per hour (not to include lobby during operating hours).....\$100.00**
 3. Rooftop, per hour (not to include lobby during operating hours).....\$50.00**
 4. Building and roof, full day (not to include lobby during operating hours).....\$650.00**
 5. +Requires, cleaning fee minimum\$50.00
- vii. Jenkins Community Center (hours of operation 9:00 a.m.—10:30 p.m.)
1. Multipurpose room, per hour.....\$60.00
 2. Multipurpose room, full day.....\$450.00**

* Requires \$50.00 deposit.

** Requires \$250.00 deposit

***Requires \$300.00 deposit

+Requires \$50.00 cleaning fee minimum

++ Early access rate is \$25.00 per hour maximum of two hours

In the event additional treatment, excessive cleaning, facility tables and chairs are not broken down and put up and/or damage repairs are required to return the facility to its operating opening state, an additional fee will be assessed prior to release of the deposit. Additional fee for cleaning services would be \$25.00/hr.

The City of Palatka reserves the right upon review to require the presence of one or more police officers at a cost of \$34.00 an hour per officer during any event.

(Ord. No. 13-41, § III, 9-26-2013; Ord. No. 14-25 , § IV, 9-25-2014; Ord. No. 18-07 , § I(Exh. 1), 9-27-2018; Ord. No. 21-32 , § I(Att.), 9-23-2021; Ord. No. 2022-23 , § I(Att.), 9-22-2022; Ord. No. 2023-21 , § IV(Exh. A), 9-28-2023)

§ 50-281. Division 4—Special events schedule of fees.

Attendance is based upon historical data. In a case where no historical data is available, the minimum fee shall be based on the lowest per day fee. Attendance formula means the total attendance divided by the number of days of operation.

Permit fees—Per day:

Attendance Rate	Permit Fee
"Class A" permit fee per day attendance of 5'000 plus	\$400.00
"Class B" permit fee per day attendance of 1'001 to 5,000	\$300.00
"Class C" permit fee attendance of 101 to 1,000	\$100.00
"Class D" permit fee attendance of 10 to 100	\$50.00

Note: School district events occurring on school district property are exempt from application fees but not from fees for service.

Daily fees for special events with an estimated attendance of more than 30,000 for any one day shall be set by the city commission.

Fees for services provided by city personnel:

The following fees are for police and fire personnel, and the building inspector assigned to special duty to provide security services for all special events:

Police personnel	\$45.00 per hour (two-hour minimum)
Fire personnel	\$45.00 per hour (two-hour minimum)
Building inspector	\$45.00 per hour (two-hour minimum)
Public works personnel	\$45.00 per hour (two-hour minimum)
Community affairs personnel	\$45.00 per hour (two-hour minimum)

(Ord. No. 03-23, Art. IV, 10-23-2003; Ord. No. 13-41, § III, 9-26-2013; Ord. No. 14-02 , § II(Exh. B), 1-9-2014; Ord. No. 18-07 , § I(Exh. 1), 9-27-2018; Ord. No. 21-32 , § I(Att.), 9-23-2021; Ord. No. 2022-23 , § I(Att.), 9-22-2022)

Chapter 54. Planning

§ 54-78. Historic districts.

- (a) Historic district certificate of appropriateness~~\$200.00~~ **\$350.00**
- (b) Historic district certificate of appropriateness (after the fact)~~\$300.00~~ **\$500.00**
- (c) Historic district certificate of appropriateness (administrative review).....\$50.00
- (d) Historic district creation/expansionNo fee

(Ord. No. 14-25 , § VI, 9-25-2014; Ord. No. 19-16 , § I(Exh. 1), 9-26-2019; Ord. No. 2022-23 , § I(Att.), 9-22-2022)

Chapter 62. Signs

§ 62-49. Sign permit fees.

- (a) Cost valuation with minimum permit fee (includes a site visit) of ~~\$50.00~~**\$100.00**
- (b) Additional fees include: Plan review and any additional required inspections (i.e. footing and electrical)
- (c) An electrical permit will be required if illuminated

(Ord. No. 07-11, § I, 5-24-2007; Ord. No. 13-41, § IV, 9-26-2013)

Chapter 66. Solid Waste

§ 66-2. Residential container(s):

- (1) The deposit is the amount as defined in section 86-312 of appendix "A" shall apply.
- (2) Residential container replacement fee for damaged or stolen cans.....\$90.00
- (3) Extra residential container fee.....\$90.00

(Ord. No. 13-41, § V(1), 9-26-2013; Ord. No. 17-21 , § III, 9-28-2017; Ord. No. 18-07 , § I(Exh. 1), 9-27-2018; Ord. No. 19-16 , § I(Exh. 1), 9-26-2019; Ord. No. 20-05 , § I(Exh. 1), 9-24-2020; Ord. No. 21-23 , § I(Att.), 9-23-2021; Ord. No. 2022-23 , § I(Att.), 9-22-2022)

§ 66-3(b). Commercial and nonresidential garbage containers:

Commercial and nonresidential container fee*:

- (1) ½ yard.....\$90.00
- (2) 1-yard.....\$470.00
- (3) 2-yard.....\$595.00
- (4) 4-yard.....\$775.00
- (5) 6-yard.....\$1,015.00
- (6)

8-yard.....\$1,160.00

(7) Special container fee for containers with a different configuration from normal top load containers shall be at cost.

(8) Special use container(s) service fee.....\$165.00

* Fee shall be assessed upon creation of a new commercial or nonresidential account and upon replacement of container(s) unless the account is less than six months old.

Fee for picking up and cleaning garbage containers.....Actual cost

(Ord. No. 17-21 , § III, 9-28-2017; Ord. No. 18-07 , § I(Exh. 1), 9-27-2018; Ord. No. 19-16 , § I(Exh. 1), 9-26-2019; Ord. No. 20-05 , § 1(Exh. 1), 9-24-2020; Ord. No. 21-32 , § I(Att.), 9-23-2021; Ord. No. 2022-23 , § I(Att.), 9-22-2022)

§ 66-4. Bulk waste items.

(a) Bulk waste collection under two cubic yards, per cubic yard, per pickup.....\$20.17

(b) For each bulk waste collection equal to or greater than two cubic yards, per cubic yard, per pickup\$34.50

(Ord. No. 17-21 , § III, 9-28-2017; Ord. No. 18-07 , § I(Exh. 1), 9-27-2018; Ord. No. 19-16 , § I(Exh. 1), 9-26-2019; Ord. No. 20-05 , § 1(Exh. 1), 9-24-2020; Ord. No. 21-32 , § I(Att.), 9-23-2021; Ord. No. 2022-23 , § I(Att.), 9-22-2022; Ord. No. 2023-21 , § IV(Exh. A), 9-28-2023)

§ 66-9. Garbage collection rates.

(a) For each residence, apartment or other single-family dwelling unit.....\$27.10

(b) For each commercial enterprise or business establishment and any building or occupancy other than single-family, per cubic yard per pickup \$6.93

(Ord. No. 02-12, § 1, 9-26-2002; Ord. No. 04-30, § 1, 9-23-2004; Ord. No. 06-41, § 1, 10-1-2006; Ord. No. 08-09, § 1, 9-25-2008; Ord. No. 11-46, § 1, 9-22-2011; Ord. No. 13-41, § V(1), 9-26-2013; Ord. No. 13-41, § V(2), 9-26-2013; Ord. No. 14-25 , § VII, 9-25-2014; Ord. No. 16-45 , § I, 10-13-2016; Ord. No. 17-21 , § III, 9-28-2017; Ord. No. 18-07 , § I(Exh. 1), 9-27-2018; Ord. No. 19-16 , § I(Exh. 1), 9-26-2019; Ord. No. 20-05 , § 1(Exh. 1), 9-24-2020; Ord. No. 21-32 , § I(Att.), 9-23-2021; Ord. No. 2022-23 , § I(Att.), 9-22-2022; Ord. No. 2023-21 , § IV(Exh. A), 9-28-2023)

Chapter 70. Streets, Sidewalks and Other Public Places

§ 70-31(c). Permit fee for placing wares/items on sidewalk in DB and DR zoning districts.....\$25.00

(Ord. No. 10-31, § 7, 10-28-2010)

Chapter 74. Subdivisions

Fee Schedule:

- (a) Street vacation/abandonment....\$750.00
- (b) Subdivision Development Plan or Preliminary Plat review.....~~\$882.00~~ **\$1,000.00**
- (c) Final plat base fee.....\$1,000.00
- (d) Fee for filing final plat (for each lot contained in the subdivision)\$5.25
- (e) Lot split.....~~\$150.00~~ **\$250.00**
- (f) Developer agreement, including PUD\$2,000.00

(Ord. No. 13-41, § VI, 9-26-2013; Ord. No. 18-07 , § I(Exh. 1), 9-27-2018; Ord. No. 19-16 , § I(Exh. 1), 9-26-2019; Ord. No. 21-32 , I(Att.), 9-23-2021; Ord. No. 2022-23 , § I(Att.), 9-22-2022; Ord. No. 2023-21 , § IV(Exh. A), 9-28-2023)

Chapter 78. Taxation

§ 78-165. Transfer of business tax.

- (a) Transfer on sale of business or transfer from one location to another location: Ten percent of the annual business tax receipt fee, but not less than \$10.00 or more than \$75.00.

(Ord. No. 13-17, § 3, 9-26-2013; Ord. No. 2023-21 , § IV(Exh. A), 9-28-2023)

§ 78-170. Business tax schedule.

- (a) An initial registration fee shall be charged per applicant.....\$50.00
- (b) The following categories and tax amounts are provided:

Arts and Entertainment (Examples include art galleries, carnival, sporting venues, theatre)
.....\$250.00

Coin, slug or card operated machines, other than Electronic Gaming Establishments, per machine
.....\$8.00

Electronic gaming establishments, initial application fee\$1,500.00

Electronic gaming establishments, annual registration fee per machine.....\$140.00

Electronic gaming establishments, transfer fee\$750.00

Industrial (Examples include manufacturers, concrete plant, foundry, sawmill, packing house)
.....\$60.00

Medical (Examples include ambulance service, medical practitioners, hospital, nursing home)
.....\$160.00

Professional (Examples include attorney, insurances, funeral, tax preparer, engineer)\$60.00

Retail (Examples include fueling stations, auto dealers, merchandise sales, florist, general store)
.....\$115.00

Service (Examples include salon, storage, lawn maintenance, shipping).....\$50.00

Trades (Examples include plumber, painter, hauling, building contractor, signs).....\$50.00

Utility (Examples include power agency, gas plant, railroad, cable, telephone).....\$350.00

Any business, profession, industry, or occupation not covered in this schedule.....\$50.00

(Ord. No. 00-14, § 1, 6-29-2000; Ord. No. 07-11, § I, 5-24-2007; Ord. No. 13-17, § 3, 9-26-2013; Ord. No. 16-44 , § 1, 10-13-2016; Ord. No. 21-32 , I(Att.), 9-23-2021; Ord. No. 2023-21 , § IV(Exh. A), 9-28-2023)

Editor's note— Ord. No. 2023-21 , § IV(Exh. A), adopted Sept. 28, 2023, repealed §§ 78-202 and 78-203, which pertained to business tax on coin-operated machines generally and business tax on coin-operated machines when owner operates own machines on own premises, respectively, and derived from Ord. No. 13-17, § 3, adopted Sept. 26, 2013.

Chapter 86. Utilities

§ 86-215. Discharge of contents of septic tanks into sewer system.

(c) Fees: Septic dumping charge: \$0.10 per gallon, payable at time of service.

(Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 18-07, § I(Exh. 1), 9-27-2018 ; Ord. No. 21-32 , I(Att.), 9-23-2021)

§ 86-285. Miscellaneous fees.

(a) Late payment fee (assessed after 20 days): \$5.00 of 1.5%, whichever is greater.

(b) Next business day reconnection fee when services have been suspended or disconnected for nonpayment during normal hours of operation (Monday through Friday, 8:00 a.m.—3:30 p.m., excluding holidays) ...\$65.00

(c) Reconnection fee when services have been suspended or disconnected for nonpayment, when such reconnection is requested for the same day \$75.00
Weekends, holidays, or after normal hours of operation.....\$85.00

(d) Trip fee: In lieu of disconnection.....\$35.00
Additional trip for turn on and testing\$35.00

(e) Turn on fee: During normal hour of operation.....\$35.00
After normal business hours.....\$85.00

(f) Temporary on/off:

Next day (turn off).....\$25.00

Next day (turn on).....\$35.00

Same day (turn off).....\$45.00

Same day (turn on).....\$55.00

After hours (turn off).....\$85.00

After hours (turn on).....\$85.00

- (g) Transfer of service (change of account/service is not interrupted)\$35.00
- (h) Fire flow test: Copies of existing fire flow tests conducted within the last three years and within 1,000 linear feet within the project site are provided for free. If a new fire flow test is requested the fee is \$250.00.
- (i) Meter accuracy test: First test is free, subsequent tests within 12 months are \$65.00 for meters up to two inches in size. Meters larger than two inches will be charged actual cost of accuracy test.
- (j) Repair fee (8:30 a.m.—4:00 p.m.): \$85.00 (1 man); and \$120.00 (2 men).
Repair fee after hours: \$120.00 (1 man); and \$180.00 (2 men).
- (k) Leak adjustment: The Palatka Gas Authority is hereby authorized to make adjustments to water bills resulting from involuntary use of water due to leaks in water service lines or detective plumbing issues. Additional approval by two City of Palatka officials is required for any adjustments over \$300.00. Unusually high water usage is defined where the customer's bill exceeds the average monthly consumption for the previous 12 months by a minimum of 10,000 gallons.

Customers who experience unusually high-water usage with a corresponding spike in their monthly water bill may be considered for a billing adjustment after completing the appropriate form titled "Leak Adjustment Request Form" within 30 days after (1) notification of possible leak concern by Palatka Gas Authority OR (2) the customer has detected an issue and has repaired it. An Adjustment is available no more than once in a 12-month period per customer account. All customers requesting a billing adjustment are required to be current on all accounts.

To apply for an adjustment, the customer must submit a copy of the repair invoice/payment receipt from company performing the work. The repair invoice/payment receipt should include the address, date and nature of the work. If self-repaired, the customer must provide a brief written explanation of the repairs performed and provide copies of invoice/receipt for repair parts. If repairs have not been completed, no adjustment will be made. The customer's

prior average consumption usage over a period of 12 months will be compared to customer's usage during the unexplained high-water usage period to determine excessive water usage to be adjusted. For customers with less than 12 months water usage, staff will extrapolate 12 months of usage. The adjustment will be applied to the unusually high usage period. Residential accounts calculation for water adjustment will be total consumption during unusually high period multiplied by the average consumption billing tier rate. Nonresidential, construction and irrigation accounts calculation for water adjustment shall be 50 percent of the difference between consumption usage during the unexplained high water usage period and the customers prior average consumption. Residential calculation for sewer adjustment will be either the difference between the customer's unusually high period and the average usage multiplied by the average billing tier rate or forgiveness of all consumption over average if documentation is provided the water did not enter the sewer system. Nonresidential, construction and irrigation accounts calculation for sewer adjustment shall be 50 percent of the difference between consumption usage during the unexplained high water usage period and customers prior average consumption or forgiveness of all consumption over average if documentation is provided the water did not enter the sewer system. Adjustments shall not exceed a 12-month period without city commission approval.

(l) Back-flow installation fee.....At cost

(m) Back-flow inspection fee.....At cost

(n) Water tanker fill-up fee \$50.00 per trip and per 1,000 gallons (nonresidential).

(o) Pool fill-up fee \$30.00 fee and per 1,000 gallons (nonresidential) water only.

(Ord. No. 07-18, § 1, 9-27-2007; Ord. No. 10-03, § 1, 2-11-2010; Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 17-21 , § IV, 9-28-2017; Ord. No. 18-07 , § I(Exh. 1), 9-27-2018; Ord. No. 19-16 , § I(Exh. 1), 9-26-2019; Ord. No. 20-05 , § 1(Exh. 1), 9-24-2020; Ord. No. 21-32 , I(Att.), 9-23-2021; Ord. No. 2022-23 , § I(Att.), 9-22-2022; Ord. No. 2023-21 , § IV(Exh. A), 9-28-2023)

Water Rates and Charges

§ 86-311. New water connections.

- (a) **Connection fee.** All persons desiring new water service connections shall pay the following fee for the type of service desired:
- (1) Three-quarter-inch tap or less.....\$1,000.00
 - (2) One-inch tap.....\$1,500.00
 - (3) Two-inch tap.....\$3,000.00
 - (4) Tap larger than two inches: Actual cost: Tap will be made by certified contractor at their expense. Meter shall meet city specifications.

(b) *Reserved.*

(c) *Line charge.* The line charge shall be in the amount of actual cost incurred by the city in the installation of such line.

(Ord. No. 07-11, § I, 5-24-2007; Ord. No. 07-23 , § 8.12, 12-17-2007; Ord. No. 12-40, § 1b., 9-27-2012; Ord. No. 18-07 , § I(Exh. 1), 9-27-2018; Ord. No. 2022-23 , § I(Att.), 9-22-2022)

§ 86-312. Utility deposit and miscellaneous fees.

(1) *Residential service:*

- a. Inside city—minimum\$245.00*
Inside city—maximum\$360.00*
- b. Outside city—minimum\$265.00*
Outside city—maximum\$385.00*

* If the current deposit on hand is below the maximum amount stated above and the account is suspended or disconnected for nonpayment, there shall be an additional \$50.00 charge added to the customer's account. This charge shall be applied to the deposit on hand until the deposit on hand reaches the maximum amount stated above.

** Applicants for any utility service may satisfy the deposit requirement by producing a letter of referral from another utility that confirms that the customer has established a good payment record. In general, such referral letters should be received prior to the date when service is requested to begin.

*** Refunds for any security deposits may be requested after 24 months of service, provided that a good payment record has been established. A good payment record would be: not more than one past due notice (penalty charges) in any 12 month period, no disconnection of service for non-payment, no dishonored checks, no evidence of tampering and no evidence of fraudulent use of the utilities system. The security deposit will be refunded through a credit on the customer's utility account. If a customer's good payment record is not maintained after the refund of the deposit the customer will be required to reestablish a deposit at the current rate for a new account.

(2) *Nonresidential service:*

- a. Three-quarter-inch connections—minimum: \$375.00 or average of two and one-half months' estimated bills, whichever is greater*
Three-quarter-inch connections—maximum: Average of past four months' bills*
- b.

One inch or larger connections—minimum: Average of two and one-half months' estimated bills*

One inch or larger connections—maximum: Average of past four months' bills*

* If the current deposit on hand is below the maximum amount stated above and the account is suspended or disconnected for nonpayment, there shall be an additional charge equal to one-half of the past months' bill added to the customer's account. This charge shall be applied to the deposit on hand until the deposit on hand reaches the maximum amount stated above.

** Applicants for any utility service may satisfy the deposit requirement by producing a letter of referral from another utility that confirms that the customer has established a good payment record. In general, such referral letters should be received prior to the date when service is requested to begin.

*** Refunds for any security deposits may be requested after 24 months of service, provided that a good payment record has been established. A good payment record would be: not more than one past due notice (penalty charges) in any 12 month period, no disconnection of service for non-payment, no dishonored checks, no evidence of tampering and no evidence of fraudulent use of the utilities system. The security deposit will be refunded through a credit on the customer's utility account. If a customer's good payment record is not maintained after the refund of the deposit the customer will be required to reestablish a deposit at the current rate for a new account.

(3) *Irrigation service:*

- a. Inside city—Minimum: \$185.00 or average of two and one-half months' estimated bills, whichever is greater*

Inside city—Maximum: Average of past four months' bills*

- b. Outside city—Minimum: \$250.00 or average of two and one-half months' estimated bills, whichever is greater*

Outside city—Maximum: Average of past four months' bills*

* If the current deposit on hand is below the maximum amount stated above and the account is suspended or disconnected for nonpayment, there shall be an additional charge equal to one-half of the past months' bill added to the customer's account. This charge shall be applied to the deposit on hand until the deposit on hand reaches the maximum amount stated above.

** Applicants for any utility service may satisfy the deposit requirement by producing a letter of referral from another utility that confirms that the customer has established a good payment record. In general, such referral letters should be received prior to the date when service is requested to begin.

*** Refunds for any security deposits may be requested after 24 months of service, provided that a good payment record has been established. A good payment record would be: not more than one past due notice (penalty charges) in any 12 month period, no disconnection of service for non-payment, no dishonored checks, no evidence of tampering and no evidence of fraudulent use of the utilities system. The security deposit will be refunded through a credit on the customer's utility account. If a customer's good payment record is not maintained after the refund of the deposit the customer will be required to reestablish a deposit at the current rate for a new account.

(4) *Construction service:*

- a. Inside city—Minimum: \$105.00 or average of two and one-half months' estimated bills, whichever is greater*

Inside city—Maximum: Average of past four months' bills*

- b. Outside city—Minimum: \$135.00 or average of two and one-months' estimated bills, whichever is greater*

Outside city—Maximum: Average of past four months' bills*

(5) *Meter accuracy tests:*

- a. Meters up to two inches, first test is free, subsequent tests within 12 months are \$50.00.
b. Meters larger than two inches will be charge actual cost of accuracy test.

(Ord. No. 07-18, § 2, 9-27-2007; Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 17-21 , § IV, 9-28-2017; Ord. No. 18-07 , § I(Exh. 1), 9-27-2018; Ord. No. 20-05 , § 1(Exh. 1), 9-24-2020; Ord. No. 21-32 , § I(Att.), 9-23-2021; Ord. No. 2023-21 , § IV(Exh. A), 9-28-2023)

§ 86-314. Water rates inside city limits.

(a) *Schedule:*

Base Facility Charge	Fee
Individually Metered Residential Accounts (per meter regardless of meter size)	\$34.34

Master-Metered Residential Accounts	\$28.29
$\frac{5}{8}$ " , $\frac{3}{4}$ " and 1" Nonresidential	\$35.34
1½" Nonresidential	\$101.34
2" Nonresidential	\$102.52
3" Nonresidential	\$388.17
4" Nonresidential	\$565.63
6" Nonresidential	\$742.38
8" Nonresidential	\$1,025.20
10" Nonresidential	\$1,308.02
* Fire suppression services to be billed single base facility charge over a 12-month period per tap size.	
* Separate irrigation and construction meters to be charged base facility charge per meter size per month.	
* Compound metered accounts shall pay one base facility charge per largest water meter size.	

Usage Charges (in 1,000 gallons)				
	Tier 1	Tier 2	Tier 3	Tier 4

Individually and Master-Metered Residential Accounts Per dwelling unit Rate per 1,000 gallons	0—4,000 \$1.62	4,001—8,000 \$2.71	8,001— 12,000 \$5.41	12,000+ \$10.79
Nonresidential Accounts Per meter Rate per 1,000 gallons	All use \$3.33			
Separate Irrigation and Construction Only Meters/Accounts Per meter Rate per 1,000 gallons	0—12,000 \$5.41	12,000+ \$10.79		

All rates are figured per 1,000 gallons.

(Ord. No. 98-18, § 1, 9-24-1998; Ord. No. 99-14, § 1, 9-23-1999; Ord. No. 00-23, § 1, 9-28-2000; Ord. No. 01-30, § 1, 9-27-2001; Ord. No. 02-10, § 1, 9-26-2002; Ord. No. 04-28, § 1, 9-23-2004; Ord. No. 06-39, § 1, 9-28-2006; Ord. No. 07-15, § 1, 9-27-2007; Ord. No. 09-44, § 1, 9-24-2009; Ord. No. 11-45, § 1, 9-22-2011; Ord. No. 12-40, § 1c., 9-27-2012; Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 15-31, § I, 10-8-2015; Ord. No. 16-45, § II, 10-13-2016; Ord. No. 17-21, § IV, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 20-09, § II(Exh. 1), 11-5-2020; Ord. No. 21-32, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

§ 86-315. Water rates outside city limits.

(a) *Schedule:*

Base Facility Charge	Fee
Individually Metered Residential Accounts (per meter regardless of meter size)	\$53.02
Master-Metered Residential Accounts	\$42.43

5/8", 3/4" and 1" Nonresidential	\$53.02
1½" Nonresidential	\$152.01
2" Nonresidential	\$153.78
3" Nonresidential	\$582.25
4" Nonresidential	\$848.45
6" Nonresidential	\$1,113.57
8" Nonresidential	\$1,537.80
10" Nonresidential	\$1,962.03
* Fire suppression services to be billed single base facility charge over a 12-month period per tap size.	
* Separate irrigation and construction meters to be charged base facility charge per meter size per month.	
* Compound metered accounts shall pay one base facility charge per largest water meter size.	

Usage Charges (in 1,000 gallons)				
	Tier 1	Tier 2	Tier 3	Tier 4
Individually and Master-Metered Residential Accounts				
Per dwelling unit	0—4,000	4,001—8,000	8,001—	12,000+
Rate per 1,000 gallons	\$5.01	\$4.07	12,000 \$8.12	\$16.19

Nonresidential Accounts Per meter Rate per 1,000 gallons	All use \$5.01			
Separate Irrigation and Construction Only Meters/Accounts Per meter Rate per 1,000 gallons	0—12,000 \$8.12	12,000+ \$16.19		

All rates are figured per 1,000 gallons.

(Ord. No. 99-14, § 2, 9-23-1999; Ord. No. 00-23, § 2, 9-28-2000; Ord. No. 01-30, § 2, 9-27-2001; Ord. No. 02-10, § 2, 9-26-2002; Ord. No. 04-28, § 2, 9-23-2004; Ord. No. 06-39, § 2, 9-28-2006; Ord. No. 07-15, § 2, 9-27-2007; Ord. No. 09-44, § 2, 9-24-2009; Ord. No. 11-45, § 2, 9-22-2011; Ord. No. 12-40, § 1d., 9-27-2012; Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 15-31, § I, 10-8-2015; Ord. No. 16-45, § II, 10-13-2016; Ord. No. 17-21, § IV, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 20-09, § II(Exh. 1), 11-5-2020; Ord. No. 21-23, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

Sewer Rates and Charges

§ 86-342. Sewer connection charges.

All persons desiring new sewer service connections to the city sewer mains shall pay to the city the following charges for sewer tap connections to all sewers, both main and lateral, of the city:

- (1) *Connection fee*.....\$2,500.00
- (2) *Line charge*. The line charge shall be equal to the actual cost to the city for installation of any sewer line necessary to connect the new service location to the existing city sewer, including installation of any necessary pumping station.
- (3) *Reserved*.
- (4) *Reserved*.
- (5) *Reserved*.
- (6) Fees incurred for work not covered above shall be determined by the utilities superintendent.

(Ord. No. 07-11, § I, 5-24-2007; Ord. No. 07-23, § 8.12, 11-15-2007; Ord. No. 17-21, § IV, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 2022-23, § I(Att.), 9-22-2022)

§ 86-343. Reconnection fee for sewer service customers outside city.....Actual cost

(Ord. No. 17-21 , § IV, 9-28-2017)

§ 86-344. Sewer rates inside city limits.

(a) *Schedule:*

Base Facility Charge	Fee
Individually Metered Residential Accounts (per meter regardless of meter size)	\$40.18
Master-Metered Residential Accounts	\$36.17
$\frac{5}{8}$ ", $\frac{3}{4}$ ", and 1" Nonresidential	\$64.28
1½" Nonresidential	\$84.68
2" Nonresidential	\$105.04
3" Nonresidential	\$360.20
4" Nonresidential	\$600.33
6" Nonresidential	\$673.85
8" Nonresidential	\$900.50
10" Nonresidential	\$1,350.75
* Compound metered accounts shall pay one base facility charge per largest water meter size.	

Usage Charges (in 1,000 gallons)			
	Tier 1	Tier 2	Tier 3

Individually and Master-Metered Residential Accounts Per dwelling unit Rate per 1,000 gallons	0—4,000 \$1.96	4,001—14,000 \$3.31	14,000+ N/A
Nonresidential Accounts Per meter Rate per 1,000 gallons	All use \$3.31		

(b) *Outside individually and master-metered residential bill:* Usage of more than 14,000 gallons per month per dwelling unit shall not be billed.

(Ord. No. 99-15, § 1, 9-23-1999; Ord. No. 00-24, § 1, 9-28-2000; Ord. No. 01-31, § 1, 9-27-2001; Ord. No. 02-11, § 1, 9-26-2002; Ord. No. 04-29, § 1, 9-23-2004; Ord. No. 06-40, § 1, 9-28-2006; Ord. No. 07-16, § 1, 9-27-2007; Ord. No. 09-45, § 1, 9-24-2009; Ord. No. 12-41, § 1e., 9-27-2012; Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 15-31, § I, 10-8-2015; Ord. No. 16-45, § II, 10-13-2016; Ord. No. 17-21, § IV, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 21-23, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

§ 86-345. Sewer rates outside city limits.

(a) *Schedule:*

Base Facility Charge	Fee
Individually Metered Residential Accounts (per meter regardless of meter size)	\$60.27
Master-Metered Residential Accounts	\$54.26
$\frac{5}{8}$ ", $\frac{3}{4}$ ", and 1" Nonresidential	\$96.43
1½" Nonresidential	\$127.01
2" Nonresidential	\$157.56
3" Nonresidential	\$540.30

4" Nonresidential	\$900.48
6" Nonresidential	\$1,010.77
8" Nonresidential	\$1,350.76
10" Nonresidential	\$2,026.11
* Compound metered accounts shall pay one base facility charge per largest water meter size.	

Usage Charges (in 1,000 gallons)			
	Tier 1	Tier 2	Tier 3
Individually and Master-Metered Residential Accounts Per dwelling unit Rate per 1,000 gallons	0—4,000 \$2.94	4,001—14,000 \$4.97	14,000+ N/A
Nonresidential Accounts Per meter Rate per 1,000 gallons	All use \$4.94		

(b) *Outside individually and master-metered residential bill:* Usage of more than 14,000 gallons per month per dwelling unit shall not be billed.

(Ord. No. 98-19, § 1, 9-24-1998; Ord. No. 99-15, § 2, 9-23-1999; Ord. No. 00-24, § 2, 9-28-2000; Ord. No. 01-31, § 2, 9-27-2001; Ord. No. 02-11, § 2, 9-26-2002; Ord. No. 04-29, § 2, 9-23-2004; Ord. No. 06-40, § 2, 9-28-2006; Ord. No. 07-16, § 2, 9-27-2007; Ord. No. 09-45, § 2, 9-24-2009; Ord. No. 12-41, § 1f., 9-27-2012; Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 15-31, § I, 10-8-2015; Ord. No. 16-45, § II, 10-13-2016; Ord. No. 17-21, § IV, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 21-23, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

Chapter 90. Vehicles for Hire

§ 90-30. Application fee for taxicab company permit, annually.....\$15.00

(Ord. No. 13-17, § 2, 3-28-2013; Ord. No. 14-25 , § IX, 9-25-2014)

§ 90-72. Application fee for taxicab driver's permit, bi-annually.....\$15.00

(Ord. No. 13-17, § 2, 3-28-2013; Ord. No. 14-25 , § IX, 9-25-2014)

Chapter 94. Zoning

§ 94-39. Fee schedule for zoning actions.

- (a) Annexation: \$700.00, with a waiver allowed by the city manager with the written findings that the annexation will substantively and positively impact one or more of the following: utility system efficiency, utility system revenue enhancement, environmental protection, or fiscal relief.
- (b) Small scale amendment, less than 50 acres~~\$1,440.00~~ **\$1,500.00**
- (c) Large scale amendment, 50 acres or greater~~\$2,390.00~~ **\$2,500.00**
- (d) Conditional use and variance:
 - Residential ~~\$845.00~~ **\$1,000.00**
 - Nonresidential.....\$1,245.00
- (e) Electronic gaming establishment, annual inspection, with possible additional charges not to exceed \$1,000.00 to allow for third-party expert review of machines and software\$500.00
- (f) Outdoor sales administrative review\$100.00
- (g) Rezoning.....\$1,565.00
 - Single lot residential rezoning\$985.00
- (h) Rezoning with a concurrent small-scale future land use map amendment, less than 50 acres~~\$1,790.00~~ **\$2,000.00**
- (i) Rezoning with a concurrent large-scale future land use map amendment, 50 acres or greater~~\$2,400.00~~ **\$2,500.00**
- (j) Rezoning, planned unit development.....\$2,140.00
- (k) Rezoning, planned unit development minor modification\$400.00
- (l) Rezoning, planned unit development major modification\$1,440.00
- (m) Fee for site clearing and/or tree removal/relocation permit.....~~\$100.00~~ **\$200.00**
- (n) **Fee for site clearing and/or tree removal/relocation permit after the fact \$500.00**
- (o)** Appeal of staff decision\$300.00
 - Concurrency certification, plus cost of traffic study if necessary.....\$150.00

- (p) Mobile food vendor, location regulations \$50.00
- (q) Development or site plan review, major\$1,150.00
 - Stormwater Management Inspections, Commercial sites or Subdivisions larger than three lots, per inspection\$300.00
 - Final Site Construction Inspection, per inspection.....\$300.00
- (r) Site plan review, minor (accessory building, single-family residential lot).....\$50.00
- (s) Variance (residential).....\$450.00
- (t) Variance (nonresidential)\$550.00
- (u) Variance (after the fact).....\$750.00
- (v) Zoning/Municipal Code text change\$450.00
- (w) Zoning, Code Enforcement or Lien verification letter~~\$50.00~~ \$65.00
- (x) For land use, zoning and site plan applications, for each acre greater than ten acres.....\$25.00
- (y) Traffic impact study review.....Third party costs
- (z) Comprehensive plan text amendment.....\$2,300.00
- (aa) Land development code amendment.....\$1,200.00
- (bb) Conceptual Plan Review.....200.00
- (cc) Staff review hourly rate (for items not listed)\$50.00
- (dd) Resubmittal fees: For Preliminary Plat/Subdivision Plan, Planned Unit Development, Amendment to Planned Unit Development, Change Determination, Development Plan, or Commercial/Multi-Family plans submitted through the commercial review process, a fee of ½ the original fee will be assessed on the third submittal
- (ee) Processing and Distance Measurement.....\$275.00
 - Processing and Distances applies to Medical Marijuana Dispensary, Electronic Gaming Establishment or Alcoholic Beverage License Review Applications
- (ff) Refund Policy—Planning Department

1. Except as provided below, no refunds of application fees are permitted.
2. Comprehensive Plan Amendment Application Refund (both small and large scale) and Rezoning Application Refund—If the application is withdrawn at least THREE WEEKS prior to the published advertisement for the first public hearing, the applicant shall be refunded half of the original fee paid at the time of application submittal. Applications withdrawn AFTER this time shall not receive a refund.
3. Small Scale Comprehensive Plan Amendments **and Rezonings**—Small Scale Comprehensive Plan Amendments **and rezonings** shall be allowed ONE CONTINUANCE to the next available amendment cycle. If the applicant withdraws the amendment before adoption in the next cycle, no monies will be refunded. (Large Scale Comprehensive Plan Amendments shall not be allowed to continue to the next cycle - if they are withdrawn prior to adoption, the applicant will forfeit all fees.)

(Ord. No. 07-11, § I, 5-24-2007; Ord. No. 13-17, § 3, 3-28-2013; Ord. No. 13-41, § VIII, 9-26-2013; Ord. No. 14-25, § X, 9-25-2014; Ord. No. 16-44, § 2, 10-13-2016; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 21-23, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

§ 94-186(c)(5)c. Fee for site clearing and/or tree removal/relocation permit.....\$30.00

(Ord. No. 07-11, § I, 5-24-2007)

Chapter 95. Administrative Fees

§ 95-1. Fee schedule for administrative processing actions.

- (a) Inspections required by fire chief for business tax receipt, food trucks, change of use, miscellaneous.....\$50.00 per hour
- (b) Actions which require public hearing advertisements, such as annexations, land use and zoning changes, variances, conditional uses, etc., shall also be charged for such advertisement\$160.00

(Ord. No. 21-23, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022)

First Public Hearing - Proposed Millage Rate and Budget for fiscal year 2024-25 6.4000 mills proposed.

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Attached is presented the City of Palatka's Fiscal Year 2024-2025 Tentative Budget. The attached budget is based upon all the input and changes that have been discussed at the five budget workshops held from June to August 2024, individually and in groups, with Department Heads and Commissioners. The staff have worked diligently to build an operating budget which moves the City forward, while protecting the financial interests of the City. The proposed budget does not include an increase in water and sewer base rates or in the solid waste collection rates. Also, included is the truth in the millage statement that is required to be read before the adoption of the millage levy resolution, as well as the forms DR-420, DR 420 TIF, amid DR-420 MMP, where the millage rate is tentatively set at 6.4000, which means that the final millage cannot exceed that rate. On July 11, 2024, with resolution number 2024-R-145, the Commissioners approved and adopted the tentative millage rate of 6.4000 mills.

BACKGROUND

Chapter 200 of Florida Statutes sets a timetable for calculating and notifying the public of the process of setting ad valorem millage rates and adopting a budget. The statute identifies timeframes and briefly describes the tasks to be completed. The rolled-back rate of 6.1271 is not a tax increase, since the percentage of the difference between the current proposed rate and the current year's aggregate rolled-back rate would be zero. To keep the current rate of 6.4000 as the City's millage rate would be considered a tax increase, since the percentage of change, when compared to the rolled-back rate is 4.45%.

We have received the certification of tax value from the County Appraiser. For fiscal year 2024, the preliminary gross taxable value is \$712,953,025, which is a 6% or \$41,126,445 increase from the 2023 value of \$671,826,680. The proposed millage rate of 6.4000 would generate \$4,562,899.

The proposed budget for the fiscal year of 2024-2025 is balanced and reflects a total of \$75,985,566 in both revenues and expenses. The 2023-2024 originally approved budget was \$71,255,483 or an increased of 6.2%, in the amount of \$4,730,083. The 2024-2025 proposed budget includes operating costs of \$28,779,201 (37.8%), personnel costs of \$16,198,333 (21.3%), capital expenses of \$11,889,693 (15.6%) and grant expenses of \$19,138,340 (25.2%).

Highlights for the fiscal year 2024-2025 budget include the following:

- \$350,000 City Hall and Annex renovations
- \$75,000 Planning Comprehensive study
- \$2.4 million road paving renovations
- \$375,000 splash pad initiative
- 30 dog stations
- Dog park renovations
- 11 proposed new positions
- CRA Manager position budgeted
- Staff increased based upon the salary survey study
- Inter-fund transfers totaling \$2,429,800
- \$1,260,681 impact fees expected
- Public Works improvements of \$440,000
- Reclamation Facility repairs and improvements of \$1,159,000
- Fire Department capital improvements of \$370,000
- Police Department capital improvements of \$110,000
- Loan proceeds of \$1,000,000 and the related debt servicing of \$133,000
- Various projects, mostly grant-funded, such as Price Martin Retrofit Shelter, MIT grants, Sidewalks (COVID funded), Kay Larkin, and FPL Reid Street Median 1, Airport taxilanes and taxiway, tree removal, to name a few.

The Tentative Proposed Budget is designed to inspire an action-oriented culture, encouraging the City to be proactive, rather than reactive, directed by the initiatives of the Commissioners and the expertise and skill of management.

PROJECT ANALYSIS

Staff Recommendation

Adopt the Resolutions setting the proposed millage rate and tentative budget in the amount of \$75,985,566, which is based upon the proposed millage rate of 6.4000. The Resolutions formally adopting the millage/levy and appropriation resolutions will be presented at the Second Budget Hearing on September 26, 2024, for adoption along with the final budget.

ATTACHMENTS

1.	2024-R-174 ADOPTING THE PROPOSED AND TENTATIVE Operating Millage rate 09-12-24
2.	2024-R-181 ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2024-2025 09-12-24
3.	SCRIPT Adopt FY24 Tentative Millage and Budget First Public Hearing
4.	2024-R-145 Adopting Tentative Millage Rate for FY 2024-25
5.	2024 Certified 07-31-24 DR 420 forms

6.	2024-2025 BUDGET highlights 09-06-24
7.	2024-2025 BUDGET EXPENSES 09-12-24 BUDGET HEARING
8.	2024-2025 BUDGET REVENUES
9.	City of Palatka Org chart 09052024_h

RESOLUTION NO. 2024-R-174

**A RESOLUTION OF THE CITY OF PALATKA, ADOPTING
THE PROPOSED AND TENTATIVE OPERATING
MILLAGE RATE FOR THE PURPOSE OF LEVYING OF AD
VALOREM TAXES FOR THE CITY OF PALATKA,
PUTNAM COUNTY, FOR FISCAL YEAR 2024-2025; AND
PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, the City Commission of the City of Palatka of Putnam County, Florida, during Regular Session on July 11, 2024, adopted City of Palatka Resolution No. 2024-R-145 setting the Fiscal Year 2024-2025 Tentative Millage Rates following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City Commission of the City of Palatka of Putnam County, Florida, held a First Public Hearing on the Fiscal Year 2024-2025 proposed budget on September 12, 2024 as required by Florida Statute 200.065; and

WHEREAS the gross taxable value for operating purposes not exempt from taxation within the City of Palatka of Putnam County has been certified by the County Property Appraiser to the City of Palatka as \$712,953,025.

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

1. The Fiscal Year 2023-2024 operating millage rate for the City of Palatka is 6.4000 mills, which is more than the rolled-back rate of 6.1271 mills by 4.45%.
2. The Final Budget Hearing on the adoption of the Final Millage Rate for Fiscal Year 2024-2025 is scheduled to be held on September 26, 2024, at 6:00 p.m. at City Hall, 201 N. 2nd Street, Palatka.
3. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September 2024.

CITY OF PALATKA

By: MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

RESOLUTION NO. 2023-R-181

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
PALATKA OF PUTNAM COUNTY, FLORIDA ADOPTING THE
TENTATIVE BUDGET FOR FISCAL YEAR 2024-2025,
PROVIDING FOR SEVERABILITY, PROVIDING FOR AN
EFFECTIVE DATE, AND PROVIDING FOR SCRIVENER'S
ERRORS**

WHEREAS the Annual Budget contains fund appropriations and establishes projected revenue and expenditure levels for all funds and divisions for the current fiscal year and the fiscal year commencing on October 1, 2024; and

WHEREAS, Florida Statutes §200.065(2)(c) requires that a public hearing be held on the tentative budget, and Florida Statutes §200.65(2)(d) requires that a public hearing be held to finalize the budget and adopt a millage rate; and

WHEREAS, Florida Statutes §200.065(2)(d) requires that within 15 days after the meeting adopting the tentative budget, the taxing authority shall advertise in a newspaper of general circulation of its intent to finally adopt a millage rate and budget. The final hearing must be held within 2 to 5 days of the advertisement. Sections 129.03 and 200.065, F.S. outlines the exact requirements of said advertisements; and

WHEREAS, the City of Palatka of Putnam County, Florida on September 12, 2024,, held a public hearing as required by Florida Statutes §200.65; and

WHEREAS, the City of Palatka of Putnam County, Florida, set forth the appropriations and revenue estimate for the Budget for the Fiscal Year 2024-2025 in the amount of seventy-five million, nine hundred eighty-five thousand, five hundred sixty-six and 00/100 dollars (\$75,985,566).

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

1. The Fiscal Year 2024-2025 Tentative Budget is hereby adopted.
2. The Fiscal Year 2024-2025 Tentative Budget, as filed with the City Clerk, contains the expenditures and reserves estimate, and the revenues and cash balances of the City of Palatka, Florida for the fiscal year from October 1, 2024 to September 30, 2025, both dates inclusive. Said Budget was submitted to the City Commission of the City of Palatka, Florida, by the City Manager as required by and pursuant to Section 39(6) of the City Charter of the City of Palatka, Florida.
3. The 2024-2025 Tentative Budget is hereby fixed and determined in the amount of seventy-five million, nine hundred eighty-five thousand, five hundred sixty-six and 00/100 dollars (\$75,985,566) and is hereby in all respects adopted and confirmed as so fixed and determined, and the City Clerk is hereby directed to enter the same upon the Minutes of the City of Palatka, Florida.
4. The City Manager is hereby authorized to expend such sums in accordance with this resolution and the other applicable provisions of the Charter and Ordinances of the City of Palatka, Florida and State law.
5. Properly advertised Public Hearings have been held on September 12, 2024, at 6:00 P.M. as required by law. Copies of the budget are on file at the Office of the City Clerk for inspection and on the City of Palatka website.
6. If any provision or portion of the Resolution is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Resolution shall remain in full force and effect.
7. This Resolution shall take effect immediately upon its adoption.
8. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September 2024.

CITY OF PALATKA

By: MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

CITY OF PALATKA COMMISSION
PUBLIC HEARING SCRIPT
SEPTEMBER 12,
FIRST PUBLIC HEARING 6:00PM
FISCAL YEAR 2024-2025 MILLAGES AND BUDGET

I. Introduction to Public Hearing for City of Palatka Fiscal Year 2024-25 Tentative Millage and Budget

MAYOR:

The City of Palatka Commission convenes the Public Hearing on the City of Palatka Fiscal Year 2024-25 Proposed Millage Rates and Tentative Budget as required by Florida Statutes, Chapters 129 and 200 and as advertised in the Truth-in-Millage (TRIM) Notices.

If anyone in our audience is here for the purpose of contesting their assessment, a petition for adjustment with the Putnam County Value Adjustment Board should have been filed on or before 5:00 P.M. September 10, 2024, as was stated in the TRIM notices sent via first class mail by the County's Property Appraiser to every taxpayer on the property value assessment roll.

For those in attendance this evening wishing to address the Commission, citizen comments will be taken following the overview of the tentative budget by the Finance Director.

The Finance Director, Marcia Carty, will now present an explanation of the proposed and rolled back millage rates.

II. Fiscal Year 2024-25 Proposed Millage Rates and Tentative City Budget

A. Explanation of the City's Proposed and Rolled Back Millage Rates

FINANCE DIRECTOR:

Mayor and Commissioners, This evening we will take a few actions related to the adoption of the proposed millage rate and budget for the Fiscal Year ending September 30, 2025.

Tonight's hearing is the first of two public hearings required to be held per Florida Statutes, prior to the adoption of final millage rate and budget by a taxing authority. As such, this is not the final budget hearing, and final adoption of the millage rates and budgets will not be considered tonight. At the conclusion of this hearing a specific date, time, and place of the second public hearing for adoption of the final millage rate and budget will be established.

Florida Statutes require the name of the taxing authority, the millage rate to be levied, the rolled-back rate and the percentage change over rolled-back rate be publicly announced. In addition, one of the requirements of the Truth-in-Millage Legislation is to provide information about why proposed millage rates differ from the rolled back millage rates.

Rolled back millage rate is defined as "the millage rate, which, exclusive of new construction, additions to structure, deletions, and property added due to geographic boundary changes will provide the same ad valorem tax revenue for each taxing authority as was levied during the prior year."

The TRIM process requires that a notice of "tax increase" be advertised when the current year proposed aggregate millage rate exceeds the calculated aggregate rolled back millage rate. The aggregate rolled back millage rate is calculated by dividing the prior year adjusted property tax revenue by the current year taxable property value, multiplied by 1,000. The current year taxable value does not include new construction and tax increment (CRA) values.

For the Fiscal Year 2025 Budget, the aggregate proposed operating millage for the City of Palatka is 6.4000 mills, which is 4.45 % greater than the rolled back rate of 6.1271 mills.

The increase in property tax revenue is essential to fund the appropriations needed to operate the General City-wide budget. This is inclusive of personnel costs, operating costs, capital expenses, as well as grant matches.

B. Overview of Fiscal Year 2024-25 Tentative Budget and of Adjustments made to that Budget.

FINANCE DIRECTOR:

Mayor and Commissioners, the total City Tentative Budget for fiscal year 2024-25 is \$75,985,566.

I am happy to answer any questions pertaining to the changes, or on the budget before you, currently.

MAYOR:

Are there any questions from members of the Commission?

III. Citizens Comments on Fiscal Year 2024-25 Proposed Millage Rates and Tentative Budget

MAYOR:

I would now like to invite citizens to comment on the fiscal year 2024-25 proposed millage rates and tentative budget. Please come forward to the podium if you wish to address the Commission. Fill out a yellow speaker card that can be found in the back of the room.

Citizen Comments allowed at this time.

MAYOR (following all citizen comments):

I will now close the public comment section of this public hearing.

IV. City of Palatka Commissioners Action on FY 2024-25 Proposed Millage Rate and Tentative Budget

A. Adjustments by Motion to the City of Palatka Fiscal Year 2024-25 Tentative Budget

FINANCE DIRECTOR:

Mayor and Commissioners, the budget document before you, the "FY25 Tentative Budget", includes appropriations described earlier. Any additional adjustments to this budget can be made by motion at this time.

CITY COMMISSION:

(If there are any adjustments they should be made and approved by motion at this time)

If there are no adjustments, no motion needs to be made at this time.

B. Adoption of Resolution Establishing Fiscal Year 2024-25 Proposed City of Palatka Millage Rate

FINANCE DIRECTOR:

Mayor and Commissioners, Florida Statutes require the Commission to adopt proposed millage rates prior to adopting the related budget. As such, before you is Resolution Number 2024-R-174. A resolution to adopt the tentative millage rate for the fiscal year ending September 30, 2025, pursuant to the provisions of Chapter 200, Florida Statutes; providing for conflicts and severability; and providing for an effective date.

This resolution includes the total General Fund millage rate for FY25 is 6.4000 which is unchanged from FY24, but more than the rolled-back millage rate of 6.1271.

CLERK reads title of Millage Resolution 2024-R-174:

A RESOLUTION OF THE CITY OF PALATKA, ADOPTING THE PROPOSED AND TENTATIVE OPERATING MILLAGE RATE FOR THE PURPOSE OF LEVYING OF AD VALOREM TAXES FOR THE CITY OF PALATKA, PUTNAM COUNTY, FOR FISCAL YEAR 2024-2025; AND PROVIDING FOR SCRIVENER'S ERRORS

CITY COMMISSION MOTION:

Move to approve Resolution Number 2024-R-174 adopting the tentative millage rates for fiscal year ending September 30, 2025.

(REMEMBER: Second, discussion, public comment on the motion, vote)

C. Adoption of Resolution Adopting the Fiscal Year 2024-25 Tentative

BudgetFINANCE DIRECTOR:

Mayor and Commissioners, subsequent to the Commission adopting the FY24 proposed millage rate, you must then adopt the corresponding "FY24 Tentative Budget". Before you is Resolution Number 2024-R-181. A resolution to adopt the tentative budget for the fiscal year ending September 30, 2025, pursuant to the provisions of Chapter 200, Florida Statutes; providing for conflicts and severability; and providing for an effective date.

CLERK reads title of Budget Resolution 2024-R-181:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA OF PUTNAM COUNTY, FLORIDA ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2024-2025, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE, AND PROVIDING FOR SCRIVENER'S ERRORS

CITY COMMISSION MOTION:

Move to approve Resolution Number 2024-R-181 adopting the tentative budget for the fiscal year ending September 30, 2024.

(REMEMBER: Second, discussion, public comment on the motion, vote)

D. Establish and publicly announce the date, time, and place of the 2nd Public Hearing to consider the final adoption of the millage rates and budget

FINANCE DIRECTOR:

Mayor and Commissioners, the final action requested from the Commission this evening is to establish and publicly announce the date, time, and location of the Final Public Hearing to consider adopting the final millage rate and budget as amended. This meeting must be held within 20 days following the conclusion of tonight's Public Hearing, properly advertised, and held after 5:00 P.M.

Staff recommends that the Second and Final Public Hearing be scheduled for Thursday, September 26, 2024, at 6:00 P.M. in this same location, the Commission's Chambers.

CITY COMMISSION MOTION:

Move to schedule the second and final public hearing to adopt the final FY24 millage rates and budget on Thursday, September 26, 2024, at 6:00 P.M. in the Commission's Chambers, 201 N 2nd Street. Palatka, FL.

(REMEMBER: Second, discussion, public comment on the motion, vote)

V. Conclusion of Public Hearing

FINANCE DIRECTOR:

Mayor and Commission, the budget related business for this evening's public hearing is complete. Thank you.

MAYOR:

This concludes the first TRIM Public Hearing.

RESOLUTION NO. 2024-R-145

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
ADOPTING THE TENTATIVE MILLAGE RATE OF 6.4000
MILLS FOR THE LEVYING OF AD VALOREM TAXES FOR THE
FISCAL YEAR 2024-25; PROVIDING FOR AN EFFECTIVE
DATE; AND PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, the Property Appraiser of Putnam County, Florida has certified the gross taxable value for operating purposes do not exempt from taxation within the corporate limits of the City of Palatka as \$712,953,025 through DR 420, line 4, attached hereto as Exhibit "A"; and

WHEREAS the rollback millage rate is 6.1271 mills; and

WHEREAS, a tentative millage rate in the amount of 6.4000 mills is level to the prior year operating millage rate of 6.4000 mills; and

WHEREAS, the City Commission of the City of Palatka has determined therefore that it is in the best interest of the public welfare to adopt a tentative millage rate in the amount of 6.4000 mills.

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

1. the Fiscal Year 2024-2025 tentative operating millage rate is 6.4000 mills which is level to the prior year rate, and 4.454% more than the rolled back rate of 6.1271; and
2. the voted debt service millage is 0 mills; and
3. this Resolution shall take effect immediately upon its adoption; and
4. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which of not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND RESOLVED by the City Commission of the City of Palatka, Florida this 11th day of July 2024



CITY OF PALATKA

By: Its **MAYOR**

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



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CERTIFICATION OF TAXABLE VALUEDR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2024	County : Putnam
Principal Authority : City of Palatka	Taxing Authority : City of Palatka - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	591,434,375	(1)
2.	Current year taxable value of personal property for operating purposes	\$	120,345,211	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	1,173,439	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	712,953,025	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	5,940,843	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	707,012,182	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	671,826,580	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES ☐ NO	Number 3	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☐ YES ☒ NO	Number 0	(9)
SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser: Electronically Certified by Property Appraiser		Date : 7/1/2024 3:35:57 PM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	6.4000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	4,299,690	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	344,021	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	3,955,669	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	61,414,809	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	645,597,373	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	6.1271	per \$1000	(16)
17.	Current year proposed operating millage rate	6.4000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	4,562,899	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)				
		☒ Municipality	☐ Water Management District					
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)				
		☐ MSTU	☐ Water Management District Basin					
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)				
DEPENDENT SPECIAL DISTRICTS AND MSTUs  STOP HERE - SIGN AND SUBMIT								
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	3,955,669	(22)				
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>	6.1271	per \$1,000	(23)				
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	4,368,334	(24)				
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	4,562,899	(25)				
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>	6.4000	per \$1,000	(26)				
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		4.45 %	(27)				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">First public budget hearing</td> <td style="width: 20%;">Date : 9/12/2024</td> <td style="width: 20%;">Time : 6:00 PM EST</td> <td style="width: 40%;">Place : 201 N 2nd Street Palatka 32177</td> </tr> </table>					First public budget hearing	Date : 9/12/2024	Time : 6:00 PM EST	Place : 201 N 2nd Street Palatka 32177
First public budget hearing	Date : 9/12/2024	Time : 6:00 PM EST	Place : 201 N 2nd Street Palatka 32177					
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.					
	Signature of Chief Administrative Officer :			Date :				
	Electronically Certified by Principal Taxing Authority			7/31/2024 5:48:34 PM				
	Title :		Contact Name and Contact Title :					
	Troy Bell - City Manager		Marcia Carty - Finance Director					
	Mailing Address :		Physical Address :					
201 North Second Street,		201 North Second Street, Palatka Florida 32177						
City, State, Zip :		Phone Number :	Fax Number :					
Palatka Florida 32177		(386) 329-0100, ext. 212	(386) 329-0106					

Instructions on page 3



MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

Reset Form

Print Form

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2024		County: Putnam	
Principal Authority : City of Palatka		Taxing Authority: City of Palatka - Operating	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	6.1271 per \$1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2023 Form DR-420MM, Line 13	9.2509 per \$1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	6.4000 per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 671,826,580	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 6,215,001	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 344,021	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 5,870,980	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 645,597,373	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	9.0939 per \$1,000	(10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	9.0939 per \$1,000	(11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0569	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	9.6113 per \$1,000	(13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	10.5724 per \$1,000	(14)
15.	Current year proposed millage rate	6.4000 per \$1,000	(15)
16.	Minimum vote required to levy proposed millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	9.6113 per \$1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 712,953,025	(18)

Continued on page 2

Taxing Authority : City of Palatka - Operating		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes (Line 15 multiplied by Line 18, divided by 1,000)	\$ 4,562,899	(19)
20.	Total taxes levied at the maximum millage rate (Line 17 multiplied by Line 18, divided by 1,000)	\$ 6,852,405	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. (The sum of all Lines 19 from each district's Form DR-420MM-P)	\$ 0	(21)
22.	Total current year proposed taxes (Line 19 plus Line 21)	\$ 4,562,899	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage (The sum of all Lines 20 from each district's Form DR-420MM-P)	\$ 0	(23)
24.	Total taxes at maximum millage rate (Line 20 plus Line 23)	\$ 6,852,405	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Electronically Certified by Principal Taxing Authority		7/31/2024 5:48:34 PM
	Title :	Contact Name and Contact Title :	
	Troy Bell - City Manager	Marcia Carty - Finance Director	
	Mailing Address :	Physical Address :	
201 North Second Street,	201 North Second Street, Palatka Florida 32177		
City, State, Zip :	Phone Number :	Fax Number :	
Palatka Florida 32177	(386) 329-0100, ext. 212	(386) 329-0106	

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.



Reset Form

Print Form

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year :	2024	County :	Putnam
Principal Authority :	City of Palatka	Taxing Authority :	City of Palatka - Operating
Community Redevelopment Area :	City of Palatka CRA - Central Business	Base Year :	1983

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	60,270,950	(1)
2.	Base year taxable value in the tax increment area	\$	14,750,255	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	45,520,695	(3)
4.	Prior year Final taxable value in the tax increment area	\$	54,361,279	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	39,611,024	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :	Date :	
	Electronically Certified by Property Appraiser	7/1/2024 3:35:57 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)	
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	43,244,660	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	240,835	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Electronically Certified by Principal Taxing Authority		7/31/2024 5:48:34 PM	
	Title :		Contact Name and Contact Title :	
	Troy Bell - City Manager		Marcia Carty - Finance Director	
Mailing Address :		Physical Address :		
201 North Second Street,		201 North Second Street, Palatka Florida 32177		
City, State, Zip :		Phone Number :	Fax Number :	
Palatka Florida 32177		(386) 329-0100, ext. 212	(386) 329-0106	



Reset Form

Print Form

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2024	County : Putnam
Principal Authority : City of Palatka	Taxing Authority : City of Palatka - Operating
Community Redevelopment Area : City of Palatka CRA - North Historic (Addition; 1994)	Base Year : 1994

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	5,582,980	(1)
2.	Base year taxable value in the tax increment area	\$	1,099,110	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	4,483,870	(3)
4.	Prior year Final taxable value in the tax increment area	\$	5,401,140	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	4,302,030	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :	Date :	
	Electronically Certified by Property Appraiser	7/1/2024 3:35:57 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)	
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	4,259,676	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	26,156	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :	Date :		
	Electronically Certified by Principal Taxing Authority	7/31/2024 5:48:34 PM		
	Title :	Contact Name and Contact Title :		
	Troy Bell - City Manager	Marcia Carty - Finance Director		
	Mailing Address :	Physical Address :		
201 North Second Street,	201 North Second Street, Palatka Florida 32177			
City, State, Zip :	Phone Number :	Fax Number :		
Palatka Florida 32177	(386) 329-0100, ext. 212	(386) 329-0106		



Reset Form

Print Form

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2024	County : Putnam
Principal Authority : City of Palatka	Taxing Authority : City of Palatka - Operating
Community Redevelopment Area : City of Palatka CRA - South Historic (Addition; 1994)	Base Year : 1994

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	17,859,878	(1)
2.	Base year taxable value in the tax increment area	\$	3,217,275	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	14,642,603	(3)
4.	Prior year Final taxable value in the tax increment area	\$	15,886,720	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	12,669,445	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :	Date :	
	Electronically Certified by Property Appraiser	7/1/2024 3:35:57 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)	
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> If value is zero or less than zero, then enter zero on Line 6b	\$	13,910,473	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	77,030	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> If value is zero or less than zero, then enter zero on Line 7e	\$		(7e)

SIGN HERE	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Electronically Certified by Principal Taxing Authority		7/31/2024 5:48:34 PM	
	Title : Troy Bell - City Manager		Contact Name and Contact Title : Marcia Carty - Finance Director	
	Mailing Address : 201 North Second Street,		Physical Address : 201 North Second Street, Palatka Florida 32177	
	City, State, Zip : Palatka Florida 32177		Phone Number : (386) 329-0100, ext. 212	Fax Number : (386) 329-0106

**CITY OF PALATKA
2024-2025 PROPOSED BUDGET HIGHLIGHTS**

**CITY OF PALATKA
2024-2025 BUDGET HIGHLIGHTS**

FUNDS	DESCRIPTION	AMOUNTS	OPERATING	PERSONNEL	GRANT	CAPITAL
001	GENERAL	\$23,320,280	\$8,963,503	\$11,043,298	\$439,026	\$2,874,453
005	AIRPORT	\$3,793,104	\$1,680,665	\$416,952	\$1,670,414	\$25,073
030	TIF CRA	\$2,188,828	\$1,227,087	\$87,721	\$0	\$874,020
042	GOLF	\$174,577	\$149,578	\$0	\$0	\$25,000
041	UTILITIES	\$26,009,136	\$8,580,810	\$3,123,308	\$6,313,870	\$7,991,148
043	SANITATION	\$4,006,921	\$2,379,868	\$1,527,054	\$0	\$100,000
101	BETTER PLACE	\$14,946,260	\$5,777,691	\$0	\$9,168,569	\$0
300	ARPA	\$1,546,460		\$0	\$1,546,460	\$0
2024 - 2025	TOTALS	\$75,985,566	\$28,759,201	\$16,198,333	\$19,138,340	\$11,889,693
<i>Percentage of 2024-2025 budget</i>		100.0%	37.8%	21.3%	25.2%	15.6%

2023 - 2024 BUDGET COMPARED TO PROPOSED 2024 - 2025 BUDGET

2023 - 2024 ORIGINAL	TOTALS	\$71,255,483	\$22,288,173	\$15,472,121	\$18,539,618	\$14,955,571
	DIFFERENCE	(\$4,730,083)	(\$6,471,028)	(\$726,212)	(\$598,722)	\$3,065,878
2023 - 2024 AMENDED	TOTALS	\$75,432,553	\$22,366,182	\$15,117,479	\$20,529,694	\$17,419,198
	DIFFERENCE	(\$553,013)	(\$6,393,019)	(\$1,080,854)	\$1,391,354	\$5,529,505

**CITY OF PALATKA
2024-2025 PROPOSED BUDGET HIGHLIGHTS**

**CITY OF PALATKA
BUDGET VARIANCE BETWEEN 2024-2025 AND 2023-2024**

PROPOSED BUDGET 2024-2025			23-2024 ORIGINAL & FINAL APPROVED BUDGET			
FUNDS	DESCRIPTION	AMOUNTS	ORIGINAL APPROVED BUDGET 10/2023	APPROVED & AMENDED BUDGET 08/2024	VARIANCE BETWEEN ORIGINAL 23-24 & 24-25 BUDGETS	VARIANCE BETWEEN AMENDED 23-24 & 24-25 BUDGETS
001	GENERAL	\$23,320,280	\$19,816,943	\$20,692,388	\$3,503,337	\$2,627,892
005	AIRPORT	\$3,793,104	\$4,280,626	\$4,546,730	(\$487,522)	(\$753,626)
030	TIF CRA	\$2,188,828	\$1,958,716	\$2,090,642	\$230,112	\$98,185
042	GOLF	\$174,577	\$184,402	\$184,402	(\$9,825)	(\$9,825)
041	UTILITIES	\$26,009,136	\$26,418,713	\$28,736,265	(\$409,577)	(\$2,727,128)
043	SANITATION	\$4,006,921	\$3,830,060	\$4,329,422	\$176,861	(\$322,501)
101	BETTER PLACE	\$14,946,260	\$12,572,842	\$12,880,312	\$2,373,418	\$2,065,948
300	ARPA	\$1,546,460	\$2,193,181	\$1,972,392	(\$646,721)	(\$425,931)
TOTALS		\$75,985,566	\$71,255,483	\$75,432,553	\$4,730,083	\$553,013

Percentage of 2024-2025 budget

6.2%

0.7%

**CITY OF PALATKA
2024-2025 PROPOSED BUDGET HIGHLIGHTS**

Major reasons for the above change is the following:

General Fund

1. Liability insurance increased by \$137,000 from \$447,000 to \$584,000
2. Loan increased by \$350,922 from \$649,078 to 1,000,000
3. Interfund transfers increased by \$312,690 from \$1,681,514 to \$2,003,204
4. City Hall and Annex Renovations increased by \$123,000 from \$227,000 to \$350,000
5. Planning Comprehensive study increase by \$75,000 (new grant)
6. Police Department personnel cost increase by \$617,000 (\$194,624 grant funded)
7. Public Works-Streets personnel cost increased by \$106,394 from \$413,305 to \$519,699
8. Public Works-Streets capital cost increased by \$702,000 from \$228,000 to \$930,000 (includes road paving renovations of \$885,525)
9. Cultural Arts cost increased by \$67,832 from \$192,155 to \$259,987 (\$30,000 capital - elevator improvement)
10. Public Works-Parks & Recreation increased by \$448,350 from \$614,709 to \$1,063,059 with \$393,000 being capital (splash pad inclu
11. Reduced fires assessment variable rate by \$.11 (eleven cents), from \$2.46 to \$2.35

Airport Fund

1. Decreased by \$487,522 from \$4,280,626 to \$3,793,104 due to a reduction in grant activity.

TIF/CRA Fund

1. Increase in TRIM funds based on property value amounted to \$115,000
2. Net carryforward increased by \$115,000

Golf Fund

1. Operating costs decreased

Utilities Funds

1. Grant and capital costs decreased by \$3,336,000 from \$17,641,018 to \$14,305,018
2. Transfers increased by \$243,953 from \$2,902,980 to \$3,146,619
3. Debt increased by \$157,837 from \$1,302,558 to \$1,460,395

Sanitation Funds

1. Capital costs increased by \$100,000 (no capital in the prior year)

Better Place

1. More grants are expected to be completed - from \$12,880,312 to \$14,946,260 or \$2,065,948 more

ARPA

1. Less funds remaining to be disbursed or encumbered

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
GENERAL FUND EXPENDITURES / BUDGET PREPARATION REPORT For Fiscal Year 2024-2025					
	COMMISSIONERS				
	PERSONNEL				
001-01-511-1-1110	COMMISSIONERS SALARIES	\$105,824	\$111,300	\$107,362	\$120,161
001-01-511-1-1200	LEGISLATIVE ASST SALARIES	\$0	\$28,600	\$0	\$0
001-01-511-1-1210	COMMISS ACCRUED PAYROLL	\$12	\$0	\$0	\$0
001-01-511-1-2100	FICA TAX EXPENSE	\$7,797	\$10,702	\$8,020	\$9,192
001-01-511-1-2200	RETIREMENT EXPENSE	\$38,121	\$43,089	\$32,845	\$36,889
001-01-511-1-2300	HEALTH AND LIFE INSURANCE	\$8,920	\$34,449	\$6,791	\$17,376
		-----	-----		-----
	TOTAL	\$160,673	\$228,140	\$155,019	\$183,618
	OPERATING				
001-01-511-3-3100	PROFESSIONAL SERVICES	\$71,733	\$72,350	\$71,430	\$75,244
001-01-511-3-4022	SCHOOLING/CONF-MAYOR	\$7,678	\$14,502	\$1,781	\$10,000
001-01-511-3-4023	SCHOOLING/CONF-Commissioner W	\$4,522	\$17,100	\$3,039	\$10,000
001-01-511-3-4024	SCHOOLING/CONF-COMM CAMPBELL	\$6,873	\$14,493	\$4,946	\$10,000
001-01-511-3-4025	SCHOOLING/CONF-COMM WILLIAMS/M	\$5,091	\$16,422	\$2,119	\$10,000
001-01-511-3-4026	SCHOOLING/CONF-COMM BOROM	\$10,798	\$16,976	\$5,435	\$10,000
001-01-511-3-4100	COMMUNICATIONS SERVICES	\$2,883	\$6,000	\$7,454	\$6,240
001-01-511-3-4800	ADVERTISING	\$10,165	\$13,275	\$7,071	\$14,000
001-01-511-3-4900	SPECIAL EVENTS - REFUNDS	\$0	\$0	\$0	\$0
001-01-511-3-4901	SPECIAL EVENTS/SPECIAL PROJECTS - MAYOR	\$3,098	\$5,902	\$3,300	\$12,602
001-01-511-3-4903	SPECIAL EVENTS/SPECIAL PROJECTS - JONES	\$500	\$12,425	\$6,460	\$15,965
001-01-511-3-4904	SPECIAL EVENTS/SPECIAL PROJECTS - CAMPBELL	\$4,028	\$5,200	\$300	\$14,900
001-01-511-3-4905	SPECIAL EVENTS/SPECIAL PROJECTS - MCCASH	\$1,178	\$8,822	\$8,822	\$10,000
001-01-511-3-4906	SPECIAL EVENTS/SPECIAL PROJECTS - BOROM	\$535	\$8,465	\$4,427	\$13,997

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-01-511-3-4907	MAYOR'S RECEPTION	\$7,470	\$15,000	\$5,257	\$10,000
001-01-511-3-4910	NEFLC	\$2,467	\$3,675	\$1,359	\$5,000
001-01-511-3-4930	CITIZENS TRANSPORTATION			\$0	
001-04-511-3-4930	TRANSPORTATION - CITIZENS			\$0	\$25,000
001-01-511-3-5100	OFFICE SUPPLIES	\$422	\$500	\$436	\$520
001-01-511-3-5260	UNIFORMS	\$241	\$500	\$112	\$520
001-01-511-3-5280	OPERATING SUPPLIES	\$2,601	\$3,089	\$2,550	\$3,213
001-01-511-3-5283	SBDC	\$8,000	\$12,000	\$8,000	\$13,000
001-01-511-3-5284	AWARDS/RECONGNITION	\$2,978	\$3,440	\$2,193	\$5,000
001-01-511-3-5286	YOUTH AMBASSADOR PROGRAM	\$0	\$500	\$163	\$520
001-01-511-3-5400	MEMBR,SUBSCRIPT,DUES	\$4,581	\$3,000	\$4,695	\$5,000
		-----	-----		-----
	TOTAL	\$157,844	\$253,636	\$151,346	\$280,721
	CAPITAL OUTLAY				
001-01-511-6-6400	CAPITAL OUTLAY	\$0	\$62,000	\$0	\$64,480
		-----	-----		-----
	TOTAL	\$0	\$62,000	\$0	\$64,480
	PERSONNEL - INTERNS				
001-01-512-1-1200	REGULAR SALARIES	\$13,329	\$24,000	\$33,182	\$24,960
001-01-512-1-2100	FICA TAX EXPENSE	\$1,020	\$1,836	\$2,538	\$1,909
		-----	-----		-----
	TOTAL	\$14,349	\$25,836	\$35,721	\$26,869
	OPERATING EXPENSES				
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
	TOTAL	\$0	\$0	\$0	\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
COMMISSIONERS	DEPARTMENT TOTAL	\$332,866	\$569,612	\$342,086	\$555,688
		-----	-----	-----	-----
	CITY HALL				
	OPERATING EXPENSES				
001-04-513-3-3100	PROFESSIONAL SERVICES	\$5,182	\$6,000	\$3,193	\$3,000
001-04-513-3-4100	COMMUNICATIONS SERVICES	\$5,663	\$5,000	\$3,660	\$5,200
001-04-513-3-4200	POSTAGE AND FREIGHT	\$2,141	\$2,500	\$214	\$2,600
001-04-513-3-4320	ELECTRICITY	\$9,278	\$9,000	\$7,620	\$9,360
001-04-513-3-4400	RENTALS AND LEASES	\$3,237	\$2,803	\$719	\$2,915
001-04-513-3-4610	CITY HALL BUILDING MAINTENANCE	\$23,970	\$252,532	\$68,178	\$25,000
001-04-513-3-4615	ANNEX BUILDING MAINTENANCE			\$26,012	\$25,000
001-04-513-3-4620	EQUIPMENT MAINTENANCE	\$0	\$4,000	\$274	\$4,160
001-04-513-3-4700	PRINTING AND BINDING	\$6,011	\$3,500	\$6,514	\$3,640
001-04-513-3-5100	OFFICE SUPPLIES	\$4,937	\$5,000	\$4,121	\$5,200
001-04-513-3-5230	JANITORIAL SUPPLIES	\$1,377	\$1,500	\$675	\$4,560
		-----	-----		-----
	TOTAL	\$61,797	\$291,835	\$121,180	\$90,635
	CAPITAL				
001-04-513-6-6445	CITY HALL BUILDING IMPROVEMENTS			\$0	\$300,000
001-04-513-6-6450	ANNEX BUILDING MAINTENANCE			\$119,338	\$50,000
		-----	-----		-----
	TOTAL	\$0	\$0	\$119,338	\$350,000
		-----	-----		-----
CITY HALL	DEPARTMENT TOTAL	\$61,797	\$291,835	\$240,519	\$440,635
		-----	-----		-----
	CITY MANAGER				

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	PERSONNEL SERVICES				
001-20-512-1-1100	EXECUTIVE SALARIES	\$192,468	\$259,866	\$202,339	\$304,203
001-20-512-1-1200	REGULAR SALARIES	\$25,793	\$95,659	\$62,202	\$70,980
001-20-512-1-1210	ACCRUED SALARIES	-\$918	\$0	\$0	\$0
001-20-512-1-2100	FICA TAX EXPENSE	\$16,427	\$27,198	\$19,959	\$28,701
001-20-512-1-2200	RETIREMENT EXPENSE	\$67,827	\$109,502	\$80,827	\$115,181
001-20-512-1-2300	HEALTH AND LIFE INSURANCE	\$21,429	\$51,846	\$26,015	\$56,728
		-----	-----		-----
	TOTAL	\$323,027	\$544,071	\$391,342	\$575,794
	OPERATING				
001-20-512-3-2510	REEMPLOYMENT TAX CLAIM	\$0	\$0	\$0	\$0
001-20-512-3-3100	PROFESSIONAL SERVICES	\$0	\$0	\$5,130	\$15,000
001-20-512-3-3120	PRE-EMPLOYMENT EXPENSE	\$319	\$95	\$95	\$99
001-20-512-3-4021	SCHOOLING/CONF-CITY MANAGER	\$3,557	\$13,500	\$7,509	\$18,000
001-20-512-3-4100	COMMUNICATIONS SERVICES	\$826	\$1,656	\$1,233	\$2,296
001-20-512-3-4200	POSTAGE AND FREIGHT	\$0	\$800	\$82	\$832
001-20-512-3-4400	RENTALS AND LEASES	\$249	\$467	\$249	\$486
001-20-512-3-4630	VEHICLE MAINTENANCE	\$411	\$1,000	\$275	\$1,040
001-20-512-3-4700	PRINTING AND BINDING	\$0	\$200	\$0	\$600
001-20-512-3-5000	FINES & FEES	\$123	\$0	\$201	\$0
001-20-512-3-5100	OFFICE SUPPLIES	\$698	\$1,000	\$508	\$1,200
001-20-512-3-5210	GAS AND LUBRICANTS	\$990	\$2,000	\$1,365	\$2,080
001-20-512-3-5260	UNIFORMS	\$69	\$480	\$87	\$600
001-20-512-3-5280	OPERATING SUPPLIES	\$1,575	\$2,405	\$1,412	\$3,000
001-20-512-3-5400	MEMBR,SUBSCRIPT,DUES	\$2,009	\$4,560	\$3,123	\$5,200
		-----	-----		-----
	TOTAL	\$10,825	\$28,163	\$21,269	\$50,434

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	CAPITAL				
001-20-512-6-6400	CAPITAL OUTLAY	\$0	\$0	\$0	\$20,000
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$20,000
		-----	-----		-----
CITY MANAGER	DEPARTMENT TOTAL	\$333,852	\$572,234	\$412,611	\$646,227
		-----	-----		-----
	CITY CLERK				
	PERSONNEL				
001-21-512-1-1100	EXECUTIVE SALARIES	\$55,792	\$59,765	\$53,692	\$64,155
001-21-512-1-1200	REGULAR SALARIES	\$0	\$32,533	\$19,513	\$81,674
001-21-512-1-1210	ACCRUED SALARIES	\$17	\$0	\$0	\$0
001-21-512-1-1400	OVERTIME	\$0	\$0	\$39	\$0
001-21-512-1-2100	FICA TAX EXPENSE	\$3,925	\$7,061	\$5,229	\$11,156
001-21-512-1-2200	RETIREMENT EXPENSE	\$18,746	\$28,428	\$22,404	\$44,770
001-21-512-1-2300	HEALTH AND LIFE INSURANCE	\$6,981	\$12,599	\$13,719	\$13,785
001-21-512-1-2500	UNEMPLOYMENT COMP	\$186	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$85,649	\$140,386	\$114,597	\$215,539
	OPERATING				
001-21-512-3-3100	PROFESSIONAL SERVICES	\$5,974	\$7,857	\$5,324	\$19,471
001-21-512-3-3120	PRE-EMPLOYMENT EXPENSE	\$0	\$150	\$150	\$376
001-21-512-3-3400	CONTRACTUAL SERVICES	\$4,375	\$14,743	\$14,743	\$10,533
001-21-512-3-4027	SCHOOLING/CONF-CITY CLERK	\$5,031	\$5,000	\$3,439	\$9,975
001-21-512-3-4100	COMMUNICATIONS SERVICES	\$457	\$500	\$444	\$520
001-21-512-3-4200	POSTAGE AND FREIGHT	\$196	\$200	\$91	\$208
001-21-512-3-4400	RENTALS AND LEASES	\$1,662	\$3,471	\$2,771	\$3,610

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-21-512-3-4700	PRINTING AND BINDING	\$296	\$100	\$657	\$104
001-21-512-3-4800	ADVERTISING	\$0	\$0	\$0	\$0
001-21-512-3-4810	LEGAL ADVERTISING	\$5,658	\$6,355	\$2,452	\$6,609
001-21-512-3-5000	FINES & FEES	\$341	\$250	-\$33	\$260
001-21-512-3-5100	OFFICE SUPPLIES	\$210	\$500	\$421	\$520
001-21-512-3-5260	UNIFORMS	\$126	\$200	\$80	\$208
001-21-512-3-5280	OPERATING SUPPLIES	\$2,783	\$2,995	\$1,253	\$7,115
001-21-512-3-5400	MEMBR,SUBSCRIPT,DUES	\$724	\$500	\$210	\$2,020
		-----	-----		-----
	TOTAL	\$27,833	\$42,821	\$32,001	\$61,529
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
		-----	-----		-----
CITY CLERK	DEPARTMENT TOTAL	\$113,482	\$183,207	\$146,598	\$277,068
		-----	-----		-----
	INFORMATION TECHNOLOGY				
	PERSONNEL				
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
	OPERATING				
001-17-516-3-3100	PROFESSIONAL SERVICES	\$150,000	\$168,965	\$144,115	\$175,724
001-17-516-3-4100	COMMUNICATIONS SERVICES	\$1,800	\$0	\$450	\$1,000
001-17-516-3-5241	SOFTWARE	\$0	\$42,438	\$33,842	\$50,353
001-17-516-3-5242	HARDWARE	\$19,916	\$28,520	\$27,859	\$20,000
001-17-516-3-5401	SOFTWARE SUBSCRIPT, LICENSES	\$92,778	\$117,460	\$109,585	\$122,158
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	TOTAL	\$264,494	\$357,383	\$315,852	\$369,235

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	CAPITAL				
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
		-----	-----		-----
INFORMATION TECH	DEPARTMENT	\$264,494	\$357,383	\$315,852	\$369,235
		-----	-----		-----
	FINANCE				
	PERSONNEL				
001-22-513-1-1100	EXECUTIVE SALARIES	\$42,782	\$122,062	\$111,123	\$128,037
001-22-513-1-1200	REGULAR SALARIES	\$209,050	\$247,679	\$228,555	\$250,615
001-22-513-1-1210	ACCRUED SALARIES	\$350	\$0	\$0	\$0
001-22-513-1-1400	OVERTIME	\$1,873	\$6,300	\$2,513	\$6,552
001-22-513-1-2100	FICA TAX EXPENSE	\$18,702	\$28,767	\$25,353	\$10,296
001-22-513-1-2200	RETIREMENT EXPENSE	\$81,457	\$113,880	\$105,176	\$118,258
001-22-513-1-2300	HEALTH AND LIFE INSURANCE	\$22,456	\$55,938	\$26,581	\$41,224
		-----	-----		-----
	TOTAL	\$376,671	\$574,626	\$499,301	\$554,982
	OPERATING				
001-22-513-3-3100	PROFESSIONAL SERVICES	\$10,550	\$2,500	\$3,833	\$2,600
001-22-513-3-3120	PRE-EMPLOYMENT EXPENSE	\$148	\$150	\$200	\$156
001-22-513-3-3200	ACCOUNTING AND AUDITING	\$31,006	\$24,617	\$24,051	\$24,617
001-22-513-3-4020	SCHOOLING, CONFERENCE, ETC	\$6,297	\$7,000	\$3,749	\$7,280
001-22-513-3-4100	COMMUNICATIONS SERVICES	\$733	\$600	\$485	\$624
001-22-513-3-4200	POSTAGE AND FREIGHT	\$647	\$750	\$1,965	\$780
001-22-513-3-4330	CREDIT CARD FEES	\$0	\$0	\$0	\$0
001-22-513-3-4400	RENTALS AND LEASES	\$649	\$800	\$853	\$832

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-22-513-3-4700	PRINTING AND BINDING	\$1,288	\$1,100	\$1,162	\$1,144
001-22-513-3-5000	FINES & FEES	\$137	\$0	\$136	\$0
001-22-513-3-5100	OFFICE SUPPLIES	\$707	\$1,750	\$743	\$1,820
001-22-513-3-5260	UNIFORMS	\$0	\$500	\$0	\$520
001-22-513-3-5280	OPERATING SUPPLIES	\$2,156	\$2,000	\$2,506	\$2,080
001-22-513-3-5400	MEMBR,SUBSCRIPT,DUES	\$265	\$500	\$310	\$520
		-----	-----		-----
	TOTAL	\$54,582	\$42,267	\$39,993	\$42,973
		-----	-----		-----
FINANCE	DEPARTMENT	\$431,252	\$616,893	\$539,294	\$597,955
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	PUBLIC WORKS - FACILITIES MAINTENANCE				
	PERSONNEL				
001-23-519-1-1100	EXECUTIVE SALARIES	\$92,847	\$124,214	\$103,769	\$127,082
001-23-519-1-1200	REGULAR SALARIES	\$77,609	\$126,922	\$77,215	\$122,577
001-23-519-1-1210	ACCRUED SALARIES	-\$132	\$0	\$0	\$0
001-23-519-1-1400	OVERTIME	\$2,641	\$6,300	\$3,360	\$6,552
001-23-519-1-2100	FICA TAX EXPENSE	\$12,913	\$19,694	\$13,788	\$19,600
001-23-519-1-2200	RETIREMENT EXPENSE	\$55,098	\$77,350	\$56,162	\$78,657
001-23-519-1-2300	HEALTH AND LIFE INSURANCE	\$21,245	\$80,363	\$20,439	\$39,214
001-23-519-1-2500	UNEMPLOYMENT COMP			\$2,113	
		-----	-----		-----
	TOTAL	\$262,220	\$434,843	\$276,847	\$393,681
	OPERATING				
001-23-519-3-3100	PROFESSIONAL SERVICES	\$525	\$15,000	\$5,653	\$15,600

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-23-519-3-3120	PRE-EMPLOYMENT EXPENSE	\$295	\$1,000	\$280	\$1,040
001-23-519-3-4020	SCHOOLING, CONFERENCE, ETC	\$1,012	\$5,000	\$341	\$5,200
001-23-519-3-4100	COMMUNICATIONS SERVICES	\$914	\$1,258	\$889	\$1,308
001-23-519-3-4400	RENTALS AND LEASES	\$281	\$1,500	\$482	\$1,560
001-23-519-3-4610	BUILDING MAINTENANCE	\$6,927	\$8,000	\$3,730	\$8,320
001-23-519-3-4620	EQUIPMENT MAINTENANCE	\$0	\$5,000	\$737	\$5,200
001-23-519-3-4630	VEHICLE MAINTENANCE	\$947	\$5,000	\$2,621	\$5,200
001-23-519-3-5000	FINES & FEES	\$0	\$0	\$0	\$0
001-23-519-3-5100	OFFICE SUPPLIES	\$715	\$1,000	\$219	\$1,040
001-23-519-3-5210	GAS AND LUBRICANTS	\$4,437	\$6,500	\$3,397	\$6,760
001-23-519-3-5250	SMALL TOOLS	\$4,476	\$6,000	\$4,204	\$6,240
001-23-519-3-5260	UNIFORMS	\$1,454	\$2,000	\$1,357	\$2,080
001-23-519-3-5280	OPERATING SUPPLIES	\$1,524	\$6,000	\$5,771	\$6,240
001-23-519-3-5400	MEMBR,SUBSCRIPT,DUES	\$0	\$2,000	\$0	\$2,080
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	TOTAL	\$23,507	\$65,258	\$29,680	\$67,868
	CAPITAL				
001-23-519-6-6400	CAPITAL OUTLAY	\$0	\$17,422	\$0	\$45,000
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	TOTAL	\$0	\$17,422	\$0	\$45,000
		-----	-----		-----
	TRANSFERS				
001-23-519-9-9104	REIMB FLEET MAINTENANCE	\$0	\$13,034	\$11,948	\$18,990
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	TOTAL	\$0	\$13,034	\$11,948	\$18,990
	DEBT				
001-23-517-7-7101	PRINCIPAL PUBLIC WORKS BLDG	\$0	\$6,638	\$0	\$12,788

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-23-517-7-7201	INTEREST PUBLIC WORKS BLDG	\$0	\$11,368	\$0	\$21,966
		-----	-----		-----
	TOTAL	\$0	\$18,006	\$0	\$34,754
		-----	-----		-----
PW - FACILITIES MAINTENANCE	DEPARTMENT	\$285,727	\$548,563	\$318,475	\$560,294
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	HUMAN RESOURCES				
	PERSONNEL				
001-25-513-1-1100	EXECUTIVE SALARIES	\$60,379	\$81,119	\$60,706	\$82,173
001-25-513-1-1200	SALARY	\$2,351	\$44,226	\$38,676	\$42,525
001-25-513-1-1210	ACCRUED SALARIES	\$618	\$0	\$0	\$0
001-25-513-1-1400	OVERTIME	\$988	\$0	\$874	\$0
001-25-513-1-2100	FICA TAX EXPENSE	\$4,733	\$9,589	\$7,393	\$9,539
001-25-513-1-2200	RETIREMENT EXPENSE	\$21,111	\$38,606	\$30,791	\$38,282
001-25-513-1-2300	HEALTH AND LIFE INSURANCE	\$6,615	\$14,087	\$12,718	\$15,413
		-----	-----		-----
	TOTAL	\$96,794	\$187,627	\$151,158	\$187,933
	OPERATING				
001-25-513-3-3100	PROFESSIONAL SERVICES	\$1,302	\$9,500	\$2,935	\$20,000
001-25-513-3-3120	PRE-EMPLOYMENT EXPENSE	\$205	\$200	\$0	\$208
001-25-513-3-4020	SCHOOLING, CONFERENCE, ETC	\$2,985	\$4,000	\$2,121	\$4,160
001-25-513-3-4100	COMMUNICATIONS SERVICES	\$510	\$492	\$952	\$512
001-25-513-3-4200	POSTAGE AND FREIGHT	\$201	\$200	\$79	\$208
001-25-513-3-4310	NATURAL GAS	\$0	\$0	\$141	\$0
001-25-513-3-4400	RENTALS AND LEASES	\$372	\$600	\$427	\$624
001-25-513-3-4700	PRINTING AND BINDING	\$395	\$492	\$647	\$512
001-25-513-3-4800	ADVERTISING	\$12,216	\$15,000	\$4,543	\$8,500

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-25-513-3-5000	FEES & FINES	\$113	\$125	\$312	\$130
001-25-513-3-5100	OFFICE SUPPLIES	\$240	\$1,000	\$363	\$1,040
001-25-513-3-5260	UNIFORMS	\$0	\$100	\$0	\$104
001-25-513-3-5280	OPERATING SUPPLIES	\$2,768	\$4,000	\$5,341	\$4,160
001-25-513-3-5288	EMPLOYEE RECOGNITION SUPPLIES	\$0	\$500	\$425	\$520
001-25-513-3-5400	MEMBR,SUBSCRIPT,DUES	\$309	\$500	\$599	\$520
001-25-513-3-5500	WELLNESS PROGRAM	\$14,214	\$12,000	\$11,892	\$12,480
		-----	-----		-----
	TOTAL	\$35,830	\$48,709	\$30,777	\$53,677
001-25-513-6-6400	CAPITAL			\$0	\$44,500
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$44,500
		-----	-----		-----
HUMAN RESOURCES	DEPARTMENT	\$132,624	\$236,336	\$181,935	\$286,110
		-----	-----		-----
	WATER TAXI				
	PERSONNEL				
		-----	-----		-----
	TOTAL	\$0	\$0		\$0
	OPERATING				
001-27-549-3-3100	PROFESSIONAL SERVICES	\$0	\$0	\$0	\$0
001-27-549-3-4500	LIABILITY INSURANCE	\$18,588	\$27,629	\$36,252	\$36,110
001-27-549-3-4610	TAXI TERMINAL BUILDING EXPENSE			\$1,581	
001-27-549-3-4630	RIVERBOAT MAINTENANCE	\$12,169	\$37,000	\$11,655	\$38,480
001-27-549-3-4680	STORM CLEANUP/REPAIR	\$1,421	\$0	\$0	\$0
001-27-549-3-5000	FINES & FEES	\$0	\$500	\$39	\$520

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-27-549-3-5280	RIVERBOAT OPERATING SUPPLIES	\$300	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$32,479	\$65,129	\$49,526	\$75,110
		-----	-----		-----
	CAPITAL				
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
		-----	-----		-----
WATER TAXI	DEPARTMENT	\$32,479	\$65,129	\$49,526	\$75,110
		-----	-----		-----
	COMMUNITY AFFAIRS - JENKINS GYM				
	PERSONNEL				
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
	OPERATING				
001-40-572-3-3100	PROFESSIONAL SERVICES	\$2,006	\$13,500	\$11,839	\$14,040
001-40-572-3-4100	COMMUNICATION SERVICES	\$0	\$500	\$413	\$650
001-40-572-3-4320	ELECTRICITY	\$14,151	\$20,000	\$12,008	\$20,800
001-40-572-3-4500	LIABILITY INSURANCE	\$0	\$9,600	\$8,627	\$12,547
001-40-572-3-4610	BUILDING MAINTENANCE	\$4,492	\$20,000	\$12,570	\$25,000
001-40-572-3-4650	GROUNDS MAINTENANCE	\$237	\$5,000	\$0	\$5,200
001-40-572-3-5230	JANITORIAL SUPPLIES	\$924	\$1,000	\$901	\$2,000
001-40-572-3-5280	OPERATING SUPPLIES	\$418	\$2,000	\$1,271	\$2,500
		-----	-----		-----
	TOTAL	\$22,228	\$71,600	\$47,629	\$82,737
001-40-572-6-6400	CAPITAL OUTLAY	\$0	\$0	\$0	\$15,000

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
		-----	-----		-----
	DEPARTMENT	\$22,228	\$71,600	\$47,629	\$97,737
		-----	-----		-----
JENKINS GYM	DEPARTMENT TOTAL	\$22,228	\$71,600	\$47,629	\$97,737
		-----	-----		-----
	LEGAL COUNSEL				
	PERSONNEL SERVICES				
001-04-514-1-1000	EXECUTIVE SALARIES	\$6,754	\$153,920	\$142,214	\$162,785
001-04-514-1-1210	LEGAL PAYROLL ACCRUAL	\$2,459	\$0	\$0	\$0
001-04-514-1-2100	FICA TAXES	\$63	\$11,775	\$10,714	\$12,453
001-04-514-1-2200	RETIREMENT-GENERAL	\$1,339	\$47,407	\$43,758	\$49,975
001-04-514-1-2300	HEALTH AND LIFE INSURANCE	\$0	\$30,784	\$5,947	\$7,951
		-----	-----		-----
	TOTAL	\$10,615	\$243,886	\$202,633	\$233,164
	OPERATING EXPENSES				
001-04-514-3-3100	PROFESSIONAL SERVICES	\$53,874	\$4,000	\$3,857	\$4,160
001-04-514-3-3110	FL BAR INTERN EXP	\$0	\$3,000	\$2,500	\$3,000
001-04-514-3-3120	PRE-EMPLOYMENT EXPENSE	\$227	\$0	\$0	\$0
001-04-514-3-4020	SCHOOLING/CONF-CITY ATTORNEY	\$1,973	\$5,000	\$3,567	\$5,200
001-04-514-3-4200	POSTAGE & FREIGHT OUTGOING	\$0	\$0	\$1	\$0
001-04-514-3-4510	LEGAL CLAIMS	\$0	\$0	\$0	\$0
001-04-514-3-5000	FINES & FEES	\$14	\$0	\$50	\$0
001-04-514-3-5260	UNIFORMS	\$19	\$200	\$0	\$208
001-04-514-3-5280	OPERATING SUPPLIES	\$4,257	\$1,000	\$255	\$1,040
001-04-514-3-5400	Membership, subscription, dues	\$5,576	\$5,500	\$4,567	\$5,720

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
		-----	-----		-----
	TOTAL	\$65,939	\$18,700	\$14,796	\$19,328
		-----	-----		-----
LEGAL COUNSEL	DEPARTMENT TOTAL	\$76,554	\$262,586	\$217,429	\$252,492
		-----	-----		-----
	OTHER GOVERNMENT SERVICES				
	PERSONNEL				
001-04-519-1-2400	WORKERS COMP	\$137,679	\$139,500	\$206,732	\$201,846
		-----	-----		-----
	TOTAL	\$137,679	\$139,500	\$206,732	\$201,846
	OPERATING EXPENSES				
001-04-519-3-2200	PRIOR YEAR PENSION ADJ	\$0	\$0	\$0	\$0
001-04-519-3-3100	PROFESSIONAL SERVIES	\$9,220	\$12,399	\$3,520	\$12,895
001-04-519-3-3120	SURPLUS EQUIPMENT AUCTION COST	\$2,623	\$0	\$0	\$0
001-04-519-3-3150	BLUE CRAB - ENTERTAINMENT EXP	\$0	\$0	\$0	\$0
001-04-519-3-3420	FIREWORKS - SPECIAL EVENTS	\$38,576	\$40,000	\$21,510	\$41,600
001-04-519-3-4320	ELECTRICTY	\$0	\$0	\$0	\$0
001-04-519-3-4500	LIABILITY INSURANCE	\$294,039	\$447,468	\$412,286	\$584,830
001-04-519-3-4510	INSURANCE CLAIMS REIMBURSABLE	-4,898.58	\$0	\$43,911	\$0
001-04-519-3-4511	HEALTH INS-CONTINGENT PREMIUM	\$0	\$0	\$0	\$0
001-04-519-3-4810	LEGAL ADVERTISING	\$0	\$1,000	\$0	\$1,040
001-04-519-3-4850	BLUE CRAB - PROMOTIONAL EXP	\$0	\$0	\$0	\$0
001-04-519-3-4920	PROPERTY TAX	\$181	\$0	\$7,670	\$0
001-04-519-3-4930	SPECIAL EVENTS	\$0	\$0	\$0	\$0
001-04-519-3-4951	BLUE CRAB EVENT 2023	\$67,286	\$52,601	\$52,777	\$75,000
001-04-519-3-9900	BAD DEBT EXPENSE	\$209	\$0	\$0	\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
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	TOTAL	\$407,235	\$553,468	\$541,675	\$715,365
	CAPITAL				
001-04-519-6-6110	BUILDING PURCHASE	\$0	\$0	\$0	\$0
001-04-519-6-6120	LAND PURCHASE	\$4,116	\$46,810	\$41,135	\$48,682
		-----	-----		-----
	TOTAL	\$4,116	\$46,810	\$41,135	\$48,682
	GRANTS & AIDS				
001-04-519-8-8210	CHAMBER OF COMMERCE	\$5,000	\$5,000	\$5,000	\$5,000
001-04-519-8-8220	DEO STRATEGIC REEVITALIZATION GRANT			\$0	\$40,000
001-04-519-8-8250	USDA RBDG Business incubator	\$0	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$5,000	\$5,000	\$5,000	\$45,000
		-----	-----		-----
	DEBT				
001-04-517-7-7101	PRINCIPAL-2020 ADMIN VEHICLE T	\$5,524	\$5,624	\$5,624	\$5,727
001-04-517-7-7201	INTEREST-2020 ADMIN VEHICLE TD	\$257	\$155	\$155	\$52
		-----	-----		-----
	TOTAL	\$5,781	\$5,779	\$5,780	\$5,779
		-----	-----		-----
OTHER GOVERNMENT	DEPARTMENT TOTAL	\$559,812	\$750,557	\$800,322	\$1,016,672
		-----	-----		-----
	PLANNING & ZONING DEPARTMENT				
	PERSONNEL SERVICES				
001-02-524-1-1100	EXECUTIVE SALARIES	\$85,305	\$91,101	\$86,504	\$105,105

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-02-524-1-1200	REGULAR SALARIES	\$74,152	\$109,686	\$87,766	\$139,139
001-02-524-1-1210	ACCRUED SALARIES	\$262	\$0	\$0	\$0
001-02-524-1-1400	OVERTIME	\$1,725	\$1,050	\$1,373	\$1,092
001-02-524-1-2100	FICA TAX EXPENSE	\$11,730	\$15,441	\$12,951	\$18,768
001-02-524-1-2200	RETIREMENT EXPENSE	\$51,110	\$61,842	\$46,545	\$75,318
001-02-524-1-2300	HEALTH AND LIFE INSURANCE	\$24,741	\$28,327	\$9,418	\$30,994
001-02-524-1-2500	UNEMPLOYMENT COMP	\$0	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$249,024	\$307,447	\$244,556	\$370,417
	OPERATING EXPENSES				
001-02-524-3-3100	PROFESSIONAL SERVICES	\$34,328	\$94,500	\$10,834	\$15,000
001-02-524-3-3120	PRE-EMPLOYMENT EXPENSE	\$453	\$350	\$299	\$364
001-02-524-3-4020	SCHOOLING, CONFERENCE, ETC	\$3,025	\$8,900	\$2,903	\$9,256
001-02-524-3-4100	COMMUNICATIONS SERVICES	\$457	\$629	\$563	\$654
001-02-524-3-4200	POSTAGE AND FREIGHT	\$1,940	\$1,500	\$815	\$1,560
001-02-524-3-4310	NATURAL GAS	\$0	\$0	\$744	\$1,600
001-02-524-3-4330	CREDIT CARD FEES	\$972	\$500	\$959	\$520
001-02-524-3-4400	RENTALS AND LEASES	\$1,870	\$4,500	\$4,269	\$4,680
001-02-524-3-4620	EQUIPMENT MAINTENANCE	\$128	\$1,500	\$0	\$1,560
001-02-524-3-4630	VEHICLE MAINTENANCE	\$270	\$750	\$10	\$780
001-02-524-3-4700	PRINTING AND BINDING	\$282	\$300	\$255	\$312
001-02-524-3-4810	LEGAL ADVERTISING	\$18,219	\$14,000	\$12,119	\$14,560
001-02-524-3-5000	FEES & FINES	\$21	\$50	\$7	\$52
001-02-524-3-5100	OFFICE SUPPLIES	\$2,167	\$1,500	\$1,043	\$1,560
001-02-524-3-5210	GAS AND LUBRICANTS	\$393	\$750	\$629	\$780
001-02-524-3-5260	UNIFORMS	\$0	\$300	\$349	\$312
001-02-524-3-5280	OPERATING SUPPLIES	\$834	\$5,500	\$4,540	\$5,720
001-02-524-3-5400	MEMBR,SUBSCRIPT,DUES	\$979	\$11,815	\$105	\$12,288

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
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	TOTAL	\$66,337	\$147,344	\$40,441	\$71,558
	CAPITAL OUTLAY				
001-02-524-6-6402	DEO Historic Preservation Gran	\$0	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
		-----	-----		-----
	GRANT				
001-02-524-8-6402	DEO COMMUNITY PLANNING			\$0	\$75,000
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$75,000
		-----	-----		-----
PLANNING & ZONING	DEPARTMENT TOTAL	\$315,361	\$454,791	\$284,997	\$516,974
		-----	-----		-----
	COMMUNITY AFFAIRS - RECREATION				
	PERSONNEL SERVICES				
001-06-572-1-1100	EXECUTIVE SALARIES	\$63,207	\$68,221	\$61,997	\$72,618
001-06-572-1-1200	REGULAR SALARIES	\$46,062	\$72,626	\$57,332	\$122,123
001-06-572-1-1210	ACCRUED SALARIES	-\$33	\$0	\$0	\$0
001-06-572-1-1400	OVERTIME	\$198	\$1,575	\$589	\$1,638
001-06-572-1-2100	FICA EXPENSE	\$7,532	\$10,895	\$8,458	\$15,023
001-06-572-1-2200	RETIREMENT EXPENSE	\$36,781	\$43,381	\$32,933	\$60,288
001-06-572-1-2300	HEALTH AND LIFE INSURANCE	\$42,767	\$44,612	\$41,841	\$48,813
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	TOTAL	\$196,515	\$241,310	\$203,151	\$320,504
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CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	OPERATING				
001-06-572-3-3100	PROFESSIONAL SERVICES	\$1,431	\$6,500	\$1,177	\$7,260
001-06-572-3-3120	PRE-EMPLOYMENT EXPENSE	\$0	\$1,000	\$360	\$500
001-06-572-3-4020	SCHOOLING/CONFERENCES	\$2,990	\$1,500	\$1,267	\$3,500
001-06-572-3-4100	COMMUNICATIONS SERVICES	\$2,678	\$2,412	\$1,188	\$2,508
001-06-572-3-4310	NATURAL GAS	\$1,459	\$1,700	\$353	\$1,768
001-06-572-3-4320	ELECTRICITY	\$5,785	\$3,000	\$888	\$3,120
001-06-572-3-4322	ELECTRICITY-FRED GREEN PARK	\$1,649	\$1,500	\$1,306	\$1,560
001-06-572-3-4325	ELECTRICITY-FORRESTER FIELD	\$340	\$500	\$286	\$520
001-06-572-3-4326	ELECTRICITY-SHAW BUCK RECREATI	\$416	\$500	\$259	\$520
001-06-572-3-4329	ELECTRICITY-BOOKER PARK	\$1,021	\$1,200	\$798	\$1,248
001-06-572-3-4330	CREDIT CARD FEES-REC	\$182	\$300	\$138	\$312
001-06-572-3-4400	RENTALS AND LEASES	\$392	\$800	\$400	\$832
001-06-572-3-4510	INSURANCE CLAIMS REIMBURSABLE	\$0	\$0	\$8,420	\$0
001-06-572-3-4610	BUILDING MAINTENANCE	\$1,888	\$10,000	\$1,574	\$2,500
001-06-572-3-4620	EQUIPMENT MAINTENANCE	\$0	\$1,000	\$0	\$1,040
001-06-572-3-4630	VEHICLE MAINTENANCE	\$3,458	\$2,000	\$1,677	\$2,080
001-06-572-3-4651	MAINTENANCE-FRED GREEN PARK	\$12,385	\$15,667	\$12,549	\$17,294
001-06-572-3-4653	MAINTENANCE-BOOKER PARK	\$12,910	\$15,667	\$13,086	\$17,294
001-06-572-3-4654	MAINTENANCE-FORRESTER FIELD	\$12,194	\$14,000	\$12,549	\$15,460
001-06-572-3-4655	MAINTENANCE-SHAW BUCK RECREATI	\$12,728	\$15,667	\$12,588	\$17,294
001-06-572-3-4700	PRINTING AND BINDING	\$1,506	\$500	\$1,178	\$1,500
001-06-572-3-5000	FEES & FINES	\$74	\$100	\$218	\$104
001-06-572-3-5100	OFFICE SUPPLIES	\$455	\$500	\$77	\$520
001-06-572-8-5200	LIBRA PHILANTHROPIES GRANT		\$15,000	\$0	\$4,250
001-06-572-3-5210	GAS AND LUBRICANTS	\$2,516	\$3,500	\$2,621	\$3,640
001-06-572-3-5230	JANITORIAL SUPPLIES	\$469	\$600	\$580	\$624
001-06-572-3-5260	UNIFORMS	\$100	\$500	\$144	\$520
001-06-572-3-5270	CHEMICALS & FERTILIZER	\$0	\$1,000	\$0	\$1,040

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-06-572-3-5280	OPERATING SUPPLIES	\$1,500	\$3,690	\$3,266	\$7,838
001-06-572-3-5281	PROGRAMS	\$8,453	\$10,000	\$7,678	\$10,400
	TOTAL	\$88,979	\$115,303	\$86,623	\$127,045
	CAPITAL OUTLAY				
001-06-572-6-6450	CAPITAL IMPROVEMENT	\$0	\$164,500	\$0	\$64,500
	TOTAL	\$0	\$164,500	\$0	\$64,500
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RECREATION	DEPARTMENT TOTAL	\$285,495	\$521,113	\$289,774	\$512,049
	POLICE DEPARTMENT				
	PERSONNEL SERVICES				
001-07-521-1-1100	EXECUTIVE SALARIES	\$370,508	\$421,910	\$364,924	\$420,147
001-07-521-1-1101	VOCA MATCH EXEC SALARIES	\$9,521	\$0	\$6,862	\$0
001-07-521-1-1200	REGULAR SALARIES	\$1,209,510	\$1,277,701	\$1,369,965	\$1,700,056
001-07-521-1-1210	ACCRUED SALARIES	-\$11,175	\$0	\$0	\$0
001-07-521-1-1220	CLERICAL SALARIES	\$180,761	\$265,609	\$191,425	\$274,839
001-07-521-1-1221	VOCA SALARIES	\$32,227	\$0	\$28,870	\$0
001-07-521-1-1300	OTHER SALARIES & WAGES	\$0	\$38,850	\$0	\$0
001-07-521-1-1400	OVERTIME	\$188,885	\$176,726	\$177,377	\$207,000
001-07-521-1-2100	FICA TAX EXPENSE	\$142,715	\$166,831	\$153,788	\$199,056
001-07-521-1-2101	FICA TAX VOCA EXPENSE	\$1,919	\$0	\$1,710	\$0
001-07-521-1-2102	FICA TAX VOCA MATCH EXPENSE	\$559	\$0	\$413	\$0
001-07-521-1-2200	RETIREMENT-CLERICAL BENEFIT	\$78,857	\$81,808	\$53,673	\$84,375
001-07-521-1-2201	PENSION-POLICE BENEFIT	\$377,329	\$339,000	\$348,026	\$451,477
001-07-521-1-2202	RETIREMENT-VOCA CLERICAL BENEF	\$10,831	\$0	\$8,761	\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-07-521-1-2203	RETIREMENT-VOCA MATCH BENEFIT	\$2,173	\$0	\$1,339	\$0
001-07-521-1-2300	HEALTH AND LIFE INSURANCE	\$398,478	\$490,480	\$423,990	\$539,255
001-07-521-1-2401	WORKERS COMP VOCA	\$50	\$0	\$34	\$0
001-07-521-1-2402	WORKERS COMP VOCA MATCH	\$312	\$0	\$187	\$0
001-07-521-1-2500	UNEMPLOYMENT COMP	\$0	\$0	\$0	\$0
001-07-521-1-2601	WORKERS COMP VOCA CONTRA	-\$50	\$0	-\$34	\$0
001-07-521-1-2602	WORKERS COMP VOCA MATCH CONTRA	-\$312	\$0	-\$187	\$0
		-----	-----		-----
	TOTAL	\$2,993,099	\$3,258,915	\$3,131,123	\$3,876,206
	OPERATING EXPENSES				
001-07-521-3-3100	PROFESSIONAL SERVICES	\$75,219	\$80,293	\$74,889	\$99,240
001-07-521-3-3120	PRE-EMPLOYMENT EXPENSE	\$5,850	\$4,000	\$4,563	\$4,000
001-07-521-3-3500	CONFIDENTIAL INFORMANTS - I&E	\$864	\$6,000	\$855	\$6,000
001-07-521-3-4020	SCHOOLING, CONFERENCE, ETC	\$15,059	\$23,100	\$23,016	\$15,800
001-07-521-3-4030	TRAINING & SCHOOLING	\$0	\$0	-\$45	\$0
001-07-521-3-4100	COMMUNICATIONS SERVICES	\$33,911	\$35,520	\$31,032	\$35,520
001-07-521-3-4200	OUTGOING POSTAGE/FREIGHT	\$1,215	\$1,450	\$685	\$1,450
001-07-521-3-4320	ELECTRICITY	\$13,364	\$11,500	\$11,046	\$11,500
001-07-521-3-4330	CREDIT CARD FEES	\$0	\$50	\$0	\$50
001-07-521-3-4380	ANIMAL CONTROL	\$0	\$3,000	\$146	\$3,000
001-07-521-3-4390	K-9 CARE	\$2,509	\$4,400	\$2,913	\$4,400
001-07-521-3-4400	RENTALS AND LEASES	\$5,134	\$6,200	\$4,818	\$6,200
001-07-521-3-4510	INSURANCE CLAIMS REIMBURSABLE	\$9,415	\$0	\$51,562	\$0
001-07-521-3-4610	BUILDING MAINTENANCE	\$9,618	\$30,000	\$14,170	\$20,000
001-07-521-3-4620	EQUIPMENT MAINTENANCE	\$3,503	\$8,230	\$8,197	\$8,230
001-07-521-3-4630	VEHICLE MAINTENANCE	\$46,756	\$50,000	\$45,349	\$58,000
001-07-521-3-4640	RADIO MAINTENANCE	\$0	\$2,000	\$0	\$2,000
001-07-521-3-4650	RANGE MAINTENANCE	\$1,058	\$1,000	\$833	\$1,000

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-07-521-3-4680	STORM CLEANUP/REPAIR	\$3,626	\$0	\$0	\$0
001-07-521-3-4700	PRINTING AND BINDING	\$3,468	\$2,100	\$2,943	\$2,100
001-07-521-3-4950	POLICE ATHLETIC LEAGUE	\$15,000	\$15,000	\$15,000	\$15,000
001-07-521-3-5000	FINES & FEES	\$294	\$0	\$110	\$0
001-07-521-3-5100	OFFICE SUPPLIES	\$1,372	\$1,500	\$1,019	\$1,500
001-07-521-3-5210	GAS AND LUBRICANTS	\$122,273	\$160,000	\$118,703	\$142,000
001-07-521-3-5230	JANITORIAL SUPPLIES	\$1,978	\$2,000	\$1,989	\$2,000
001-07-521-3-5260	UNIFORMS	\$14,610	\$19,050	\$14,919	\$19,050
001-07-521-3-5270	PUBLIC SAFETY SCHOLARSHIP POLI	\$0	\$10,000	\$0	\$20,000
001-07-521-3-5280	OPERATING SUPPLIES	\$33,104	\$28,100	\$25,434	\$43,400
001-07-521-3-5281	SPECIAL POLICE TRUST EXPENSE	\$25	\$10,000	\$5,649	\$10,000
001-07-521-3-5400	MEMBR,SUBSCRIPT,DUES	\$435	\$1,075	\$935	\$1,725
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	TOTAL	\$419,661	\$515,568	\$460,728	\$533,165
	CAPITAL OUTLAY				
001-07-521-6-6400	CAPITAL OUTLAY	\$34,387	\$186,766	\$185,249	\$110,000
001-07-521-6-6401	VEHICLE PURCHASES	\$0	\$580,755	\$474,507	\$353,985
001-07-521-6-6403	CITY MATCH FIREHOUSE SUBS PD	\$599	\$0	\$0	\$0
001-07-521-6-6421	FIREHOUSE SUBS - PD GRANT	\$12,737	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$47,723	\$767,521	\$659,757	\$463,985
	GRANTS & AIDS				
001-07-521-8-8320	BULLET PROOF GRANT-50% CITY	\$2,836	\$4,388	\$4,154	\$4,388
001-07-521-8-8370	BULLET PROOF GRANT	\$2,836	\$4,388	\$4,154	\$4,388
001-07-521-8-8516	Rural Violent Crime Reduction	\$0	\$15,000	\$15,000	\$0
001-07-521-8-8532	USDA Grant for Cars			\$0	\$250,000
001-07-521-8-8517	SAFE GRANT Equipment	\$0	\$42,000	\$29,340	\$10,000

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-07-521-8-8524	2020 JAG PUTNAM	\$0	\$0	\$0	\$0
001-07-521-8-8527	2020-JAGC-PUTN-6-5R-063	\$0	\$0	\$0	\$0
001-07-521-8-8528	2022 JAGC PUTN-3-3B-153	\$0	\$0	\$0	\$0
001-07-521-8-8529	2022 JAGD PUTN-2-4B-048	\$0	\$0	\$0	\$0
001-07-521-8-8530	2022 JAG C 8C107 Laptop Comput	\$24,020	\$0	\$0	\$0
001-07-521-8-8531	2023 JAGC	\$0	\$20,749	\$20,597	\$21,000
		-----	-----		-----
	TOTAL	\$29,692	\$86,525	\$73,246	\$289,776
	DEBT SERVICE			\$0	
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
	DEBT				
001-07-517-7-7101	PRINCIPAL-2019 BB&T POLICE VEH	\$55,257	\$57,070	\$57,070	\$0
001-07-517-7-7106	PRINCIPAL-2020 POLICE CARS TD	\$101,910	\$103,764	\$103,764	\$105,653
001-07-517-7-7107	LEASE-POLICE CARS	\$83,000	\$85,442	\$84,000	\$84,000
001-07-517-7-7108	PRINCIPAL 2024 POLICE CARS	\$0	\$56,600	\$40,878	\$96,867
001-07-517-7-7201	INTEREST-2019 BB&T POLICE VEHI	\$2,755	\$936	\$936	\$0
001-07-517-7-7206	INTEREST-2020 POLICE CARS TD e	\$4,739	\$2,867	\$2,867	\$961
001-07-517-7-7207	INTEREST-BB&T POL VEH 2021	\$3,357	\$2,405	\$2,405	\$2,448
001-07-517-7-7208	INTEREST - AMERIS LOAN #281 2024 POLICE ...	\$0	\$11,400	\$12,771	\$21,941
		-----	-----		-----
	TOTAL	\$251,018	\$320,484	\$304,691	\$311,870
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POLICE	DEPARTMENT TOTAL	\$3,741,193	\$4,949,013	\$4,629,545	\$5,475,002
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	COMMUNITY AFFAIRS - CODE ENFORCEMENT				

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	PERSONNEL SERVICES				
001-19-521-1-1200	REGULAR SALARIES	\$111,665	\$130,734	\$114,425	\$139,659
001-19-521-1-1210	ACCRUED SALARIES	\$783	\$0	\$0	\$0
001-19-521-1-1400	OVERTIME	\$1,169	\$1,260	\$1,365	\$1,310
001-19-521-1-2100	FICA TAX EXPENSE	\$8,408	\$10,098	\$8,495	\$10,784
001-19-521-1-2200	RETIREMENT EXPENSE	\$37,912	\$40,266	\$35,080	\$43,278
001-19-521-1-2300	HEALTH AND LIFE INSURANCE	\$21,374	\$50,655	\$29,318	\$55,425
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	TOTAL	\$181,313	\$233,013	\$188,683	\$250,456

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	OPERATING EXPENSES				
001-19-521-3-3100	PROFESSIONAL SERVICES	\$11,013	\$15,200	\$9,277	\$15,808
001-19-521-3-3110	Professional Services Orange D			\$1,795	
001-19-521-3-3120	PRE-EMPLOYMENT EXPENSE	\$158	\$200	\$247	\$208
001-19-521-3-4020	SCHOOLING, CONFERENCE, ETC.	\$1,471	\$2,000	\$1,499	\$4,000
001-19-521-3-4100	COMMUNICATIONS SERVICES	\$764	\$0	\$889	\$1,000
001-19-521-3-4200	POSTAGE AND FREIGHT	\$662	\$750	\$1,529	\$1,700
001-19-521-3-4400	RENTALS AND LEASES	\$83	\$1,000	\$142	\$1,040
001-19-521-3-4630	VEHICLE MAINTENANCE	\$80	\$2,000	\$429	\$2,080
001-19-521-3-4700	PRINTING AND BINDING	\$53	\$100	\$1,129	\$104
001-19-521-3-4810	LEGAL ADS	\$744	\$1,000	\$715	\$2,000
001-19-521-3-5000	FINES & FEES	\$73	\$60	\$15	\$62
001-19-521-3-5100	OFFICE SUPPLIES	\$251	\$400	\$84	\$416
001-19-521-3-5120	ABATEMENT, LOT CLEANUP & DEMOL	\$0	\$54,877	\$10,308	\$23,085
001-19-521-3-5210	GAS AND LUBRICANTS	\$466	\$900	\$443	\$936
001-19-521-3-5230	FILINGS AND MISC LEGAL FEES	\$700	\$1,200	\$2,379	\$13,248
001-19-521-3-5260	UNIFORMS	\$173	\$300	\$213	\$500
001-19-521-3-5280	OPERATING SUPPLIES	\$854	\$500	\$17	\$520
		-----	-----		-----
	TOTAL	\$17,544	\$80,487	\$31,110	\$66,707
	CAPITAL OUTLAY				
001-19-521-6-6450	CAPITAL IMPROVEMENT	\$0	\$5,000	\$0	\$0
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	TOTAL	\$0	\$5,000	\$0	\$0
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CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
CODE ENFORCEMEN	DEPARTMENT TOTAL	\$198,857	\$318,500	\$219,794	\$317,164
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	FIRE DEPARTMENT				
	PERSONNEL SERVICES				
001-08-522-1-1100	EXECUTIVE SALARIES	\$192,667	\$191,755	\$183,542	\$317,252
001-08-522-1-1200	REGULAR SALARIES	\$1,196,752	\$1,290,431	\$1,151,930	\$1,334,864
001-08-522-1-1210	ACCRUED SALARIES	-12,945.28	\$0	\$0	\$0
001-08-522-1-1220	CLERICAL SALARIES	\$32,974	\$36,130	\$35,243	\$76,575
001-08-522-1-1300	OTHER SALARIES & WAGES	\$0	\$0	\$23,844	\$0
001-08-522-1-1400	OVERTIME	\$220,651	\$147,000	\$158,076	\$150,000
001-08-522-1-2100	FICA TAX EXPENSE	\$120,827	\$127,397	\$113,775	\$143,720
001-08-522-1-2200	CLERICAL RETIREMENT	\$11,079	\$11,128	\$18,162	\$23,509
001-08-522-1-2201	FIRE PENSION	\$657,789	\$459,478	\$461,325	\$531,981
001-08-522-1-2300	HEALTH AND LIFE INSURANCE	\$264,415	\$345,353	\$252,798	\$291,982
		-----	-----		-----
	TOTAL	\$2,684,210	\$2,608,672	\$2,398,696	\$2,869,883
	OPERATING EXPENSES				
001-08-522-3-3100	PROFESSIONAL SERVICES	\$27,877	\$29,674	\$2,947	\$30,000
001-08-522-3-3120	PRE-EMPLOYMENT EXPENSE	\$7,088	\$10,000	\$6,174	\$15,000
001-08-522-3-3410	CONTRACTUAL SERVICES	\$0	\$4,000	\$2,350	\$9,500
001-08-522-3-3420	OTHER CONTRACTUAL SERVICES	\$326	\$0	\$0	\$0
001-08-522-3-4020	SCHOOLING, CONFERENCE, ETC	\$20,275	\$22,000	\$19,911	\$20,000
001-08-522-3-4100	COMMUNICATION SERVICES	\$12,989	\$15,000	\$11,395	\$15,000
001-08-522-3-4200	POSTAGE AND FREIGHT	\$0	\$300	\$103	\$500
001-08-522-3-4310	NATURAL GAS	\$1,669	\$2,500	\$1,361	\$2,800
001-08-522-3-4320	ELECTRICITY	\$17,382	\$14,000	\$14,167	\$18,000
001-08-522-3-4330	CREDIT CARD FEES	\$0	\$50	\$0	\$100

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-08-522-3-4400	RENTALS AND LEASES	\$1,421	\$2,500	\$1,102	\$2,500
001-08-522-3-4510	INSURANCE CLAIMS REIMBURSABLE	\$30,533	\$0	\$120,677	\$0
001-08-522-3-4610	BUILDING MAINTENANCE	\$21,922	\$25,000	\$16,004	\$30,000
001-08-522-3-4620	EQUIPMENT MAINTENANCE	\$16,879	\$16,000	\$14,836	\$15,000
001-08-522-3-4630	VEHICLE MAINTENANCE	\$55,907	\$75,000	\$76,382	\$80,000
001-08-522-3-4631	FIRE TRUCK RESTORATION	\$121	\$0	\$0	\$0
001-08-522-3-4640	RADIO MAINTENANCE	\$1,785	\$2,000	\$1,904	\$2,000
001-08-522-3-4680	STORM CLEANUP/REPAIR	\$2,942	\$1,000	\$0	\$1,000
001-08-522-3-4700	PRINTING AND BINDING	\$798	\$350	\$779	\$500
001-08-522-3-5000	FINES & FEES	\$113	\$300	\$300	\$300
001-08-522-3-5100	OFFICE SUPPLIES	\$1,653	\$2,000	\$1,538	\$2,000
001-08-522-3-5140	FIRE CODE ENFORCEMENT	\$6,956	\$8,000	\$7,582	\$8,000
001-08-522-3-5210	GAS AND LUBRICANTS	\$43,092	\$42,000	\$34,372	\$44,000
001-08-522-3-5230	JANITORIAL SUPPLIES	\$3,444	\$4,000	\$3,683	\$5,000
001-08-522-3-5250	SMALL TOOLS	\$5,475	\$10,000	\$9,482	\$10,000
001-08-522-3-5260	UNIFORMS	\$64,488	\$57,485	\$57,887	\$60,000
001-08-522-3-5270	PUBLIC SAFETY SCHOLARSHIP FIRE	\$2,285	\$20,000	\$7,339	\$20,000
001-08-522-3-5280	OPERATING SUPPLIES	\$33,106	\$22,900	\$24,545	\$25,000
001-08-522-3-5290	FIRE PUB ED EXPENSE	\$7,019	\$6,000	\$2,280	\$3,000
001-08-522-3-5400	MEMBR, SUBSCRIPT, DUES	\$3,924	\$3,000	\$2,319	\$3,000
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	TOTAL	\$391,469	\$395,059	\$441,418	\$422,200
	CAPITAL OUTLAY				
001-08-522-6-6400	CAPITAL OUTLAY	\$166,272	\$0	\$0	\$374,801
001-08-522-6-6421	FIREHOUSE SUBS - GRANT	\$0	\$39,025	\$0	\$0
001-08-522-6-6422	USAR Grant	\$23,963	\$24,000	\$0	\$0
001-08-522-6-6423	GLOBAL FIRE PREVENTION IPADS	\$3,864	\$0	\$0	\$0
001-08-522-6-6460	FIRE CAPITAL REPLACEMENT	\$0	\$25,000	\$19,517	\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-08-522-6-6470	CITY MATCH FIRE - DECONTAMINAT	\$4,860	\$5,171	\$5,171	\$0
001-08-522-6-6480	City Match DEM HMGP 4486-106-R	\$0	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$198,959	\$93,196	\$24,688	\$374,801
	CAPITAL				
001-08-572-6-6423	FIRE GRANT	\$0	\$132,000	\$0	\$0
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	TOTAL	\$0	\$132,000	\$0	\$0
	GRANT				
001-08-522-8-1000	FIRE GRANT - DECONTAMINATION	\$14,579	\$15,512	\$15,512	\$0
001-08-522-8-2300	AAA FIRE SAFETY GRANT	\$0	\$0	\$0	\$0
001-08-522-8-2400	Fed DEM HMGP 4486-106-R wind r	\$0	\$0	\$0	\$0
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	TOTAL	\$14,579	\$15,512	\$15,512	\$0
FIRE	DEPARTMENT TOTAL	\$3,289,217	\$3,244,439	\$2,880,313	\$3,666,884
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	PUBLIC WORKS - STREETS				
	PERSONNEL SERVICES				
001-09-541-1-1100	EXECUTIVE SALARIES	\$41,286	\$56,084	\$54,656	\$61,152

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-09-541-1-1200	REGULAR SALARIES	\$172,435	\$153,246	\$149,270	\$255,919
001-09-541-1-1210	ACCRUED SALARIES	\$96	\$0	\$0	\$0
001-09-541-1-1400	OVERTIME	\$11,257	\$21,000	\$12,396	\$21,840
001-09-541-1-2100	FICA TAX EXPENSE	\$16,547	\$17,620	\$16,127	\$25,927
001-09-541-1-2200	RETIREMENT EXPENSE	\$75,242	\$70,942	\$65,948	\$104,046
001-09-541-1-2300	HEALTH AND LIFE INSURANCE	\$31,494	\$94,413	\$33,053	\$50,816
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	TOTAL	\$348,356	\$413,305	\$331,451	\$519,699
	OPERATING EXPENSES				
001-09-541-3-3100	PROFESSIONAL SERVICES	\$35,896	\$58,000	\$53,262	\$65,000
001-09-541-3-3120	PRE-EMPLOYMENT EXPENSE	\$158	\$1,000	\$781	\$1,040
001-09-541-3-3430	TREE MAINTENANCE & PLANTING	\$0	\$5,000	\$0	\$5,200
001-09-541-3-3440	TREE REMOVAL	\$9,917	\$38,000	\$6,300	\$40,000
001-09-541-3-3460	RAILROAD SIGNAL MAINTENANCE	\$11,076	\$9,500	\$8,606	\$9,880
001-09-541-3-4020	SCHOOLING, CONFERENCE, ETC	\$3,800	\$6,000	\$1,459	\$6,240
001-09-541-3-4100	COMMUNICATIONS SERVICES	\$2,904	\$3,600	\$3,132	\$3,744
001-09-541-3-4320	ELECTRICITY	\$194,232	\$200,000	\$186,627	\$208,000
001-09-541-3-4400	RENTALS & LEASES	\$2,208	\$20,000	\$14,984	\$20,800
001-09-541-3-4510	INSURANCE CLAIMS REIMBURSABLE	\$8,174	\$0	\$0	\$0
001-09-541-3-4610	BUILDING MAINTENANCE	\$413	\$4,000	\$13	\$4,160
001-09-541-3-4620	EQUIPMENT MAINTENANCE	\$22,450	\$30,000	\$20,991	\$31,200
001-09-541-3-4630	VEHICLE MAINTENANCE	\$14,908	\$25,000	\$12,493	\$26,000
001-09-541-3-4660	TRAFFIC LIGHT REPAIR	\$26,894	\$42,235	\$27,219	\$76,242
001-09-541-3-4661	STREET LIGHT REPAIR	\$6,554	\$14,035	\$89	\$14,596
001-09-541-3-4662	STREET SIGNS	\$12,180	\$20,000	\$13,395	\$20,800
001-09-541-3-4670	STORMWATER MAINTENANCE	\$67,296	\$55,000	\$27,000	\$57,200
001-09-541-3-4680	STORM CLEANUP/REPAIR	\$204	\$0	\$0	\$0
001-09-541-3-5000	FINES & FEES	\$0	\$0	\$848	\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-09-541-3-5100	OFFICE SUPPLIES	\$1,147	\$1,000	\$938	\$1,040
001-09-541-3-5210	GAS AND LUBRICANTS	\$31,060	\$40,000	\$25,731	\$41,600
001-09-541-3-5230	JANITORIAL SUPPLIES	\$605	\$1,000	\$1,067	\$1,040
001-09-541-3-5250	SMALL TOOLS	\$1,133	\$10,000	\$9,453	\$10,400
001-09-541-3-5260	UNIFORMS	\$4,930	\$3,500	\$2,390	\$3,640
001-09-541-3-5270	CHEMICALS AND FERTILIZERS	\$726	\$5,000	\$1,374	\$5,200
001-09-541-3-5280	OPERATING SUPPLIES	\$13,753	\$20,000	\$19,006	\$20,800
001-09-541-3-5283	INMATE OPERATING SUPPLIES	\$7,690	\$10,000	\$5,283	\$10,400
001-09-541-3-5330	PAVING ROAD REPAIRS	\$9,642	\$85,000	\$82,306	\$79,154
001-09-541-3-5340	SIDEWALK REPAIRS	\$0	\$56,000	\$55,775	\$58,240
001-09-541-3-5400	Memberships, Subscriptions, Du	\$1,250	\$1,500	\$0	\$1,560
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	TOTAL	\$491,199	\$764,370	\$580,522	\$823,176
	CAPITAL OUTLAY				
001-09-541-6-6400	CAPITAL OUTLAY	\$21,165	\$42,846	\$0	\$45,000
001-09-541-6-6401	Vehicle purchase	\$0	\$185,723	\$173,167	\$0
001-09-541-6-6431	PAVING ROAD RENOVATIONS			\$0	\$885,525
001-09-541-6-6430	SIDEWALK RENOVATIONS	\$1,740	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$22,905	\$228,569	\$173,167	\$930,525
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	TRANSFERS				
001-09-541-9-9104	REIMB FLEET MAINTENANCE	\$0	\$13,034	\$11,948	\$18,990
	TOTAL	\$0	\$13,034	\$11,948	\$13,555
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	DEBT				

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-09-517-7-7132	PRINCIPAL-N TIF ROAD RECONSTR	\$11,500	\$11,918	\$11,918	\$12,352
001-09-517-7-7133	PRINCIPAL BUCKET TRUCK	\$0	\$29,429	\$16,349	\$38,742
001-09-517-7-7134	PRINCIPAL PUBLIC WORKS BLDG	\$0	\$6,638	\$0	\$12,788
001-09-517-7-7232	INTEREST-N TIF ROAD RECONSTR	\$7,813	\$8,983	\$7,394	\$6,541
001-09-517-7-7233	INTEREST BUCKET TRUCK	\$0	\$14,094	\$5,108	\$8,775
001-09-517-7-7234	INTEREST PUBLIC WORKS BLDG	\$0	\$11,368	\$0	\$21,902
	PRINCIPAL - ROAD PAVING LOAN				\$37,636
	INTEREST - ROAD PAVING LOAN				\$28,976
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	TOTAL	\$19,313	\$82,430	\$40,769	\$167,712
STREETS	DEPARTMENT TOTAL	\$881,773	\$1,501,708	\$1,137,857	\$2,454,668
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	PUBLIC WORKS - CEMETERY				
	PERSONNEL SERVICES				
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	TOTAL	\$0	\$0	\$0	\$0
	OPERATING EXPENSES				
001-14-569-3-3100	PROFESSIONAL SERVICES	\$14,342	\$10,550	\$4,985	\$10,972
001-14-569-3-3440	TREE REMOVAL	\$13,233	\$30,000	\$10,000	\$31,200
001-14-569-3-4100	COMMUNICATIONS SERVICES	\$2,292	\$2,300	\$1,980	\$2,385
001-14-569-3-4320	ELECTRICITY	\$4,763	\$4,000	\$3,808	\$4,160
001-14-569-3-4330	CREDIT CARD FEES	\$511	\$1,000	\$188	\$1,040
001-14-569-3-4610	BUILDING MAINTENANCE	\$390	\$10,000	\$710	\$10,400
001-14-569-3-4650	GROUPS MAINTENANCE	\$37,100	\$84,000	\$39,914	\$64,250
001-14-569-3-5000	FEES & FINES	\$32	\$0	\$0	\$0
001-14-569-3-5100	OFFICE SUPPLIES	\$184	\$1,000	\$365	\$1,040

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-14-569-3-5230	JANITORIAL SUPPLIES	\$0	\$500	\$197	\$520
001-14-569-3-5250	SMALL TOOLS	\$179	\$1,000	\$0	\$1,040
001-14-569-3-5270	CHEMICALS & FERTILIZER	\$0	\$5,000	\$0	\$5,200
001-14-569-3-5280	OPERATING SUPPLIES	\$2,869	\$3,000	\$236	\$3,120
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	TOTAL	\$75,895	\$152,350	\$62,383	\$135,327
	CAPITAL OUTLAY				
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	TOTAL	\$0	\$0	\$0	\$0
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CEMETERY	DEPARTMENT TOTAL	\$75,895	\$152,350	\$62,383	\$135,327
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	COMMUNITY AFFAIRS - CULTURAL ARTS SERVICES				
001-03-573-1-1200	REGULAR SALARIES	\$31,230	\$32,964	\$32,211	\$56,043
001-03-573-1-1210	ACCRUED SALARIES	\$6	\$0	\$0	\$0
001-03-573-1-1400	OVERTIME	\$2,204	\$1,575	\$3,324	\$1,638
001-03-573-1-2100	FICA TAX EXPENSE	\$2,347	\$2,642	\$2,580	\$4,413
001-03-573-1-2200	RETIREMENT EXPENSE	\$11,236	\$10,153	\$10,901	\$17,708
001-03-573-1-2300	HEALTH AND LIFE INSURANCE	\$13,142	\$21,929	\$13,296	\$15,532
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	TOTAL	\$60,165	\$69,263	\$62,312	\$95,334
001-03-573-3-3100	PROFESSIONAL SERVICES	\$11,538	\$4,769	\$635	\$4,960
001-03-573-3-3120	PRE-EMPLOYMENT EXPENSE	\$0	\$0	\$0	\$0
001-03-573-3-4020	SCHOOLING, CONFERENCE, ETC			\$0	\$1,500
001-03-573-3-4100	COMMUNICATION SERVICES	\$764	\$972	\$889	\$3,210
001-03-573-3-4400	RENTALS AND LEASES	\$233	\$900	\$399	\$936

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-03-573-3-4610	MAINTENANCE-BRONSON HOUSE	\$35,650	\$50,000	\$10,754	\$6,000
001-03-573-3-4611	MAINTENANCE-PUTNAM CO HIST SOC	\$0	\$2,500	\$217	\$2,600
001-03-573-3-4612	MAINTENANCE-ST JOHNS RIVER CEN	\$101,524	\$6,000	\$2,028	\$6,240
001-03-573-3-4613	MAINTENANCE-LARIMER ARTS CENTE	\$10,963	\$5,000	\$4,022	\$5,200
001-03-573-3-4614	MAINTENANCE-TILGHMAN HOUSE	\$758	\$400	\$279	\$416
001-03-573-3-4615	MAINTENANCE-DEPOT	\$1,992	\$5,000	\$1,708	\$16,200
001-03-573-3-4616	MAINTENANCE-WATERWORKS	\$4,915	\$5,000	\$2,100	\$5,200
001-03-573-3-4617	HAMMOCK HALL-MAINTENANCE	\$2,758	\$300	\$26	\$0
001-03-573-3-4618	MAINTENANCE-WILLARD COOPER BUI	\$844	\$7,000	\$0	\$5,000
001-03-573-3-4619	MAINTENANCE TERMINAL BUILDING	\$8,026	\$0	\$445	\$1,000
001-03-573-3-4800	ADVERTISING	\$0	\$500	\$0	\$520
001-03-573-3-4910	SPECIAL EVENT-ST JOHNS RIVER C	\$0	\$5,000	\$2,511	\$35,200
001-03-573-3-4911	FIELD TRIPS-ST JOHNS RIVER CEN	\$0	\$500	\$0	\$520
001-03-573-3-4912	River Center - grant expense	\$0	\$0	\$0	\$10,000
001-03-573-3-5000	FINES & FEES	\$131	\$100	\$0	\$104
001-03-573-3-5222	MERCHANDISE-ST JOHNS RIVER CEN	\$0	\$1,500	\$0	\$1,560
001-03-573-3-5230	JANITORIAL SUPPLIES	\$970	\$1,000	\$939	\$1,040
001-03-573-3-5260	UNIFORMS	\$135	\$200	\$90	\$208
001-03-573-3-5280	OPERATING-BRONSON HOUSE	\$12,482	\$9,000	\$8,029	\$9,360
001-03-573-3-5281	OPERATING-PUTNAM CO HIST SOCIE	\$0	\$500	\$0	\$520
001-03-573-3-5282	OPERATING-ST JOHNS RIVER CENTE	\$9,164	\$9,000	\$8,938	\$9,360
001-03-573-3-5283	OPERATING-LARIMER ARTS CENTER	\$275	\$500	\$0	\$520
001-03-573-3-5286	OPERATING-WATERWORKS	\$6,992	\$5,000	\$6,253	\$5,200
001-03-573-3-5289	OPERATING-TERMINAL BUILDING	\$1,701	\$2,000	\$1,911	\$2,080
001-03-573-3-5290	HOLIDAY EVENT - Jingle Jam	\$0	\$251	\$242	\$0
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	TOTAL	\$211,816	\$122,892	\$52,414	\$134,654
001-03-573-6-6400	CAPITAL OUTLAY			\$0	\$30,000

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
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	TOTAL	\$0	\$0	\$0	\$30,000
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CULTURAL ARTS	DEPARTMENT TOTAL	\$271,981	\$192,155	\$114,726	\$259,987
		-----	-----		-----
	PUBLIC WORKS - PARKS AND RECREATION				
	PERSONNEL SERVICES				
001-15-572-1-1200	REGULAR SALARIES	\$46,608	\$98,550	\$48,375	\$105,105
001-15-572-1-1210	ACCRUED SALARIES	-\$140	\$0	\$0	\$0
001-15-572-1-1400	OVERTIME	\$4,259	\$6,300	\$2,658	\$6,552
001-15-572-1-2100	FICA TAX EXPENSE	\$3,758	\$8,021	\$3,803	\$8,542
001-15-572-1-2200	RETIREMENT EXPENSE	\$17,091	\$30,354	\$15,624	\$34,279
001-15-572-1-2300	HEALTH AND LIFE INSURANCE	\$9,287	\$35,525	\$9,682	\$12,895
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	TOTAL	\$80,864	\$178,750	\$80,142	\$167,372
	OPERATING EXPENSES				
001-15-572-3-3100	PROFESSIONAL SERVICES	\$22,303	\$36,000	\$15,032	\$37,440
001-15-572-3-3120	PRE-EMPLOYMENT EXPENSE	\$313	\$1,000	\$299	\$1,040
001-15-572-3-3440	TREE REMOVAL	\$0	\$15,000	\$0	\$15,600
001-15-572-3-4020	TRAINING, SCHOOLING, ETC	\$992	\$3,000	\$820	\$3,120
001-15-572-3-4100	COMMUNICATIONS SERVICES	\$1,003	\$1,400	\$1,017	\$1,456
001-15-572-3-4310	NATURAL GAS	\$196	\$200	\$182	\$208
001-15-572-3-4321	DOWNTOWN/RIVERFRONT ELECTRICIT	\$11,116	\$10,000	\$9,413	\$10,400
001-15-572-3-4323	ELECTRICITY-HANK BRYAN PARK	\$326	\$5,000	\$282	\$5,200
001-15-572-3-4400	RENTALS AND LEASES	\$0	\$3,000	\$2,641	\$3,120
001-15-572-3-4510	INSURANCE CLAIMS REIMBURSABLE	\$8,750	\$0	\$0	\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-15-572-3-4610	BUILDING MAINTENANCE	\$483	\$1,500	\$11	\$1,560
001-15-572-3-4620	EQUIPMENT MAINTENANCE	\$3,369	\$10,000	\$1,792	\$10,400
001-15-572-3-4630	VEHICLE MAINTENANCE	\$3,033	\$5,000	\$4,292	\$5,200
001-15-572-3-4651	MAINTENANCE-FRED GREEN PARK	\$818	\$4,000	\$357	\$10,000
001-15-572-3-4652	MAINTENANCE-HANK BRYAN PARK	\$1,800	\$12,000	\$10,594	\$8,500
001-15-572-3-4653	MAINTENANCE-BOOKER PARK	\$249	\$6,000	\$5,554	\$10,000
001-15-572-3-4654	MAINTENANCE-FORRESTER FIELD	\$50	\$6,000	\$335	\$6,240
001-15-572-3-4655	MAINTENANCE-SHAW BUCK RECREATI	\$1,969	\$6,000	\$0	\$10,000
001-15-572-3-4656	MAINTENANCE-WESTOVER PARK	\$0	\$6,000	\$0	\$6,240
001-15-572-3-4657	MAINTENANCE-PLAYGROUND 12TH &	\$0	\$2,000	\$1,800	\$6,240
001-15-572-3-4658	MAINTENANCE - RIVERFRONT	\$17,667	\$50,000	\$44,714	\$73,000
001-15-572-3-4659	MAINTENANCE-EDGEMOORE & HUSSON	\$0	\$6,000	\$0	\$6,240
001-15-572-3-4662	DOWNTOWN MAINTENANCE & LIGHTIN	\$13,844	\$10,000	\$1,841	\$10,400
001-15-572-3-4663	MAINTENANCE-BIKE TRAIL	\$0	\$500	\$0	\$520
001-15-572-3-4680	STORM CLEANUP/REPAIR	\$3,283	\$0	\$0	\$0
001-15-572-3-5100	OFFICE SUPPLIES	\$2,695	\$1,000	\$543	\$1,040
001-15-572-3-5210	GAS AND LUBRICANTS	\$156	\$3,000	\$44	\$3,120
001-15-572-3-5230	JANITORIAL SUPPLIES	\$362	\$1,000	\$710	\$1,040
001-15-572-3-5250	SMALL TOOLS	\$4,096	\$9,825	\$518	\$10,218
001-15-572-3-5260	UNIFORMS	\$865	\$2,000	\$0	\$2,080
001-15-572-3-5270	CHEMICALS & FERTILIZER	\$455	\$5,000	\$0	\$5,200
001-15-572-3-5280	OPERATING SUPPLIES	\$7,871	\$10,000	\$9,647	\$10,400
001-15-572-3-5283	INMATE OPERATING SUPPLIES	\$1,132	\$3,000	\$2,973	\$3,120
001-15-572-3-5400	MEMBR,SUBSCRIPT,DUES	\$50	\$1,000	\$0	\$1,040
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	TOTAL	\$109,247	\$235,425	\$115,412	\$279,382
	CAPITAL OUTLAY				
001-15-572-6-6310	PARK IMPROVEMENT EXPENSE	\$14,830	\$129,000	\$110,801	\$110,000

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-15-572-6-6403	SPLASH PAD			\$0	\$375,000
001-15-572-6-6400	CAPITAL OUTLAY	\$0	\$13,994	\$0	\$50,000
001-15-572-6-6450	CAPITAL IMPROVEMENTS	\$0	\$26,500	\$20,791	\$27,560
		-----	-----	-----	-----
	TOTAL		\$169,494	\$131,592	\$562,560
	TRANSFERS				
001-15-572-9-9104	REIMB FLEET MAINTENCE	\$0	\$13,034	\$11,948	\$18,990
		-----	-----		-----
	TOTAL	\$14,830	\$13,034	\$11,948	\$18,990
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	DEBT				
001-15-517-7-7101	PRINCIPAL PUBLIC WORKS BLDG	\$0	\$6,638	\$0	\$12,788
001-15-517-7-7201	INTEREST OUBLIC WORKS BLDG	\$0	\$11,368	\$0	\$21,966
		-----	-----		-----
	TOTAL	\$0	\$18,006	\$0	\$34,754
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PARKS AND REC	DEPARTMENT TOTAL	\$204,941	\$614,709	\$339,093	\$1,063,059
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	COMMUNITY AFFAIRS - PRICE MARTIN CENTER				
	OPERATING EXPENSES				
001-26-579-3-4100	COMMUNICATIONS SERVICES	\$1,224	\$800	\$963	\$832
001-26-579-3-4310	NATURAL GAS	\$812	\$800	\$717	\$832
001-26-579-3-4320	ELECTRICITY	\$16,794	\$12,000	\$12,899	\$12,480
001-26-579-3-4610	BUILDING MAINTENANCE	\$2,437	\$10,000	\$3,870	\$10,400
001-26-579-3-4620	EQUIPMENT MAINTENANCE	\$2,616	\$3,000	\$1,407	\$3,120

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-26-579-3-4650	GROUNDS MAINTENANCE	\$0	\$500	\$0	\$520
001-26-579-3-4680	GROUNDS MTN	\$0	\$500	\$0	\$520
001-26-579-3-5230	JANITORIAL SUPPLIES	\$427	\$500	\$380	\$520
001-26-579-3-5280	OPERATING SUPPLIES	\$90	\$500	\$77	\$520
		-----	-----		-----
	TOTAL	\$24,400	\$28,600	\$20,313	\$29,744
001-26-579-6-6400	CAPITAL OUTLAY			\$0	\$30,000
		-----	-----	-----	-----
	TOTAL	\$0	\$0	\$0	\$30,000
		-----	-----		-----
	DEPARTMENT TOTAL	\$24,400	\$28,600	\$20,313	\$59,744
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PRICE MARTIN	DEPARTMENT TOTAL	\$24,400	\$57,200	\$20,313	\$59,744
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	TOTAL EXPENDITURES	\$11,936,279	\$16,525,631	\$13,604,066	\$19,636,083
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	TRANSFERS				
001-81-581-9-9130	TRANSFER TO TIF	\$0	\$346,243	\$0	\$0
001-81-581-9-9140	TRANSFER TO GOLF FUND	\$162,405	\$53,700	\$49,225	\$38,647
001-81-581-9-9141	TRANSFER TO GOLF FUND-DEBT	\$168,985	\$0	\$0	\$0
001-81-581-9-9150	TRANSFER TO BETTER PLACE FUND	\$0	\$307,470	\$0	\$186,202
001-81-581-9-9160	TRANSFER TO AIRPORT FUND	\$230,000	\$284,340	\$260,645	\$284,340
001-81-581-9-9180	TRANSFER TO ARPA	\$0	\$0	-\$4,881	\$0
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CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
TRANSFERS	DEPARTMENT TOTAL	\$561,390	\$991,753	\$304,989	\$509,189
	CONTINGENCIES				

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
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	DEPARTMENT TOTAL	\$0	\$0	\$0	\$0
	RESERVES				
001-83-581-9-9900	OPERATING CASH RESERVE	\$0	\$2,151,003	\$0	\$2,151,003
001-83-581-9-9901	EVIDENCE FUND RESERVE	\$0	\$7,282	\$0	\$7,282
001-83-581-9-9902	LOT DEMOLITION/CLEANUP RESERVE	\$0	\$22,075	\$0	\$22,075
001-83-581-9-9909	SPECIAL CEMETERY RESERVE	\$0	\$118,889	\$0	\$118,889
001-83-581-9-9910	SPECIAL POLICE RESERVE	\$0	\$61,271	\$0	\$61,271
001-83-581-9-9912	HAND GUN CLASSES RESERVE	\$0	\$7,637	\$0	\$7,637
001-83-581-9-9913	FIRE PUBLIC EDUCATION RESERVE	\$0	\$24,937	\$0	\$24,937
001-83-581-9-9919	RED LIGHT CAMERA REVENUE RESER	\$0	\$0	\$0	\$0
001-83-581-9-9921	LANDSCAPING CODE FEE RESERVE	\$0	\$61,663	\$0	\$61,663
001-83-581-9-9922	INSURANCE RESERVE BUDGET ACCOU	\$0	\$624,444	\$0	\$624,444
001-83-581-9-9923	PARKS BANK ACCT- DONATIONS	\$0	\$284	\$0	\$284
001-83-581-9-9924	POLICE I&E ACCOUNT	\$0	\$7,523	\$0	\$7,523
001-83-581-9-9925	FIRE CAPITAL REPLACEMENT RESER	\$0	\$88,000	\$0	\$88,000
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RESERVES	DEPARTMENT TOTAL	\$0	\$3,175,008	\$0	\$3,175,008
		-----	-----		-----
	TOTAL EXPENDITURES, TRANSFERS,				
GENERAL FUND	CONTINGENCIES & RESERVES	\$12,497,668	\$20,692,392	\$13,909,055	\$23,320,280
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CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
AIRPORT EXPENDITURES / BUDGET PREPARATION REPORT For Fiscal Year: 2024-2025					
	PERSONNEL SERVICES				
005-05-542-1-1100	EXECUTIVE SALARIES	\$88,169	\$92,186	\$86,406	\$101,010
005-05-542-1-1200	REGULAR SALARIES	\$114,991	\$177,162	\$136,045	\$173,750
005-05-542-1-1210	ACCRUED SALARIES	\$5,676	\$0	\$0	\$0
005-05-542-1-1300	OTHER SALARIES & WAGES	\$0	\$0	\$0	\$0
005-05-542-1-1400	OVERTIME	\$5,776	\$7,350	\$7,793	\$7,644
005-05-542-1-2100	FICA TAX EXPENSE	\$15,444	\$21,167	\$17,037	\$21,604
005-05-542-1-2200	RETIREMENT EXPENSE	\$56,169	\$82,959	\$53,302	\$86,698
005-05-542-1-2300	HEALTH AND LIFE INSURANCE	\$7,670	\$8,364	\$15,654	\$18,463
005-05-542-1-2400	WORKERS COMP	\$6,519	\$5,380	\$7,974	\$7,784
		-----	-----	-----	-----
	TOTAL	\$300,416	\$394,568	\$324,211	\$416,952
	OPERATING EXPENSES				
005-05-542-3-3100	PROFESSIONAL SERVICES	\$702	\$29,500	\$16,562	\$29,500
005-05-542-3-3120	PRE-EMPLOYMENT EXPENSE	\$448	\$1,000	\$150	\$1,000
005-05-542-3-3200	ACCOUNTING AND AUDITING	\$5,541	\$5,287	\$5,165	\$5,287
005-05-542-3-3600	PENSION EXPENSE - GENERAL	\$0	\$0	\$0	\$0
005-05-542-3-4020	SCHOOLING, CONFERENCE, ETC	\$1,450	\$5,000	\$926	\$5,000
005-05-542-3-4100	COMMUNICATIONS SERVICES	\$6,072	\$16,000	\$3,803	\$16,000
005-05-542-3-4200	POSTAGE AND FREIGHT	\$250	\$300	\$167	\$300
005-05-542-3-4310	NATURAL GAS	\$890	\$1,000	\$793	\$1,000
005-05-542-3-4315	UTILITIES-WATER	\$6,555	\$8,000	\$7,431	\$8,000
005-05-542-3-4320	ELECTRICITY	\$24,001	\$20,000	\$22,240	\$20,000
005-05-542-3-4330	CREDIT CARD FEES	\$14,851	\$30,000	\$35	\$30,000
005-05-542-3-4400	RENTALS AND LEASES	\$9,508	\$11,700	\$11,556	\$11,700
005-05-542-3-4500	LIABILITY INSURANCE	\$49,899	\$67,754	\$71,309	\$84,083

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
005-05-542-3-4510	INSURANCE CLAIMS REIMBURSABLE	\$94,495	\$0	\$0	\$0
005-05-542-3-4610	BUILDING MAINTENANCE	\$10,566	\$25,000	\$9,084	\$25,000
005-05-542-3-4615	HANGAR MAINTENANCE	\$7,640	\$30,000	\$4,171	\$30,000
005-05-542-3-4620	EQUIPMENT/FIELD MAINTENANCE	\$43,198	\$28,500	\$21,394	\$28,500
005-05-542-3-4630	VEHICLE MAINTENANCE	\$555	\$5,000	\$1,475	\$5,000
005-05-542-3-4650	GROUNDS LANDSCAPING	\$47,309	\$56,000	\$49,767	\$56,000
005-05-542-3-4680	STORM CLEANUP/REPAIR	\$98	\$0	\$0	\$0
005-05-542-3-4800	ADVERTISING	\$0	\$5,000	\$0	\$5,000
005-05-542-3-4810	LEGAL ADVERTISING	\$580	\$1,000	\$304	\$1,000
005-05-542-3-4900	FLY-IN EVENT-EXPENSES	\$0	\$20,000	\$0	\$20,000
005-05-542-3-5000	FEES & FINES	\$277	\$0	\$186	\$0
005-05-542-3-5100	OFFICE SUPPLIES	\$799	\$1,500	\$810	\$1,500
005-05-542-3-5170	100LL FUEL	\$446,453	\$532,500	\$283,738	\$491,684
005-05-542-3-5180	JET A FUEL	\$92,608	\$294,000	\$179,236	\$264,000
005-05-542-3-5210	GAS AND LUBRICANTS	\$1,234	\$2,500	\$1,915	\$2,500
005-05-542-3-5220	GENERAL MERCHANDISE	\$2,733	\$5,000	\$3,675	\$5,000
005-05-542-3-5230	JANITORIAL SUPPLIES	\$1,938	\$2,500	\$1,290	\$2,500
005-05-542-3-5260	UNIFORMS	\$396	\$500	\$0	\$500
005-05-542-3-5280	OPERATING SUPPLIES	\$6,777	\$6,000	\$2,308	\$6,000
005-05-542-3-5400	MEMBR,SUBSCRIPT,DUES	\$2,335	\$6,800	\$2,306	\$6,800
005-05-542-3-5900	DEPRECIATION	\$999,674	\$0	\$0	\$0
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	TOTAL	\$1,879,833	\$1,217,341	\$701,796	\$1,162,854

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	CAPITAL OUTLAY				
005-05-542-6-6305	FDOT T HANGAR G1383	\$0	\$0	\$0	\$0
005-05-542-6-6309	FDOT WEST TAXILANES & APRON ST	\$0	\$100,000	\$84,379	\$15,621
005-05-542-6-6346	FAA West Taxilanes & Apron Cit	\$0	\$16,779	\$0	\$0
005-05-542-6-6400	CAPITAL OUTLAY	\$0	\$0	\$0	\$0
005-05-542-6-6450	CAPITAL IMPROVEMENTS	\$0	\$22,920	\$0	\$9,452
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	TOTAL		\$139,699	\$84,379	\$25,073
	GRANT				
005-05-542-8-6303	FDOT Taxiway "E"CHO	\$0	\$21,510	\$6,852	\$14,660
005-05-542-8-6304	FAA TAXIWAY A REDI PHASE II WE	\$0	\$0	\$0	\$0
005-05-542-8-6307	FDOT FUEL TRUCK PTGA G2340	\$0	\$242,000	\$240,000	\$0
005-05-542-8-6308	FAA West Taxilanes & Apron Fed	\$0	\$755,061	\$738,673	\$17,000
005-05-542-8-6310	Fed FAA Taxiway "E"cho	\$0	\$193,590	\$61,665	\$131,925
005-05-542-8-6311	FDOT RWY 9 Obstruction Tree Re	\$0	\$575,000	\$38,161	\$539,479
005-05-542-8-6312	FDOT Wildlife Hazard Assessmen	\$0	\$25,000	\$16,400	\$8,600
005-05-542-8-6314	FDOT Bulk Hangar (W1-3) Apron	\$0	\$100,000	\$1,055	\$99,000
005-05-542-8-6315	FDOT RWY 9/27 EXT feasibility	\$0	\$100,000	\$0	\$100,000
005-05-542-8-6316	FDOT Access Control & Gate Imp	\$0	\$100,000	\$8,641	\$97,000
005-05-542-8-6317	AIRPORT FOT CORPORATE HANGAR	\$0	\$262,500	\$0	\$262,500
005-05-542-8-6318	FDOT Emergency Generators	\$0	\$250,000	\$6,017	\$248,000
005-05-542-8-6319	AIRPORT AGIS SURVEY & MAPPING	\$0	\$0	\$0	\$137,025
005-05-542-8-6320	AIRPORT AGIS SURVEY & MAPPING	\$0	\$0	\$0	\$15,225
005-05-542-8-6320	FDOT AIRPORT MASTER PLAN	\$0	\$0	\$0	\$285,000
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	TOTAL	\$2,180,248	\$2,624,661	\$1,117,464	\$1,955,414
	DEBT SERVICE				

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
005-05-517-7-7111	PRINCIPAL-SERIES 2013C TERMINA	\$0	\$0	\$0	\$0
005-05-517-7-7121	PRINCIPAL-SERIES 2013B T-HANGA	\$0	\$0	\$0	\$0
005-05-517-7-7140	PRINCIPAL-AIRPORT VEHICLE	\$0	\$5,395	\$5,395	\$5,493
005-05-517-7-7141	GENERAL FUND LOAN			\$0	\$50,000
005-05-517-7-7211	INTEREST-SERIES 2013C TERMINAL	\$1,575	\$0	\$0	\$0
005-05-517-7-7221	INTEREST-SERIES 2013B T-HANGAR	\$1,406	\$0	\$0	\$0
005-05-517-7-7240	INTEREST-AIRPORT VEHICLE	\$246	\$149	\$149	\$50
		-----	-----		-----
	TOTAL	\$3,228	\$5,544	\$5,544	\$55,543
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	TOTAL EXPENDITURES	\$2,183,477	\$4,381,813	\$2,233,394	\$3,615,836
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	TRANSFERS, CONT, RESERVES				
005-05-542-9-9100	REIMB GENERAL FUND-ADMIN EXP	\$110,056	\$164,918	\$151,175	\$177,268
005-05-542-9-9501	BAD DEBT EXPENSE	\$778	\$0	\$0	\$0
		-----	-----	-----	-----
	TOTAL	\$110,834	\$164,918	\$151,175	\$177,268
		-----	-----		-----
	TOTAL EXPENDITURES, TRANSFERS,				
AIRPORT FUND	CONTINGENCIES & RESERVES	\$2,294,311	\$4,546,731	\$2,384,569	\$3,793,104
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CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
WATER FUND EXPENDITURES / BUDGET PREPARATION REPORT For Fiscal Year: 2024-2025					
	PUBLIC WORKS - WATER PLANT				
	PERSONNEL SERVICES				
041-11-533-1-1100	EXECUTIVE SALARIES	\$65,740	\$130,320	\$11,004	\$121,486
041-11-533-1-1200	REGULAR SALARIES	\$312,145	\$380,096	\$309,511	\$279,553
041-11-533-1-1210	ACCRUED SALARIES	-5,467.46	\$0	\$0	\$0
041-11-533-1-1400	OVERTIME	\$40,578	\$47,250	\$55,341	\$49,140
041-11-533-1-2100	FICA TAX EXPENSE	\$29,361	\$42,661	\$27,767	\$34,439
041-11-533-1-2200	RETIREMENT EXPENSE	\$70,396	\$157,208	\$61,905	\$138,205
041-11-533-1-2300	HEALTH AND LIFE INSURANCE	\$122,319	\$158,484	\$67,811	\$135,777
		-----	-----	-----	-----
	TOTAL	\$635,072	\$916,019	\$533,339	\$758,600
	OPERATING EXPENSES				
041-11-533-3-3100	PROFESSIONAL SERVICES	\$47,781	\$119,063	\$90,840	\$62,400
041-11-533-3-3110	LAB/TESTING	\$9,949	\$25,000	\$6,125	\$30,000
041-11-533-3-3120	PRE-EMPLOYMENT EXPENSE	\$173	\$300	\$596	\$312
041-11-533-3-3600	PENSION EXPENSE - GENERAL	\$0	\$0	\$0	\$0
041-11-533-3-4020	SCHOOLING, CONFERENCE, ETC	\$5,495	\$7,000	\$2,753	\$8,000
041-11-533-3-4100	COMMUNICATIONS SERVICES	\$4,271	\$5,000	\$4,219	\$5,200
041-11-533-3-4200	POSTAGE AND FREIGHT	\$0	\$200	\$20	\$208
041-11-533-3-4320	ELECTRICITY	\$175,365	\$170,000	\$140,771	\$170,000
041-11-533-3-4400	RENTALS AND LEASES	\$408	\$1,000	\$427	\$1,040
041-11-533-3-4500	LIABILITY INSURANCE	\$731	\$1,000	\$784	\$1,307
041-11-533-3-4610	BUILDING MAINTENANCE	\$13,691	\$20,000	\$9,592	\$25,000
041-11-533-3-4620	EQUIPMENT MAINTENANCE	\$39,385	\$75,000	\$39,284	\$75,000
041-11-533-3-4630	VEHICLE MAINTENANCE	\$834	\$1,000	\$0	\$1,040

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
041-11-533-3-5000	FINES & FEES	\$536	\$500	\$372	\$520
041-11-533-3-5100	OFFICE SUPPLIES	\$945	\$1,200	\$136	\$1,500
041-11-533-3-5210	GAS AND LUBRICANTS	\$1,174	\$2,100	\$2,481	\$2,500
041-11-533-3-5230	JANITORIAL SUPPLIES	\$1,687	\$1,500	\$1,485	\$1,560
041-11-533-3-5250	SMALL TOOLS	\$1,913	\$2,000	\$1,027	\$4,000
041-11-533-3-5260	UNIFORMS	\$4,854	\$5,000	\$4,815	\$5,500
041-11-533-3-5270	CHEMICALS AND FERTILIZERS	\$129,741	\$125,000	\$78,496	\$250,000
041-11-533-3-5280	OPERATING SUPPLIES	\$7,566	\$15,000	\$6,958	\$15,600
041-11-533-3-5400	MEMBR,SUBSCRIPT,DUES	\$657	\$1,000	\$0	\$1,040
041-11-533-3-5900	DEPRECIATION	\$360,481	\$0	\$0	\$0
		-----	-----	-----	-----
	TOTAL	\$807,639	\$577,863	\$391,181	\$661,727
	CAPITAL OUTLAY				
041-11-533-6-6330	SRF DW54025 Carbon Filters	\$0	\$1,007,402	\$533,115	\$1,317,802
041-11-533-6-6380	WELL UPGRADES	\$33,273	\$50,000	\$0	\$55,000
041-11-533-6-6400	CAPITAL OUTLAY	\$0	\$466,677	\$75,817	\$500,000
041-11-533-6-6450	CAPITAL IMPROVEMENTS	\$0	\$0	\$0	\$0
		-----	-----	-----	-----
	TOTAL	\$33,273	\$1,524,079	\$608,932	\$1,872,802
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WATER PLANT	DEPARTMENT TOTAL	\$1,475,985	\$3,017,961	\$1,533,452	\$3,293,129
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CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	PUBLIC WORKS - SEWER/WASTEWATER PLANT (RECLAMATION)				
	PERSONNEL SERVICES				
041-12-535-1-1100	EXECUTIVE SALARIES	\$91,044	\$159,202	\$97,421	\$161,796
041-12-535-1-1200	REGULAR SALARIES	\$365,478	\$375,000	\$383,041	\$432,368
041-12-535-1-1210	ACCRUED SALARIES	-6,786.27	\$0	\$0	\$0
041-12-535-1-1220	CLERICAL SALARY	\$45,581	\$47,564	\$44,551	\$49,467
041-12-535-1-1400	OVERTIME	\$53,215	\$52,500	\$29,498	\$54,600
041-12-535-1-2100	FICA TAX EXPENSE	\$40,423	\$48,521	\$40,805	\$53,415
041-12-535-1-2200	RETIREMENT EXPENSE	\$177,495	\$179,184	\$152,809	\$197,594
041-12-535-1-2300	HEALTH AND LIFE INSURANCE	\$112,631	\$150,532	\$120,693	\$139,594
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	TOTAL	\$879,081	\$1,012,503	\$868,818	\$1,088,833
	OPERATING EXPENSES				
041-12-535-3-3100	PROFESSIONAL SERVICES	\$9,285	\$15,000	\$11,985	\$15,600
041-12-535-3-3110	LAB/TESTING	\$43,391	\$39,000	\$46,295	\$55,000
041-12-535-3-3120	PRE-EMPLOYMENT EXPENSE	\$1,169	\$1,500	\$160	\$1,560
041-12-535-3-3440	TREE REMOVAL	\$0	\$1,500	\$0	\$1,560
041-12-535-3-3460	RAILROAD CROSSING MAINTENANCE	\$226	\$650	\$232	\$676
041-12-535-3-4000	TRAVEL	\$0	\$1,200	\$645	\$1,248
041-12-535-3-4020	SCHOOLING, CONFERENCE, ETC	\$2,192	\$6,500	\$3,370	\$6,760
041-12-535-3-4100	COMMUNICATIONS SERVICES	\$8,637	\$9,900	\$8,495	\$10,296
041-12-535-3-4200	POSTAGE AND FREIGHT	\$500	\$1,100	\$280	\$1,144
041-12-535-3-4310	NATURAL GAS	\$7,358	\$6,000	\$4,714	\$6,240
041-12-535-3-4320	ELECTRICITY	\$249,200	\$245,000	\$224,993	\$250,000
041-12-535-3-4330	CREDIT CARD FEES	\$821	\$1,000	\$328	\$1,040
041-12-535-3-4400	RENTALS AND LEASES	\$41,807	\$45,000	\$38,248	\$46,800
041-12-535-3-4500	LIABILITY INSURANCE	\$731	\$1,100	\$784	\$1,438

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
041-12-535-3-4610	BUILDING MAINTENANCE	\$394	\$4,000	\$400	\$4,160
041-12-535-3-4620	EQUIPMENT MAINTENANCE	\$158,635	\$150,000	\$141,666	\$165,000
041-12-535-3-4630	VEHICLE MAINTENANCE	\$3,129	\$3,200	\$5,601	\$3,328
041-12-535-3-4680	STORM CLEANUP/REPAIR	\$10,795	\$0	\$0	\$0
041-12-535-3-4700	PRINTING AND BINDING	\$180	\$225	\$215	\$234
041-12-535-3-5000	FINES & FEES	\$107	\$0	\$26	\$0
041-12-535-3-5100	OFFICE SUPPLIES	\$804	\$1,100	\$774	\$1,144
041-12-535-3-5210	GAS AND LUBRICANTS	\$10,902	\$16,000	\$12,369	\$16,640
041-12-535-3-5230	JANITORIAL SUPPLIES	\$715	\$600	\$549	\$624
041-12-535-3-5250	SMALL TOOLS	\$2,701	\$6,500	\$3,195	\$6,760
041-12-535-3-5260	UNIFORMS	\$7,705	\$9,200	\$8,302	\$9,568
041-12-535-3-5270	CHEMICALS	\$72,752	\$87,000	\$59,230	\$90,480
041-12-535-3-5280	OPERATING SUPPLIES	\$9,322	\$15,000	\$11,704	\$15,600
041-12-535-3-5290	BIOSOLIDS DISPOSAL	\$81,893	\$54,000	\$80,362	\$56,160
041-12-535-3-5400	MEMBR,SUBSCRIPT,DUES	\$304	\$550	\$0	\$572
041-12-535-3-5900	DEPRECIATION	\$443,594	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$1,169,250	\$721,825	\$664,922	\$769,632
	CAPITAL OUTLAY				
041-12-535-6-6301	DEO Lift Station 16 Expansion	\$0	\$334,000	\$309	\$1,784,804
041-12-535-6-6357	FEMA HMGP 4283-66 LIFT STATION	\$0	\$6,552	\$0	\$0
041-12-535-6-6358	FDEM HMGP H0598 HISTORIC LIFT	\$0	\$0	\$0	\$0
041-12-535-6-6359	WWTP Biosolids LPR0004 FDEP	\$0	\$2,911,371	\$1,470,849	\$1,324,600
041-12-535-6-6371	CITY SHARE BENEFICIAL RECLAIME	\$0	\$0	\$0	\$0
041-12-535-6-6373	CITY SHARE FDEM HMGP H0598 HIS	\$0	\$0	\$0	\$0
041-12-535-6-6374	CDBG DRI HM005 CITY SHARE	\$0	\$0	\$0	\$0
041-12-535-6-6450	CAPITAL IMPROVEMENTS	\$4,039	\$590,358	\$253,867	\$1,159,000
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CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	TOTAL	\$4,039	\$3,842,281	\$1,725,025	\$4,268,404
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	GRANT				
041-12-535-8-6401	DEO Lift Station 16 Expansion	\$0	\$334,000	\$0	\$340,196
041-12-535-8-6402	FDEP Sand and Grit SG067	\$0	\$150,812	\$0	\$0
		-----	-----		-----
	TOTAL	\$0	\$484,812	\$0	\$340,196
SEWER/WASTEWATER	DEPARTMENT TOTAL	\$2,052,371	\$6,061,421	\$3,258,765	\$6,467,065
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	PUBLIC WORKS - WATER/SEWER DISTRIBUTION				
	PERSONNEL SERVICES				
041-13-536-1-1100	EXECUTIVE SALARIES	\$90,584	\$96,563	\$83,181	\$93,713
041-13-536-1-1200	REGULAR SALARIES	\$309,444	\$386,652	\$312,630	\$394,254
041-13-536-1-1210	ACCRUED SALARIES	-3,774.71	\$0	\$0	\$0
041-13-536-1-1220	CLERICAL SALARY	\$32,587	\$35,544	\$31,950	\$36,966
041-13-536-1-1400	OVERTIME	\$45,875	\$52,500	\$45,365	\$54,600
041-13-536-1-2100	FICA TAX EXPENSE	\$33,599	\$43,701	\$33,599	\$44,334
041-13-536-1-2200	RETIREMENT EXPENSE	\$137,286	\$159,778	\$125,088	\$177,916
041-13-536-1-2300	HEALTH AND LIFE INSURANCE	\$136,913	\$182,913	\$134,421	\$161,318
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	TOTAL	\$782,513	\$957,651	\$766,234	\$963,101
	OPERATING EXPENSES				
041-13-536-3-3100	PROFESSIONAL SERVICES	\$60,831	\$70,000	\$39,220	\$72,800
041-13-536-3-3120	PRE-EMPLOYMENT EXPENSE	\$630	\$1,000	\$247	\$1,040
041-13-536-3-4020	SCHOOLING, CONFERENCE, ETC	\$5,898	\$10,000	\$2,238	\$10,400

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
041-13-536-3-4100	COMMUNICATIONS SERVICES	\$6,218	\$7,600	\$6,944	\$7,904
041-13-536-3-4200	POSTAGE AND FREIGHT	\$0	\$100	\$0	\$104
041-13-536-3-4310	NATURAL GAS	\$521	\$500	\$373	\$520
041-13-536-3-4320	ELECTRICITY	\$2,796	\$2,600	\$2,136	\$2,704
041-13-536-3-4400	RENTALS AND LEASES	\$455	\$2,000	\$853	\$2,080
041-13-536-3-4510	INSURANCE CLAIMS REIMBURSABLE	\$0	\$0	\$0	\$0
041-13-536-3-4610	BUILDING MAINTENANCE	\$427	\$5,000	\$491	\$5,200
041-13-536-3-4620	EQUIPMENT MAINTENANCE	\$6,572	\$20,000	\$8,638	\$20,800
041-13-536-3-4630	VEHICLE MAINTENANCE	\$7,832	\$20,000	\$11,582	\$20,800
041-13-536-3-4680	STORM CLEANUP/REPAIR	\$0	\$0	\$0	\$0
041-13-536-3-4700	PRINTING AND BINDING	\$203	\$1,000	\$188	\$1,040
041-13-536-3-4900	LEGAL ADVERTISING	\$0	\$500	\$0	\$520
041-13-536-3-5100	OFFICE SUPPLIES	\$806	\$1,000	\$807	\$1,040
041-13-536-3-5210	GAS AND LUBRICANTS	\$27,186	\$40,000	\$23,064	\$41,600
041-13-536-3-5230	JANITORIAL SUPPLIES	\$559	\$2,000	\$1,284	\$2,080
041-13-536-3-5250	SMALL TOOLS	\$3,779	\$5,000	\$233	\$5,200
041-13-536-3-5260	UNIFORMS	\$3,172	\$4,000	\$2,778	\$4,160
041-13-536-3-5280	OPERATING SUPPLIES	\$6,112	\$20,000	\$10,600	\$20,800
041-13-536-3-5330	ROAD REPAIRS	\$34,072	\$47,000	\$68,542	\$60,000
041-13-536-3-5400	MEMBR,SUBSCRIPT,DUES	\$50	\$0	\$0	\$0
041-13-536-3-5900	DEPRECIATION	\$557,254	\$0	\$0	\$0
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	TOTAL	\$725,372	\$259,300	\$180,218	\$280,792
	CAPITAL OUTLAY				
041-13-536-6-6300	METERS AND METER REPAIR	\$241,384	\$30,035	\$29,607	\$31,236
041-13-536-6-6320	WASTEWATER MATERIALS	\$11,155	\$18,000	\$0	\$18,720
041-13-536-6-6330	PIPE AND FITTINGS	\$45,424	\$58,000	\$32,081	\$60,320
041-13-536-6-6340	CONCRETE, FILL	\$5,560	\$15,000	\$10,718	\$15,600

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
041-13-536-6-6371	CDBG N32 PALATKA HEIGHTS	\$0	\$0	\$0	\$0
041-13-536-6-6372	CDBG MIT SANITARY WASTEWATER R	\$288	\$192,356	\$2,500	\$382,000
041-13-536-6-6400	CAPITAL OUTLAY	\$0	\$156,547	\$123,816	\$62,800
041-13-536-6-6401	ROAD REPLACEMENT PROJECTS	\$0	\$0	\$0	\$0
041-13-536-6-6450	CAPITAL IMPROVEMENTS	\$7,107	\$493,134	\$479,459	\$326,246
041-13-536-6-6458	SRF 2019 DW54022 PALATKA HEIGH	\$0	\$1,819,356	\$927,885	\$593,000
041-13-536-6-6459	SJRWMD PHASE IV-VII DOWNTOWN	\$0	\$0	\$0	\$0
041-13-536-6-6462	POTABLE NORTHEAST CITY SHARE	\$2,450	\$0	\$0	\$0
041-13-536-6-6463	POTABLE NORTHWEST CITY SHARE	\$2,450	\$0	\$0	\$0
041-13-536-6-6464	SRF DW54022 Downtown Potable	\$0	\$0	\$0	\$0
041-13-536-6-6467	CITY MATCH DEO MADISON 5TH TO	\$0	\$146,356	\$1,163	\$146,400
041-13-536-6-6473	City Match DEO RIF St. Johns A	\$0	\$555,531	\$350,206	\$213,620
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	TOTAL	\$315,817	\$3,484,315	\$1,957,435	\$1,849,942
	GRANT				
041-13-536-8-6465	DEO RIF MOSELY TO RR	\$0	\$555,531	\$448,484	\$0
041-13-536-8-6466	FDEP LPA0354 Sewer Main and Ma	\$0	\$2,000,000	\$71,955	\$1,625,000
041-13-536-8-6467	Fed CDBG DEO Madison to 11th	\$0	\$750,000	\$1,326	\$748,674
041-13-536-8-6468	FDEP Potable Water state	\$0	\$3,500,000	\$0	\$2,100,000
041-13-536-8-6469	FDEP Sewer Lining state	\$0	\$1,000,000	\$0	\$1,000,000
041-13-536-8-6471	SJRWMD 35891 MADISON TO 11TH S	\$0	\$500,000	\$0	\$500,000
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	TOTAL	\$0	\$8,305,531	\$521,765	\$5,973,674
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	TRANSFERS				
041-13-536-9-9104	REIMB FLEET MAINTENCE	\$0	\$37,240	\$34,137	\$54,258
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	TOTAL	\$0	\$37,240	\$34,137	\$54,258

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
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	DEBT				
041-13-517-7-7100	PRINCIPAL PUBLIC WORKS BUILDIN	\$0	\$12,169	\$0	\$23,375
041-13-517-7-7200	INTEREST PUBLIC WORKS BLDG	\$0	\$20,841	\$0	\$40,151
	TOTAL	\$0	\$33,010		\$63,526
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WATER/SEWER DIST	DEPARTMENT	\$1,823,702	\$13,077,047	\$3,459,789	\$9,185,293
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	PUBLIC WORKS - WATER ADMINISTRATION				
	PERSONNEL SERVICES				
041-29-536-1-1100	EXECUTIVE SALARIES	\$24,856	\$0	\$0	\$0
041-29-536-1-1200	REGULAR SALARIES	\$63,777	\$177,639	\$40,831	\$173,744
041-29-536-1-1210	ACCRUED SALARIES	-1,465.17	\$0	\$0	\$0
041-29-536-1-1220	SALARIES CLERICAL	\$37,551	\$0	\$50,527	\$0
041-29-536-1-1300	OTHER SALARIES	\$55,566	\$0	\$57,518	\$0
041-29-536-1-1400	OVERTIME-WATER ADMIN	\$1,507	\$0	\$1,822	\$0
041-29-536-1-2100	FICA TAX EXPENSE	\$13,699	\$13,589	\$11,289	\$13,291
041-29-536-1-2200	RETIREMENT EXPENSE	\$54,211	\$54,713	\$46,090	\$53,339
041-29-536-1-2300	HEALTH AND LIFE INSURANCE	\$28,537	\$41,561	\$26,748	\$35,787
041-29-536-1-2400	WORKERS COMP	\$25,654	\$25,303	\$37,507	\$36,612
		-----	-----		-----
	TOTAL	\$303,892	\$312,805	\$272,332	\$312,774
	OPERATING EXPENSES				
041-29-536-3-3100	PROFESSIONAL SERVICES	\$31,211	\$30,000	\$21,640	\$47,631
041-29-536-3-3120	PRE-EMPLOYMENT EXPENSE	\$0	\$0	\$150	\$0
041-29-536-3-3200	ACCOUNTING AND AUDITING	\$43,399	\$30,738	\$30,016	\$30,738

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
041-29-536-3-4020	SCHOOLING, CONFERENCE, ETC	\$1,251	\$6,000	\$2,626	\$6,240
041-29-536-3-4100	COMMUNICATIONS SERVICES	\$723	\$1,000	\$1,104	\$1,040
041-29-536-3-4200	POSTAGE AND FREIGHT	\$135	\$100	\$0	\$104
041-29-536-3-4330	CREDIT CARD FEES	\$0	\$100	\$0	\$104
041-29-536-3-4400	RENTALS AND LEASES	\$159	\$500	\$273	\$520
041-29-536-3-4500	LIABILITY INSURANCE	\$152,955	\$249,676	\$221,937	\$346,321
041-29-536-3-4620	EQUIPMENT MAINTENANCE	\$15,463	\$45,000	\$0	\$46,800
041-29-536-3-4900	LEGAL ADVERTISING	\$0	\$0	\$0	\$0
041-29-536-3-5100	OFFICE SUPPLIES	\$62	\$200	\$164	\$208
041-29-536-3-5260	UNIFORMS	\$0	\$0	\$0	\$0
041-29-536-3-5280	OPERATING SUPPLIES	\$365	\$4,500	\$843	\$4,680
		-----	-----		-----
	TOTAL	\$245,723	\$367,814	\$278,753	\$484,386
	CAPITAL OUTLAY				
		-----	-----		-----
	TOTAL	\$0	\$0		\$0
	DEBT SERVICE				
041-29-517-7-7120	PRINCIPAL DW541901	\$0	\$245,133	\$140,872	\$284,953
041-29-517-7-7130	PRINCIPAL SERIES 2010A	\$0	\$229,200	\$229,200	\$233,113
041-29-517-7-7140	PRINCIPAL SRF 2108 DW54022	\$0	\$403,664	\$0	\$517,904
041-29-517-7-7160	PRINCIPAL WW 540230 SRF 2019	\$0	\$24,772	\$24,772	\$24,772
041-29-517-7-7170	WWTP PLANT IMPROV REPAYMENT	\$0	\$0	\$0	\$0
041-29-517-7-7180	PRINCIPAL DW54025 SRF Carbon F	\$0	\$174,634	\$0	\$174,634
041-29-517-7-7190	PRINCIPAL PUBLIC WORKS BLDG	\$0	\$3,644	\$0	\$6,887
041-29-517-7-7220	INTEREST-DW541901	\$46,154	\$39,820	\$144,081	\$11,850
041-29-517-7-7230	INTEREST-SERIES 2010A	\$144,923	\$138,785	\$138,776	\$132,465
041-29-517-7-7240	INTEREST-SRF 2108 LOAN DW54022	\$26,192	\$0	\$0	\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
041-29-517-7-7290	INTEREST PUBLIC WORKS BLDG	\$0	\$9,896	\$0	\$10,292
	TOTAL	\$217,269	\$1,269,548	\$677,701	\$1,396,870
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WATER ADMINISTRATION	DEPARTMENT TOTAL	\$766,883	\$1,950,167	\$1,228,786	\$2,194,030
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	TOTAL EXPENDITURES	\$2,590,585	\$15,027,214	\$9,480,792	\$11,379,323
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	TRANSFERS				
041-29-536-9-9100	UTILITY CAPITAL REPLACEMENT CO	\$0	\$923,869	\$0	\$895,798
041-29-536-9-9101	REIMB GENERAL FUND-ADMIN EXP	\$734,112	\$1,240,186	\$1,136,837	\$1,482,666
041-29-536-9-9103	REIMB GAS AUTHORITY	\$228,192	\$232,394	\$202,101	\$241,690
041-29-536-9-9110	TRANSFER TO GENERAL FUND-FRANC	\$420,890	\$506,217	\$464,032	\$526,466
041-29-536-9-9120	TRNF BETTER PLACE-PUBLIC WORKS	\$0	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$1,383,194	\$2,902,666	\$1,802,970	\$3,146,619
	CONTINGENCIES & RESERVES				
041-29-536-9-9901	CONTINGENCY/RESERVE	\$0	\$1,727,001	\$0	\$1,723,000
041-29-536-9-9903	WATER IMPACT FEE CONTINGENCY/R	\$0	\$0	\$0	\$0
041-29-536-9-9904	WASTEWATER IMPACT FEE CONTINGE	\$0	\$0	\$0	\$0
041-29-536-9-9905	FRUFC CAP PROJECTS CONTINGENCY	\$0	\$0	\$0	\$0
		-----	-----		-----
WATER ADMINISTRATION	TOTAL	\$0	\$1,727,001	\$0	\$1,723,000
		-----	-----		-----
	TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	\$7,502,134	\$28,736,263	\$11,283,762	\$26,009,136
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CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
GOLF COURSE EXPENDITURES / BUDGET PREPARATION REPORT For Fiscal Year: 2024-2025					
	MAINTENANCE				
	PERSONNEL SERVICES				
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	TOTAL	\$0	\$0		\$0
	OPERATING EXPENSES				
042-16-572-3-3440	TREE REMOVAL	\$8,800	\$7,500	\$2,400	\$7,800
042-16-572-3-4400	RENTAL AND LEASES	\$0	\$0	\$25,132	\$0
042-16-572-3-4410	OPERATING LEASES	\$0	\$12,500	\$0	\$13,000
042-16-572-3-4650	IRRIGATION SUPPLIES	\$4,960	\$7,500	\$4,996	\$7,800
042-16-572-3-5900	DEPRECIATION	\$71,712	\$0	\$0	\$0
042-16-572-3-5901	AMORTIZATION - GOLF LEASED EQU	\$15,708	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$101,179	\$27,500	\$32,528	\$28,600
	CAPITAL OUTLAY			\$0	
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
		-----	-----		-----
	DEPARTMENT TOTAL	\$101,179	\$27,500	\$32,528	\$0
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	CLUB HOUSE			\$0	
	PERSONNEL SERVICES			\$0	
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	OPERATING EXPENSES				\$0
042-24-572-3-3100	PROFESSIONAL SERVICES	\$0	\$0	\$250	\$0
042-24-572-3-3200	ACCOUNTING AND AUDITING	\$7,500	\$7,500	\$7,500	\$7,500
042-24-572-3-4100	COMMUNICATIONS SERVICES	\$1,612	\$3,500	\$1,207	\$3,640
042-24-572-3-4310	NATURAL GAS	\$0	\$3,000	\$0	\$3,120
042-24-572-3-4320	ELECTRICITY	\$25,420	\$25,000	\$18,418	\$26,000
042-24-572-3-4330	UTILITIES-WATER	\$0	\$0	\$0	\$0
042-24-572-3-4400	RENTALS AND LEASES	\$8,010	\$78,048	\$71,544	\$63,300
042-24-572-3-4500	LIABILITY INSURANCE	\$6,824	\$7,500	\$6,274	\$9,802
042-24-572-3-4510	INSURANCE CLAIMS REIMBURSABLE	\$0	\$0	\$0	\$0
042-24-572-3-4610	BUILDING MAINTENANCE	\$935	\$1,000	\$232	\$1,040
042-24-572-3-4630	CART MAINTENANCE	\$0	\$5,000	\$0	\$5,200
042-24-572-3-4680	STORM EXPENSE	\$9,415	\$0	\$0	\$0
042-24-572-3-5000	FINES & FEES	\$850	\$0	\$0	\$0
042-24-572-3-5280	OPERATING SUPPLIES	\$823	\$500	\$273	\$520
042-24-572-3-5400	MEMBR,SUBSCRIPT,DUES	\$400	\$639	\$0	\$665
042-24-572-3-5900	DEPRECIATION	\$24,717	\$0	\$0	\$0
042-24-572-3-5901	AMORTIZATION LEASED CARTS	\$43,902	\$0	\$0	\$0
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	TOTAL	\$130,408	\$131,687	\$105,698	\$120,787
	CAPITAL OUTLAY				
042-24-572-6-6450	CONTRACT CAPITAL IMPROVEMENTS	\$5,127	\$25,000	\$37,887	\$25,000
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	TOTAL	\$5,127	\$25,000	\$37,887	\$25,000

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	TRANSFER				
042-24-572-9-9100	REIMB GENERAL FUND-ADMIN EXP	\$365	\$215	\$197	\$191
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	TOTAL	\$365	\$215	\$197	\$191
	DEBT SERVICE				
042-24-517-7-7105	SERIES 2013A - PRINCIPAL	\$0	\$0	\$0	\$0
042-24-517-7-7205	SERIES 2013A - INTEREST	\$5,228	\$0	\$0	\$0
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	TOTAL	\$5,228	\$0	\$0	\$0
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	DEPARTMENT TOTAL	\$141,127	\$156,902	\$143,782	\$145,977
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	TOTAL EXPENDITURES	\$242,306	\$184,402	\$176,310	\$174,577
		-----	-----		-----
	TRFS, CONTINGENCIES, RESERVES			\$0	
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
		-----	-----		-----
	TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	\$242,306	\$184,402	\$176,310	\$174,577
GOLF FUND					
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CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
SANITATION FUND EXPENDITURES / BUDGET PREPARATION REPORT For Fiscal Year: 2024 -2025					
	PUBLIC WORKS - FLEET MAINTENANCE				
	PERSONNEL SERVICES				
043-28-534-1-1200	REGULAR SALARIES	\$100,280	\$100,056	\$135,946	\$153,534
043-28-534-1-1210	ACCRUED SALARIES	\$2,368	\$0	\$0	\$0
043-28-534-1-1400	OVERTIME	\$5,279	\$7,500	\$9,180	\$7,800
043-28-534-1-2100	FICA TAX EXPENSE	\$7,900	\$8,228	\$10,923	\$12,342
043-28-534-1-2200	RETIREMENT EXPENSE	\$35,619	\$30,817	\$44,611	\$49,530
043-28-534-1-2300	HEALTH AND LIFE INSURANCE	\$13,230	\$13,597	\$13,271	\$14,877
043-28-534-1-2500	UNEMPLOYMENT COMP	\$0	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$164,675	\$160,198	\$213,931	\$238,083
	OPERATING EXPENSES				
043-28-534-3-3100	PROFESSIONAL SERVICES	\$843	\$2,500	\$242	\$2,600
043-28-534-3-3120	PRE-EMPLOYMENT EXPENSE	\$0	\$180	\$150	\$187
043-28-534-3-3200	ACCOUNTING AND AUDITING	\$0	\$6,000	\$0	\$6,000
043-28-534-3-4020	SCHOOLING, CONFERENCE, ETC	\$400	\$0	\$0	\$0
043-28-534-3-4100	COMMUNICATIONS SERVICES	\$457	\$1,000	\$444	\$1,040
043-28-534-3-4320	ELECTRICITY	\$1,324	\$0	\$972	\$0
043-28-534-3-4510	INSURANCE CLAIMS REIMBURSABLE	\$0	\$0	\$0	\$0
043-28-534-3-4610	BUILDING MAINTENANCE	\$296	\$3,500	\$600	\$10,000
043-28-534-3-4620	EQUIPMENT MAINTENANCE	\$250	\$1,500	\$564	\$3,500
043-28-534-3-4630	VEHICLE MAINTENANCE	\$250	\$2,000	\$1,353	\$2,080

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
043-28-534-3-5100	OFFICE SUPPLIES	\$700	\$1,000	\$951	\$1,040
043-28-534-3-5230	JANITORIAL SUPPLIES	\$2,451	\$2,000	\$1,101	\$2,080
043-28-534-3-5250	SMALL TOOLS	\$1,816	\$2,500	\$2,475	\$2,600
043-28-534-3-5260	UNIFORMS	\$1,471	\$2,000	\$1,906	\$2,080
043-28-534-3-5280	OPERATING SUPPLIES	\$1,916	\$2,000	\$1,413	\$0
		-----	-----		-----
	TOTAL	\$12,174	\$26,180	\$12,171	\$33,207
		-----	-----		-----
FLEET MAINTENANCE	DEPARTMENT TOTAL	\$176,849	\$186,378	#REF!	\$271,290
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	PUBLIC WORKS - SANITATION				
	PERSONNEL SERVICES				
043-10-534-1-1100	EXECUTIVE SALARIES	\$110,696	\$117,835	\$99,959	\$116,361
043-10-534-1-1200	REGULAR SALARIES	\$411,420	\$613,312	\$473,152	\$625,911
043-10-534-1-1210	ACCRUED SALARIES	\$13,260	\$0	\$0	\$0
043-10-534-1-1400	OVERTIME	\$70,943	\$63,000	\$86,189	\$65,520
043-10-534-1-2100	FICA TAX EXPENSE	\$43,759	\$55,933	\$49,072	\$61,796
043-10-534-1-2200	RETIREMENT EXPENSE	\$174,619	\$225,193	\$165,841	\$247,992
043-10-534-1-2300	HEALTH AND LIFE INSURANCE	\$103,448	\$148,269	\$107,873	\$129,297
043-10-534-1-2400	WORKERS COMP	\$29,402	\$29,092	\$43,118	\$42,094
043-10-534-1-2500	UNEMPLOYMENT COMP	\$275	\$0	\$0	\$0
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	TOTAL	\$957,821	\$1,252,634	\$1,025,204	\$1,288,971

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	OPERATING EXPENSES				
043-10-534-3-3100	PROFESSIONAL SERVICES	\$121,121	\$124,320	\$105,082	\$130,000
043-10-534-3-3120	PRE-EMPLOYMENT EXPENSE	\$1,848	\$1,500	\$1,755	\$1,560
043-10-534-3-3200	ACCOUNTING AND AUDITING	\$4,937	\$4,884	\$4,768	\$4,884
043-10-534-3-3470	PUTNAM COUNTY TIPPING FEE	\$234,052	\$250,000	\$209,587	\$260,000
043-10-534-3-3600	PENSION EXPENSE - GENERAL	\$0	\$0	\$0	\$0
043-10-534-3-4020	SCHOOLING, CONFERENCE, ETC	\$140	\$6,000	\$1,096	\$6,240
043-10-534-3-4100	COMMUNICATIONS SERVICES	\$2,673	\$7,000	\$2,439	\$7,280
043-10-534-3-4200	POSTAGE AND FREIGHT	\$0	\$25	\$0	\$26
043-10-534-3-4310	NATURAL GAS	\$996	\$1,000	\$514	\$1,040
043-10-534-3-4320	ELECTRICITY	\$6,464	\$6,000	\$4,741	\$6,240
043-10-534-3-4400	RENTALS AND LEASES	\$2,601	\$4,000	\$2,749	\$26,000
043-10-534-3-4500	LIABILITY INSURANCE	\$43,042	\$70,237	\$61,954	\$91,798
043-10-534-3-4510	INSURANCE CLAIMS REIMBURSABLE	\$17,866	\$0	\$0	\$0
043-10-534-3-4610	BUILDING MAINTENANCE	\$5,752	\$3,000	\$706	\$15,600
043-10-534-3-4620	EQUIPMENT MAINTENANCE	\$405	\$1,500	\$4,377	\$1,560
043-10-534-3-4630	VEHICLE MAINTENANCE	\$159,476	\$217,000	\$200,767	\$221,257
043-10-534-3-4700	PRINTING AND BINDING	\$225	\$3,500	\$188	\$3,640
043-10-534-3-4800	ADVERTISEMENTS	\$0	\$1,000	\$0	\$10,400
043-10-534-3-5000	FEES & FINES	\$1,067	\$2,000	\$835	\$2,080
043-10-534-3-5100	OFFICE SUPPLIES	\$794	\$1,000	\$229	\$1,040
043-10-534-3-5210	GAS AND LUBRICANTS	\$159,306	\$150,000	\$148,631	\$156,000
043-10-534-3-5230	JANITORIAL SUPPLIES	\$944	\$1,000	\$1,081	\$1,040
043-10-534-3-5250	SMALL TOOLS	\$4,222	\$5,000	\$403	\$5,000
043-10-534-3-5260	UNIFORMS	\$7,796	\$9,000	\$6,636	\$9,360
043-10-534-3-5280	OPERATING SUPPLIES	\$13,101	\$12,000	\$8,491	\$12,480
043-10-534-3-5285	CUSTOMER REPAIRS	\$0	\$4,000	\$3,842	\$4,160

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
043-10-534-3-5290	GARBAGE CONTAINERS/DUMPSTERS	\$46,502	\$100,000	\$55,313	\$104,000
043-10-534-3-5400	MEMBR,SUBSCRIPT,DUES	\$50	\$0	\$0	\$0
043-10-534-3-5730	BAD DEBT EXP	\$32,611	\$0	\$0	\$0
043-10-534-3-5900	DEPRECIATION	\$268,603	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$1,136,592	\$984,966	\$826,184	\$1,082,685
	CAPITAL OUTLAY				
043-10-534-6-6400	CAPITAL OUTLAY	\$10,741	\$206,494	\$0	\$15,000
043-10-534-6-6401	VEHICLE PURCHASE	\$0	\$499,362	\$499,535	\$85,000
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	TOTAL	\$10,741	\$705,856	\$499,535	\$100,000
	DEBT SERVICE				
043-10-517-7-7100	PRINCIPAL-LOAN #281 SANITATION	\$0	\$146,896	\$44,054	\$104,394
043-10-517-7-7112	PRINCIPAL-2016 USBANCORP LEASE	\$0	\$34,900	\$27,866	\$36,296
043-10-517-7-7113	PRINCIPAL-BB&T CLAMSHELL-SERVI	\$0	\$36,427	\$36,386	\$37,884
043-10-517-7-7114	PRINCIPAL-FRONT LOADER	\$0	\$47,967	\$47,967	\$49,886
043-10-517-7-7115	PRINCIPAL PUBLIC WORKS BLDG	\$0	\$12,169	\$0	\$23,375
043-10-517-7-7200	INTEREST-LOAN #281 SANITATION	\$0	\$13,000	\$13,763	\$23,646
043-10-517-7-7211	INTEREST-2015 AMERIS LEASE FR	\$0	\$0	\$0	\$0
043-10-517-7-7212	INTEREST-2016 USBANCORP LEASE	\$1,246	\$900	\$251	\$936
043-10-517-7-7213	INTEREST-BB&T CLAMSHELL-SERVIC	\$2,128	\$975	\$971	\$1,014
043-10-517-7-7214	INTEREST-FRONT LOADER	\$2,191	\$1,325	\$1,325	\$1,378
043-10-517-7-7215	INTEREST PUBLIC WORKS BLDG	\$0	\$20,841	\$0	\$40,151
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	TOTAL	\$5,565	\$315,400	\$172,583	\$318,959

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
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SANITATION	DEPARTMENT TOTAL	\$2,110,719	\$3,258,856	\$2,523,506	\$2,790,615
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	TOTAL EXPENDITURES	\$2,287,568	\$3,445,234	#REF!	\$3,061,905
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	TRANSFERS				
043-10-534-9-9101	REIMB GENERAL FUND-ADMIN EXP	\$81,947	\$179,976	\$164,978	\$212,474
043-10-534-9-9110	TRANSFER TO GENERAL FUND-FRANC	\$143,658	\$156,718	\$143,658	\$160,110
043-10-534-9-9120	TRNF BETTER PLACE-PUBLIC WORKS	\$0	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$225,605	\$336,694	\$308,636	\$372,584
	CONTINGENCIES & RESERVES				
043-10-534-9-9900	CONTINGENCY/RESERVE	\$0	\$116,730	\$0	\$124,437
043-10-534-9-9901	CAPITAL REPLACEMENT CONTINGENC	\$0	\$430,764	\$0	\$447,995
		-----	-----		-----
	TOTAL	\$0	\$547,494	\$0	\$572,432
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	TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	\$2,513,174	\$4,329,422	#REF!	\$4,006,921
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CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
TIF EXPENDITURES / BUDGET PREPARATION REPORT For Fiscal Year: 2024-2025					
	DOWNTOWN				
	PERSONNEL				
030-30-580-1-1100	EXECUTIVE SALARIES			\$0	\$38,500
030-30-580-1-2100	FICA TAX EXPENSE			\$0	\$2,945
030-30-580-1-2200	RETIREMENT EXPENSE			\$0	\$11,820
030-30-580-1-2300	HEALTH AND LIFE INSURANCE			\$0	\$8,140
	TOTAL		\$0	\$0	\$61,405
	OPERATING				
030-30-580-3-3100	PROFESSIONAL SERVICES	\$0	\$104,012	\$6,950	\$25,000
030-30-580-3-3105	SMALL BUSINESS DEVELOPMENT CEN	\$12,000	\$12,000	\$12,000	\$25,000
030-30-580-3-3109	MAINTENANCE CONTRACT	\$4,950	\$35,000	\$4,050	\$35,000
030-30-580-3-3200	AUDIT EXPENSE	\$10,720	\$10,675	\$11,213	\$10,775
030-30-580-3-4803	MARKETING/PROMOTIONS/FESTIVAL	\$0	\$0	\$0	\$0
030-30-580-3-4805	FESTIVALS	\$0	\$0	\$0	\$0
030-30-580-3-5280	MISC EXPENSES	\$132	\$3,400	\$0	\$2,100
030-30-580-3-5401	FRA ANNUAL DUES, TRAINING & CO	\$644	\$4,000	\$841	\$5,000
030-30-580-3-5402	DEO ANNUAL DUES	\$123	\$175	\$130	\$175
030-30-580-6-6311	DOWNTOWN CHRISTMAS LIGHTS	\$20,768	\$25,000	\$23,713	\$30,000
030-30-580-6-6314	RECRUITMENT PROJECT	\$0	\$25,000	\$25,000	\$0
030-30-580-6-6316	WAYFINDING	\$4,134	\$15,000	\$0	\$3,000
030-30-580-6-6319	BUILDING IMPROVEMENT GRANT	\$10,142	\$121,000	\$5,376	\$150,000
030-30-580-6-6320	LANDSCAPING	\$3,646	\$40,000	\$2,857	\$10,000
030-30-580-6-6321	SITE AMENITIES	\$0	\$20,000	\$15,580	\$10,000
030-30-580-6-6328	PUBLIC ART	\$0	\$10,000	\$4,389	\$23,000

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
030-30-580-6-6329	PROPERTY AQUISITION	\$0	\$25,000	\$12,087	\$0
030-30-580-6-6330	PROPERTY ACQUISITION 308 N 11t	\$0	\$0	\$0	\$0
030-30-580-6-6331	PROPERTY ACQUISITION 302 N 11t	\$0	\$0	\$0	\$0
030-30-580-6-6400	CAPITAL OUTLAY	\$0	\$50,000	\$0	\$133,403
		-----	-----		-----
	OPERATING TOTAL	\$67,257	\$500,262	\$124,186	\$462,453
	TRANSFERS				
030-30-580-9-9103	REIMB GENERAL-FIREWORKS	\$0	\$0	\$0	\$0
030-30-580-9-9106	REIMB GENERAL-ADMIN EXP	\$13,214	\$28,112	\$25,769	\$76,744
030-30-580-9-9107	REIMB TO UTILITY FOR CRA ADMIN	\$12,531	\$0	\$0	\$0
030-30-580-9-9130	TRANSFER TO BETTER PLACE-CDBG	\$0	\$0	\$0	\$0
030-30-580-9-9132	TRANSFER TO UTILITY FUND-POTAB	\$0	\$89,565	\$0	\$93,148
030-30-580-9-9133	TRANSFER TO BETTER PLACE-TRANS	\$0	\$0	\$0	\$0
030-30-580-9-9134	TRANSFER TO BETTER PLACE - STR	\$0	\$867,831	\$0	\$825,004
		-----	-----		-----
	TOTAL TRANSFERS	\$25,745	\$985,508	\$25,769	\$994,896
	CONTINGENCIES & RESERVES				
030-30-580-9-9901	CONTINGENCY/RESERVE-DOWNTOWN	\$0	\$40,257	\$0	\$0
		-----	-----		-----
	TOTAL CONTINGENCIES & RESERVES	\$0	\$40,257	\$0	\$0
		-----	-----		-----
DOWNTOWN	DEPARTMENT TOTAL	\$93,002	\$1,526,027	\$149,955	\$1,518,754
	SOUTH HISTORIC				
	PERSONNEL				
030-31-580-1-1100	EXECUTIVE SALARIES			\$0	\$12,100

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
030-31-580-1-2100	FICA TAX EXPENSE			\$0	\$926
030-31-580-1-2200	RETIREMENT EXPENSE			\$0	\$3,715
030-31-580-1-2300	HEALTH AND LIFE INSURANCE			\$0	\$2,558
	TOTAL		\$0	\$0	\$19,298
	OPERATING				
030-31-580-3-3100	PROFESSIONAL SERVICES	\$0	\$17,016	\$0	\$7,700
030-31-580-3-3200	AUDIT EXPENSE	\$3,322	\$3,355	\$3,474	\$3,355
030-31-580-3-5280	MISC EXPENSES	\$0	\$867	\$0	\$650
030-31-580-3-5400	FRA ANNUAL DUES, TRAINING	\$148	\$3,500	\$184	\$1,500
030-31-580-3-5402	DEO ANNUAL DUES	\$39	\$110	\$30	\$110
030-31-580-6-6120	LAND PURCHASE	\$0	\$30,000	\$27,193	\$0
030-31-580-6-6329	BUILDING IMPROVEMENT GRANT	\$0	\$65,000	\$79	\$160,734
030-31-580-6-6333	SIGNAGE	\$0	\$3,000	\$0	\$1,000
030-31-580-6-6337	SITE AMENITIES	\$0	\$3,000	\$0	\$1,000
030-31-580-6-6338	RESIDENTIAL REHAB	\$0	\$0	\$0	\$0
030-31-580-6-6339	RIVER STREET IMPROVEMENTS	\$0	\$0	\$0	\$0
030-31-580-6-6341	LANDSCAPING	\$0	\$4,000	\$0	\$3,000
030-31-580-6-6342	FESTIVALS	\$1,488	\$0	\$0	\$0
030-31-580-6-6343	CAPITAL OUTLAY	\$49,045	\$60,733	\$0	\$109,865
030-31-580-6-6344	324 RIVER ST REPAIRS TILLMAN H	\$0	\$121,193	\$0	\$155,378
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	OPERATING TOTAL	\$54,041	\$311,774	\$30,960	\$444,292

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	TRANSFERS				
030-31-580-9-9101	TRANSFER TO BETTER PLACE-SOUTH	\$0	\$0	\$0	\$0
030-31-580-9-9102	TRANSFER TO UTILITY- SOUTH POT	\$0	\$27,000	\$0	\$28,080
030-31-580-9-9105	REIMB GENERAL	\$4,334	\$8,501	\$7,793	\$26,167
030-31-580-9-9107	REIMB TO UTILITY FOR CRA ADMIN	\$3,665	\$0	\$0	\$0
		-----	-----		-----
	TOTAL TRANSFERS	\$7,999	\$35,501	\$7,793	\$54,247
	CONTINGENCIES & RESERVES				
030-31-580-9-9901	CONTINGENCY/RESERVE - SOUTH	\$0	\$91,193	\$0	\$0
		-----	-----		-----
	CONTINGENCIES & RESERVES	\$0	\$91,193	\$0	\$0
		-----	-----		-----
SOUTH HISTORIC	DEPARTMENT TOTAL	\$62,040	\$438,468	\$38,753	\$517,836
	NORTH HISTORIC				
	PERSONNEL				
030-32-580-1-1100	EXECUTIVE SALARIES			\$0	\$4,400
030-32-580-1-2100	FICA TAX EXPENSE			\$0	\$337
030-32-580-1-2200	RETIREMENT EXPENSE			\$0	\$1,351
030-32-580-1-2300	HEALTH AND LIFE INSURANCE			\$0	\$930
	TOTAL		\$0	\$0	\$7,017
	OPERATING				
030-32-580-3-3100	PROFESSIONAL SERVICES	\$0	\$8,815	\$0	\$2,600

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
030-32-580-3-3200	AUDIT EXPENSE	\$1,208	\$1,220	\$1,263	\$1,220
030-32-580-3-5280	MISC EXPENSES	\$0	\$983	\$0	\$250
030-32-580-3-5400	FRA ANNUAL DUES, TRAINING	\$78	\$1,984	\$27	\$500
030-32-580-3-5402	DEO ANNUAL DUES	\$14	\$16	\$16	\$16
030-32-580-6-6319	BUILDING IMPROVEMENT GRANT	\$5,066	\$50,000	\$120	\$83,661
030-32-580-6-6320	NORTH HISTORIC EXPENSE	\$0	\$0	\$0	\$0
030-32-580-6-6322	GENERAL CAPITAL IMPROVEMENTS	\$49,775	\$50,000	\$30,117	\$49,280
030-32-580-6-6323	SITE AMENITIES	\$0	\$0	\$0	\$0
		-----	-----		-----
	OPERATING TOTAL	\$56,141	\$113,018	\$31,543	\$137,527
	TRANSFERS				
030-32-580-9-9105	REIMB GENERAL-ADMIN EXP	\$1,883	\$5,981	\$5,483	\$7,693
030-32-580-9-9107	REIMB TO UTILITY FOR CRA ADMIN	\$1,433	\$0	\$0	\$0
		-----	-----		-----
	TOTAL TRANSFERS	\$3,316	\$5,981	\$5,483	\$7,693

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	CONTINGENCIES & RESERVES				
030-32-580-9-9901	CONTINGENCY/RESERVE - NORTH	\$0	\$7,148	\$0	\$0
		-----	-----		-----
	TOTAL CONTINGENCIES & RESERVES	\$0	\$7,148	\$0	\$0
		-----	-----		-----
NORTH HISTORIC	DEPARTMENT TOTAL	\$59,456	\$126,147	\$37,026	\$152,237
		-----	-----		-----
	TOTAL EXPENDITURES	\$214,498	\$2,090,642	\$225,734	\$2,188,828
		-----	-----		-----
	TOTAL EXPENDITURES, TRANSFERS,				
TIF FUND	CONTINGENCIES & RESERVES	\$214,498	\$2,090,642	\$225,734	\$2,188,828
		-----	-----		-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
ARPA FUND EXPENDITURES / BUDGET PREPARATION REPORT For Fiscal Year: 2024 -20255					
	AMERICAN RESCUE PLAN ACT				
	CAPITAL OUTLAY				
300-61-559-8-1200	OTHER PUBLIC HEALTH SERVICES	\$0	\$50,000	\$0	\$50,000
300-61-559-8-1500	PERSONAL PROTECTIVE EQUIPMENT	\$0	\$0	\$0	
300-62-559-8-2200	HOUSEHOLD ASSISTANCE UTILITY A	\$0	\$194,700	\$194,822	\$0
300-62-559-8-2300	UTILITY AID ADMIN EXP - AZCARA	\$0	\$21,800	\$21,800	\$0
300-62-559-8-2301	UTILITY AID AZCARATE SUPPLIES	\$0	\$1,500	\$1,428	\$0
300-62-559-8-2900	SMALL BUSINESS ECONOMIC IMPACT	\$0	\$100,000	\$0	\$100,000
300-63-559-8-3110	HOUSING SUPPORT SERVICES FOR U	\$0	\$50,000	\$0	\$50,000
300-63-559-8-3120	HOUSING SUPPORT OTHER HOUSING	\$0	\$490,243	\$128	\$490,115
300-63-559-8-3300	EDUCATION ASSISTANCE ACADEMIC	\$0	\$0	\$16,000	
300-63-559-8-3400	EDUCATION ASSIST SOCIAL EMOT M	\$0	\$100,000	\$0	\$100,000
300-63-559-8-3500	EDUCATION ASSISTANCE OTHER	\$0	\$40,000	\$0	\$24,000
300-65-559-8-1700	BROADBAND OTHER PROJECTS	\$0	\$0	\$0	

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
300-65-559-8-5100	DW TREATMENT GAC Filters	\$867,716	\$278,181	\$21,244	\$256,967
300-65-559-8-5110	DW TRANSMISS/DISTRIBUT Palm to	\$1,006,230	\$14,562	\$0	\$14,562
300-65-559-8-5120	GIS St Johns Downtown Potable	\$39,353	\$0	\$0	
300-65-559-8-5130	GIS CDBG N32 Palatka Heights	\$14,389	\$21,585	\$17,987	\$3,597
300-66-559-8-6100	PROVISION OF GOVT SERVICES	\$0	\$25,000	\$0	\$25,000
300-66-559-8-6101	RADIOS 800 MHZ - ARPA	\$580,968	\$109,820	\$68,013	\$41,757
300-66-559-8-6102	VACANT PROPERTY PURCHASES	\$0	\$225,000	\$0	\$225,000
300-66-559-8-6103	ROAD MAINTENANCE	\$0	\$250,000	\$84,538	\$165,463
		-----	-----		-----
	TOTAL	\$2,508,656	\$1,972,391	\$425,960	\$1,546,460
	TOTAL EXPENDITURES, TRANSFERS,				
ARPA FUND	CONTINGENCIES & RESERVES	\$2,508,656	\$1,972,391	\$425,960	\$1,546,460

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
BETTER PLACE EXPENDITURES / BUDGET PREPARATION REPORT Fiscal Year: 2024 -2025					
	BETTER PLACE PLAN				
	OPERATING EXPENSES				
101-18-519-3-3100	PROFESSIONAL SERVICES	\$1,700	\$20,000	\$0	\$0
101-18-519-3-3103	GRANT APPLICATION FEES	\$712	\$40,000	\$5,000	\$0
101-18-519-3-5000	FINES & FEES	\$50	\$0	\$0	\$0
		-----	-----		-----
	TOTAL	\$2,462	\$60,000	\$5,000	\$0
	CAPITAL OUTLAY				
101-18-519-6-6310	SIDEWALKS	\$19,390	\$39,000	\$0	\$100,000
101-18-519-6-6330	PUBLIC WORKS BUILDING	\$68,338	\$3,000,000	\$1,415,739	\$1,398,941
101-18-519-6-6340	LWCF BOOKER PARK PROJECT CITY	\$155,190	\$0	\$0	\$0
101-18-519-6-6341	SJRWMD STORMWATER SOUTH PHASE	\$0	\$0	\$0	\$0
101-18-519-6-6390	CITY DOCK IMPROVEMENTS	\$76,134	\$0	\$0	\$0
101-18-519-6-6400	STORMWATER	\$0	\$151,476	\$0	\$150,000
101-18-519-6-6420	CAPITAL PROJECTS	\$0	\$0	\$0	\$0
101-18-519-6-6441	511 ST JOHNS AVE	-8,000.00	\$0	\$0	\$0
101-18-519-6-6454	BANDSTAND HOMETOWN LOWES IMPRO	\$0	\$0	\$0	\$0
101-18-519-6-6455	RESURFACING & STRIPING	\$283,250	\$785,604	\$91,378	\$1,400,000
101-18-519-6-6457	HANK BRYAN PARK RESTROOM	\$0	\$105,000	\$0	\$73,000
101-18-519-6-6459	PRICE MARTIN IMPROVEMENTS	\$0	\$25,000	\$0	\$25,000
101-18-519-6-6462	CITY SHARE CDBG DRI S14TH STOR	\$112,742	\$0	\$0	\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
101-18-519-6-6463	FDOT MSCOP ST JOHNS AVE	\$0	\$0	\$0	\$0
101-18-519-6-6465	BOARDWALK IMPROVEMENTS	\$84,555	\$0	\$0	\$0
101-18-519-6-6467	CITY SHARE DOWNTOWN STREETSCAPE	\$523,762	\$500,000	\$257,525	\$909,717
101-18-519-6-6478	FPL REID STREET MEDIAN 1 BRIDGE TO SR 19	\$0	\$0	\$0	\$570,277
101-18-519-6-6468	PALATKA TRANSPORT HUB PERMEABL	\$0	\$0	\$0	\$0
101-18-519-6-6469	ROTARY FOR LOWES HOMETOWN PROJ	\$0	\$0	\$0	\$0
101-18-519-6-6471	DONATION EXP LOWES HOMETOWN PR	\$0	\$0	\$0	\$0
101-18-519-6-6472	HMGP Kay Larkin FD CITY MATCH	\$0	\$12,570	\$0	\$31,962
101-18-519-6-6473	DOS AACH JENKINS CITY MATCH	\$370	\$499,626	\$19,562	\$482,000
101-18-519-6-6474	City Match Hank Bryan Park	\$9,215	\$0	\$0	\$0
101-18-519-6-6475	City Match Fed DOT SS4A	\$0	\$55,916	\$101	\$241,000
101-18-519-6-6476	City Match CDBG MIT IRMA IR042	\$0	\$30,000	\$0	\$30,000
101-18-519-6-6477	City Match Bronson House			\$0	\$137,634
		-----	-----		-----
	TOTAL	\$1,324,947	\$5,204,192	\$1,784,305	\$5,549,531
	DEBT SERVICE				
101-18-517-7-7104	PRINCIPAL-SUTPHEN FIRE TRUCK S	\$0	\$0	\$0	\$0
101-18-517-7-7106	PUBLIC WORKS BUILDING	\$0	\$0	\$0	\$0
101-18-517-7-7108	PRINCIPAL-PUMPER FIRE TRUCKS	\$67,444	\$69,724	\$69,724	\$79,833
101-18-517-7-7204	INTEREST-SUTPHEN FIRE TRUCK SU	\$0	\$0	\$0	\$0
101-18-517-7-7208	INTEREST-PUMPER FIRE TRUCKS	\$15,960	\$13,622	\$13,622	\$14,167
		-----	-----		-----
	TOTAL	\$83,404	\$83,346	\$83,346	\$94,000
	GRANT MATCHES				
101-18-519-8-6210	PRICE MARTIN RETROFIT SHELTER	\$573	\$584,685	\$126,053	\$1,026,315

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
101-18-519-8-6300	LOWES HOMETOWN GRANT	\$0	\$0	\$0	\$0
101-18-519-8-6326	CDBG DRI HM005 S14th STORMWATE	\$1,065,229	\$0	\$0	\$0
101-18-519-8-6327	CDBG MIT IRMA IR042	\$0	\$543,585	\$121,432	\$994,048
101-18-519-8-6359	LWCF BOOKER PARK PROJECT GRANT	\$14,119	\$0	\$0	\$0
101-18-519-8-6361	ST.JOHNS AVENUE APPROPRIATION	\$1,302,816	\$0	\$0	\$0
101-18-519-8-6362	FDEP 319 SOUTH STORM	\$0	\$0	\$0	\$0
101-18-519-8-6363	FRDAP A1075 Grant for Hank Bry	\$34,846	\$0	\$0	\$0
101-18-519-8-6364	DOS AACH JENKINS GRANT	\$64,649	\$329,270	\$149,347	\$156,338
101-18-519-8-8909	CDBG CARES COVID SIDEWALKS	\$179,210	\$2,402,347	\$47,943	\$2,000,000
101-18-519-8-8923	DERELICT VESSEL REMOVAL	\$9,410	\$0	\$0	\$0
101-18-519-8-8931	SJRWMD PERMEABLE PAVEMENT	\$0	\$0	\$0	\$0
101-18-519-8-8934	HMGP Kay Larkin FD	\$0	\$113,887	\$0	\$287,655
101-18-519-8-8935	USDA RBDG SIDEWALK IMPRVMNT	\$0	\$150,000	\$150,000	\$0
101-18-519-8-8936	SJRWMD STREETSCAPES	\$399,054	\$0	\$0	\$0
101-18-519-8-8937	DOT SAFE STREETS 4 ALL	\$0	\$480,000	\$0	\$480,000
101-18-519-8-8938	Fed RAISE GRANT	\$0	\$300,000	\$130	\$1,500,000
101-18-519-8-8939	FDEP POTABLE APPROPRIATION 202			\$0	
101-18-519-8-8940	DEO Affordable Housing state	\$0	\$1,000,000	\$0	\$950,000
101-18-519-8-8942	Patrol Cars Appropriation			\$0	\$250,000
101-18-519-8-8943	DHR Bronson House			\$0	\$367,900
101-18-519-8-8944	Shaw Buck Park Improvements			\$0	\$50,000
101-18-519-8-8945	Palm Bowl Park Improvements (Triangle Bowl)			\$0	\$50,000
101-18-519-8-8941	FDOT Downtown Streetscapes Pha	\$0	\$1,500,000	\$384,674	\$1,056,313
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	TOTAL	\$3,069,906	\$7,403,774	\$979,579	\$9,168,569

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	TRANSFERS				
101-18-519-9-9100	TRANSFER TO GENERAL FUND	\$0	\$129,000	\$3,358	\$134,160
		-----	-----		-----
	TOTAL	\$0	\$129,000	\$3,358	\$134,160
		-----	-----		-----
	DEPARTMENT TOTAL	\$4,480,719	\$12,880,312	\$2,855,588	\$14,946,260
		-----	-----		-----
		-----	-----		-----
	TOTAL EXPENDITURES	\$4,480,719	\$12,880,312	\$2,855,588	\$14,946,260
	TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	\$4,480,719	\$12,880,312	#REF!	\$14,946,260
BETTER PLACE					

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/12/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
CITYWIDE REVENUES AND EXPENDITURES / BUDGET PREPARATION REPORT					
TOTAL EXPENSES	CONTINGENCIES & RESERVES	\$34,292,957	\$75,432,555	\$37,344,222	\$75,985,566
TOTAL REVENUES		\$35,823,706	\$75,432,555	\$37,289,077	\$75,985,566
EXPENSES IN EXCESS OF REVENUES -BALANCED			\$0		\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
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GENERAL FUND REVENUES / BUDGET PREPARATION REPORT / 100.00 % Yr Complete For Fiscal Year: 2025 / 9

311 PROPERTY TAXES					
001-00-311-0-0100	CURRENT AD VALOREM TAXES	\$3,203,540	\$3,834,206	\$4,233,748	\$4,562,899
001-00-311-0-0200	DELINQUENT AD VALOREM TAXES	\$15,515	\$14,280	\$12,000	\$12,480
		-----	-----	-----	-----
	TOTAL	\$3,219,055	\$3,848,486	\$4,245,748	\$4,575,379
LOCAL OPTION, USE & FUEL TAXES					
001-00-312-4-1000	LOCAL OPTION GAS TAX	\$348,880	\$271,621	\$353,679	\$325,945
001-00-312-4-2000	2010 LOCAL GAS TAX	\$246,097	\$185,906	\$234,248	\$223,087
		-----	-----	-----	-----
	TOTAL	\$594,977	\$457,527	\$587,927	\$549,032
UTILITY SERVICES TAXES					
001-00-314-1-0000	UTILITY TAX ELECTRIC	\$1,025,507	\$883,076	\$892,500	\$1,055,536
001-00-314-3-0000	UTILITY TAX WATER	\$284,746	\$255,600	\$231,000	\$291,384
001-00-314-4-0000	UTILITY TAX GAS	\$91,144	\$96,002	\$100,000	\$109,442
001-00-314-7-0000	UTILITY TAX FUEL OIL	\$100	\$122	\$0	\$0
001-00-314-8-0000	UTILITY TAX PROPANE	\$2,484	\$2,808	\$2,000	\$1,000
		-----	-----	-----	-----
	TOTAL	\$1,403,982	\$1,237,608	\$1,225,500	\$1,457,362
COMMUNICATION SERVICE TAXES					
001-00-315-0-1000	TELE COMMUNICATION SERVICE TAX	\$357,090	\$314,791	\$338,915	\$386,723
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	TOTAL	\$357,090	\$314,791	\$338,915	\$386,723
LICENSES/PERMITS					
001-00-316-0-1000	OCCUPATIONAL BUSINESS TAX	\$104,083	\$26,048	\$45,110	\$46,914
001-00-322-0-2000	BUILDING PERMITS	\$15,759	\$1,100	\$20,000	\$20,800
001-00-322-0-2100	BUILDING & ZONING REVENUES	\$48,322	\$53,329	\$47,338	\$49,232
001-00-322-0-2200	ZONING SWPPP FEES COLLECTED	\$0	\$4,950	\$0	\$0
		-----	-----	-----	-----
	TOTAL	\$168,163	\$85,427	\$112,448	\$116,946
FRANCHISE FEES					
001-00-323-1-0000	FRANCHISE FEES ELECTRIC	\$920,770	\$799,379	\$900,000	\$936,000

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
001-00-323-4-1000	FRANCHISE FEE - GAS AUTHORITY	\$240,856	\$185,166	\$250,000	\$260,000
001-00-324-1-1010	IMPACT FEES - POLICE				\$88,819
001-00-324-1-2010	IMPACT FEES- FIRE				\$151,861
001-00-324-3-1010	IMPACT FEES - TRANSPORTATION				\$185,049
001-00-324-6-1010	IMPACT FEES - PARK RECREATION				\$319,131
001-00-325-2-1000	FIRE ASSESSMENT FEES	\$1,642,710	\$1,895,652	\$1,840,168	\$2,048,871
	TOTAL	\$2,804,336	\$2,880,197	\$2,990,168	\$3,989,731
	STATE/FEDERAL GRANTS & PILOTS				
001-00-331-2-2500	BULLET PROOF VEST GRT-POLICE	\$0	\$0	\$0	\$8,774
001-00-331-2-3601	COPS GRANT 2014-2015	\$0	\$0	\$0	\$194,624
001-00-331-2-5500	SAFER GRANT	\$152,035	\$0	\$0	\$0
001-00-331-2-5503	USDA POLICE VEHICLES	\$0	\$0	\$0	\$250,000
001-00-331-2-5505	USDA RBDG Business incubator	\$81,265	\$0	\$0	\$0
001-00-331-2-5900	VOCA GRANT V13045	\$33,976	\$11,886	\$35,000	\$36,266
001-00-331-2-6314	FIRE GRANT EMPLOYEES	\$0	\$32,882	\$0	\$0
001-00-331-2-6317	2022 JAGC PUTN-3-3B-153	\$1,440	\$0	\$0	\$0
001-00-331-2-6319	2023 JAG C 8C107 Laptop Comput	\$24,020	\$0	\$41,498	\$21,000
001-00-331-2-6320	Rural Violent Crime Reduction	\$0	\$32,100	\$0	\$0
001-00-331-2-6321	2023 JAGC	\$0	\$0	-\$20,749	\$10,000
001-00-331-5-1003	FEMA FED Hurricane Ian	\$1,029	\$127,983	\$0	\$0
001-00-333-0-1000	PAYMENTS IN LIEU OF TAX (PHA)	\$21,661	\$855	\$0	\$0
001-00-334-2-0102	SAFE GRANT	\$0	\$6,094	\$74,000	\$70,000
001-00-334-3-9100	STATE EMERG MGMT	\$68,303	\$0	\$0	\$0
001-00-334-5-1003	FEMA STATE Hurricane Ian	\$0	\$3,807	\$0	\$0
001-00-334-5-5002	DEO COMMUNITY PLANNING TECH AS	\$30,000	\$0	\$0	\$0
001-00-334-5-5002	D0C COMMUNITY PLANNING TECH AS				\$75,000
001-00-334-5-5003	DOC COMMERCE STRATEGIC REVITALIZATION				\$40,000
	TOTAL	\$413,729	\$215,607	\$129,749	\$705,664
	STATE SHARED REVENUES				
001-00-335-1-2000	STATE REVENUE SHARING	\$499,041	\$405,698	\$498,303	\$484,680
001-00-335-1-4000	MOBILE HOME LICENSE TAX	\$4,664	\$4,802	\$5,000	\$5,200
001-00-335-1-5000	ALCOHOLIC BEVERAGE TAX	\$11,701	\$12,245	\$14,000	\$14,560
001-00-335-1-6000	SALES TAX 1/2 cent REVENUE (95	\$625,313	\$478,157	\$656,574	\$629,258
001-00-335-2-1000	FIREFIGHTERS SUPPLEMENTAL COMP	\$3,692	\$3,780	\$4,000	\$4,160
001-00-335-4-9000	FUEL TAX REBATE QTRLY	\$7,054	\$0	\$10,000	\$10,400

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
	TOTAL	\$1,151,465	\$904,682	\$1,187,877	\$1,148,258
	GRANTS/LOCAL UNITS				
	TOTAL	\$0	\$0	\$0	\$0
001-00-338-0-9000	SHARED REV OTHER LOCAL UNITS SHARED REV OTHER LOC UNITS	\$0	\$3,126	\$0	\$0
	TOTAL	\$0	\$3,126	\$0	\$0
	CHARGES FOR SERVICES				
001-00-341-0-3001	CODE ENFORCEMENT-ADMIN FEES	\$0	\$15,936	\$2,000	\$20,000
001-00-341-0-3002	CODE ENFORCEMENT-VACANT PROPER	\$1,800	\$1,000	\$2,500	\$2,600
001-00-341-0-9001	CODE ENFORCEMENT-MISC FEES	\$11,975	\$14,001	\$12,000	\$12,480
001-00-341-9-2000	ZONING CONVENIENCE FEE	\$786	\$864	\$1,000	\$1,040
001-00-342-1-1002	POLICE DEPT-ADMIN TOW FEES	\$10,918	\$9,166	\$11,000	\$11,440
001-00-342-1-1003	POLICE DEPT-INVESTIGATIVE COST	\$12,591	\$10,197	\$12,000	\$12,480
001-00-342-1-1004	POLICE DEPT-RECORDS REQUESTS	\$4,723	\$3,736	\$4,000	\$4,160
001-00-342-1-1005	POLICE DEPT-ADMIN FEES	\$3,434	\$650	\$3,000	\$3,120
001-00-342-1-1006	POLICE DEPT-OFFENDER PAYMENTS	\$2,180	\$2,437	\$1,500	\$1,560
001-00-342-1-1007	MARSHALLS PD-OT REIMBURSEMENTS	\$22,285	\$36,256	\$20,000	\$20,800
001-00-342-1-1009	POLICE DEPT-MISCELLANEOUS	\$0	\$8	\$0	\$0
001-00-342-2-1000	FIRE SERVICES	\$49,211	\$63,720	\$60,000	\$62,400
001-00-342-5-1000	FIRE INSPECTION FEES	\$17,003	\$25,906	\$40,000	\$41,600
001-00-342-5-1001	FIRE INSPECTION FEES-COUNTY	\$317	\$0	\$0	\$0
001-00-343-8-1000	CEMETERY SERVICES	\$14,610	\$20,843	\$12,500	\$13,000
001-00-347-2-1001	SPECIAL EVENT FEES	\$1,300	\$1,830	\$1,500	\$1,560
001-00-347-2-2500	SPONSORSHIP-RECREATION	\$0	\$3,000	\$5,400	\$5,616
001-00-347-2-3000	BOOKER/LEFTY TURNER FIELD	\$450	\$107,193	\$600	\$624
001-00-347-2-3500	HANK BRYAN PARK RENTAL	\$150	\$0	\$0	\$0
001-00-347-3-1000	BRONSON HOUSE	\$400	\$0	\$500	\$520
001-00-347-3-1001	ST JOHNS RIVER CENTER-RENTALS-	\$350	\$1,257	\$10,000	\$10,400
001-00-347-4-1004	Parks Dept OT reimbursement	\$7,991	\$6,968	\$9,500	\$9,880
001-00-347-4-1005	Cultural OT reimbursement	\$1,350	\$0	\$2,000	\$2,080
001-00-347-5-1000	PRICE MARTIN CENTER	\$6,221	\$5,339	\$3,000	\$3,120
	TOTAL	\$170,045	\$330,306	\$214,000	\$240,480

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
	FINES/FORFEITS				
001-00-351-1-1000	COURT FINES	\$36,201	\$32,548	\$30,000	\$31,200
001-00-351-3-1000	POLICE EDUCATION	\$2,264	\$2,588	\$2,000	\$2,080
001-00-354-0-1000	CODE ENFORCEMENT-LIEN FINES	\$40,533	\$61,010	\$60,000	\$63,440
001-00-354-0-1001	CODE ENFORCEMENT - LEGAL LIEN	\$0	\$13,776	\$20,000	\$20,000
001-00-359-0-1100	FALSE ALARM FINES	\$21,783	\$17,157	\$16,500	\$17,160
001-00-359-0-3000	ABATEMENT FINES	\$0	\$7,915	\$0	\$0
		-----	-----	-----	-----
	TOTAL	\$100,781	\$134,995	\$128,500	\$133,880
	MISCELLANEOUS REVENUES				
001-00-361-1-1000	INTEREST EARNINGS	\$225,673	\$496,611	\$175,000	\$182,000
001-00-361-1-1001	INTEREST-MONEY MARKET	\$2,296	\$12,393	\$1,000	\$1,040
001-00-361-1-1002	INTEREST FROM GAS AUTHORITY	\$2,265	\$12,236	\$0	\$0
001-00-362-0-1000	MISC RENTS	\$4,200	\$4,175	\$42,000	\$43,680
001-00-362-0-2000	LAND RENT/LEASE	\$0	\$5,000	\$0	\$0
001-00-362-0-3000	AMTRAK RENT	\$2,040	\$1,530	\$2,000	\$2,080
001-00-364-0-1000	CEMETERY LOTS	\$60,750	\$45,900	\$55,000	\$57,200
001-00-364-0-1010	CEMETERY LOTS RESTRICTED	\$12,125	\$21,891	\$11,000	\$11,440
001-00-364-0-4900	SURPLUS EQUIPMENT-GENERAL	\$20,942	\$17,400	\$22,400	\$23,296
001-00-364-0-4901	SURPLUS LAND-GENERAL	\$25,869	\$0	\$0	\$0
001-00-364-0-4902	SURPLUS HAMMOCK HALL 429 KIRBY	\$0	\$7,532	\$7,532	\$7,833
001-00-366-0-1100	CONTRIBUTION - RECREATION	\$6,931	\$1,500	\$2,000	\$2,080
001-00-366-0-1150	Libra Philanthropies Foundatio	\$0	\$0	\$15,000	\$4,250
001-00-366-0-1300	RECREATION - REGISTRATION	\$2,680	\$3,290	\$2,000	\$2,080
001-00-366-0-1400	RECREATION FIELD RENTALS	\$1,000	\$0	\$600	\$624
001-00-366-0-1500	RECREATION & PAL EVENT	\$0	\$2,528	\$0	\$0
001-00-366-0-1700	WELLNESS GRANT - FL BLUE	\$10,000	\$5,602	\$5,000	\$5,200
001-00-366-0-2510	FIRE DECONTAMINATION GRANT	\$14,579	\$15,512	\$12,512	\$13,012
001-00-366-0-2515	FL BAR INTERN GRANT	\$0	\$3,000	\$3,000	\$0
001-00-366-0-2540	USAR Grant	\$23,963	\$0	\$0	\$0
001-00-366-0-2550	FIRE GRANT GLOBAL - IPADS	\$3,900	\$0	\$0	\$0
001-00-366-0-3501	CONTRIBUTION-ST JOHNS RIVER CE	\$0	\$700	\$0	\$0
001-00-366-0-6000	CONTRIBUTION - ANTIQUE FIRE TR	\$484	\$224	\$0	\$0
001-00-366-0-7601	CONTRIBUTIONS - SP EVENT JONES	\$0	\$1,950	\$1,925	\$2,002
001-00-366-0-8000	CONTRIBUTION - FIREWORKS	\$17,060	\$9,800	\$5,000	\$5,200
001-00-366-0-8001	CONTRIBUTION - MAYOR'S RECEPTI	\$7,000	\$600	\$7,000	\$7,280
001-00-366-0-8002	CONTRIBUTION - SPECIAL EVENTS	\$450	\$1,500	\$500	\$520

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
001-00-366-0-8100	BLUE CRAB - VENDOR REVENUE	\$729	\$0	\$0	\$0
001-00-366-0-8110	BLUE CRAB - BEVERAGE SALES	\$729	\$0	\$0	\$0
001-00-366-0-8115	BLUE CRAB - T SHIRT SALES	\$979	\$0	\$0	\$0
001-00-366-0-8120	BLUE CRAB - SPONSOR CONTRIBUTI	\$47,658	\$0	\$0	\$0
001-00-366-0-8500	CONTRIBUTION - FIRE PUBLIC EDU	\$1,550	\$5,000	\$500	\$520
001-00-369-3-1000	REFUNDS & REIMBURSEMENTS	\$4,535	\$173	\$5,000	\$5,200
001-00-369-3-1001	REFUNDS- HEALTH INSURANCE	\$67,978	\$0	\$0	\$0
001-00-369-3-2000	FEMA REIMBURSEMENT	\$0	\$18,276	\$273,000	\$50,000
001-00-369-9-0500	MISC REVENUE	\$41,098	\$64,359	\$35,000	\$36,400
001-00-369-9-1000	FDOT ISLAND RIGHT OF WAY MAINT	\$38,741	\$64,569	\$51,655	\$53,721
001-00-369-9-1001	E-PAYABLES REVENUE SHARE	\$2,202	\$1,767	\$1,500	\$1,560
001-00-369-9-2000	INSURANCE CLAIMS - GENERAL	\$98,988	\$314,263	\$0	\$0
001-00-369-9-3000	FDOT LIGHTING MAINTENANCE	\$0	\$132,724	\$40,059	\$41,661
001-00-369-9-3001	FDOT TRAFFIC SIGNAL MAINTENANC	\$0	\$70,393	\$74,082	\$76,242
	TOTAL	\$749,393	\$1,342,396	\$851,265	\$636,121
	TRANSFERS IN				
001-00-381-0-1400	TRANSFER FROM UTILITY FUND-FRA	\$420,890	\$464,032	\$506,217	\$526,466
001-00-381-0-1500	TRANSFER FROM SANITATION FUND-	\$143,658	\$143,658	\$156,718	\$160,110
001-00-381-0-1800	TRANSFER PROFIT SHARING FROM G	\$41,528	\$0	\$0	\$0
001-00-381-0-1900	TRANSFER FROM BETTER PLACE	\$0	\$3,358	\$129,000	\$134,160
	TOTAL	\$606,077	\$611,049	\$791,935	\$820,736
	REIMBURSEMENTS				
001-00-382-0-1000	CONTRIB FROM UTILITIES	\$734,112	\$1,136,837	\$1,240,186	\$1,482,666
001-00-382-0-2000	CONTRIB FROM GOLF	\$365	\$197	\$215	\$191
001-00-382-0-3000	CONTRIB FROM SANITATION	\$81,947	\$164,978	\$179,976	\$212,474
001-00-382-0-5001	ADMIN EXP REIMB-AIRPORT GRANTS	\$110,056	\$151,175	\$164,918	\$177,268
001-00-382-0-6000	CONTRIB FROM TAX INCREMENT	\$19,431	\$39,045	\$42,594	\$110,604
001-00-382-0-7000	CONTRIB FROM PENSION FUNDS	\$43,621	\$27,000	\$53,625	\$0
	TOTAL	\$989,532	\$1,519,232	\$1,681,514	\$1,983,203
	DEBT PROCEEDS				
001-00-384-0-1000	LOAN PROCEEDS	\$0	\$185,723	\$185,723	\$1,000,000
001-00-384-0-1001	LOAN PROCEEDS PD VEHICLES	\$0	\$463,355	\$463,355	\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
	TOTAL	\$0	\$649,078	\$649,078	\$1,000,000
	TOTAL OPERATING & OTHER REV	----- \$12,728,624 -----	----- \$14,534,507 -----	----- \$15,134,624 -----	----- \$17,743,515 -----
	CASH BALANCE FORWARD				
001-00-301-0-1000	OPERATING CASH BALANCE FORWARD	\$0	\$0	\$4,480,772	\$4,480,772
001-00-301-0-1001	EVIDENCE FUND BALANCE FORWARD	\$0	\$0	\$7,282	\$7,282
001-00-301-0-1002	LOT DEMOLITION/CLEANUP BALANCE	\$0	\$0	\$22,075	\$22,075
001-00-301-0-1006	INSURANCE CONTINGENCY BALANCE	\$0	\$0	\$624,444	\$624,444
001-00-301-0-1009	SPECIAL CEMETERY BALANCE FORWA	\$0	\$0	\$118,889	\$118,889
001-00-301-0-1010	SPECIAL POLICE BALANCE FORWARD	\$0	\$0	\$61,271	\$61,271
001-00-301-0-1012	HAND GUN CLASSES BALANCE FORWA	\$0	\$0	\$7,637	\$7,637
001-00-301-0-1013	FIRE PUBLIC EDUCATION BALANCE	\$0	\$0	\$24,937	\$24,937
001-00-301-0-1019	RED LIGHT CAMERA BALANCE FORWA	\$0	\$0	\$49,988	\$49,988
001-00-301-0-1021	LANDSCAPING CODE FEE BALANCE F	\$0	\$0	\$61,663	\$61,663
001-00-301-0-1022	I&E EVIDENCE BALANCE FORWARD	\$0	\$0	\$7,523	\$7,523
001-00-301-0-1023	PARKS BANK -DONATIONS	\$0	\$0	\$284	\$284
001-00-301-0-1024	FIRE CAPITAL REPLACEMENT BALAN	\$0	\$0	\$88,000	\$110,000
	TOTAL	----- \$0 -----	----- \$0 -----	----- \$5,554,765 -----	----- \$5,576,765 -----
GENERAL FUND	TOTAL REV, TRANFERS & CASH BAL	----- \$12,728,624 -----	----- \$14,534,507 -----	----- \$20,689,389 -----	----- \$23,320,280 -----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
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AIRPORT REVENUES / BUDGET PREPARATION REPORT / 100.00 % Yr Complete For Fiscal Year: 2025 / 9

FEDERAL GRANTS					
005-00-389-2-8102	FAA GENERAL AVIATION	\$59,000	\$0	\$0	\$0
005-00-389-2-8109	FAA West Taxilanes & Apron Fed	\$72,234	\$724,539	\$755,061	\$17,000
005-00-389-2-8110	Fed FAA Taxiway "E"cho	\$0	\$31,085	\$193,590	\$131,925
005-00-389-2-8931	FAA AIRPORT AGIS SURVEY & MAPP	\$0	\$0	\$0	\$137,025
TOTAL		\$131,234	\$755,624	\$948,651	\$285,950
STATE GRANTS					
005-00-389-3-7500	FDOT MASTER PLAN FM445214-1				\$285,000
005-00-389-3-8000	RCO LEASE (BEACON GRANT)	\$684	\$570	\$0	\$0
005-00-389-3-8916	FDOT T Hangar G1383	\$1,112,133	\$0	\$0	\$0
005-00-389-3-8920	FDOT Taxiway A WEST, Phase II	\$0	\$0	\$16,104	\$0
005-00-389-3-8921	FDOT FUEL TRUCK PTGA G2340	\$0	\$240,000	\$242,000	\$0
005-00-389-3-8922	FDOT West Taxilanes & Apron st	\$0	\$84,379	\$83,896	\$15,621
005-00-389-3-8923	FDOT RWY 9 Obstruction Tree Re	\$0	\$35,521	\$575,000	\$539,479
005-00-389-3-8924	FDOT Wildlife Hazard Assessmen	\$0	\$13,655	\$25,000	\$8,600
005-00-389-3-8925	FDOT Bulk Hangar (W1-3) Apron	\$0	\$1,055	\$100,000	\$99,000
005-00-389-3-8926	FDOT RWY 9/27 EXT feasibility	\$0	\$0	\$100,000	\$100,000
005-00-389-3-8927	FDOT Access Control & Gate Imp	\$0	\$3,510	\$100,000	\$97,000
005-00-389-3-8928	FDOT CORPORATE	\$0	\$0	\$262,500	\$262,500
005-00-389-3-8929	FDOT Emergency Generators	\$0	\$0	\$250,000	\$248,000
005-00-389-3-8930	FDOT TAXIWAY 'E'CHO	\$0	\$3,454	\$21,510	\$14,660
005-00-389-3-8931	FAA AIRPORT AGIS SURVEY & MAPP	\$0	\$0	\$0	\$15,225
TOTAL		\$1,112,817	\$382,143	\$1,776,010	\$1,685,085
TOTAL GRANTS		\$1,244,051	\$1,137,767	\$2,724,661	\$1,971,035

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
OPERATING REVENUES					
005-00-344-1-1010	100 LL AVIATION FUEL	\$542,854	\$227,295	\$630,000	\$630,000
005-00-344-1-1020	JET A AVIATION FUEL	\$193,326	\$183,284	\$400,000	\$400,000
005-00-344-1-1030	DONATIONS-FLY-IN EVENT	\$0	\$0	\$20,000	\$20,000
005-00-344-1-1200	TIE DOWN FEES/VEHICLE PARKING	\$4,103	\$4,610	\$4,000	\$4,000
005-00-344-1-1400	VENDING	\$0	\$0	\$800	\$800
005-00-344-1-1700	AVIATION LUBRICANTS	\$2,188	\$1,888	\$2,000	\$2,000
005-00-344-1-1800	MERCHANDISE SALES	\$604	\$907	\$1,000	\$1,000
005-00-362-0-1000	HANGAR RENTALS	\$314,896	\$344,246	\$392,524	\$392,524
005-00-362-0-1100	HANGAR MAINT FEE	\$18,741	\$19,366	\$19,200	\$19,200
005-00-362-0-2000	LAND LEASE	\$37,720	\$4,590	\$4,000	\$4,000
005-00-362-0-3000	BUILDING RENTAL	\$16,076	\$15,277	\$20,000	\$20,000
	TOTAL	\$1,130,507	\$801,465	\$1,493,524	\$1,493,524
OTHER REVENUES					
005-00-365-0-0000	SURPLUS EQUIPMENT-AIRPORT	\$2,100	\$43,400	\$2,250	\$2,250
005-00-369-9-1000	MISCELLANEOUS REVENUES	\$28,724	\$7,613	\$3,500	\$3,500
005-00-369-9-1001	E-PAYABLES REVENUE SHARE	\$550	\$488	\$300	\$300
005-00-369-9-4000	INSURANCE CLAIMS - AIRPORT	\$13,194	\$0	\$0	\$0
	TOTAL	\$44,568	\$51,501	\$6,050	\$6,050
TRANSFERS					
005-00-381-0-0000	TRANSFER FROM GENERAL	\$451,582	\$260,645	\$284,340	\$284,340
	TOTAL	\$451,582	\$260,645	\$284,340	\$284,340
	TOTAL REVENUES	\$2,870,709	\$2,251,377	\$4,508,575	\$3,754,949
CASH BALANCE FORWARD					
005-00-301-0-0000	OPERATING CASH BALANCE FORWARD	\$0	\$0	\$38,155	\$38,155
	TOTAL	\$0	\$0	\$38,155	\$38,155
AIRPORT FUND	TOTAL REV, TRFS & CASH BALANCE	\$2,870,709	\$2,251,377	\$4,546,730	\$3,793,104

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
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WATER FUND REVENUES / BUDGET PREPARATION REPORT / 100.00 % Yr Complete For Fiscal Year: 2025 / 9

GRANTS					
041-00-384-0-1002	SRF 2019 MATCHING DW54022				\$593,000
041-00-384-0-1004	SRF DW54025 PROCEEDS CARBON FILTERS				\$1,317,802
041-00-389-2-8107	FEMA HMGP 4283-66 LIFT STATION	\$0	\$15,789	\$0	\$334,000
041-00-389-2-8109	FDEM HMGP H0598 HISTORIC LIFT	\$239,083	\$0	\$0	\$0
041-00-389-2-8110	FEMA FED Hurricane Ian	\$743	\$0	\$0	\$0
041-00-389-3-5010	CDBG MIT SANITARY WASTEWATER R	\$0	\$2,500	\$192,356	\$382,000
041-00-389-5-2000	Fed CDBG DEO Madison to 11th	\$0	\$1,326	\$750,000	\$748,674
041-00-389-5-3920	Fed DEO RIF St. Johns Ave Mose	\$0	\$406,543	\$0	\$0
041-00-389-6-3000	FDEP LPA0354 Sewer Main and Ma	\$0	\$16,037	\$2,000,000	\$1,625,000
041-00-389-6-3100	FDEP Potable Water state North	\$0	\$0	\$3,500,000	\$2,100,000
041-00-389-6-3200	FDEP Sewer Lining state	\$0	\$0	\$1,000,000	\$1,000,000
041-00-389-7-1008	WWTP Biosolids LPR0004 FDEP	\$0	\$3,056,426	\$2,911,370	\$1,324,600
041-00-389-7-1009	SJRWMD #35891 Madison to 11th	\$0	\$0	\$100,000	\$500,000
041-00-334-3-5000	DEO Lift Station 16 Expansion	\$0	-\$12	\$334,000	\$340,196
041-00-334-3-5100	FDEP AND AND GRIT SG067	\$0	\$864,290	\$150,812	\$0
TOTAL		\$239,826	\$4,362,899	\$10,938,538	\$10,265,272
CHARGES FOR SERVICES					
041-00-343-6-1000	WATER SALES	\$4,049,647	\$3,650,375	\$4,224,416	\$4,350,557
041-00-343-6-1010	WATER TAPS & RENEWALS	\$29,518	\$20,349	\$50,171	\$51,676
041-00-343-6-1040	PENALTIES	\$69,661	\$59,270	\$74,688	\$76,929
041-00-343-6-1050	WATER RENEWALS-BILLED	\$531	\$1,000	\$0	\$0
041-00-343-6-2000	BROKEN METERS/LOCKS	\$2,000	\$570	\$2,536	\$2,612
041-00-343-6-3000	WASTEWATER SERVICE REVENUE	\$3,525,258	\$3,273,901	\$3,742,690	\$3,854,971
041-00-343-6-3010	WASTEWATER TAPS/RENEWALS	\$18,828	\$24,457	\$49,481	\$50,965
041-00-343-6-3020	SEPTIC DUMPING (WWTP)	\$157,313	\$201,216	\$210,243	\$216,550
041-00-343-6-4000	WATER IMPACT FEES	\$14,073	\$47,887	\$256	\$251,326
041-00-343-6-5000	WASTEWATER IMPACT FEES-NEW CON	\$18,109	\$66,388	\$443	\$264,495
TOTAL		\$7,884,939	\$7,345,413	\$8,354,924	\$9,120,081
OTHER REVENUES					
041-00-361-1-1000	INTEREST-SERIES 98 SINKING FD	\$1,342	\$3,750	\$811	\$843
041-00-361-1-1100	INTEREST DW 540250	\$217	\$68	\$99	\$103

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
041-00-362-0-1000	COMMUNICATION TOWER LEASE	\$21,673	\$22,324	\$27,829	\$28,942
041-00-362-0-1005	TATER FARMS LAND LEASE	\$24,750	\$24,750	\$31,779	\$33,050
041-00-364-0-4900	SURPLUS EQUIPMENT-WATER	\$6,000	\$0	\$7,704	\$8,012
041-00-369-9-1000	OTHER REVENUE	\$22	\$21	\$7,810	\$8,122
041-00-369-9-1001	E-PAYABLES REVENUE SHARE	\$1,153	\$931	\$834	\$869
041-00-384-0-1002	SRF 2019 MATCHING PROCEEDS DW5	\$0	\$1	\$1,819,356	\$0
041-00-384-0-1004	SRF DW54025 PROCEEDS Carbon Fi	\$0	\$0	\$1,007,402	\$0
041-00-384-0-1005	SRF 54022 DOWNTOWN POTABLE	\$608,887	\$64,292	\$0	\$0
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	TOTAL	\$664,044	\$116,136	\$2,903,624	\$79,941
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	TOTAL OPERATING REVENUES	\$8,788,809	\$11,824,448	\$22,197,086	\$19,465,294
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	TRANSFERS IN				
041-00-381-0-3000	TRANSFER FROM CENTRAL TIF POTA	\$0	\$0	\$89,565	\$93,148
041-00-381-0-3100	TRANSFER FROM SOUTH TIF-POTABL	\$0	\$0	\$27,000	\$28,080
041-00-381-0-3200	TRANSFER FROM TIF -CRA ADMIN R	\$17,628	\$0	\$0	\$0
		-----	-----	-----	-----
	TOTAL	\$17,628	\$0	\$116,565	\$121,228
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	CASH BALANCE FOWARD				
041-00-301-0-0100	CASH BALANCE FOWARD	\$0	\$0	\$4,022,639	\$4,022,639
041-00-301-0-0101	WATER IMPACT FEES BALANCE FORW	\$0	\$0	\$77,223	\$77,223
041-00-301-0-0102	WASTEWATER IMPACT FEES BALANCE	\$0	\$0	\$156,217	\$156,217
041-00-301-1-0000	UTILITY CAPITAL REPLACEMENT BA	\$0	\$0	\$2,158,440	\$2,158,440
041-00-301-1-7000	FRUFC REBATE-CAP PROJECTS ONLY	\$0	\$0	\$8,095	\$8,095
		-----	-----	-----	-----
	TOTAL	\$0	\$0	\$6,422,614	\$6,422,614
		-----	-----	-----	-----
WATER FUND	TOTAL REV, TRF & CASH BALANCES	\$8,806,437	\$11,824,448	\$28,736,265	\$26,009,136
		-----	-----	-----	-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
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GOLF REVENUES / BUDGET PREPARATION REPORT / 100.00 % Yr Complete For Fiscal Year: 2025 / 9

OPERATING REVENUES					
042-00-347-2-2510	MISC REVENUE/SERVICE CHARGES	\$442	\$0	\$547	\$569
	TOTAL	\$442	\$0	\$547	\$569
OTHER REVENUES					
042-00-369-9-1000	REFUNDS/REIMBURSEMENTS	\$1,875	\$7,549	\$1,875	\$1,950
042-00-369-9-1002	RESTAURANT LEASE	\$53,880	\$49,390	\$53,880	\$56,035
042-00-369-9-1003	UTILITY REIMBURSEMENT-RESTAURA	\$26,145	\$20,986	\$26,400	\$27,456
042-00-369-9-1004	PROFIT SHARING FRANCHISE AGREE	\$41,528	\$0	\$48,000	\$49,920
	TOTAL	\$123,429	\$77,925	\$130,155	\$135,361
TRANSFERS IN					
042-00-389-9-0001	TRANSFER FROM GENERAL FUND	\$162,405	\$49,225	\$53,700	\$38,647
042-00-389-9-0002	TRANSFER FROM GENERAL FUND-DEB	\$168,985	\$0	\$0	\$0
	TOTAL	\$331,390	\$49,225	\$53,700	\$38,647
	TOTAL OPERATING & OTHER REV	\$455,261	\$127,150	\$184,402	\$174,577
CASH BALANCE FORWARD					
	TOTAL	\$0	\$0	\$0	\$0
GOLF FUND	TOTAL REV, TRF & CASH BALANCES	\$455,261	\$127,150	\$184,402	\$174,577

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
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SANITATION REVENUES / BUDGET PREPARATION REPORT / 100.00 % Yr Complete For Fiscal Year: 2025 / 9

CHARGES FOR SERVICES					
043-00-343-4-1000	GARBAGE FEES-RESIDENTIAL	\$3,180,430	\$2,882,363	\$3,334,312	\$3,467,684
043-00-343-4-1040	PENALTIES-SANITATION	\$16,988	\$14,470	\$19,100	\$19,864
043-00-343-4-1500	CONTAINER USAGE FEES	\$2,955	\$3,825	\$3,538	\$3,680
043-00-343-4-2500	DUMPSTER DROP OFF FEE	\$19,073	\$24,565	\$15,580	\$16,203
043-00-343-4-4150	EXTRA GARBAGE	\$8,056	\$43,636	\$11,500	\$11,960
TOTAL		\$3,227,502	\$2,968,860	\$3,384,030	\$3,519,391
OTHER REVENUES					
043-00-364-0-4900	SURPLUS EQUIPMENT-SANITATION	\$5,300	\$0	\$8,745	\$9,095
043-00-369-9-1000	MISC REVENUE	\$883	\$500	\$3,001	\$6,240
043-00-369-9-1001	E-PAYABLES REVENUE SHARE	\$622	\$495	\$586	\$609
TOTAL		\$6,805	\$995	\$12,332	\$15,944
TOTAL REVENUES		\$3,234,307	\$2,969,854	\$3,396,362	\$3,535,335
LOAN PROCEEDS					
043-00-384-1-1000	LOAN PROCEEDS	\$0	\$0	\$499,362	\$0
TOTAL		\$0	\$0	\$499,362	\$0
TRANSFERS					
043-00-382-0-1000	CONTRIBUTION FROM GENERAL FUND	\$0	\$35,844	\$39,102	\$56,971
043-00-382-0-2000	CONTRIBUTIONS FROM UTILITIES	\$0	\$34,137	\$37,240	\$54,258
TOTAL		\$0	\$69,981	\$76,342	\$111,229
CASH BALANCE FORWARD					
043-00-302-0-0000	CASH BALANCE FORWARD	\$0	\$0	\$360,357	\$360,357
TOTAL		\$0	\$69,980	\$436,699	\$471,586
SANITATON FUND TOTAL REV, TRF & CASH BALANCES		\$3,234,307	\$3,039,835	\$4,332,423	\$4,006,921

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
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TIF REVENUES / BUDGET PREPARATION REPORT / 100.00 % Yr Complete For Fiscal Year: 2025 / 9

PROPERTY TAXES					
030-00-311-0-3100	DOWNTOWN REDEV COUNTY SHARE	\$287,382	\$332,808	\$355,722	\$402,603
030-00-311-0-3110	DOWNTOWN REDEV CITY SHARE	\$197,558	\$240,835	\$244,538	\$276,766
030-00-311-0-3200	SOUTH HISTORIC COUNTY SHARE	\$92,205	\$106,447	\$109,900	\$129,505
030-00-311-0-3220	SOUTH HISTORIC CITY SHARE	\$63,386	\$77,030	\$75,549	\$89,027
030-00-311-0-3300	NORTH HISTORIC COUNTY SHARE	\$34,675	\$36,145	\$38,049	\$39,657
030-00-311-0-3330	NORTH HISTORIC CITY SHARE	\$23,837	\$26,156	\$26,156	\$27,262
TOTAL		\$699,043	\$819,422	\$849,914	\$964,820
OTHER REVENUES					
030-00-369-9-1003	FESTIVALS	\$350	\$0	\$0	\$0
030-00-365-0-2500	SALE OF HAMMOCK HALL 429 KIRBY			\$131,926	\$0
TOTAL		\$350	\$0	\$131,926	\$0
TOTAL REVENUES		\$699,393	\$819,422	\$981,840	\$964,820
CASH BALANCE FORWARD					
030-00-301-0-0001	DOWNTOWN REDEVELOPMENT FORWARD	\$0	\$0	\$923,777	\$839,383
030-00-301-0-0002	SOUTH HISTORIC BALANCE FORWARD	\$0	\$0	\$122,286	\$299,314
030-00-301-0-0003	NORTH HISTORIC BALANCE FORWARD	\$0	\$0	\$62,739	\$85,311
TOTAL		\$0	\$0	\$1,108,802	\$1,224,008
TIF FUND	TOTAL REV, TRF & CASH BALANCES	\$699,393	\$819,422	\$2,090,642	\$2,188,828

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
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ARPA REVENUES / BUDGET PREPARATION REPORT / 100.00 % Yr Complete For Fiscal Year: 2025 / 9

STATE/FEDERAL GRANTS & PILOTS					
300-00-331-5-1000	ARPA REVENUE	\$2,508,656	\$375,949	\$1,972,392	\$1,546,460
		-----	-----	-----	-----
	TOTAL	\$2,508,656	\$375,949	\$1,972,392	\$1,546,460
TRANSFERS IN					
300-00-381-0-1000	TRANSFER FROM GENERAL FUND	\$0 -4,881		\$0	\$0
		-----	-----	-----	-----
ARPA FUND	TOTAL REV, TRF & CASH BALANCES	\$699,393	\$819,422	\$1,972,392	\$1,546,460
		-----	-----	-----	-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
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BETTER PLACE REVENUES / BUDGET PREPARATION REPORT / 100.00 % Yr Complete For Fiscal Year: 2025 / 9

LOCAL OPTION, USE & FUEL TAXES					
101-00-312-6-0000	DISCRETIONARY SALES SURTAX	\$1,340,171	\$1,073,635	\$1,329,788	\$1,315,996
TOTAL		\$1,340,171	\$1,073,635	\$1,329,788	\$1,315,996
STATE/FEDERAL GRANTS & PILOTS					
101-00-331-2-5508	USDA RBDG SIDEWALK IMPRVMT	\$0	\$150,000	\$150,000	\$100,000
101-00-331-2-5509	USDA PATROL CARS APPROPRIATION	\$0	\$0	\$0	\$250,000
101-00-331-3-9003	CDBG DRI S14th HM005 STORMWATE	\$1,255,778	\$0	\$0	\$0
101-00-331-3-9005	ST JOHNS AVE APPROPRIATION	\$1,302,816	\$0	\$0	\$0
101-00-331-3-9006	CDBG MIT IRMA IR042	\$0	\$0	\$543,585	\$994,048
101-00-331-3-9007	HMGP Kay Larkin FD	\$0	\$0	\$113,887	\$287,655
101-00-331-3-9008	Fed RAISE	\$0	\$0	\$300,000	\$1,500,000
101-00-331-4-1000	Fed DOT SS4A	\$0	\$0	\$480,000	\$480,000
101-00-331-7-7003	LWCF BOOKER PARK PROJECT GRANT	\$0	\$92,755	\$0	\$0
101-00-331-7-7004	CDBG CARES COVID SIDEWALKS	\$0	\$0	\$2,402,347	\$2,000,000
101-00-334-2-3000	PRICE MARTIN RETROFIT SHELTER	\$0	\$0	\$584,685	\$1,050,000
101-00-334-3-7000	FDEP POTABLE APPROPRIATION 202	\$0	\$0	\$0	\$0
101-00-334-6-1000	AFFORDABLE HOUSING APPROPRIATI	\$0	\$0	\$1,000,000	\$950,000
101-00-334-7-7008	FRDAP A1075 Grant for Hank Bry	\$50,000	\$0	\$0	\$0
101-00-334-7-7009	DOS AACH JENKINS GRANT	\$172,500	\$0	\$329,270	\$484,000
101-00-334-7-7010	DHR BRONSON HOUSE	\$0	\$0	\$0	\$367,900
101-00-334-9-1100	FDOT Downtown Streetscapes Pha	\$0	\$0	\$329,270	\$1,200,000
101-00-337-3-0006	SJRWMD STREETSCAPES	\$399,054	\$0	\$0	\$0
101-00-337-7-0002	SHAW BUCK PARK IMPROVEMENTS	\$0	\$0	\$0	\$50,000
101-00-337-7-0003	PALM BOWL PARK IMPROVEMENTS	\$0	\$0	\$0	\$50,000
TOTAL		\$3,180,148	\$242,755	\$6,233,044	\$9,763,603

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED REVENUE BUDGET 09/12/2024

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL 2023	ACTUAL 2024	BUDGET 2024	BUDGET 2025
	TRANSFERS IN				
101-00-381-0-1004	TRANSFER FROM TAX INCREMENT -	\$0	\$0	\$867,831	\$825,004
101-00-381-0-1200	TRANSFER FROM GENERAL	\$0	\$0	\$307,470	\$186,202
		-----	-----	-----	-----
	TOTAL	\$0	\$0	\$1,175,301	\$1,011,206
	DEBT PROCEEDS				
101-00-384-0-1000	LOAN/LEASE PROCEEDS	\$0	\$3,000,000	\$3,000,000	\$1,398,941
		-----	-----	-----	-----
	TOTAL	\$0	\$3,000,000	\$3,000,000	\$1,398,941
		-----	-----	-----	-----
	TOTAL OPERATING & OTHER REV	\$4,520,319	\$4,316,389	\$11,738,133	\$13,489,746
		-----	-----	-----	-----
	CASH BALANCE FORWARD				
101-00-301-0-1007	BETTER PLACE BALANCE FORWARD	\$0	\$0	\$1,142,179	\$1,456,514
		-----	-----	-----	-----
	TOTAL	\$0	\$0	\$1,142,179	\$1,456,514
		-----	-----	-----	-----
BETTER PLACE	TOTAL REV, TRF & CASH BALANCES	\$4,520,319	\$4,316,389	\$12,880,312	\$14,946,260
		-----	-----	-----	-----
CITYWIDE	TOTAL REV, TRF & CASH BALANCES	\$35,823,706	\$37,289,077	\$75,432,555	\$75,985,566



Personnel Organizational Chart

September 2024

Residents of Palatka

City Commission

City Manager

Assistant City Manager

Office of City Clerk

Office of City Attorney

Project Grants Administrator (2)

Public Information Officer

Customer Service / Records Clerk

Airport Manager

Lead Lineman

Operations (P/T) (2)

Administrative Assistant (F/T)

Operations Assistant

Administrative Assistant (P/T)

Finance Director

Finance Service Supervisor

Grant Accountant

Finance Specialist II

Finance Specialist I

HR Director

HR Generalist

HR Coordinator

Planning Director

Planning Clerk

Planner I (2)

Community Affairs Director

Cultural Affairs Coordinator

Administrative Assistant II

Code Enforcement Officers (2)

Recreation Coordinator

Recreation Attendant

Water Plant Superintendent

WTP Operator (6)

WTP Mechanic (2)

Reclamation Superintendent

Assistant Superintendent

Administrative Assistant

Operator (6)

Mechanic (2)



Chief of Police

Executive Assistant Accreditation Manager

Patrol Captain

Assistant Chief

Admin Captain

Lieutenant (2)

Sergeant (4)

Patrol Officers (14)

PSA (2)

Admin Lieutenant

Records Clerk (2)

Maintenance

Victims Advocate

Evidence Technician

Detective Lieutenant

Major Crimes Sergeant

Major Crimes Detective

Street Crimes Unit

Marshall Task Force

Detectives (2)



Fire Chief

Executive Assistant

Assistant Chief

Fire Captain (3)

Fire Lieutenant (3)

Fire Engineer (6)

Firefighter (12)

W & S Superintendent

W & S Supervisor

W & S Maintenance (4)



Sanitation Superintendent

Helper

Sanitation Supervisor

Utility Locator

Operations Manager

Janitor

Fleet Mechanic (3)

Level 1 Operator

Facilities Superintendent

Parks Laborer (2)

Equipment Operator (7)

W & S Mechanic

Administrative Assistant I

Administrative Assistant II

Facilities Maintenance (2)

Refuse Collectors (6)

Park/Streets Superintendent

DOC Supervisor (2)

Streets Operator

Streets Laborer (2)

Streets Supervisor

PRESENTATION AND INPUT on Draft of the Palatka Vision Plan - Northeast Florida Regional Council

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Attached please find a presentation prepared by the Northeast Florida Regional Council concerning the "Palatka Vision Plan"

BACKGROUND

This presentation is the cumulation of months of work by the Northeast Florida Regional Council in public meetings, surveys, etc.

PROJECT ANALYSIS

The information collected by NEFRC will assist Staff in preparing an update to the Comprehensive Plan.

Staff Recommendation

Provide any suggestions for the Vision Plan. The final presentation will be September 26th.

ATTACHMENTS

1.	NEFRC Presentation
----	--------------------

PALATKA VISION PLAN

City Commission Meeting



September 12, 2024

Northeast Florida Regional Council Team

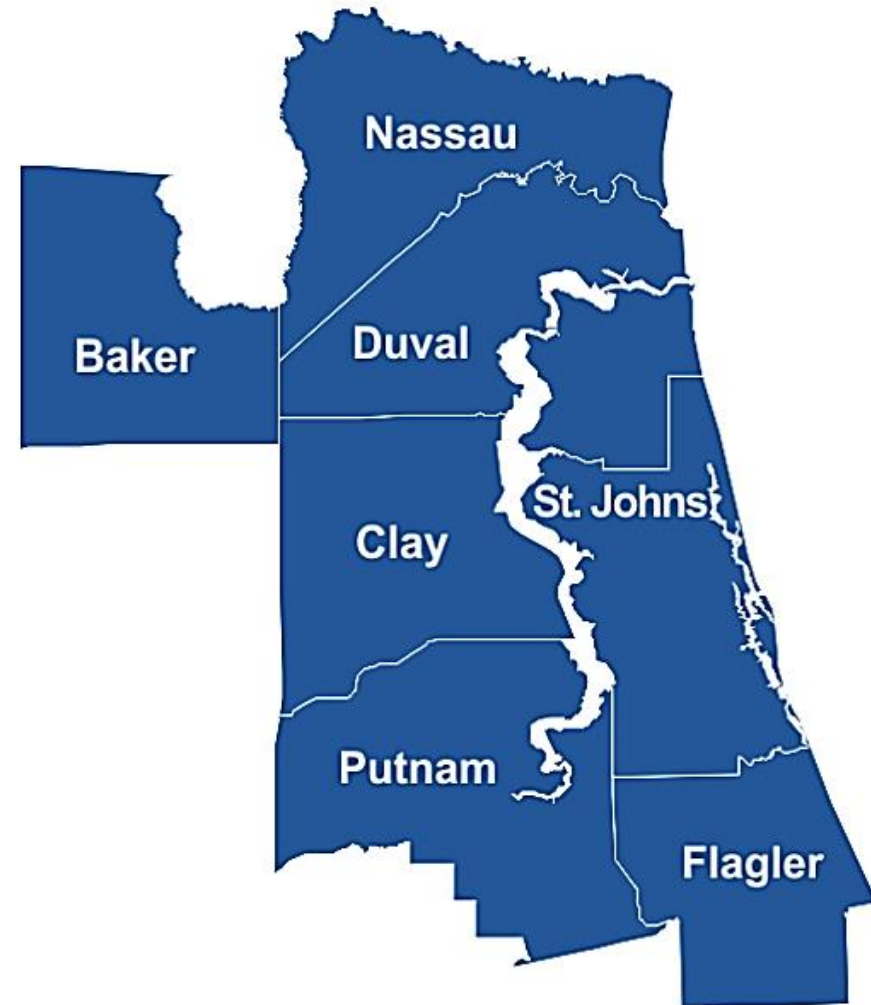
- ❖ Monica Dominguez, Program Manager
- ❖ Cassidy Taylor, Regional Planner
- ❖ Jack Shad, Project Manager
- ❖ Robert Jordan, Regional Planner



Northeast Florida Regional Council

Our Mission

To celebrate the unique assets of Northeast Florida and to engage its people, businesses, governments, and organizations.



Project Summary: A Vision Plan for Palatka

- ❖ The City of Palatka needs to update its Comprehensive Plan.
- ❖ NEFRC was contracted to develop a vision plan to define the community's preferences and desires for the future 10 - 20 years of the City.
- ❖ The vision will provide a “road map” for the comprehensive plan update.

Today's Meeting will...

- ❖ Share the results from the public engagement meetings and online survey.
- ❖ Present a *draft vision* for the City of Palatka
- ❖ Share how public input was organized into Objectives and Policies.
- ❖ Ask the Planning Board - Did we get the vision right?

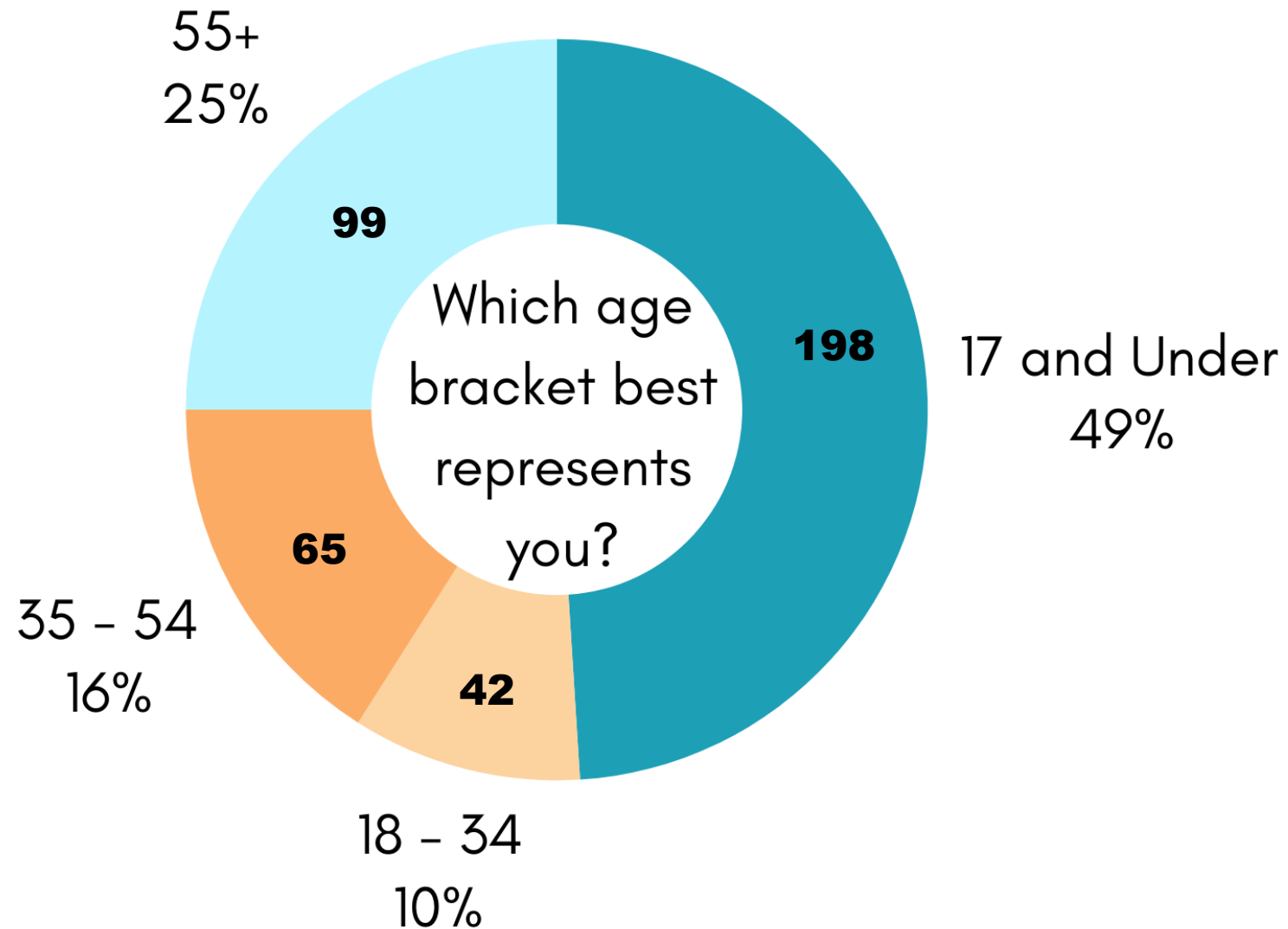
Public Engagement: 8 Public Meetings and an Online Survey

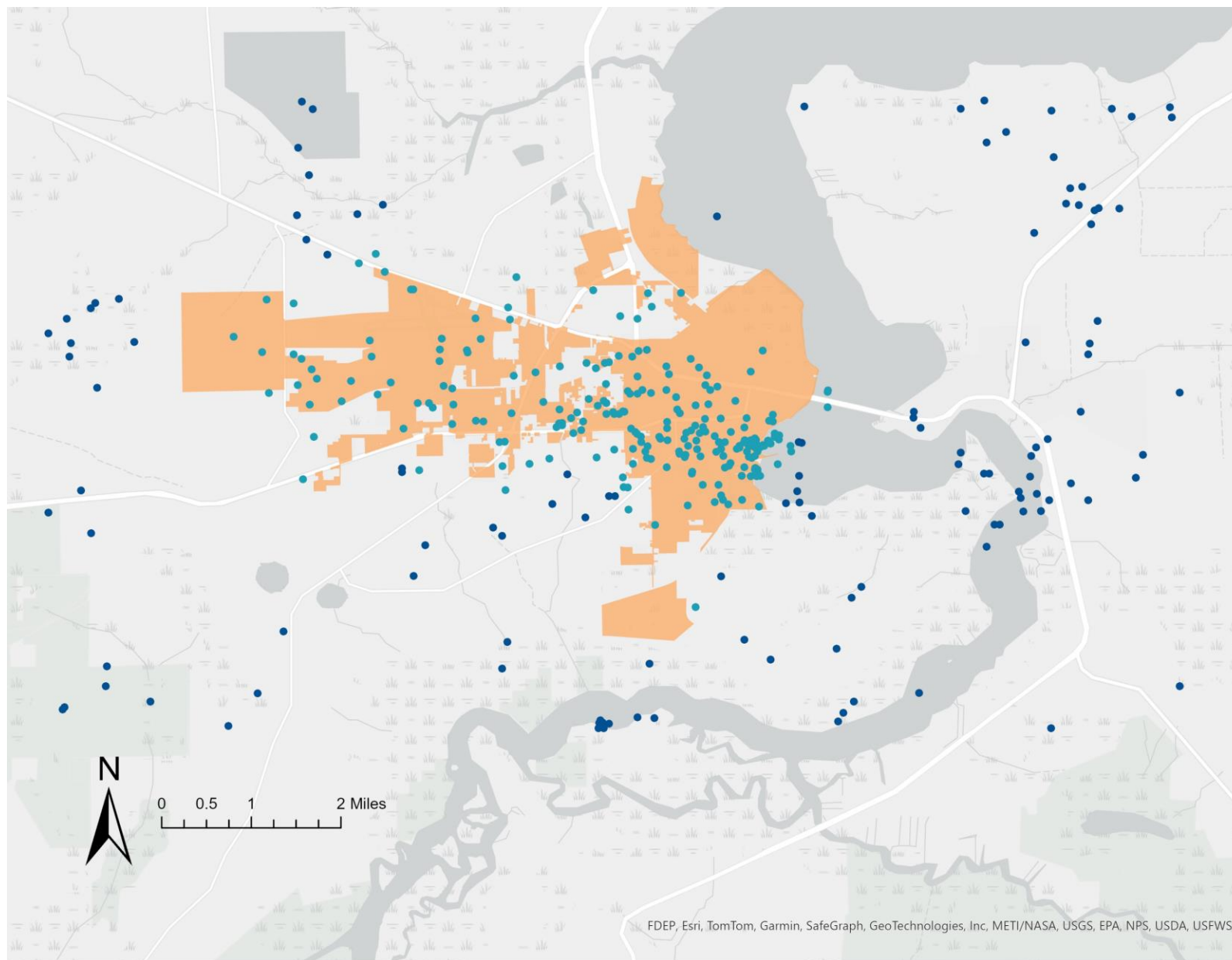
- ❖ **January 23, 2024** - Jenkins Middle School
- ❖ **February 21, 2024** - Ravine Gardens Park
 - ❖ Online Survey Launched (Open for 13 weeks)
 - ❖ Targeted email went out to Palatka Jr. Sr. High School & St. Johns River State College Students
- ❖ **March 7, 2024** - St. Johns River State College
- ❖ **May 25, 2024** - Blue Crab Festival Pop-Up Event
- ❖ **June 12, 2024** - Jenkins Middle School
- ❖ **August 6, 2024** - Draft Vision Plan Presentation to the Planning Board
- ❖ **August 12, 2024** – Draft Vision Plan Presentation to the City Commission
- ❖ **August 26, 2024** – Final Vision Plan Presentation to the City Commission

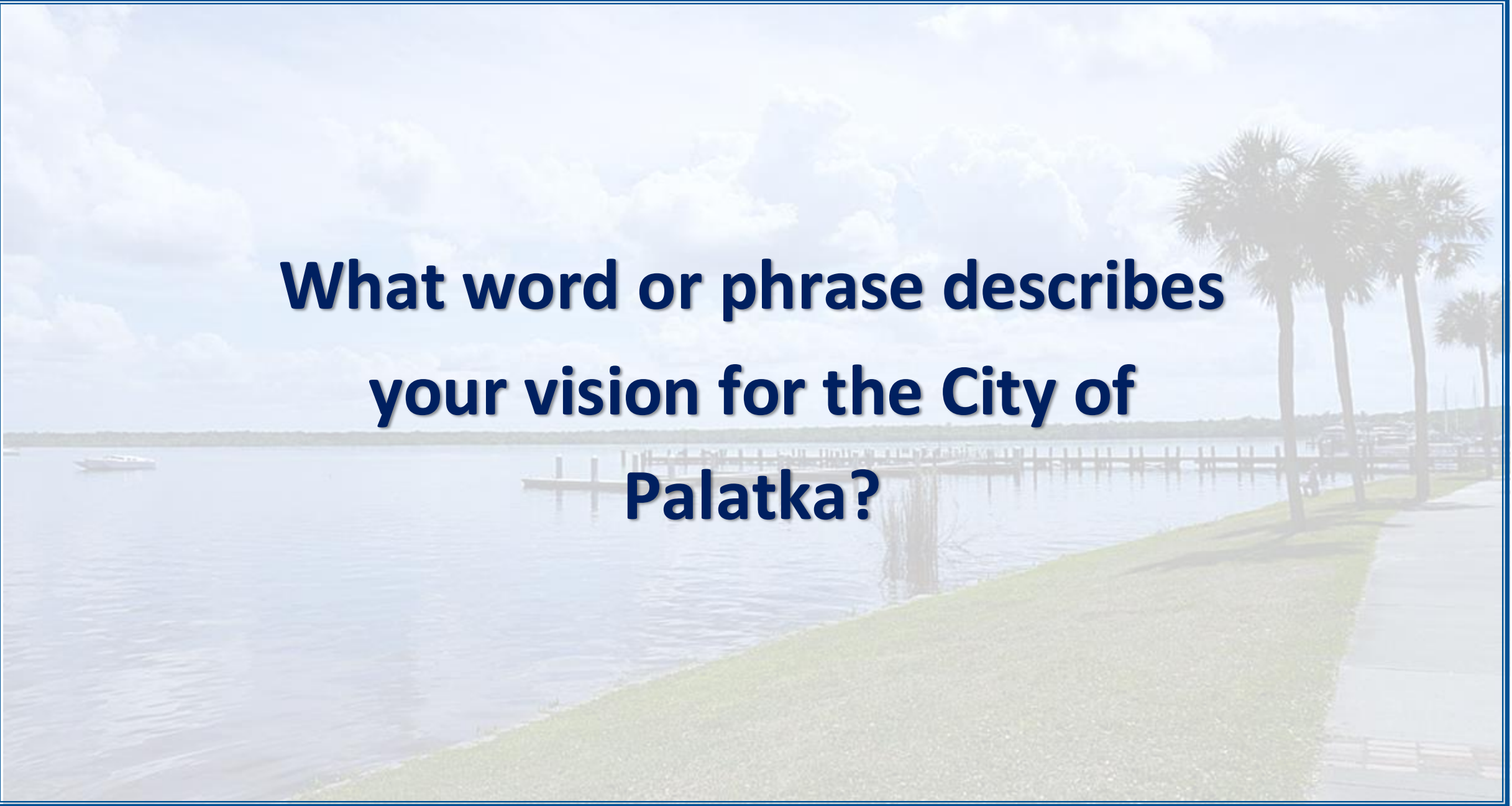


SURVEY RESULTS

Age Breakdown







**What word or phrase describes
your vision for the City of
Palatka?**

Equality Preserving the Past Rich
Wild Amazing Waterfront Attraction Peaceful
Crowded Family Friendly Proud Historic Affordable
Forward Thinking Good Beautiful Thriving River City
Renewal Boring Small Town Progressive
Fun Safe Small Growing Revitalize Great
Art Lame Successful Old Potential Better Change
Hometown Quaint Clean
Destination Vibrant Poor Community
Thriving Downtown Hope Sustainable Traditional
Cool Bigger Walkable Modern Charming
Interesting Middle Class Education

Age Defines Style



Historic Design



Contemporary Design

- There is a strong preference for historic design
- Youth preferred contemporary design
- Youth put less of an emphasis on preserving historic structures

People want Affordable Housing

- Tiny homes, garage apartments, and in-law suites ranked the highest
- The City should incentivize private developers to build affordable housing
- There was a desire for more affordable smaller housing units that may be suited for higher density
- People expressed a liking for a low-density look.



**Tiny Homes, Garage Apartments,
& In-Law Suites**

People want Parks



Passive Parks

Passive parks ranked the highest among community development elements.

People want high quality public spaces that include passive parks, active parks, community-based resources (i.e. community center), and active waterfront.

This confirmed the community's desire for more amenities in the Palatka.

People want Additional River Access



Motorized River Access



Non-Motorized River Access

- Youth preferred motorized river access
- Survey participants showed a preference for both motorized and non-motorized river access

People want Diverse Commercial Development



- There was a preferences to incentivize commercial activity to promote variety in shopping and employment.
- Respondents expressed a desire for reactivating/improving the mall, adding a major retailer, and developing a movie theater.

People want More Public Art & Cultural Events



People want more public art and cultural events mostly downtown or in neighborhoods across the City.

People want Pedestrian Friendly Infrastructure & Lighting



**Pedestrian & Bike
Friendly Infrastructure**



Street Lighting

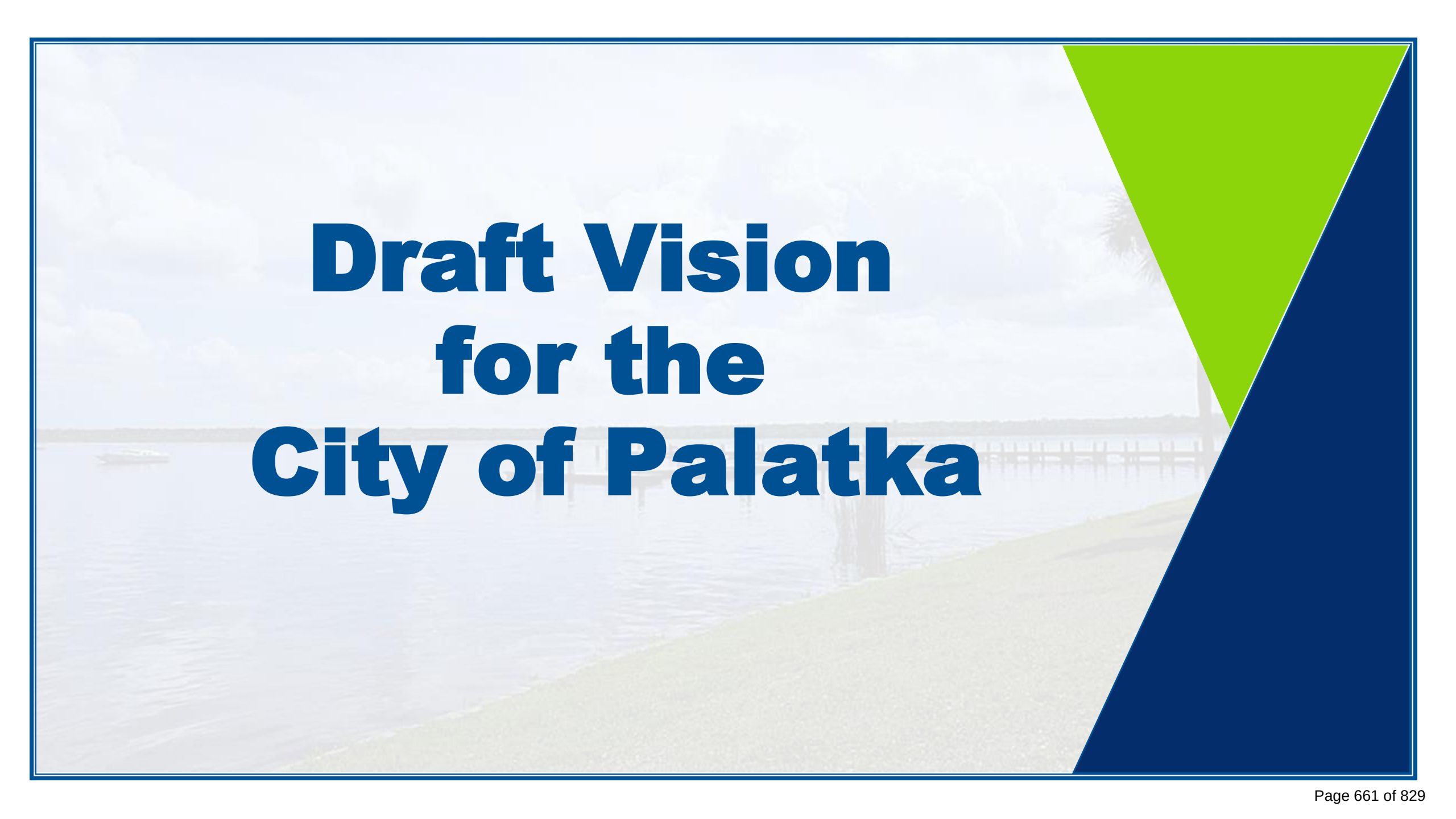
People want to Conserve the Natural Environmental



Conserve Wetlands



Bio-Swales



Draft Vision for the City of Palatka

Focus on Infill Development

"Provide financial and in-kind incentives to promote higher density residential in the downtown core"



Support Historic Land Uses

"Want to see higher density residential, allow landowners to rezone easily to create duplexes and more multi-family properties to offer more affordable housing"



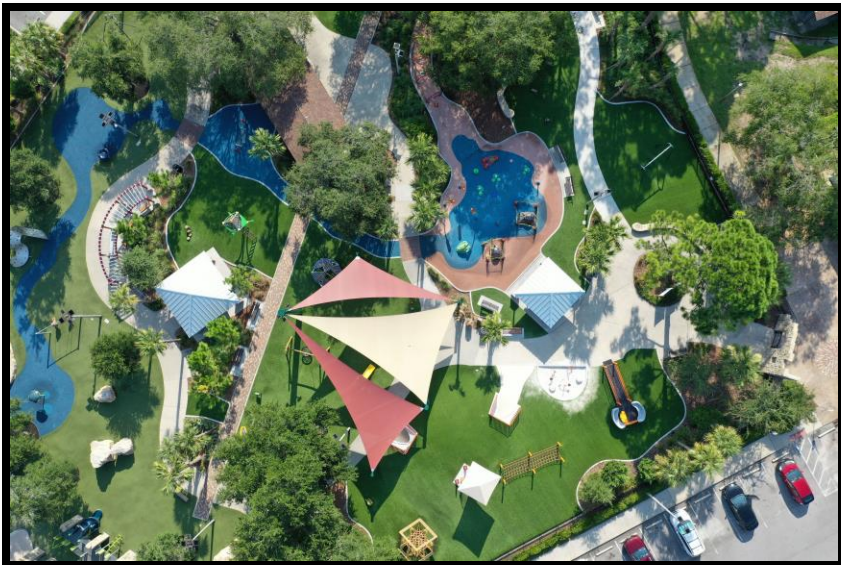
Support Historic Land Uses

"Historic buildings renovated to have small business spaces open"

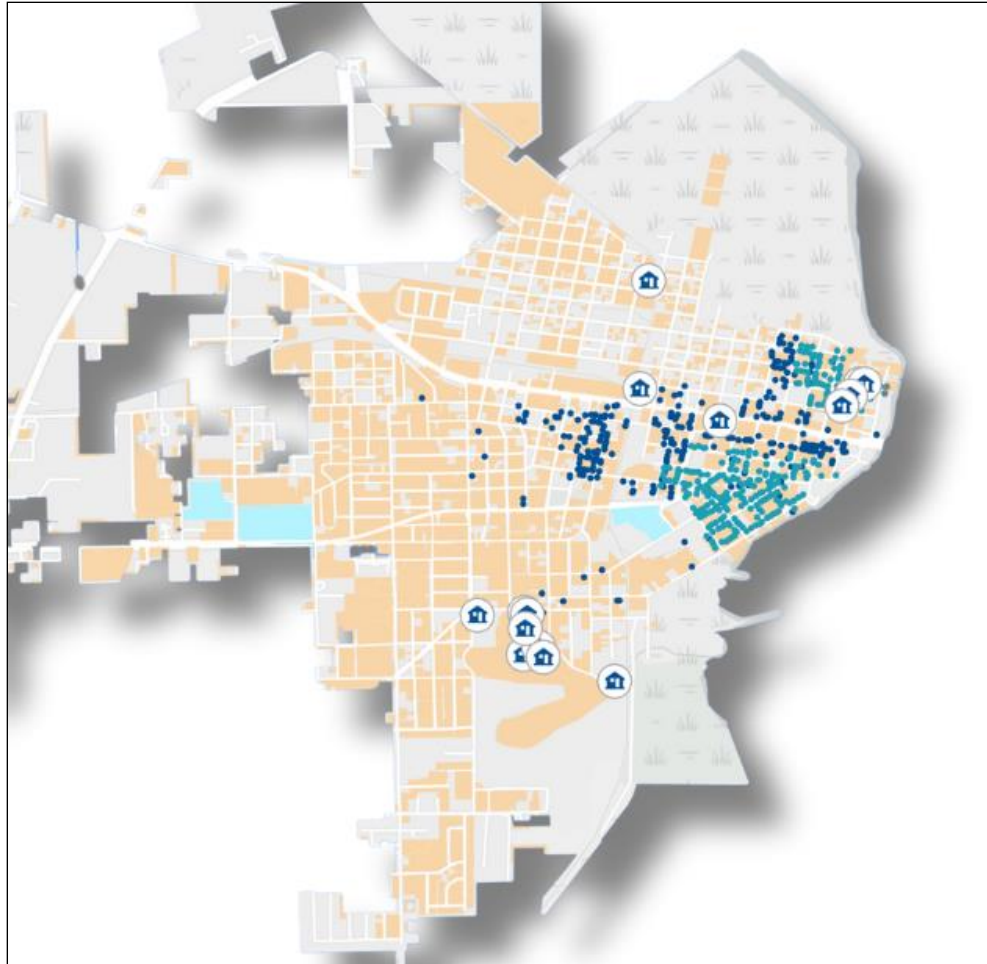


High Quality Public Spaces

"Need a variety of different types of parks."



High Quality Public Spaces



Conduct historic surveys on remaining neighborhoods

-  Property Eligible for National Register of Historic Places Designation
-  Potential Contributor to a Historic District
-  Property in Florida Master Site File - Not Yet Evaluated
-  Property 50+ Years Old
-  Historic Cemetery

Multimodal Infrastructure

"Bicycle-friendly planning, please! We have the opportunity to attract fabulous outdoors-oriented visitor"



Multimodal Infrastructure

- Encourage future transit by supporting walkability now



Source: <http://ccc-consult.objective.com>

Objectives and Policies Corresponding Vision Comments

Appendix A: Objectives and Policies Corresponding Vision Comments

Themes were identified through public engagement that included meetings and an online survey. These themes have been organized into the Comprehensive Plan elements and their corresponding objectives and policies. This document can assist planners in potentially updating the City of Palatka's Comprehensive Plan.

Theme: Future Land Use

Table 1: Downtown Revitalization

Summary of Comments	Corresponding Objective and Policy in Comprehensive Plan	Element	Objective	Policy	Notes
Assist new businesses within downtown through a Central Business District to promote high density and intensity use downtown.	Yes	Future Land Use and Traffic Circulation	Objective A.1.2., and Objective B.1.1.	Policy A.1.2.1. and Policy B.1.1.3.	These policies include guidance on the three Tax Increment Finance (TIF) Districts within the City including the Central Business District, the sunset in 2043, and encouraging coordinated review with State and County governmental entities regarding existing standards to address traffic flow within the Central Business District.
Provide financial and in-kind incentives to promote higher-density residential development in downtown areas.	Yes	Future Land Use	Objective A.1.6. and Objective A.1.9.	Policy A.1.6.1. and Policy A.1.9.3(A)(2).	Policies provide incentives for direct development of infill areas and the allowance of residential uses at an overall density of 20 units per acre in Downtown Zoning Districts.
Riverfront activation and development is	No				Several comments addressed riverfront activation. No objectives



Did we miss anything?

Thank You



Monica Dominguez



904-537-8554



PalatkaPlan@nefrc.org



www.nefrc.org



**ADOPT RESOLUTION 2024-R-150 awarding ITB 2024-12 City of Palatka Restroom Construction, Hank Bryan Park to ER Rooter, Inc. in an amount not to exceed \$73,000
(continued from the August 8th meeting)**

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request authorization to award ITB 2024-12 City of Palatka Restroom Construction, Hank Bryan Park to ER Rooter, Inc. in an amount not to exceed \$73,000.

BACKGROUND

On May 23, 2024 the City of Palatka issued ITB 2024-12, City of Palatka Restroom Construction, Hank Bryan Park to construct and permit a complete restroom facility at 450 S. 14th Street, Palatka, FL 32177. Bids were opened on June 28, 2024 with four bids being received. Public Works staff recommends award to ER Rooter, Inc. the lowest most responsive bidder in an amount not to exceed \$73,000. Project was budgeted in FY 23-24 using GL 101-18-519-6-6457.

On August 8, 2024 the Commission was presented Resolution 2024-R-150. The Commission tabled the item to September 3, 2024 to allow Staff opportunity to bring back photographs of what the proposed bathroom will look like.

PROJECT ANALYSIS

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-150 awarding contract with ER Rooter Inc for the Hank Bryan Restroom project.
2.	CONTRACT FOR SERVICES ITB 2024-12- FINAL
3.	Bid Tab Executed
4.	ER ROOTER BID COMPLETE
5.	FLOOR ELEVATIONS
6.	HANK BRYAN PARK siteplan-Model
7.	picture

RESOLUTION NO. 2024-R-150

**A RESOLUTION AUTHORIZING AWARD OF ITB 2024-12
AND EXECUTION OF A CONTRACT WITH ER ROOTER,
INC IN AN AMOUNT NOT TO EXCEED \$73,000 USING FY
23-24 BUDGETED FUNDS FOR THE HANK BRYAN
RESTROOM PROJECT; AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, on May 23, 2024 the City of Palatka issued ITB 2024-12, City of Palatka Restroom Construction, Hank Bryan Park (THE PROJECT), received bids on June 28, 2024; and

WHEREAS City staff has recommended award to ER Rooter, Inc. as the most responsive bidder at \$73,000; and

WHEREAS, the City deems it reasonable and necessary to award ITB 2024-12 and execute a contract and approve funding the **Project**.

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

1. That the Mayor and City Clerk are hereby authorized to execute and attest a Construction Agreement for an amount not to exceed \$73,000 with ER Rooter, Inc. for the PROJECT.
2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which of not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September, 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



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

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

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

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

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

CONTRACT FOR SERVICES ITB 2024-12

City of Palatka Restroom Construction, Hank Bryan Park

This Contract is made as of the _____ day of _____, 20__, by and between City of Palatka, a Political Subdivision of the State of Florida, hereinafter referred to as the CITY, and ER ROOTER, INC a Corporation authorized to do business in the State of Florida, hereinafter referred to as ER ROOTER, INC, whose Federal I.D. is _____. In consideration of the mutual promises contained herein, the CITY and ER ROOTER, INC. agree as follows:

ARTICLE 1 – SCOPE OF WORK AND CONTACTS

ER ROOTER, INC. responsibility under this Contract is to provide services to construct and permit a complete restroom facility, including all utility terminations at Hank Bryan Park, located at 450 S. 14th St, Palatka, FL 32177, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

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

ER ROOTER, INC. representative/liaison during the performance of this Contract shall be Elio Rodriguez 5220 Helm Ave, Jacksonville, FL 32244.

ARTICLE 2 - SCHEDULE

ER ROOTER, INC. shall commence services after the execution of a notice to proceed and complete all services no later than 120 days after the issuance of a Notice to Proceed. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS ER ROOTER, INC.

- A. The total amount to be paid by the CITY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Seventy-Three Thousand Dollars (\$73,000.00). ER ROOTER, INC. shall notify the CITY's representative in writing when 90% of the "not to exceed amount" has been reached.
- B. ER ROOTER, INC will bill the CITY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the

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

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

ER ROOTER, INC represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required

herein under shall be performed by ER ROOTER, INC or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in ER ROOTER, INC key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective. ER ROOTER, INC warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of ER ROOTER, INC personnel (and all Subcontractors), while on CITY premises, will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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

A. Commercial General Liability:

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

and Agents” as an Additional Insured. A copy of the endorsement shall be provided to CITY upon request.

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

ER ROOTER, INC shall maintain Workers’ Compensation & Employer’s Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability:

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

D. Waiver of Subrogation:

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

E. Certificates of Insurance:

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

ARTICLE 11 - INDEMNIFICATION

ER ROOTER, INC shall protect, defend, reimburse, indemnify and hold CITY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss,

cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of ER ROOTER, INC.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 – GOVERNING LAW

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

ARTICLE 21 - NONDISCRIMINATION

The CITY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. ER ROOTER, INC warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract. As part of such compliance, ER ROOTER, INC shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall ER ROOTER, INC retaliate against any person for reporting instances of such discrimination. ER ROOTER, INC shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY'S relevant marketplace in City of Palatka. ER ROOTER, INC understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. ER ROOTER, INC shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by ER ROOTER, INC of the CITY'S notification of a contemplated change, ER ROOTER, INC shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect ER ROOTER, INC ability to meet the completion dates or schedules of this Contract. If the CITY so instructs in writing, ER ROOTER, INC shall suspend

work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change. If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and ER ROOTER, INC shall not commence work on any such change until such written amendment is signed by ER ROOTER, INC and approved and executed on behalf of City of Palatka.

ARTICLE 26 - NOTICE

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

With copy to: City of Palatka Attorney's Office, 201 N. 2nd Street, Palatka, FL 32177

If sent to ER ROOTER, INC notices shall be addressed to:

ER ROOTER, INC:

Elio Rodriguez

ER ROOTER, INC

5220 Helm Avenue

Jacksonville, FL 32244

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 29 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, ER ROOTER, INC certifies that it, its affiliates, suppliers, subcontractors and ER ROOTER, INCs who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if ER ROOTER, INC is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the CITY.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, ER ROOTER, INC certifies that it, its affiliates, suppliers, subcontractors and ER ROOTER, INCs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in

Cuba or Syria. If the CITY determines, using credible information available to the public, that a false certification has been submitted by ER ROOTER, INC, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 30 - PUBLIC RECORDS

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

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

ARTICLE 31 - COUNTERPARTS

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

ARTICLE 32 - E-VERIFY - EMPLOYMENT ELIGIBILITY

ER ROOTER, INC warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ER ROOTER, INC subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. ER ROOTER, INC shall obtain from each of its subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. ER ROOTER, INC shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period. CITY shall terminate this CONTRACT if it has a good faith belief that ER ROOTER, INC has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that ER ROOTER, INC subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, CITY shall notify ER ROOTER, INC to terminate its contract with the subcontractor and ER ROOTER, INC shall immediately terminate its contract with the subcontractor. If CITY terminates this CONTRACT pursuant to the above, ER ROOTER, INC shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, ER ROOTER, INC shall also be liable for any additional costs incurred by CITY as a result of the termination.

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

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, on behalf of

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

Signature

Date

Print Name

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

**STATE OF FLORIDA
COUNTY OF PUTNAM**

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

My commission expires:

Notary Public



Attest: City Of Palatka Clerk:

Sunni Krantz, City of Palatka Clerk

City of Palatka Mayor:

Roberta Correa, City of Palatka Mayor

Contractor:

Signature

Company:

Name (print):

Company:

Title:

Approved as to Form And Legal Sufficiency.

By:

Jane West, City of Palatka Attorney

EXHIBIT "A" SCOPE OF WORK

Scope of Work

Description of Work

PART 1 THE WORK AND ITS PERFORMANCE

1.01 CHARACTER OF THE WORK

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

1.02 DESCRIPTION OF THE PROJECT

A. The project title is: **CITY OF PALATKA TURF MAINTENANCE**

B. The Work consists of furnishing all labor, equipment, and materials for the following:

construct and permit a complete restroom facility, including all utility terminations at Hank Bryan Park, located at, **450 S 14th St, Palatka, FL 32177**. Any necessary engineering, drawings, permitting, inspections, materials, and equipment rentals to be included

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

PART 2 WORKING HOURS

1.01 GENERAL

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

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

1.02 REIMBURSEMENT FEES

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

- | | |
|-------------------------------|-------|
| A. Project Manager | \$130 |
| B. Construction Administrator | \$100 |
| C. Engineer | \$95 |
| D. Administrative Assistant | \$65 |

PART 3 ABBREVIATIONS

3.01 ORDINANCES, REGULATIONS, STANDARDS, AND CODES

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

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

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

American Concrete Institute (ACI)

American Institute of Steel Construction

(AISC) American Iron and Steel

Institute (AISI) American National

Standards Institute (ANSI) American

Standards Association (ASA)

American Society of Mechanical Engineers

(ASME) American Society of Testing and

Materials (ASTM) American Water Works

Association (AWWA) American Welding

Society (AWS)

Anti-Friction Bearing Manufacturer's Association (AFBMA)

Building Officials and Code Administrators International, Inc.

(BOCA) Construction Specifications Institute (CSI)

Federal Specifications (FS)

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

Florida Department of Traffic Design Standards Latest English Edition

(FDOT Index) National Bureau of Standards (NBS)

National Electrical Manufacturer's Association

(NEMA) National Fire Protection Association (NFPA)

Portland Cement Association (PCA)

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

Steel Structures Painting Council (SSPC)

Southern Standards Building Code

(SSBC) Underwriters' Laboratories, Inc.

(UL)

United States of America Standards Institute (USASI)

Regulations of Florida Industrial Commission Regarding

Safety

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

END OF SECTION



Bid Opening

Job Title: Invitation to Bid (ITB) NO. 2024-12 Hank Bryan Restroom

Dept. General Services

Date: 6/28/2024 3:03 PM

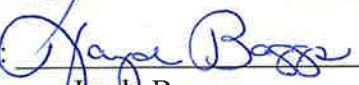
Read by: Jayde Baggs

Recorded by: Kierra Kaymore

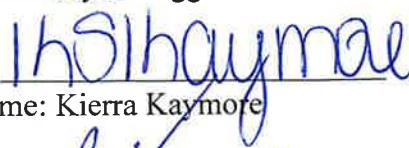
Bidder name/Address	Bid Amount	1 original & 1 digital copy
ER ROOTER 5220 HELM AVE. JACKSONVILLE, FL. 32244	\$73,000	✓
KENT BROS. INC 108 JAX LANE PALATKA FL 32177	\$215,765	✓
ARKEST, LLC 50 N LAURA ST. STE 2500 JACKSONVILLE, FL. 32202	\$166,603.13	✓
C.C. BORDEN CONSTRUCCION. INC 1019 ROSSELLE ST JACKSONVILLE, FL .32204	\$217,383.00	✓

Witness Signature: 

Witness Printed Name: Sunni Krantz

Witness Signature: 

Witness Printed Name: Jayde Baggs

Witness Signature: 

Witness Printed Name: Kierra Kaymore

Witness Signature: 

Witness Printed Name: Joe Verrechio

Submission Requirements

To be considered, bids must include the following information:

1. ☒ Attachment: A - PROPOSER'S CERTIFICATION
2. ☒ Attachment: B – STATEMENT OF VENDOR'S QUALIFICATION
3. ☒ Attachment: C - CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
4. ☒ Attachment: D - CITY OF PALATKA DRUG-FREE WORKPLACE POLICY
5. ☒ Attachment: E – CERTIFICATES AS TO CORPORATE PRINCIPAL (Bid Bond)
6. ☒ Attachment: F – CONTACT INFORMATION AND REFERENCES
7. ☒ Attachment: G – BID PRICING SHEET
 1. ☒ Certificate of Insurance demonstrating general liability, auto, and worker compensation insurance.
 2. ☒ Documentation of workman's compensation coverage.
 3. ☒ No less than two independent references for similar work previously completed.

EL

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Attachment "A"
PROPOSER'S CERTIFICATION

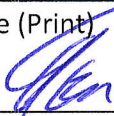
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

The undersigned has read the City of Palatka's **ITB 2024-02**, the other related documents identified in the solicitation, and any Addenda, receipt of all which is hereby acknowledged.

On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my team as its act and deed and that the team is ready, willing, and able to perform.

ELIO RODRIGUEZ

Name (Print)



06/28/2024

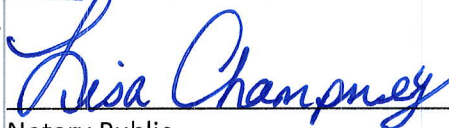
Signature

Date

STATE OF FLORIDA

COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 26 day of June, 2024, and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires: May 3, 27

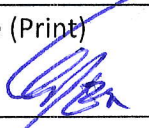


Attachment "B"
STATEMENT OF VENDORS QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- Name of Vendor?
- Permanent main office address?
- Date organized?
- How many years have you been engaged in the contracting business under your present firm or tradename?
- Contracts on hand, (Schedule of these contracts, showing amount of each contract and the appropriate anticipated dates of completion.)
- General character of work performed by your company?
- Have you ever failed to complete any work awarded to you? If so, where and why?
- Have you ever defaulted on a contract? If so, where and why?
- List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- List your major equipment currently owned or leased.
- Experience in work similar to this type of project.
- Background and experience of the principal members of your organization, including the officers.
- Credit currently available: \$ 100000.00
- Bank reference: AMERIS BANK
- Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

- The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

ELIO R RODRIGUEZ
Name (Print)

Signature
06/28/2024
Date

STATE OF FLORIDA

COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 26 day of June, 2024, and is personally known to me, or has provided _____ as identification.




Notary Public
My Commission expires: May 3, 27

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Attachment "C"

PROPOSER'S CERTIFICATION CITY OF PALATKA, FLORIDA SWORN
STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY
CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for (ITB) 2024-12
City of Palatka Restroom Construction, Hank Bryan Park.
2. This sworn statement is submitted by (entity) ER ROOTER INC whose business
address is 5220 HELM AVE, JACKSONVILLE, FL, 32244 and (if applicable) Federal Employer
Identification Number (FEIN) is 464116734 (If a Sole Proprietor and you have
no FEIN, include the last four (4) digits of your Social Security Number: 0030.)
3. My name is and my relationship to the entity named above is ELIO RODRIGUEZ/OWNER
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida
Statutes, means a violation of any state or federal law by a person with respect to and directly
related to the transaction of business with any public entity or with an agency or political
subdivision of any other state or with the United States, including, but not limited to, any
proposal or contract for goods or services to be provided to any public entity or any agency
or political subdivision of any other state or of the United States and involving antitrust, fraud,
theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida
Statutes, means finding of guilt or a conviction of a public entity crime with or without an
adjudication of guilt, in any federal or state trial court of records relating to charges brought
by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or
entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term "affiliate" includes
those officers, directors, executives, partners, shareholders, employees, members, and
agents who are active in the management of an affiliate. The City of Palatka, Florida
ownership by one of shares constituting a controlling income among persons when not
for fair interest in another person, or a pooling of equipment or income among persons
when not for fair market value under a length agreement, shall be a prima facie case that
one person controls another person. A person who was knowingly convicted of a public
entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means
any natural person or entity organized under the laws of the state or of the United States with
the legal power to enter into a binding contract for provision of goods or services let by a
public entity, or which otherwise transacts or applies to transact business with a public entity.

The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

ELIO RODRIGUEZ

Name (Print)

Signature

06/28/2024

Date

STATE OF FLORIDA

COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 26 day of June, 2024, and is personally known to me, or has provided _____ as identification.



Lisa Champney
Notary Public
My Commission expires: May 3, 27

Attachment "D"
CITY OF PALATKA DRUG-FREE WORKPLACE POLICY

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction, require a fine or require satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: ER ROOTER INC
CITY: JACKSONVILLE STATE: FL ZIP CODE: 32244
TELEPHONE NUMBER(S): 9045620671
SIGNATURE: 
NAME (TYPED OR PRINTED): ELIO R RODRIGUEZ TITLE: PRESIDENT
EMAIL: errooter1@gmail.com

Attachment "F"
Contact Sheet and References

Contractor Name: ER ROOTER INC
Contact Name: ELIO RODRIGUEZ
Contact Phone #: 904-562-0671
Address: 5220 HELM AVE, JACKSONVILLE, FL, 32244

Reference 1: (Name and Phone Number)

David O'Donnell, Housing Services Manager
City of Jacksonville | Neighborhoods Department
Office: (904) 255-8208
Email: Dodonnell@coj.net

Reference 2: (Name and Phone Number)

Tony Stimac, PMP Program Manager,
Facilities Clay County Board of Commissioners
Anthony.stimac@claycountygov.com
Office: 904-541-5885



Authorized Contractor's Representative Signature

Date: 06/28/2024

Signature indicates the proposal has a full understanding of the work as described in this Request for Proposal and the intent to complete the work as directed by the City of Palatka.

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Attachment "G"
Public Construction Bond

Bond No. _____

BY THIS BOND, We ER ROOTER INC, as Principal and U S FIRE INSURANCE COMPANY, a corporation, as Surety, are bound to PALATKA CITY, herein called Owner, in the sum of \$ 73000 00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON 06/28/2024, 2024.

ER ROOTER INC _____ (Name of Principal)

By: _____ (As Attorney in Fact)

UNITED STATE FIRE INSURANCE COMPANY

(Name of Surety)

Attachment "H"
BID PRICING SHEET & SPECIFICATIONS

ITB 2024-XX PRICE SHEET				
Primary Items				
Item No.	Qty	Unit	Description	Unit Price
1	1	LS	Construction cost with a guaranteed maximum expense.	\$ 73000.00
Total Proposed Cost				
SEVENTY THREE THOUSAND				

*Please fill all blank cells in the table above.

*Provide any exceptions taken to the specifications in a letter format on company letterhead.

*Re-check your quotations prior to submission. Bids may not be changed after being opened.

Specifications:
<u>NOTE 1:</u>
ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS IN THIS SOLICITATION. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.
<u>NOTE 4:</u>
WHERE APPLICABLE CONTRACTOR SHALL REQUEST AND VERIFY ALL UTILITIES LOCATES WITHIN PROPOSED AREAS OF WORK PRIOR TO THE START OF CONSTRUCTION.

Attachment "I" to ITB 2024-XX
Scrutinized Companies E-Verify Annual Budget and TRIM Approval
Process

1. Scrutinized Companies

- a. In executing this Exhibit, Provider certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor is Provider engaged in a boycott of Israel (as defined in 215.4725, F.S.). Provider agrees, pursuant to section 287.135, F.S. that the Council may immediately terminate this Agreement for cause if the Provider is found to have submitted a false certification or is placed on the Scrutinized Companies that Boycott Israel List, or is found to be engaged in a boycott of Israel during the term of the Agreement.

2. E-Verify

Provider and any subcontractors used to carry out the duties and responsibilities in this contract, must register with and use the E-Verify system (E-Verify.gov) to verify the work authorization for newly hired employees within 3 business days of hire. In the event the E-Verify system is unavailable, Providers and subcontractors will comply with 448.095(2)(c). If applicable, Provider must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States.

3. Annual Budget and TRIM Approval Process

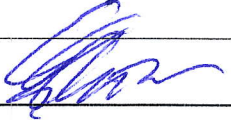
Provider acknowledges that funding for this agreement beyond September 30th, is subject to the City's annual budget and TRIM approval process, as applicable.

Vendor ER ROOTER INC

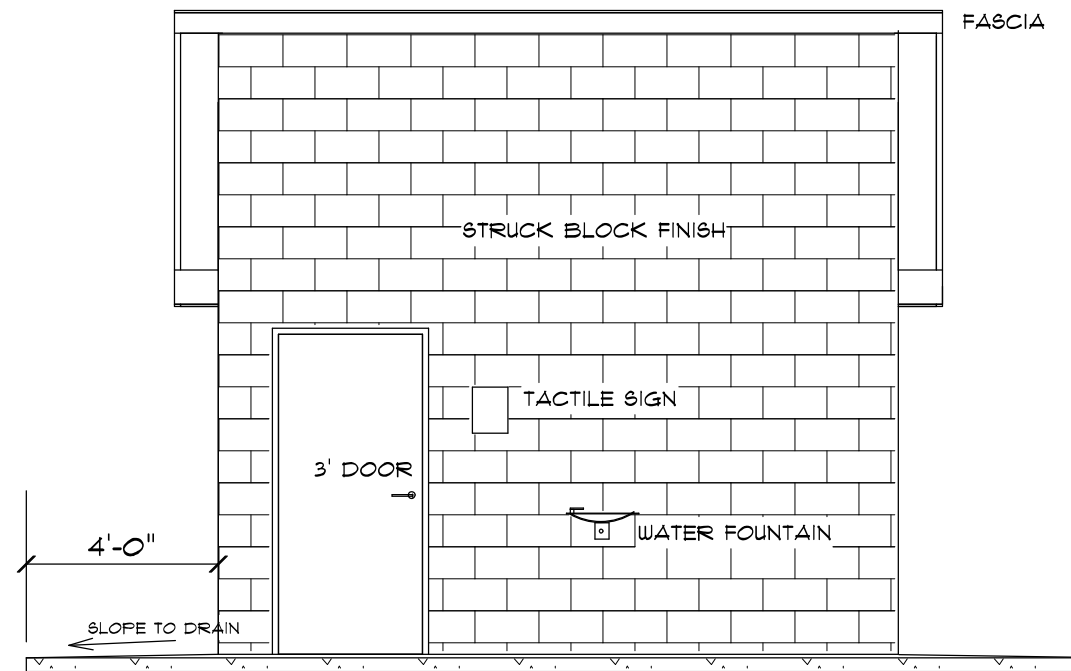
By:

Name: ELIO RODRIGUEZ

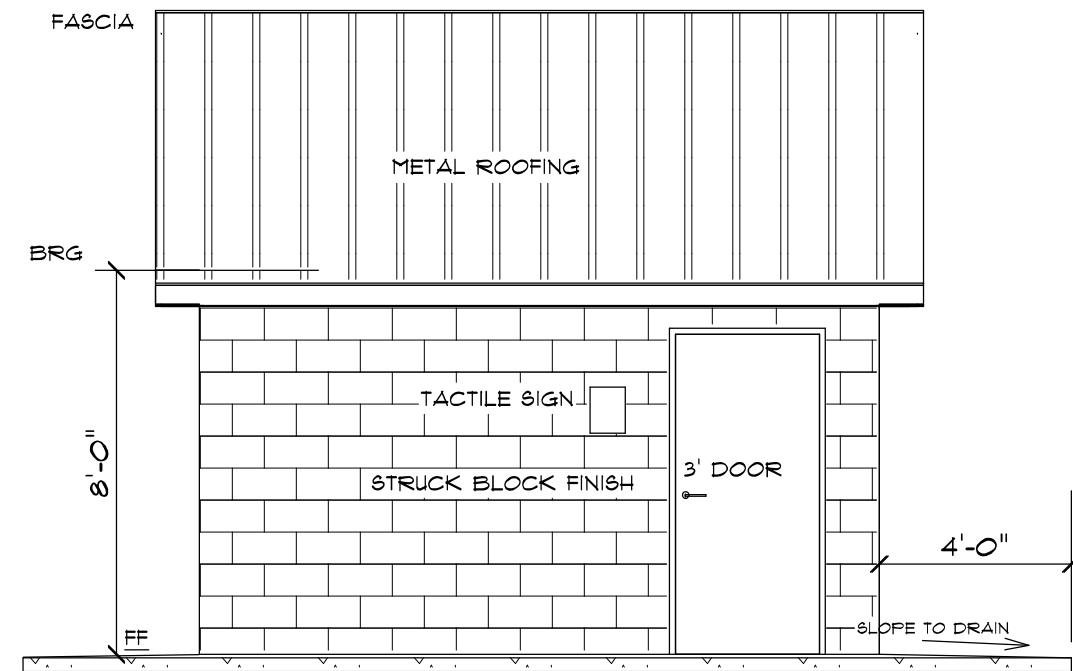
Title: PRESIDENT



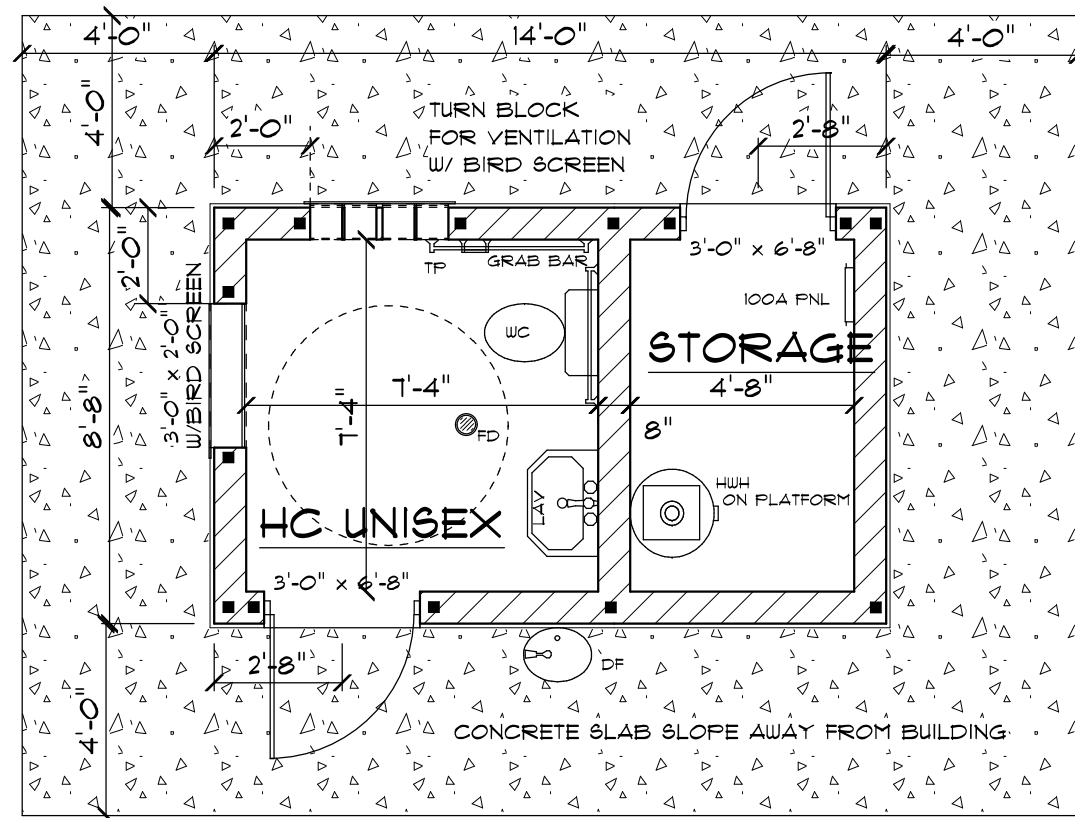
*By signing this Electronic Signature Acknowledgement Form, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.



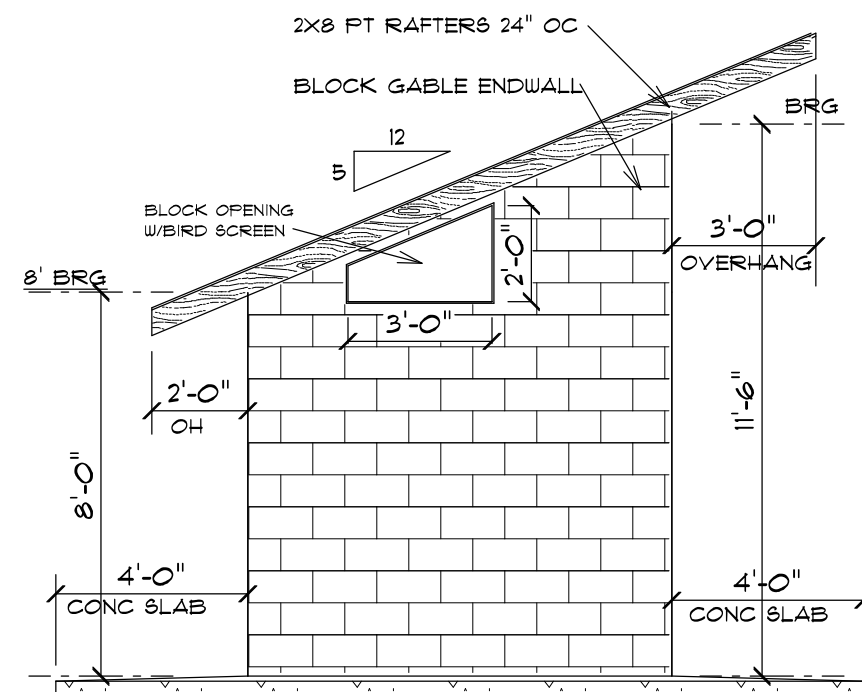
FRONT ELEVATION



REAR ELEVATION



FLOOR PLAN



LEFT ELEVATION

REVISIONS

CITY OF PALATKA
BRYAN PARK
BATH HOUSE

SHEET
1 OF 1

HANK BRYAN PARK

P.O.001-15-562-6-6310.

BOUNDARY AND TOPOGRAPHIC SURVEY

DESCRIPTION PROVIDED BY CLIENT

ALL OF BLOCK 259, ACCORDING TO W.J. WEBB REPLAT, AS RECORDED IN MAP BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

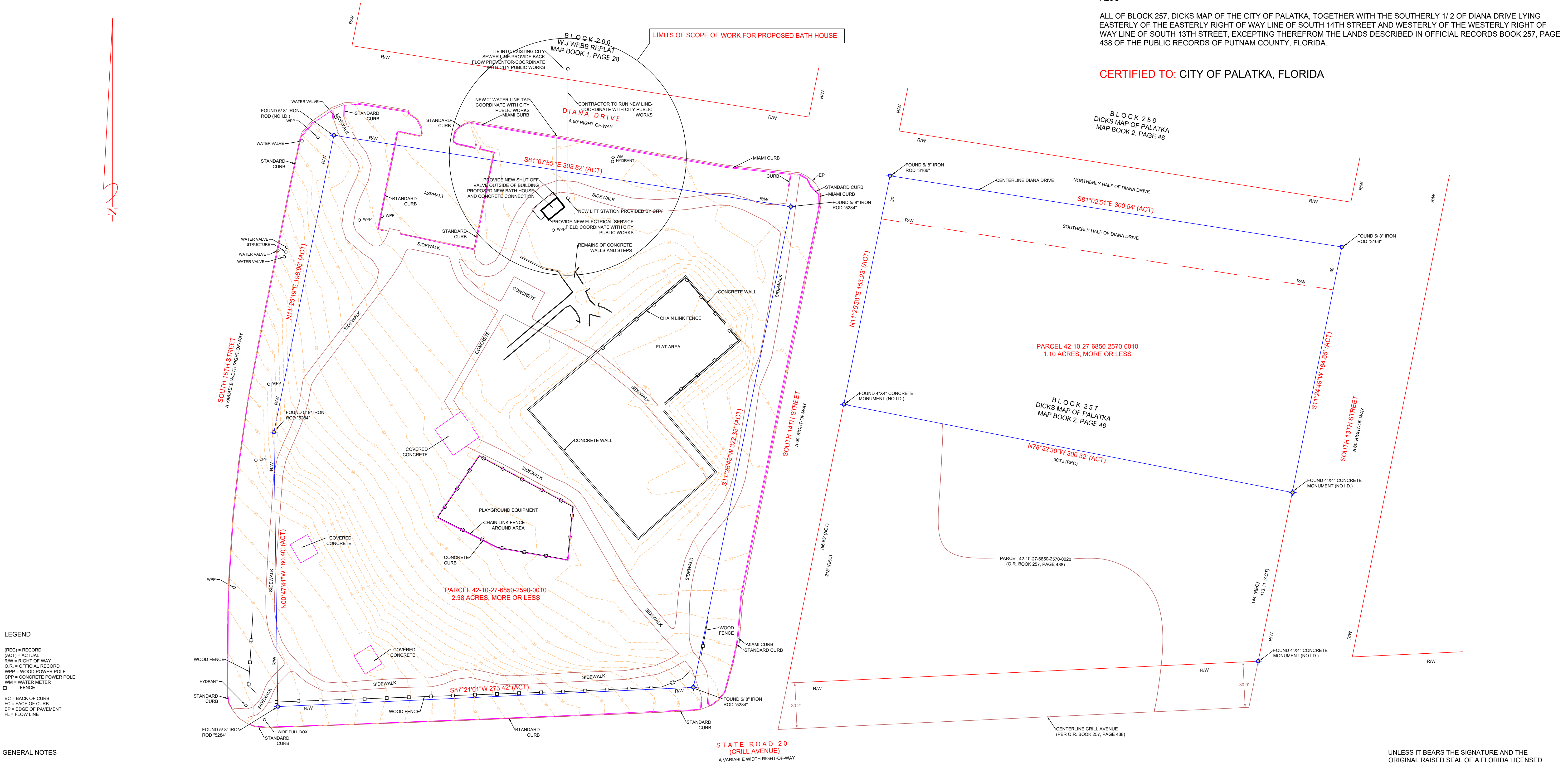
ALSO

A PARCEL OF LAND SITUATED IN SECTION 7, TOWNSHIP 10 SOUTH, RANGE 27 EAST, PUTNAM COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; SAID PARCEL IS SITUATED IN THE CITY OF PALATKA AND BOUNDAD ON THE NORTHEAST BY THE COPP GRANT LINE, THE EAST BY SOUTH 14TH STREET, THE SOUTH BY CRILL AVENUE, AND THE WEST BY SOUTH 15TH STREET.

ALSO

ALL OF BLOCK 257, DICKS MAP OF THE CITY OF PALATKA, TOGETHER WITH THE SOUTHERLY 1/ 2 OF DIANA DRIVE LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH 14TH STREET AND WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF SOUTH 13TH STREET, EXCEPTING THEREFROM THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 257, PAGE 438 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

CERTIFIED TO: CITY OF PALATKA, FLORIDA



LEGEND

(REC) = RECORD
(ACT) = ACTUAL
RW = RIGHT OF WAY
O.R. = OFFICIAL RECORD
WPP = WOOD POWER POLE
CPP = CONCRETE POWER POLE
WM = WATER METER
BC = BACK OF CURB
FC = FACE OF CURB
EP = EDGE OF PAVEMENT
FL = FLOW LINE

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH 15TH STREET AS N11°25'19\"/>
2. CROSS REFERENCE:
BOUNDARY SURVEY BY THIS FIRM DATED APRIL 5, 2021.
BOUNDARY SURVEY BY EARL WALLACE DATED OCTOBER 27, 2017.
3. FIELD DATE: APRIL 27, 2024.
4. 1\"/>
5. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVDS88).

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE)

120 RAINTREE WOODS TRAIL
PALATKA, FLORIDA 32177
PHONE (386) 546-6555
EMAIL: 12SPEAKSOF@GMAIL.COM

STEPHEN SPEAKS, P.S.M. CERT. NO. 6543

From: Del McMillen <dmcmillen@palatka-fl.gov>
Sent: Wednesday, July 12, 2023 3:04 PM
To: Justin Vollenweider <jvollenweider@passero.com>
Cc: Joe Verrechio <JVerrechio@palatka-fl.gov>
Subject: Single occupancy restroom drawing for an ITB

Good afternoon,

Would you be able to provide a proposal to produce a drawing for bid purposes of a single occupancy ADA compliant restroom with a small storage/mechanical chase?

The commission has directed us to build a restroom at Hank Bryan Park and allocated 50k to do so.

Im not super optimistic we can do it for that but maybe we can at least get an idea of what it will cost to complete this project.

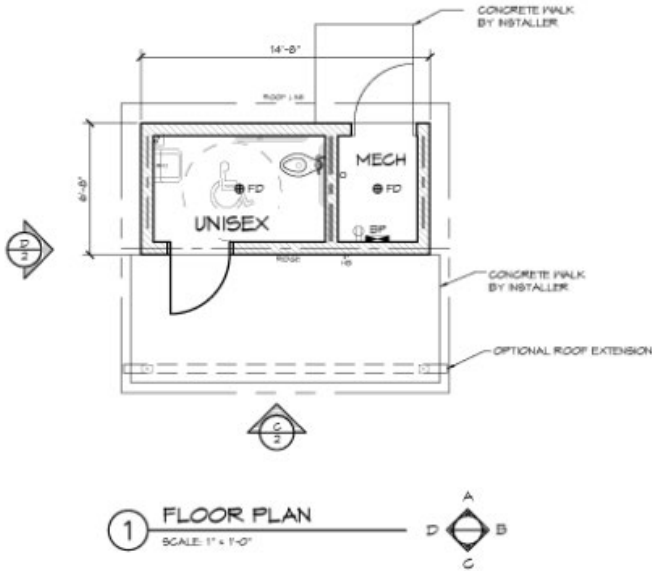
We are looking for something similar to this.

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
-----	GABLE VENT	2
≡≡≡	2x6 FLOOD FILLER WALL	1
	EXTERIOR WALL LIGHTS	2
	INTERIOR WALL LIGHTS	1
	INTERIOR CEILING LIGHTS	1
○	FLOOR DRAIN	2
▽	WALL HYDRANT	1
□	ELECTRICAL OUTLET	1

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE 'SCOPE OF SUPPLY AND SERVICES' LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

WALL TYPE SCHEDULE

8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



ROMTEC

1500 NORTH BANK ROAD - ROSELAND, OR 97132

503.681.1111

PRELIMINARY

© 2018 ROMTEC, INC. ALL RIGHTS RESERVED. THESE PLANS AND DIMENSIONS MAY NOT BE REPRODUCED, ADAPTED OR IN ANY MANNER TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. NO PART OF THESE PLANS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

PROJECT: 3004

DATE: 02/02/18

REVISIONS

TH

1



Thank you!



Del McMillen

Public Works
Director

Tel.: 386-329-0100
ext. 351

[dmcmillen@palatka
-fl.gov](mailto:dmcmillen@palatka-fl.gov)

ADOPT RESOLUTION 2024-R-172 authorizing the execution of the Second Renewal Agreement with RQ Music LLC for the 2025 Blue Crab Festival

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Excercise the second renewal option of the Blue Crab Festival Contract

BACKGROUND

The City of Palatka entered into an agreement with RQ Music on February 16, 2023 (for the 2023 Blue Crab Festival). This contract allowed for 2 renewals. The first renewal was executed on August 24, 2023 for the 2024 Blue Crab Festival.

PROJECT ANALYSIS

The City Manager has negotiated a renewal with RQ Music for the 2025 Blue Crab Festival.

New matters for this year:

- increases the City Sponsorship from 50k to 75k
- increases the number of days from 3 days to include Monday with 4 days
- increases fireworks from 14 minutes to 22 minutes.
- The Festival will extend down the river and only up to 4th street on St Johns
- The markings for booths cannot be permanent and have to be removed with no visible remains or damages
- Fire extinguishers every 75'
- ALS Ambulance service must be on site and in service during the entire festival
- Clarify that the special event permit covers exclusive use of the right-of-way and sidewalks in the area of the permit
- Clarify that all vendors are managed by promoter and vendors must have appropriate paperwork provided by Promoter

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	BLUE CRAB FESTIVAL EVENT ENTERTAINMENT RENEWAL 9-6-24
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2.	2023.08.24 RQ Music LLC Contract Renewal for 2024 Blue Crab Festival Promotion and Production
3.	2023.01.26 RQ Music Blue Crab Festival Event Entertainment Agreement

RESOLUTION NO. 2024-R-172

**A RESOLUTION OF THE CITY OF PALATKA,
AUTHORIZING A SECOND CONTRACT RENEWAL WITH
RQ MUSIC, LLC FOR THE PROMOTION AND
PRODUCTION OF THE 2025 BLUE CRAB FESTIVAL; AND
PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, the City entered into an agreement with RQ Music, LLC on February 16, 2023 for production and promotion of the Blue Crab Festival; and

WHEREAS, the agreement provided for two renewals ;

WHEREAS, the City and RQ Music, LLC first renewed the contract on August 24, 2023; and

WHEREAS, the City Commission finds it is in the best interest of the City of Palatka and its citizens to authorize a second renewal of the contract.

NOW THEREFORE, be it resolved by the City Commission of the City of Palatka, Florida:

1. the Mayor and the City Clerk are hereby authorized to execute and attest a renewal agreement with RQ Music LLC for an amount not to exceed \$75,000 for the promotion and production of the 2025 Blue Crab Festival;
2. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September, 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

BLUE CRAB FESTIVAL EVENT ENTERTAINMENT RENEWAL AGREEMENT

THIS AGREEMENT, entered this 24 day of August 2023, between RQ MUSIC, LLC, a Florida Limited Liability Company, 105 Colon Avenue, St. Augustine, Florida 32084, (hereinafter "RQ MUSIC") and the City of Palatka, a Florida municipal corporation, 201 N. 2 Street, Palatka, Florida 32177, (hereinafter "CITY").

WHEREAS, the City advertised a Request for Proposals for the Production and Promotion of the 2023 Blue Crab Festival ("RFP") and received a response from RQ MUSIC; and

WHEREAS, the aforementioned RFP the City of Palatka awarded to RQ MUSIC on January 26, 2023, included an option for the parties to renew the agreement for two (2) one-year terms;

WHEREAS, the City Commission on June 22, 2023, approved the renewal of the Blue Crab Festival Event Entertainment Agreement to RQ Music for a one-year term;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, RQ MUSIC and the CITY agree as follows:

ARTICLE I – OBJECTIVE

RQ MUSIC hereby agrees to perform the following for the City: The Promotion and the Production of the 2024 Blue Crab Festival Weekend Event for May 24, 2024, May 25, 2024, and May 26, 2024, on the City Downtown Riverfront Area, Palatka, Florida 32177, including, but not limited to, contracting vendors (food trucks, farmers market, small businesses), amusement, onsite production, all talent (including travel and hotel accommodations)/sound/stage lights, signage, creative design: website/graphic art-design/merchandise production. Onsite Delivery: Daily coordination of the Full Festival, including but not limited to proper permitting, accounting for expenditure of funds provided by the City (subject to an audit); providing volunteer/ paid employees and specifying their duties. Post Event Duties: Within five (5) days from the conclusion of the event, RQ MUSIC shall attend a closeout/after-action meeting with the City regarding its adherence to the services as set forth in RFP 2023-26 and the services as stated in its bid proposal. These documents are incorporated herein by reference and included as Attachment A.

ARTICLE II – DURATION

This Agreement is valid until the completion of all terms and conditions listed herein are fulfilled, however, no later than July 31, 2024. This Agreement does ***not include*** an automatic renewal clause.

ARTICLE III - RENUNCIATION

The CITY shall pay to RQ MUSIC a maximum event total payment of \$50,000 as "seed" funding for the event, however, ***no*** City funds shall be expended for the purchase of alcoholic beverages. The payment shall be paid **via a City check** within sixty (60) days of the execution of this contract:

- The City shall pay RQ MUSIC up to \$50,000 for the following deliverables:

- Marketing of City of Palatka name and logo as the “Presenting Sponsor”
- 3 nationally known talent/musical groups
- 5 VIP all access passes per City Commissioner
- 10 festival passes per day for City staff
- Intellectual property rights for event memorabilia items will be retained by RQ MUSIC. RQ MUSIC has sole authority to permit the City to utilize the branding and intellectual property rights to event memorabilia and promotional items.
- RQ MUSIC shall timely comply with **all** applicable City Special Events registration requirements as designated by the City and pay all requisite fees.

ARTICLE IV – MISCELLANEOUS TERMS

If RQ Music intends to sell, dispense, or allow the consumption of alcoholic beverages at or during the festival, RQ MUSIC shall secure Indemnity Insurance listing the City as an additional insured in an amount of not less than \$4 million and provide proof of same at least ten (10) days prior to the first day of the festival.

RQ MUSIC is encouraged to utilize local vendors to obtain the lowest responsive pricing for all aspects of promoting, staffing and acquiring needed supplies and materials for the Blue Crab Festival.

ARTICLE V – ADDITIONAL TERMS

1. **INDEMNIFICATION:** RQ MUSIC hereby agrees to indemnify the City and to hold the City harmless against any and all claims, action, or demands against the City and against any and all damages for injury to or death of any person and for loss of or damage to any and all property arising out of the negligent acts, errors or omissions of RQ MUSIC under this Agreement. RQ MUSIC shall not be held responsible for any claims caused by the negligence of the City.

2. **IN THE EVENT AN ACT OF GOD, TRANSPORTATION FAILURE, WAR OR PANDEMIC/ILLNESS makes it impossible or reasonably impractical to hold the festival,** the obligations of RQ Music under this Agreement to promote and produce the festival and any unfulfilled obligations of the City shall be deemed cancelled and terminated without any further liability with respect thereto on the part of either party to the other. Any funds which had been supplied to RQ Music by the City under this contract and which, as of the date of said cancellation, had not been expended toward the promotion or production of the event shall be returned to the City. In the event RQ MUSIC fails without just cause to promote or produce the festival as contemplated herein, all money paid by the City to RQ Music in accord with the terms of this agreement will be full refunded to the CITY. Subject to the “Act of God” clause set forth above, this event will proceed rain or shine and in the event of lightning the onstage performance(s) will be paused until it is deemed safe by RQ MUSIC and the CITY.

3. **EXCUSE FROM PERFORMANCE:** This Agreement made in reliance upon RQ MUSIC and the CITY’S good reputation for the prompt discharge of obligations. In the event that RQ MUSIC or the CITY shall default in the performance of any obligation under any Agreement executed whether a principal or agent, RQ MUSIC and the CITY



have the right to terminate this Agreement by In the event either party intends to claim or declare a default by the other in performing the terms of this agreement, said Party shall give notice to the other in writing. The Party receiving Notice of Intent to Declare a Default, shall then have ten (10) days, to attempt, should they deem it appropriate, to correct or remedy the condition giving rise to the declaration of default before a Default may be officially declared. All Notices called for or to be provided under this agreement shall be provided to the following:

To CITY:

Eddie Cutwright, Director
Community Affairs Department
205 N. 2nd Street
Palatka, Florida 32177
386-329-0100

To RQ MUSIC:

Jeanette Salyer
RQ MUSIC, LLC
105 Colon Avenue
St. Augustine, Florida 32218
352-551-8985
904-325-5660

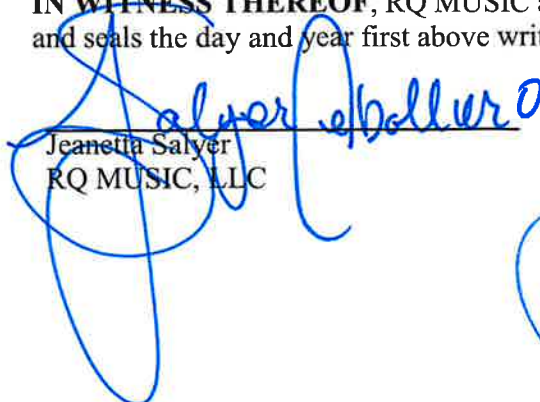
4. CONSTRUCTION: Jurisdiction and venue shall be governed by the laws of the State of Florida, and venue for all actions in a court of competent jurisdiction shall lie in Putnam County.

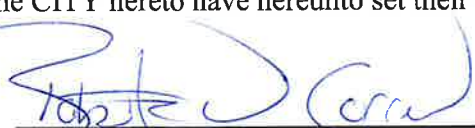
5. WAIVER: No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by RQ Music of the same, or any other provision or the enforcement thereof.

6. SEVERABILITY: Should any phrase, word or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration or illegality and/or invalidity shall not affect the remainder hereof.

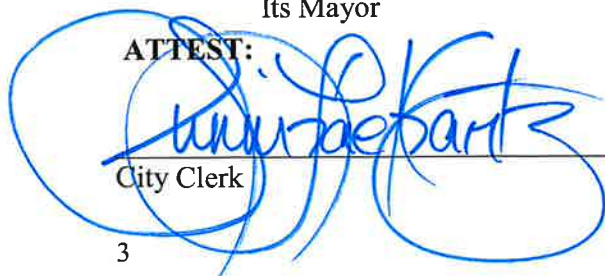
7. ENTIRE AGREEMENT – MODIFICATION: No statements, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between RQ MUSIC and the CITY or be binding upon any of them. RQ MUSIC and the CITY acknowledge that this Agreement contains the entire understanding and Agreement between them. No modifications hereof shall be effective unless made in writing and executed by RQ MUSIC and the CITY hereto with the same formalities as this Agreement is executed.

IN WITNESS THEREOF, RQ MUSIC and the CITY hereto have hereunto set their hand and seals the day and year first above written.


Jeanette Salyer
RQ MUSIC, LLC


The CITY: Roberta M. Correa
Its Mayor

ATTEST:


City Clerk

BLUE CRAB FESTIVAL EVENT ENTERTAINMENT AGREEMENT

THIS AGREEMENT, entered into this 16 day of Feb 2023, between RQ MUSIC, LLC, a Florida Limited Liability company, 105 Colon Avenue, St. Augustine, Florida 32084, (hereinafter "RQ MUSIC") and the City of Palatka, a Florida municipal corporation, 201 N. 2 Street, Palatka, Florida 32177, (hereinafter "CITY").

WHEREAS, the City advertised a Request for Proposals for the Production and Promotion of the 2023 Blue Crab Festival ("RFP") and received a response from RQ MUSIC; and

WHEREAS, the City of Palatka on January 26, 2023, awarded the RFP to RQ MUSIC, and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, RQ MUSIC and the CITY agree as follows:

ARTICLE I – OBJECTIVE

RQ MUSIC hereby agrees to perform the following for the City: The Promotion and the Production of the 2023 Blue Crab Festival Weekend Event for May 27, 2023, May 28, 2023, and May 29, 2023, on the City Downtown Riverfront Area, Palatka, Florida 32177, including, but not limited to, contracting vendors (food trucks, farmers market, small businesses), amusement, onsite production, all talent (including travel and hotel accommodations)/sound/stage lights, signage, creative design: website/graphic art-design/merchandise production. Promotion and Advertising: digital /print/radio ad purchases including strategic out of county and statewide marketing with impression metrics shall be contracted and conducted in strict and complete compliance with the funding and reimbursement guidelines established by the Putnam County Chamber of Commerce (Chamber) to include the Tourist Development Council (TDC), Chamber and the City logos and brands and verification thereof. Failure to adhere to TDC requirements will subject RQ MUSIC to reimburse the CITY for all marketing and advertng expenditures rejected by the TDC due to this noncompliance. All promotion and advertising invoices shall be forwarded to the City within fifteen (15) days of the completion of the advertising and promotion purchases. Onsite Delivery: Daily coordination of the Full Festival, including but not limited to proper permitting, accounting for expenditure of funds provided by the City (subject to an audit); providing volunteer/ paid employees and specifying their duties. Post Event Duties: Within five (5) days from the conclusion of the event, RQ MUSIC shall attend a closeout/after-action meeting with the City regarding its adherence to the services as set forth in RFP 2023-26 and the services as stated in its bid proposal. These documents are incorporated herein by reference and included as Attachment A.

ARTICLE II – DURATON

This Agreement is valid until the completion of all terms and conditions listed herein are fulfilled, however, no later than July 31, 2023. This Agreement does **not include** an automatic renewal clause.

ARTICLE III - RENUMERATION

The CITY shall pay to RQ MUSIC a maximum event total payment of \$75,000.00, as “seed” funding for the event, however, **no** City funds shall be expended for the purchase of alcoholic beverages. The payment shall be paid via a City check:

- The City shall pay RQ MUSIC up to \$75,000, which shall include the \$11,900 value of remaining property, consisting of alcohol, card readers and various other items of miscellaneous festival related property, currently within the possession or control of RQ Music and remaining from the 2022 Blue Crab Festival, thereby reducing the total cash amount due to RQ Music to \$63,100 upon the execution of this Agreement.
- Intellectual property rights for event memorabilia items will be retained by RQ MUSIC. RQ MUSIC has sole authority to permit the City to utilize the branding and intellectual property rights to event memorabilia and promotional items.
- RQ MUSIC shall timely comply with **all** applicable City Special Events registration requirements as designated by the City and pay all requisite fees.

ARTICLE IV – MISCELLANEOUS TERMS

RQ MUSIC will not *contact or solicit* sponsorship funding from any entities/individual listed on Attachment B.

If RQ Music intends to sell, dispense, or allow the consumption of alcoholic beverages at or during the festival, RQ MUSIC shall secure Indemnity Insurance listing the City as an additional insured in an amount of not less than \$4 million and provide proof of same at least ten (10) days prior to the first day of the festival.

RQ MUSIC is granted permission to only utilize the City trademarked Blue Crab logo on all marketing campaign materials, merchandising and art designs solely related to this Agreement and for the promotion of the 2023 Blue Crab Festival.

RQ MUSIC is encouraged to utilize local vendors to obtain the lowest responsive pricing for all aspects of promoting, staffing and acquiring needed supplies and materials for the Blue Crab Festival.

ARTICLE V – ADDITIONAL TERMS

1. **INDEMNIFICATION:** RQ MUSIC hereby agrees to indemnify the City and to hold the City harmless against any and all claims, action, or demands against the City and against any and all damages for injury to or death of any person and for loss of or damage to any and all property arising out of the negligent acts, errors or omissions of RQ MUSIC under this Agreement. RQ MUSIC shall not be held responsible for any claims caused by the negligence of the City.

2. **IN THE EVENT AN ACT OF GOD, TRANSPORTATION FAILURE, WAR OR PANDEMIC/ILLNESS makes it impossible or reasonably impractical to hold the festival**, the obligations of RQ Music under this Agreement to promote and produce the festival and any unfulfilled obligations of the City shall be deemed cancelled and terminated without any further liability with respect thereto on the part of either party to the other. Any funds which had been supplied to RQ Music by the City under this contract and which, as of the date of said cancellation, had not been expended toward the promotion or production of the event shall be returned to the City. In the event RQ MUSIC fails without just cause to promote or produce the festival as contemplated herein, all money paid by the City to RQ Music in accord with the terms of this agreement will be full refunded to the CITY. Subject to the "Act of God" clause set forth above, this event will proceed rain or shine and in the event of lightning the onstage performance(s) will be paused until it is deemed safe by RQ MUSIC and the CITY.

3. **EXCUSE FROM PERFORMANCE:** This Agreement made in reliance upon RQ MUSIC and the CITY'S good reputation for the prompt discharge of obligations. In the event that RQ MUSIC or the CITY shall default in the performance of any obligation under any Agreement executed whether a principal or agent, RQ MUSIC and the CITY have the right to terminate this Agreement by In the event either party intends to claim or declare a default by the other in performing the terms of this agreement, said Party shall give notice to the other in writing. The Party receiving Notice of Intent to Declare a Default, shall then have ten (10) days, to attempt, should they deem it appropriate, to correct or remedy the condition giving rise to the declaration of default before a Default may be officially declared. All Notices called for or to be provided under this agreement shall be provided to the following:

To CITY:

Eddie Cutwright, Director
Community Affairs Department
205 N. 2nd Street
Palatka, Florida 32177
386-329-0100

To RQ MUSIC:

Jeanette Salyer
RQ MUSIC, LLC
105 Colon Avenue
St. Augustine, Florida 32218
352-551-8985
904-325-5660

4. **CONSTRUCTION:** Jurisdiction and venue shall be governed by the laws of the State of Florida, and venue for all actions in a court of competent jurisdiction shall lie in Putnam County.

5. **WAIVER:** No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by RQ Music of the same, or any other provision or the enforcement thereof.

6. **SEVERABILITY:** Should any phrase, word or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration or illegality and/or invalidity shall not affect the remainder hereof.

7. **ENTIRE AGREEMENT – MODIFICATION:** No statements, from whatever source arising, except as expressly stated in this Agreement, shall have

any legal validity between RQ MUSIC and the CITY or be binding upon any of them. RQ MUSIC and the CITY acknowledge that this Agreement contains the entire understanding and Agreement between them. No modifications hereof shall be effective unless made in writing and executed by RQ MUSIC and the CITY hereto with the same formalities as this Agreement is executed.

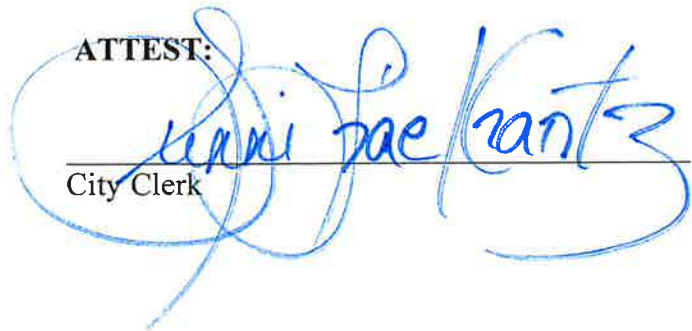
IN WITNESS THEREOF, RQ MUSIC and the CITY hereto have hereunto set their hand and seals the day and year first above written.



Jeanetta Salyer
RQ MUSIC, LLC



The CITY: Roberta M. Correa
Its Mayor

ATTEST:


City Clerk



CONTACT SHEET
RFP 2022- 26
CITY OF PALATKA, FL

Company Name: RQ MUSIC LLC Federal Taxpayer ID: 81-3314031

Name: Jeanetta Cebollero Title: President

Mailing Address: 105 COLON AVE
ST AUGUSTINE FL 32084

Telephone: 352 551 8985 Cell Phone: _____

Email: Ancientcityentertainmentgroup@gmail.com

Vendor Accepts Credit Cards*: ☒ Yes ☐ No (Please Circle)

Accounting Contact:

Name: Nicole Aherron Title: CPA

Email: naaherron@gmail.com

Phone: 904-347-5444

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

ATTACHMENT "A"

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

The undersigned has read the City of Palatka's Request for Proposals (RFP) _____, the other related documents identified in the RFP, and any Addenda, receipt of all which is hereby acknowledged.

On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my team as its act and deed and that the team is ready, willing and able to perform.

Jeannette Sahyer
Name (Print)
[Signature]
Signature Date

STATE OF FLORIDA

COUNTY OF Saint Johns

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21 day of December, 2022 and is personally known to me, or has provided FL DL as identification.



[Signature]
Notary Public
My Commission expires: 8/22/26

ATTACHMENT "B"

CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for Blue Crab Festival Promotion.
2. This sworn statement is submitted by (entity) RQ Music LLC whose business address is 105 COLON AVE ST AUG 32084 and (if applicable) Federal Employer Identification Number (FEIN) is 81-3314031 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: 3397.)
3. My name is and my relationship to the entity named above is Operator / President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power

to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

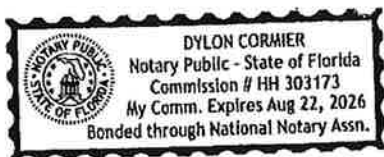
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- ☒ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Jeannette Salzer
Name (Print)
[Signature] 12/21/22
Signature Date

STATE OF FLORIDA

COUNTY OF Saint Johns

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21 day of December, 2022 and is personally known to me, or has provided FL DL as identification.



[Signature]
Notary Public

My Commission expires: 8/22/26

ATTACHMENT "C"

CITY OF PALATKA, DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction, require a fine or require satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: RA Music LLC
CITY: St Augustine STATE: FL ZIP CODE: 32084
TELEPHONE NUMBER(S): 352-551-8985
SIGNATURE: [Signature]
NAME (TYPED OR PRINTED): Jeane Ha Salgar TITLE: Owner / Operator
EMAIL: ancientcityentertainmentgroup@gmail.com

E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: 2022-26

Project Description: Promotion & Production of
Palatka Blue crab festival

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: RQ music LLC

Contact Name (Print): Jeanetta Salzer Ceballos

Authorized Signature: 

Title: President

Date: 12/16/22

PROPOSER'S CERTIFICATION

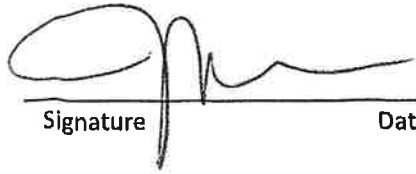
The execution of this Bid Form & Certification by the undersigned acknowledges the receipt of the City of Palatka's Request for Proposals (RFP), other related documents identified in the RFP, and any and all Addenda(s) issued by the City regarding this RFP. I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.

1. I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
2. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.
3. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka, City Manager.

I further certify, under oath, that this qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the City of Palatka or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

RQ music LLC
Name of Business

Jeanetta Salzer
Name (Print)

 12/21/22
Signature Date:

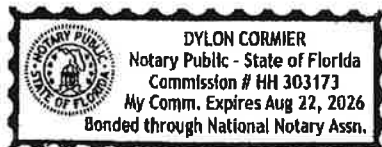
STATE OF FLORIDA
COUNTY OF Saint Johns

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21 day of December, 2022, and is personally known to me, or has provided FL DL as identification.



Notary Public

My Commission expires: 8/22/26



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Palatka 201 N 2nd St Palatka, FL 32177
 Named Insured: rq music llc
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804	CONTACT NAME: MM – Bands & Performing Groups PHONE (A/C, No, Ext): 800-328-2317 FAX (A/C, No): 260-459-5502 E-MAIL ADDRESS: entertainers@kandkinsurance.com PRODUCER CUSTOMER ID:														
INSURED rq music llc 105 Colon Ave Saint Augustine, FL 32084 A Member of the Sports, Leisure & Entertainment RPG	<table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Nationwide Mutual Insurance Company</td><td>23787</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Mutual Insurance Company	23787	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Nationwide Mutual Insurance Company	23787														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W02300011**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		6BRPG0000007644000	02/04/2022 5:22 PM EDT	02/04/2023 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY Excluded GENERAL AGGREGATE \$5,000,000 PRODUCTS – COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007644000	02/04/2022 5:22 PM EDT	02/04/2023 12:01 AM	PRIMARY MEDICAL \$5,000 EXCESS MEDICAL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Type of Group: Musical ensemble (quartet, duo, instrumental); Music Genre: Jazz; Type of Venue: Auditoriums, Outdoor venues, Reception halls
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

City of Palatka
201 N 2nd St
Palatka, FL 32177
(Owner, manager or lessor of a facility where the insured performs)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

TERRILL L. HILL
MAYOR-COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

WILL JONES
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



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

DONALD E. HOLMES
CITY MANAGER

LAUREN R. SHANK
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

VALERIA BLAND THOMAS, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ
INTERIM CITY CLERK

To Whom it May Concern,

The City of Palatka procured RQ Music LLC (*Jeanetta Salyer-Cebollero*) to promote, staff, conceptualize, and produce our 2022 season Blue Crab Festival.

The Blue Crab Festival is a 30-year festival revived from pre-Covid 2019. The City of Palatka Commission voted unanimously to renew our contract with her firm. Her services were prompt, efficient, creative, diligent, and professional. Additionally, she communicated to ensure all parties were on the same page every step of the way.

Bringing this three-day multi-stage event back to life for its first year in production by The City of Palatka was no easy task, yet this RQ Music LLC delivered. In 72 days, RQ Music LLC completed national press marketing, a Palatka branded beverage line with international alcohol partnerships, booked celebrity talent, and hosted a VIP event, a full-scale carnival, and over 140 quality vendors.

RQ Music LLC went above and beyond to coordinate efforts with our city and Emergency Management staff. As a result, we delivered an incident-free, high-quality event with a turnout of over 112,000 people from around the United States.

I'm honored to give RQ Music LLC the highest recommendation based on the caliber of services and scope of services I have witnessed them execute, all while raising the bar of excellence.

Sincerely,



Justin R. Campbell, City Commissioner

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

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

Renee Unsworth
Totally St. Augustine
7 Russell Blvd.
St. Augustine FL 32084
904-315-3762
totallystaugustine@gmail.com

On behalf of:

Ancient City Entertainment
As if 90s Fest
ACE Alliance

This is a letter of support for Ancient City Entertainment, the organizer of the As if 90s Fest, which benefitted ACE Alliance, a north Florida nonprofit organization that is committed to supporting St. Johns and Putnam County's movers and shakers who dedicate their craft and livelihood to the culture of tourism, entertainment and hospitality. ACE Alliance provides fellow artists and industry members disaster relief and wellness impact.

The As If 90s Fest not only brought out-of-county visitors to the event, but also provided income to local talent and businesses in our community. Musicians, area vendors and artisans, event organizers and production assistance were hired for this event, supporting those who live here and who continue to provide arts and entertainment options for those who are visiting our area.

As a local media publication in St. Johns County that promotes events, local businesses, nonprofit organizations and historic attractions, this type of event adds to the cultural experiences in our town. It not only brings people from other areas of Florida, but it also gives people already visiting a reason to stay an extra night.

Social media analytics from posts about the As If 90s Fest from Totally St. Augustine's Facebook and Instagram pages show that thousands of people from all areas of Florida and beyond are seeing the event and learning about things to do in St. Augustine. One video posted on Instagram on the day of the event, May 15, has had 11,184 views. A facebook post with the music lineup had a reach of 4,806.

Events such as the As If 90s Fest also bring a new and different audience to St. Johns County, a younger demographic. It's for these reasons that we support this organization.

Sincerely,

Renee Unsworth

totallystaugustine.com

www.facebook.com/totallystaugustine

instagram.com/totallystaugustine



totallystaugustine
Saint Augustine, Florida

...



totallystaugustine
@ramona_and_the_riot on Saturday,
May 15 at the @asifthe90sfest

5w



doctorg_pt Humanity! ❤️🔥



5w 2 likes Reply



lafra105 Back together again! ❤️



5w 2 likes Reply



belindafitx It was awesome!
Great music! Beautiful weather!



5w 1 like Reply



11,184 views

MAY 16



Add a comment...

Post



Totally St. Augustine
May 15 • 6

TOTALLY RAD MUSIC FESTIVAL at Francis Field! We hope to see you at AS IF! North Florida 90's Fest on Saturday, May 15 from noon to 9 p.m. — with co-headliners Coolio and Sister Hazel! Totally St. Augustine will be there taking photos and enjoying all the 90s music, food trucks, area vendors, and great weather! General admission is \$15. **TICKETS:** www.asifthe90sfest.com/

A portion of the proceeds go the nonprofit ACE Alliance, an organization that helps those in the entertainment industry.



THE 90'S FEST



MUSIC LINEUP

12 p.m. Salt and Pine
12:45 p.m. Space Heaters
Intro by Cathlene Minor
1:30 p.m. Bad Dog Mama
2:30 p.m. NKO
2:40 p.m. Savage Swim Bikini Show
3:20 p.m. Chillula
4:30 p.m. Sailor Jane and The Swell
5:50 p.m. Ken & Drew of Sister Hazel
7 p.m. Ramona & The Riot
7:55 p.m. Spider Monkey
8:30 p.m. Coolio

Performance for Your Post

4,806 People Reached

74 Reactions, Comments & Shares /

48 Like	16 On Post	32 On Shares
10 Love	1 On Post	9 On Shares
7 Comments	0 On Post	7 On Shares
9 Shares	9 On Post	0 On Shares

83 Post Clicks

13 Photo Views	12 Link Clicks /	58 Other Clicks /
--------------------------	----------------------------	-----------------------------

NEGATIVE FEEDBACK

9 Hide Post	0 Hide All Posts
0 Report as Spam	0 Unlike Page

Reported stats may be delayed from what appears on posts



October 22, 2022

Old City Public Relations
206 Azalea Court
St. Augustine, FL 32080
386-237-4500

Dear Ms. Tera Meeks and TDC Council Members,

I am thrilled to recommend Jeanetta Cebollero, co-owner of Ancient City Entertainment, for a seat on the Tourist Development Council. Mrs. Cebollero and I have worked closely over the past few years promoting world-class events held in St. Johns County such as As If! The '90s Fest and Battle of the Datil as well as the Palatka Blue Crab Festival and the new music series, Jazz on the River. Mrs. Cebollero is one of the hardest working people I know. A musician herself, she is passionate about uplifting local artists and has certainly earned the title of "The Hardest Working Woman in Show Business" – or at least here in St. Johns County. Mrs. Cebollero is the first to help put on a fundraiser when a fellow musician is in need. She also makes sure that her events have a fundraising side to them whether it's raising funds for Veterans who would benefit from equine therapy such as with the upcoming Battle of the Datil event held at Tringali Barn at Heritage Farms or the nonprofit that she started herself, Ace Alliance Corp. Ace Alliance Corp assists tourism, hospitality, and entertainment workers in Putnam and St. Johns County in times of crisis, disaster, and emergency. Ace has been the beneficiary of Mrs. Cebollero's highly successful As If! The '90s Fest, which takes place annually at Francis Field in downtown St. Augustine. The final thing that I will leave you with is that Mrs. Cebollero is brilliant when it comes to ideation. She is always coming up with new, forward-thinking event ideas, business ideas, nonprofit ideas, and more to help keep St. Johns County on the map when it comes to increasing tourism in our beautiful area.

Please do not hesitate to contact me with any questions.

Sincerely,

Kara Pound
Owner, Old City Public Relations
kara@oldcitypr.com
386-237-4500

COVER LETTER

Ancient City Entertainment(RQ MUSIC LLC)
has excelled in comparable
markets as delivering top tier talent, national marketing,
event production, and on-site staffing and execution of
large scale community non-profit and for-profit events.
Inclusivity of the community will be an integral component
in our involvement with Palatka.
We look forward to bringing a memorable and
successful experience on all fronts if awarded.

- National Headliners
- Diverse Representation
- Fresh Marketing Tactics and promotion
- Onsite Plan for Safe and Strategic Event Activation

General Liability 1,000,000 policy attached
- Liquor Liability policy provided at time of award once
state licensing per event can be completed

Jeanetta Salyer Owner/Operator RQ MUSIC LLC
DEC 16. 2022



PROPOSAL FOR
PALATKA BLUE CRAB 2023
RESPONSE TO RFP #2022-26

RQ MUSIC LLC
D/B/A ANCIENT CITY ENTERTAINMENT
105 COLON AVE.
SAINT AUGUSTINE FL 32084
ANCIENTCITYENTERTAINMENT.COM
JEANETTA SALTER
352-551-8985
ANCIENTCITYENTERTAINMENTGROUP@GMAIL.COM
EIN: 81-334031

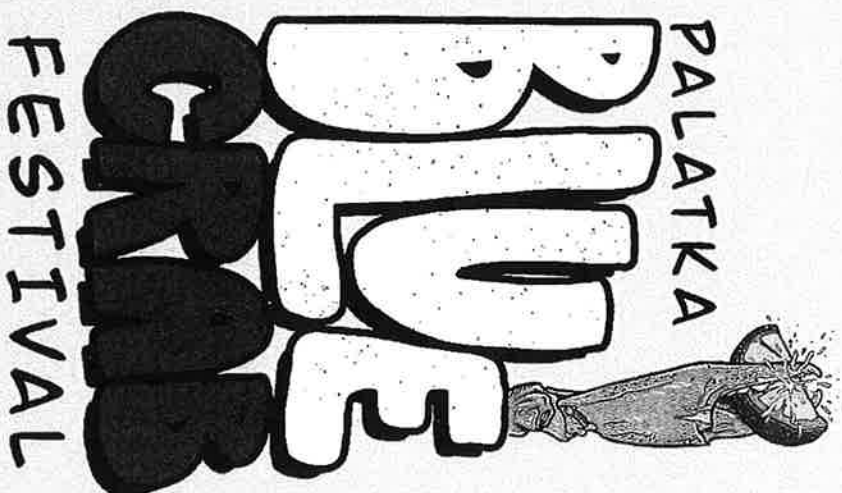
Our Vision

Honoring timelessness;
bringing regional/national attention and
vibrancy through a focus on
celebration, ecology, unity, representation,
& hometown pride.

- STRENGTHS
- SERVICES
- STRATEGY
- SUCCESS

RQ MUSIC LLC
D/B/A ANCIENT CITY ENTERTAINMENT
105 COLÓN AVE.
SAINT AUGUSTINE FL 32084
ANCIENTCITYENTERTAINMENT.COM
JEANETTA SALTER
EIN: 81-3314031

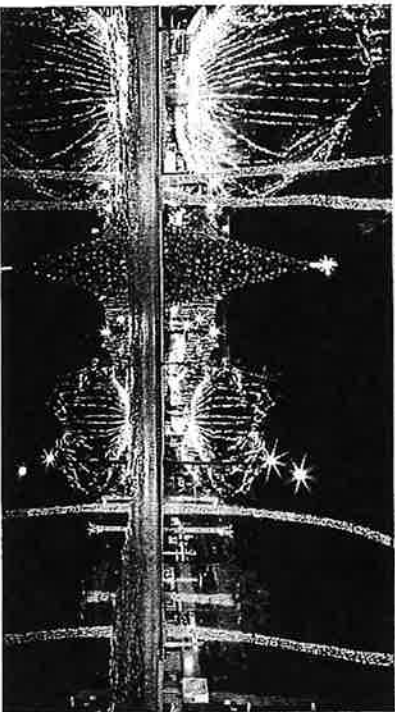
THE CONTENT WITHIN THIS MARKETING PACKAGE IS
PROTECTED AS EXCLUSIVE TRADEMARKED CONTENT
BROUGHT TO YOU BY RQ MUSIC LLC D/B/A



RESPONSE TO RFP #2022-26

RO MUSIC LLC D/B/A ANCIENT CITY ENTERTAINMENT HAS SUCCESSFULLY NAVIGATED:

- RECEIVED TDC GRANTS IN BOTH PUTNAM AND ST. JOHNS COUNTY FOR TOURISM DRIVEN EXCEPTIONALLY PRODUCED HIGH CALIBER/ QUALITY EVENTS (AS IFI 90'S FEST, JAZZ ON THE RIVER, PALATKA BLUE CRAB)
- SOLICITED/NEGOTIATED AND ACQUIRED SPONSORS AND VENDORS FOR BOTH SMALL EVENTS & INCREDIBLY COMPLEX MULTIPLE DAY EVENTS (FLORIDA MAAM, PALATKA BLUE CRAB, BATTLE OF THE DART, AS IFI, GREEK FESTIVAL, MAKERS FEST)
- DEVELOPED CONCEPTUALLY UNIQUE REVENUE STREAMS WITHIN EVENTS TO CREATE FUNDING, BOTH NON AND FOR PROFIT
- WORKED CLOSELY WITH CITY, COUNTY EMERGENCY SERVICES TO DEVELOP A SECURITY TEAM FOOTPRINT WITH MULTIPLE EVENT BRIEFINGS PRIOR/THROUGHOUT/AND IN AFTER ACTION
- ASSEMBLED EVENT BUDGETS WITH FINANCE DIRECTORS, ALONG WITH MANAGING INVOICES AND PAYOUTS FOR TALENT AND PRODUCTION PERSONNEL AND STAFF
- BOOKED AND CONTRACTED CELEBRITY NATIONAL/REGIONAL/LOCAL TOP CALIBER TALENT. MADE AND NEGOTIATED OFFERS, PROCURED ALL CONTRACTS FOR EVENTS AS LARGE AS A MULTI DAY 34 ACT LINEUP, AND AS INTIMATE AS A TICKETED 300 PERSON EVENT FULFILLED RIDER REQUIREMENTS, PROCURED HOTEL/HOSPITALITY/COORDINATED ARRIVALS AND GROUND TRANSPORTATION
- BOOKED OUTSIDE EVENT SPECIFIC AMUSEMENTS AND CONCESSIONS, PETTING ZOO, REPTILE ENCOUNTER, FOAM PARTY, WATERSLIDES, CONCESSIONS, WATERSKI SHOW, FULL 20 RIDE CARNIVAL, PONY RIDE
- WORKED CLOSELY WITH INTERNATIONAL ALCOHOL BRANDING PARTNERSHIPS AND BUILDING EXCEPTIONAL NATIONAL ALCOHOL SPONSORS AND OUR AFFILIATED NONPROFITS TO BUILD EVENT SPECIFIC BRANDED / THEMED BEVERAGES AND MANAGE ALCOHOL DELIVERY, BARTENDER STAFFING, AND SALES



ANCIENT CITY ENTERTAINMENT HAS DEVELOPED MULTI-LAYERED REGIONAL AND NATIONAL ADVERTISING CAMPAIGNS FOR ENGAGING CITY TOURISM INCENTIVES (BED TAX, MARKETING REACH/ENGAGEMENT/IMPRESSIONS) INCLUDING BUT NOT LIMITED TO LOCAL MAJOR CELEBRITY INFLUENCERS, RADIO, TV, DIGITAL, LIFESTYLE PUBLICATIONS, DARK ADS VIA SOCIAL MEDIA, BILLBOARDS, AND PRINT

-WORKED PROFIT SHARING MODELS WITH LOCAL GOVERNMENTS TO REIMBURSE FUNDING AND EVENT BUDGETS AND ANALYZE IMPROVEMENTS IN QUALITY OF PROGRAMMING VS COST.

-DEVELOPED AN EVENT FOOTPRINT AND COORDINATED PAID PARKING, AND SHUTTLE SERVICES

-RAN SOCIAL MEDIA CAMPAIGNS, MANAGED ONLINE EVENTS/ BOOSTED AND UPDATED WITH CURRENT AND HIP POSTINGS, AS WELL AS RESPONDING TO THE PUBLIC IN A PROMPT AND EFFECTIVE MANNER, AND MORE THAN QUADRUPLED PREVIOUS YEARS SOCIAL ENGAGEMENT ON EVENTS THAT WE RAN IN OUR FIRST YEAR.

- BRANDED NEW EVENT LOGOS, THEMES, COLOR PALETTES, FONTS, TRADEMARKED WEB DESIGN AND PURCHASED DOMAINS, BUILT OUT EVENT WEBSITES, AND LICENSED EVENT MERCHANDISE FOR SALE.
- DEVELOPED VIP EXPERIENCES AT A PREMIUM TICKET COST, INCLUDING CELEBRITY BRUNCHES, AFTERPARTIES, BOOZE CRUISES ON THE WATER WITH ACOUSTIC CELEBRITY PERFORMANCES, MEET AND GREET, BACKSTAGE/ROOFTOP EXPERIENCES, GIFT BAGS/ EVENT SWAG

PROJECT MANAGER, PROPRIETOR: JEANETTA SALYER

QUALIFICATIONS & EXPERIENCE

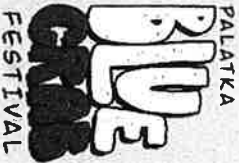
THE ACE IN YOUR POCKET



ANCIENT CITY ENTERTAINMENT

Our trusted brand relationships include
these fine folks!
(these are just the ones we can fit on the page)

QUALIFICATIONS AND EXPERIENCE



BATES HEWETT & FLOYD
RISK & INSURANCE

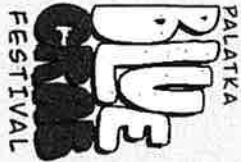


AMERIS BANK



QUALIFICATIONS & EXPERIENCE

3 SIMILAR EVENTS:



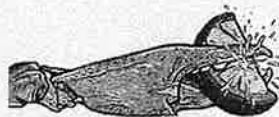
CITY OF PALATKA
Palatka Blue Crab
Memorial Day weekend 2022
Scope of Service: Full
Promotion, Production, Staffing, volunteer and
vendor coordination, advertising Planning -
downtown Palatka



AS IF! THE 90S FEST
Non-profit event, Francis Field St Augustine
2 year event, 5/15/21 & 5/21/22
Scope of Service: Full
Promotion, Production, Staffing, Planning,
ticketing, vendor coordination



FLORIDA MA'AMI!
LOCAL/REGIONAL TALENT
Scope of Service: Full
Promotion, Production, Staffing, Planning,
ticketing, 2 day event - smaller events!
attendance: 600



2.8M

Marketing Impressions

BY THE NUMBERS..

1.6M

Marketing Engagement

16M

Celebrity Promotional Reach

QUALIFICATIONS AND EXPERIENCE

MEET THE TEAM

Alberto Cebollero
Jeanetta Cebollero



Monika Bernthal
Brittany Alphonso



Johnathan Shellman



EXECUTIVE



Hugh Ward

CREATIVE

MANAGEMENT



Gavin Shoemo



Kelly Fitzsimmonds



Sarah Karl

HOSPITALITY

PRODUCTION



Josh cole

Will Rivera:
Chase Taylor



SECURITY

Carl Libratoro
St Augustine Amphitheatre Production Director
904-209-0367

Christina Parrish Stone
St Johns County Cultural Council Director
christina@historicoastculture.com

Corey Niles
City of St Augustine Special Events Director
1-(904)- 825-1004

John Regan
City Manager of Saint Augustine
1 (904) 669-1873

QUALIFICATIONS AND EXPERIENCE References

Don Holmes
City of Palatka City Manager
1-386-268-0000

Dana Jones
President Putnam County Tourism Development Council
386-328-1503 X 102

Brenda Swann
Historic Coast Culture Grants Administrator
grants@historicoastculture.com

Additional letters of Recommendation outlining detailed services attached and submitted as part of this package

This note serves to reiterate our teams ability and commitment to perform in excellence if we should be brought on for this project. The size of this task in regards to priority indicated by the amount of work requires a commitment that it would be our last "New Bid" for the year of 2023 should we be awarded to fulfillment.



ANCIENT CITY ENTERTAINMENT

EXECUTIVE

interaction with each team,
communication with clients,
concept/vision design
execution accountability of team members,
money handling, Celebrity Talent buying, Contracts

MANAGEMENT

Vendor-Sponsor Registration/Logistics per event
Communication with local volunteer groups-
non-profits
Onsite walkthroughs with production and exec unit
Timelines for social media released information

PRODUCTION

Site Load-ins / Activation Maps
Backline, Artist Transport, Stage, Lights,
Sound, Barricades

QUALIFICATIONS AND EXPERIENCE

Staff Planning & Workload

PROMOTION

Press release coordination, advertising
appearances and purchasing, scripts for
commercials, graphic design, radio/tv/digital
identifying local influencers, vip setting up unique
advertisement "experiences"/ Call to actions

HOSPITALITY

Artist Rider Fulfillment, Ordering coordination of
Alcohol/Catering, Drink/Menu Design, set-up and
Strike of points of sale/ VIP hospitality setups
Cash handling, Credit Card intake, onsite sales

SECURITY

Coordination with PD, Management, Production,
AND Hospitality to engage an onsite culture of
consumer aid and friendly awareness to best serve
an incident free and safe environment day-of-show

PROPOSED SCOPE OF SERVICE TASK LIST- PALATKA BLUE CRAB FEST 2023

IN ORDER OF OPTIMUM TASK LIST FULFILLMENT/PRIORITY FOR MAXIMUM EVENT EFFECTIVENESS

- Booking & Production/Promotion
- Stage/Lights
- talent buying
- contract negotiation
- rider fulfillment
- Proposed price also includes full 3 day talent budget

Marketing

- promotional design/asset building/ graphic design
- Social Media Management
- Logo deliverables
- Merchandising
- Stage Banners
- Production Communications/ Onsite Logistics
- Site Plan/walk throughs on site

Vendor solicitation

- Incentive Packages
- Invoicing
- Digital design
- Collecting logos

Activation

- Onsite load-in
- Coordination of logistics pertaining to revenue collection
- Management of rental coordination
- Volunteer procurement and onsite delegation



Ancient City Entertainment has branded, developed, conceptualized, marketed, booked and produced over 200 live Florida events- Ranging in attendance size from 300 to 112 thousand.
We have curated a diverse, positive event culture and set the bar high.
A proven track record, exceptional results.

This proposal includes specialized categories well within our scope,
The projected time spent on these categories is 800 total hours (inclusive of onsite event hours), -billed at our hourly rate Creative Consultant firm's fee of \$85 per hour would exceed \$60,000.00
For this reason there is a holistic approach to pricing projection, RQ MUSIC LLC is requesting a base rate fee of \$22,500 in addition to breakout revenue share.

To begin these projects will require a \$7500 fee, beyond that an installment schedule - timeline of deliverables will be set up per category and invoiced accordingly.

LITIGATION STATEMENT

As of 12/16/2022 RQ MUSIC LLC Actively filed through Sunbiz.org in 2016 has had zero litigation attempts, disputes, and RQ MUSIC LLC has worked extensively to communicate effectively, navigate uncertain waters (pandemic-related), and manage expectations honestly and transparently. We are confident in our work and expect our course of success to continue.



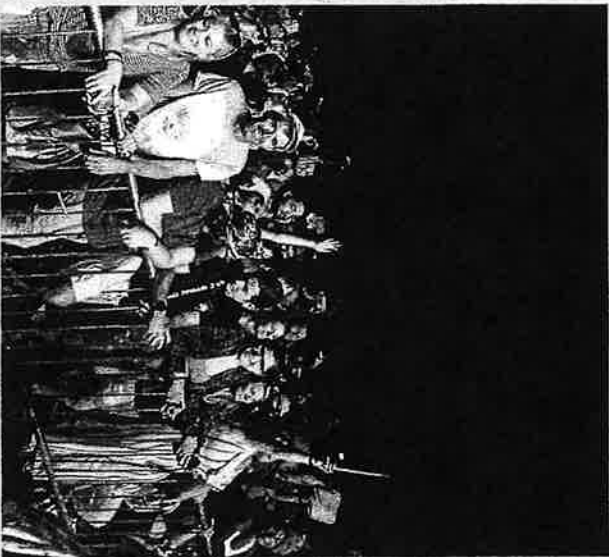
12/16/2022 Jeanetta Cebollero - Owner Operator
RQ MUSIC LLC D/b/a ANCIENT CITY ENTERTAINMENT



CONCERT TIMELINE

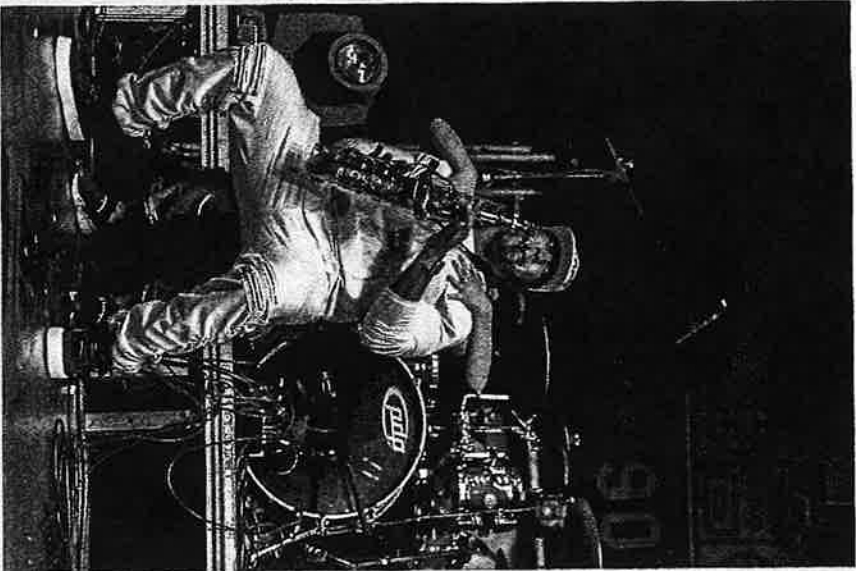
- 24 weeks securing all details regarding talent contract
- 20 weeks Vendor solicitation
- 16 weeks creative design, vendor solicitation
- 14 Weeks Announcements, Marketing purchases
- 14-8 Weeks Varied Marketing
- Promotion, onsite logistics, print - merchandising orders/banner design/solicitation of sponsorships, local support, volunteers, civic group involvement
- 8 weeks Hard Target marketing, physical printed posters/billboards/local signage
- Ordering and alcohol, security and onsite cash handling plans finalized
- Week of Load In
- 3 Days out Production arrives onsite,
- 2 Days Setup begins
- Day Of
- Staff Arrival
- Vendor setup
- Soundcheck
- Gates/Guest Arrival
- Showtime

APPROACH & METHODOLOGY



PROPOSED FINANCIAL STRATEGY

REVENUE:
-MERCHANDISE
-VENDORS
-VIP TICKETING/MEET AND GREET
-PARKING
(EXCLUDING ONLY
ALCOHOL/EVENT SPONSORSHIPS)



Cost of 2 Recognized Headliners 60k
inclusive of all rider, lodging, backstage (deliverable)

Production 20k
Stage, Production Staff, Lights, Audio, Delivery, Pickup, Fuel
(deliverable)

Main stage, beer tent non-headliner talent 20k
3 days contracted entertainment (deliverable)

Marketing 25k
Press Releases, TV appearances, Radio ads, Signage, Digital (comparable
to 2022 comprehensive marketing deliverable)

Services / Event Supplies 45k
Barricades, Security Leads (Staff of 6) Tents, Tables, Signage,
PortaPotties (28), Rentals, Generator, chairs (deliverables)

Merchandising 10k
Shirts / Hats - As many can be purchased at this budget amount- FIRM
BUDGET STOP/no more no less (deliverable)

Promoter Fee
OPTION A (deliverable) 22,500 + 25% of revenue streams (after 90k)
developed for the City of Palatka (merchandise, vip, ticketing)
Promoter can deliver a national caliber event with this full event budget, and
agrees to carry any above margin risk beyond
202,500.00 - First 90k back to the city from revenue*

OPTION B (deliverable)
Promoter is willing to shoulder event costs exceeding 75k, with city and
county support in the form of "Sponsorship", by alleviating any City/County
Costs to promoter and as an annual sponsor in the amount of \$75,000 -
Promoter will assume full entity risk, and will preside as the ongoing
operator of Blue Crab Festival within the bounds of the City of Palatka's laws
and operational procedures wherein City will be unaffected by ongoing event
net profit/loss.

CITY OF PALATKA SPONSORS

Beck/Visit Palatka
Georgia – Pacific Palatka Operations
Seminole Electric – Seminole Generating
Veritas Steel
Waste Pro – Palatka
Passero Associates LLC
Hanson Pipe & Precast
Armstrong Roofing, Inc.

EXHIBIT B

CITY OF PALATKA SPONSORS

Beck/Visit Palatka
Georgia – Pacific Palatka Operations
Seminole Electric – Seminole Generating
Veritas Steel
Waste Pro – Palatka
Passero Associates LLC
Hanson Pipe & Precast
Armstrong Roofing, Inc.

ATTACHMENT B

DIRECTION - River Street retaining wall

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Provide direction to City staff and property owners.

BACKGROUND

The River Street retaining wall issue dates back to 2015; however, ownership of the wall is not readily verifiable. City staff seeks guidance from the City Commissioners on how to proceed with the repairs that are necessary to address the maintenance of the retaining wall.

PROJECT ANALYSIS

Four potential options have been identified by City staff on how to proceed: 1) Establish a MSBU; 2) The City repairs and reconstructs the wall; 3) Remove sidewalk; 4) Split the cost of repairs.

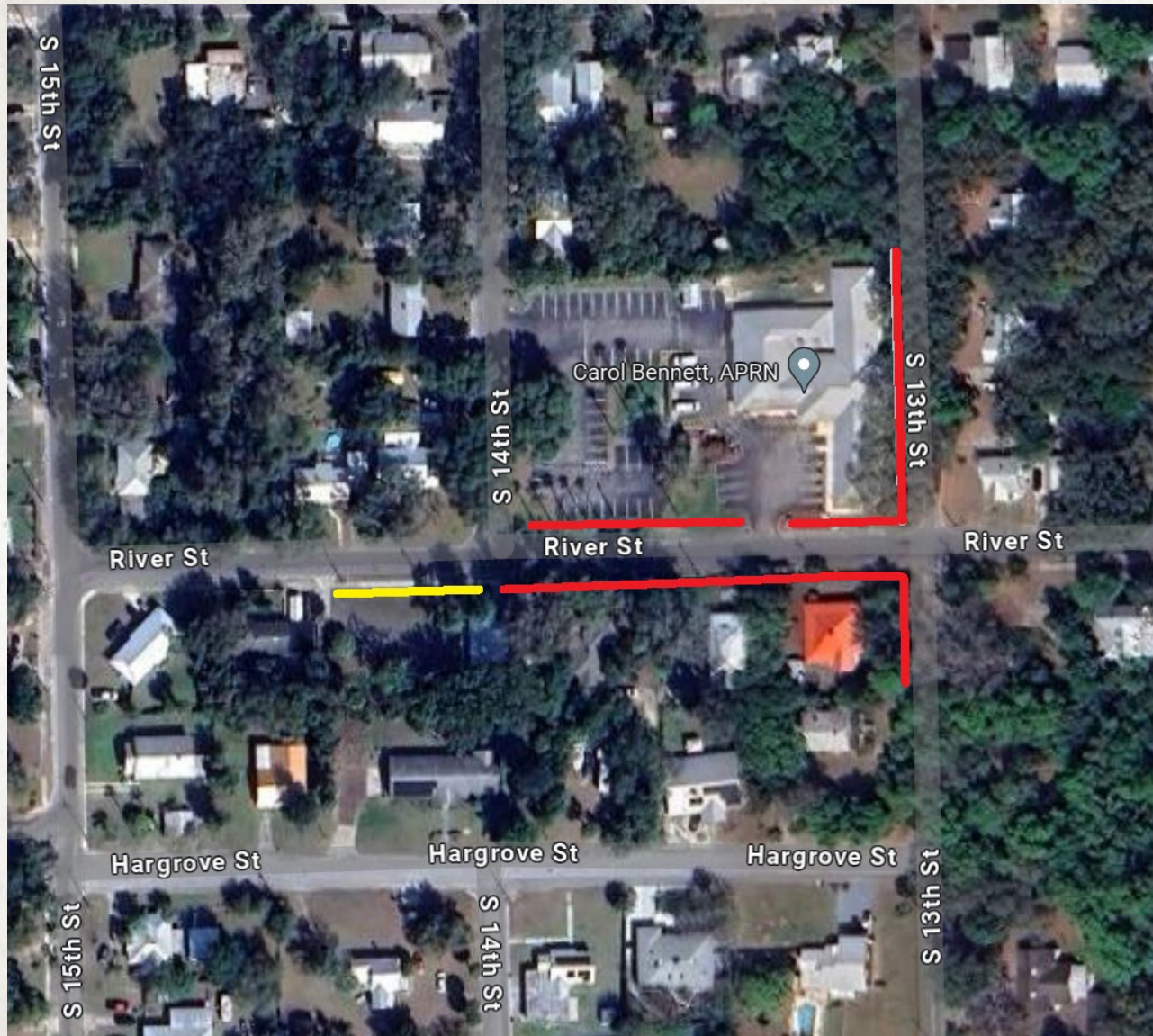
Staff Recommendation

Provide direction sought by City staff.

ATTACHMENTS

1.	River street retaining wall 7-24 (002)
----	--

RIVER STREET RETAINING WALL



IMPACTED PROPERTIES

1302 River Street

1303 River Street

1311 River Street

1321 River Street



Photos taken July 21, 2023

BACKGROUND

SEPTEMBER 25, 2014 CITY COMMISSION MEETING

“Mr. Czymbor reported that a year ago they noticed there is a retaining wall on River Street that is leaning. They don’t know when it was erected. They have determined through a survey that the retaining wall is on public property. They have received quote to fix this wall and will be bringing back options to fix or replace the wall. It’s leaning at about a 30-degree angle.”

AUGUST 6, 2015

CITY COMMISSION MEETING

“Mr. Suggs said it was brought to his attention that there is a serious issue with the retaining wall on River Street near Twigg Street. He noted Staff has received one quote to do the necessary work; however, the cost is over the purchasing threshold which triggers Commission approval. He is requesting the Commission take this up as an emergency item and give approval on latitude to get the wall repaired/replaced before it becomes a life-safety issue. Mayor Hill said it is a matter of time before it collapses; it is a well-traveled sidewalk. Mr. Suggs said he has ordered the site be secured and cordoned off. Commissioner Borom moved to give the City Manager sufficient latitude to expend the funds to make the necessary repairs to the retaining wall. Commissioner Brown seconded the motion, which passed UNOPPOSED.”

1325 RIVER STREET WALL REMOVED 2016

Lewis Oil Company owned 1325 River Street. On April 11, 2016 Wendy Lewis authorized the City to remove the masonry wall located on the northern boundary of her property. Portions of the wall had already collapsed. The City pulled the permit and work order and demolished and removed the falling wall and regraded the slope of the property.

This was the only wall that the City demolished.



THE CURRENT CODE ENFORCEMENT COMPLAINT

The retaining wall along River Street remains in place and is leaning significantly in certain areas. It is not, however, collapsing onto the sidewalk like the Lewis wall was. Yet.

July 17, 2023 John Jarvis filed a code enforcement complaint stating that the wall is leaning out towards the sidewalks.

Notices of Violation were issued.

A Special Magistrate hearing is scheduled in August.

Legal counsel has been retained and the property owners are of the position that the City owns the wall and is responsible for maintaining it.

Ownership of the wall has not been confirmed. Regardless, staff seeks direction from the City Commission on how it would like to proceed as the wall does pose a life-safety issue.



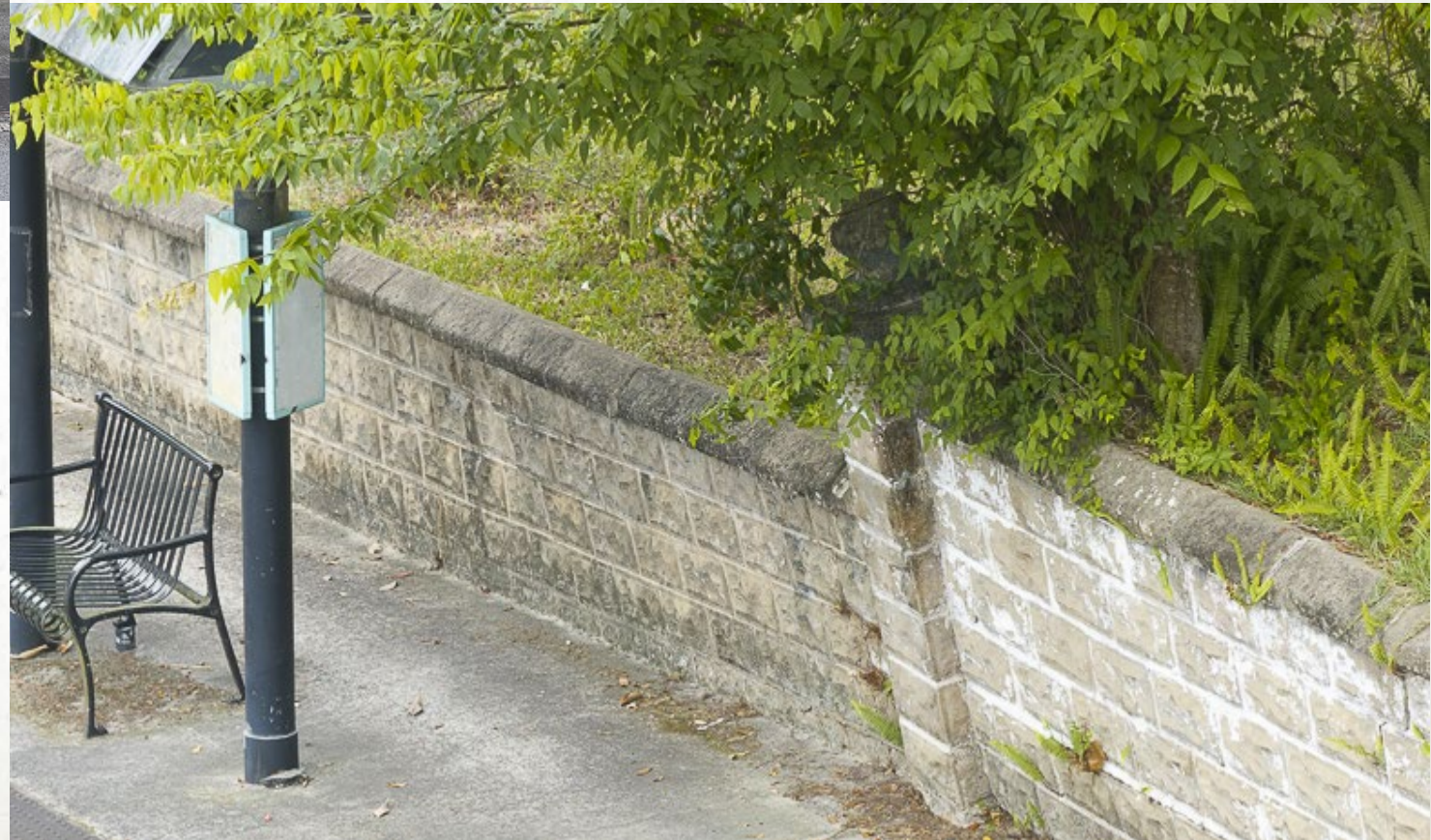
The bricks along the wall match the bricks on the staircase wall returns, porches and columns for at least 2 of the properties: 1321 and 1311 River Street.



Vegetation has pushed up against the wall causing further damage.



Bus stop across from Aza Health
Photo taken May 9, 2024



OPTION1

MUNICIPAL SERVICE BENEFIT UNIT

A MSBU provides residents with a funding mechanism for specific infrastructure improvements. It can be financed through a cooperative relationship with the City.

Step 1 – Petition the City to create the MSBU. All property owners must agree on the “proposed benefit area”.

Step 2 – City agrees to enter into the MSBU. The City will prepare a preliminary cost estimate for the engineering, design, construction, labor and materials.

Step 3 – Property owners vote on the cost estimate.

Step 4 – If the vote is approved, the cost is paid in annual installments over a 10-year period which is reflected on the annual property tax bill

OPTION 2

CITY REPAIRS AND RECONSTRUCTS THE WALL

The City takes responsibility and repairs or reconstructs the wall. Potential funding sources are Better Place and General Fund dollars. The City would utilize one of the existing engineers on continuing services to provide an assessment and estimate of probable cost for various scenarios (i.e. construction of a new retaining wall, repair of the existing wall, removal of the wall, etc.).

OPTION 3

REMOVE SIDEWALK

The City removes the sidewalk along the areas of potential failure and provides for pedestrian movement on the other side of the road.

OPTION 4

SPLIT REPAIR COSTS

The City partners with the residents to share in the cost of repair, as the wall is on public and private property. The City could cover the cost of engineering/ repairs for the section of walls on City ROW. The residents would be responsible for repairs on their property.

ADOPT RESOLUTION 2024-R-171 amending Resolution 2024-R-139 to slightly reduce the variable tier rate
Reduction of the Vairable Tier Rate from \$2.46 to \$2.35 for the Fire Assessment Fee

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

During the budget meetings, concern was expressed by members of the Board of Commissioners and the City Manager about the Fire Assessment amount. A consideration to reduce the variable tier of the Fire Assessment rate prompted the Finance Director to prepare an analysis, offering several options for the City Manager to review, ranging from a variable tier rate of \$2.15 to \$2.35 and a fixed tier rate of \$150. The selection was to decrease the variable tier rate to \$2.35 and no change to the fixed tier rate of \$125. The consultant, Mark Lawson, worked with the staff and confirmed that a reduction from \$2.46 to \$2.35 would result in a revenue reduction in the amount of \$73,314. Thus, the budgeted amount of \$2,122,185 was reduced to \$2,048,871.

The process to amend the amount previously certified by Mark Lawson is the following:

An email from the City Manager, requesting the change of the variable rate from \$2.46 to \$2.35, and delegating to City staff and the consultant to take care of all necessary paperwork.

No public hearing is required, but it must be included in the agenda meeting 09/12/2024 (first reading of budget hearing)

Mark and Erin will prepare the form DR 409, amend the resolution and agenda item for the City Clerk to include in the agenda package.

After the adoption of the resolution on 09/12/2024, the next day, the consultant will certify to the Tax Collector, so that the statutory deadline of September 16, 2024 is met.

This process is completed, pending the adoption by the Commissioners in the agenda meeting to be held on September 12, 2024.

PROJECT ANALYSIS

Staff Recommendation

Approve the amended Fire Assessment amount as suggested in the budget workshops with the City Manager's recommendation; and the filing by the consultant, Mark Lawson.

ATTACHMENTS

1.	2024-r-171 Amended Fire Assessment Resolution
2.	Original 2024-R-139 Fire Assessment 2024

Consideration of reduction in non-ad valorem Fire Service Assessment rates by approximately \$73,312.95.

Introduction

This item presents a means to reduce the annual Fire Service Assessment rates (and revenue to the City's overall budget) by approximately \$73,312.95. Such reduction does not require a public hearing. By statute the annual non-ad valorem assessment roll must be submitted to the Tax Collector on or before **Monday, September 16, 2024**. An amended Annual Assessment Resolution has been prepared to accomplish this reduction for consideration by the City Commission, if the City Commission determines to alter the non-ad valorem assessment rates adopted in July. City management and staff have coordinated with the City's non-ad valorem special counsel and consultants to be ready to accomplish such action, if the City Commission so directs.

Background

This Resolution can be adopted pursuant to City Ordinance No. 15-14 (the "Assessment Ordinance"), City Resolution No. 2015-11-19 (as amended, supplemented and confirmed from time to time, the "Initial Annual Assessment Resolution"), sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

The net fiscal consequence of such reduction will be to reduce available funds for overall budgeting for the upcoming Fiscal Year in the amount of \$. As a general rule, every dollar of fire department costs not assessed will consume a concomitant dollar of general revenue from the City's property tax proceeds or cause a reduction in level of service.

The resulting rates of assessment will lower the relevant rate amount to \$2.35 per thousand dollars of improvements, or fraction thereof, for each Tax Parcel as reflected in the Tax Roll (for Tier 1). Otherwise the Fire Service Assessment rates have neither been lowered nor increased since the Fire Service Assessment was adopted over a decade ago.

Anticipated assessment collections have efficiently occurred as budgeted since inception, using the same rates for many years. The nature of the City's non-ad valorem assessment method works to use a proportional value component of improvements benefiting each assessed property charged in proportion to the budgeted cost of the constant availability of fire department, and its constantly available capital equipment and labor costs (Tier 1). This is determined by using data certified to the Florida Department of Revenue each year by the County Property Appraiser. The other aspect of the Fire Service Assessment

is a flat or constant charge component per tax parcel, Tier 2 (each tax parcel is also as identified by our County Property Appraiser). Both aspects have been approved as a valid and legal means to fairly and accurately fund and finance capital by the local Circuit Court. The City reviews the relevance of these charges each year via an annual evidentiary report or letter summary. The collection on the same bill as taxes continues to work smoothly and the assessments are being collected quite efficiently through the Tax Collector's office per general law.

Budget Impact

The revenue reduction associated with the Fire Services Assessment rate modification will be reflected in the FY 2024-25 Budget.

Recommendation / Direction

Consider whether to approve, or not, the proffered change in Fire Service Assessment rate. A resolution implementing the decision to change the rate is attached.

Attachment:

- a) Amendment to Annual Assessment Resolution

RESOLUTION NO. 2024-R-171

A RESOLUTION OF THE CITY OF PALATKA, AMENDING AND APPROVING THE FISCAL YEAR 2024-25 NON-AD VALOREM ASSESSMENT ROLL FOR FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLL AND COLLECTION PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; AND CONFIRMING THE IMPOSITION AND LEVY OF FIRE SERVICE ASSESSMENTS; PROVIDING DIRECTIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:

**ARTICLE I
INTRODUCTION**

SECTION 1.01. AUTHORITY. This Resolution of the City Commission (the “Commission”) of City of Palatka, Florida (the “City”) is adopted pursuant to City Ordinance No. 15-14 (the “Assessment Ordinance”), City Resolution No. 2015-11-19 (as may be amended, supplemented and confirmed from time to time, the “Initial Annual Assessment Resolution”), sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law. This Resolution amends Resolution No. 2024-R-139 by lowering slightly the rate of Assessments, in the estimated aggregate amount of \$73,312.95.

SECTION 1.02. DEFINITIONS. This Resolution amends the Annual Assessment Resolution for the Fiscal Year (sometimes also called the budget year) commencing October 1, 2024, contemplated by Section 2.05 of the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Initial Annual Assessment Resolution.

SECTION 1.03. DETERMINATIONS.

(A) Except as amended herein, the findings, determinations and all other relevant matters in Resolution No. 2024-R-139 are reaffirmed.

(B) The outward facing preliminary roll and informational page on the City’s website are to be updated as necessary as soon as practicable upon adoption of this Resolution.

(C) A public hearing was duly held on July 11, 2024, commencing at or about 6 p.m. in City Hall Commission Chambers, 201 N. Second Street, Palatka, Florida, at which time the Commission received and considered information and comments on the Fire Service Assessments from City officials, staff, experts and advisors, as well as the public and affected property owners, and considered imposing Fire Service Assessments and the method of collection thereof as required by the Assessment Ordinance.

SECTION 2.03. ESTIMATED FIRE SERVICE ASSESSED COST; RATE OF ASSESSMENT.

(A) The estimated Fire Service Assessed Cost, exclusive of the nominal City administrative charge to defray its costs of collection and annual administration, to be recovered through Fire Service Assessments for the Fiscal Year commencing October 1, 2024, net of exemptions for institutional properties, is \$2,048,872. This includes:

(B) The Tier 1 Assessment, net of exemptions herein, of \$1,639,560 based on relative value of improvement for each Tax Parcel (for more variable costs) and the Tier 2 Assessment, net of exemptions herein, of \$482,625 assessed per Tax Parcel (for more fixed, readiness to serve costs).

(C) The Fire Service Assessments established in this Annual Assessment Resolution are determined by the assessment rates prepared for consideration by the public and City Commission in the preparation of the Fire Service Assessment Roll for the Fiscal Year commencing October 1, 2024.

(D) The rate of Fire Service Assessment as for the current Fiscal Year and had been set at (1) \$2.46 per thousand dollars of improvements, but is directed by this Resolution to be reduced to \$2.35 per thousand dollars of improvements or fraction thereof, for each Tax Parcel as reflected in the Tax Roll (Tier 1), plus (2) \$125.00 per Tax Parcel (Tier 2). Accordingly, the rate of assessments still has not increased since inception a decade ago. The foregoing reduction represents an overall budget reduction of \$73,312.95 in the City's budget.

SECTION 2.04. IMPOSITION OF ASSESSMENTS.

(A) Upon adoption hereof, Fire Service Assessments, as amended, are to be levied and imposed throughout the entire area within the boundaries of the City and this Resolution shall be deemed to be adopted and confirmed for all purposes.

(B) All other provisions of Resolution No. 2024-R-139 shall remain in full force and effect.

ARTICLE III GENERAL PROVISIONS

SECTION 3.02. DIRECTION AND AUTHORIZATION.

(A) The Mayor, City Manager, Financial Director, Clerk and all other City experts are each and all directed and authorized to act and undertake all activities on behalf of the City to accomplish all matters necessary to timely achieve the purposes and effect of this Resolution.

SECTION 3.03. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3.04. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 3.04. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

SECTION 3.05. SCRIVENER'S ERRORS. The City Manager or designed, 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 records by the City Clerk.

PASSED and ADOPTED by the City Commission of the City of Palatka, Florida, this 12th day of September 2024.

CITY OF PALATKA

(Seal)

By: _____
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

RESOLUTION NO2024-R-139

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, APPROVING THE FISCAL YEAR 2024-25 NON-AD VALOREM ASSESSMENT ROLL FOR FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLL AND COLLECTION PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; CONFIRMING REQUIRED STATUTORY NOTICE AND IMPOSING AND LEVYING FIRE SERVICE ASSESSMENTS; PROVIDING DIRECTIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:

ARTICLE I INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City Commission (the "Commission") of City of Palatka, Florida (the "City") is adopted pursuant to City Ordinance No. 15-14 (the "Assessment Ordinance"), City Resolution No. 2015-11-19 (as may be amended, supplemented and confirmed from time to time, the "Initial Annual Assessment Resolution"), sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution is the Annual Assessment Resolution for the Fiscal Year (sometimes also called the budget year) commencing October 1, 2024, contemplated by Section 2.05 of the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Initial Annual Assessment Resolution.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) Pursuant to the Assessment Ordinance, the City adopted the Initial Annual Assessment Resolution imposing special assessments to provide for the funding of fire protection services, facilities and programs, and providing for annual collection thereof pursuant to the direct billing method of collection described in Article III of the Assessment Ordinance.

(B) Prior to commencing collection, the City obtained a judicial determination from the Circuit Court of the Seventh Judicial District of the State of Florida in and for Putnam County that validated and confirmed, among other things, the legality and validity of the Assessment Ordinance, the Initial Annual Assessment Resolution, the reasoned ability to legally rely upon the imposition of special assessments in the form of Fire Service Assessments to annually fund fire protection essential services and fund and finance associated capital improvements and equipment, the method of apportioning the Fire Service Assessments among the real property subject thereto, the burdens relieved and special benefit conveyed by the fire protection services and facilities funded in part through the Fire Service Assessments, the superior nature of lien of the Fire Service Assessments and the legality of all proceedings and matters in connection therewith (the "Final Judgment"). Each property owner was then provided a direct-mailed bill for Fiscal Year 2015-16 specific to each property assessed and additional notice and information concerning the anticipated non-ad valorem Fire Service Assessment for Fiscal Year 2016-17. On March 26, 2016, an additional notice was published in a newspaper of general circulation. Such notices briefly explained the collection process for an amount equivalent to any unpaid amount due and how the City Commission expected to collect unpaid assessments or amounts equivalent thereto which otherwise create City budget shortfalls and diminish operating reserves, as well as fund and collect future year's Fire Service Assessments. All such assessments were collected, without loss of property. For each Fiscal Year since, the City has complied with and employed the Uniform Method of Collection of Fire Service Assessments.

(C) The Assessment Ordinance provides for the adoption each year of an Annual Assessment Resolution approving, confirming or amending the Fire Service Assessment Roll. This Resolution accomplishes such activity.

(D) The City has duly scheduled and provided published and other extraordinary notice of a public hearing for July 11, 2024, to consider adoption of the Fire Service Assessment Roll for Fiscal Year 2024-25 and included a statement of intent not to increase the rate of assessment.

(E) Notice required by law of such public hearing was published in compliance with Section 2.04 of the Assessment Ordinance and the Uniform Collection Assessment Act on or before June 20, 2024, and proof of publication is attached hereto as Appendix A.

(F) Additional and extraordinary interactive notice has also been made available on the internet on the City's website at: <https://quicksearch.ennead-data.com/palatka> and www.palatka-fl.gov/fireassessment with additional access available via computer terminal upon request available during business hours to the public at City Hall.

(G) The Fire Service Assessment Roll (along with additional explanatory information on the City's website) has heretofore and continues to be made available for inspection by the public. All notice required to be provided to a property owner in the manner required by the Uniform Assessment Collection Act and the Assessment Ordinance has been duly provided.

(H) On or before July 11, 2024, at a duly scheduled and noticed meeting, the City Commission again acknowledges receiving and reviewing a fire budget and assessment review update summary prepared by Ennead, LLC (the "Executive Summary and has considered same along with advice and input from City officials and staff, as part of the budget consideration process for use of the Fire Service Assessment as a component part of the overall annual City budget by confirming proposed rates of assessments, and accordingly provided direction.

(I) A public hearing was held on July 11, 2024, and comments, concerns and objections of all interested persons have been duly received, heard and considered. Additionally, the City Commission again reviewed the updated Executive Summary and all matters referenced and incorporated therein. All of the foregoing has been considered in the context of public discussion or comment upon the subject of funding fire protection services, facilities and programs at regularly scheduled meetings and workshops of the City Commission on several occasions including April 9, 2015, July 9, 2015, July 23, 2015, August 6, 2015, August 18, 2015, September 10, 2015, September 24, 2015, October 22, 2015, March 24, 2016, April 14, 2016, July 27, 2017, August 31, 2017, July 12, 2018, August 9, 2018, July 18, 2019, August 8, 2019, July 23, 2020, August 27, 2020, July 22, 2021, August 25, 2022, and July 27, 2023, as well as the overall fiscal and other circumstances of the City.

(J) The Assessments contemplated in this Resolution are imposed by the City Commission, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(K) The Final Judgment expressly provides that "[t]he Fire Service Assessments are not imposed by the Putnam County Property Appraiser or the Putnam County Tax Collector. The statutory duties of the property appraiser and the tax collector are unaffected by the City's use of information produced by such entities. Any duties of the property appraiser or the tax collector in regard to the collection of the Fire Service Assessments under section 197.3632, [Florida Statutes], are wholly ministerial and the property appraiser and the tax collector are without any discretion with regard to the collection of Fire Service Assessments on the tax notice once the City elects to use this method and complies with the requirements of the statute." The City has fairly and carefully complied with the Assessment Ordinance and all general law provisions.

(L) The legislative determinations and findings set forth in the Initial Annual Assessment Resolution, as amended, and the Final Judgment have again been considered and are also hereby in context incorporated herein by reference.

(M) The City Commission hereby finds and determines that the Fire Service Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding associated fire protection services and facilities by fairly and reasonably allocating a portion of the cost thereof among specially benefitted property.

ARTICLE II ASSESSMENT

SECTION 2.01. RATIFICATION AND CONFIRMATION. The benefits to property and methods of apportionment provided for herein, and the use of proceeds of the non-ad valorem assessment to pay for capital equipment and facilities have previously been judicially validated as for proper, legal and paramount public purposes and fully authorized by law by the Circuit Court of the Seventh Judicial District of the State of Florida in and for Putnam County; and, are hereby ratified, confirmed and advanced as being employed and similarly used by and for the purposes of this Resolution. For the purposes of supporting and adopting this Resolution the determinations in the foregoing Final Judgment, and the Initial Annual Assessment Resolution are

each also hereby supplementally incorporated herein by reference and ratified and confirmed under the circumstances and timing required to govern effectively as relevant and applicable.

SECTION 2.02. PROCEDURAL COMPLAINEE.

(A) The Assessment Coordinator has caused to be prepared a preliminary Fire Service Assessment Roll that contains the following information:

(1) a summary description of each Tax Parcel (conforming to the description contained on a recently certified Tax Roll prepared and maintained by the Property Appraiser for the purpose of levying and collecting ad valorem taxes) which is intended to be subject to the Fire Service Assessment;

(2) the name of the owner of record of each Tax Parcel, as shown on the most recent certified Tax Roll, which will be updated in normal course prior to any certification of the Assessment Roll to the Tax Collector; and

(3) the proposed amount of the total Fire Service Assessment for each affected Tax Parcel for the fiscal year commencing October 1, 2024, exclusive of anticipated costs of collection and administration.

(B) In the event the City also imposes or collects an impact fee upon new growth or development for capital improvements related to fire protection, the special assessments provided for hereunder shall not include costs attributable to capital improvements necessitated by new growth or development which were included in the computation of such impact fee, or which are otherwise funded by such impact fee.

(C) Copies of the Assessment Ordinance, this Resolution and the preliminary Fire Service Assessment Roll have been made available in the City Clerk's office at 201 North Second Street, Palatka, Florida or have been open to public inspection in a manner consistent with the Assessment Ordinance. The purpose of the assessment, amount of the proposed rates of assessment for each Tax Parcel, and all other necessary information was noticed by publication and at or through the City's website and accessible through the internet at <http://quicksearch.ennead-data.com/palatka> and www.palatka-fl.gov/fireassessment and at the City Clerk's office located at City Hall, 201 N. Second Street, Palatka, Florida.

(D) The City Commission duly provided the publication of notice of a public hearing in the manner and time provided in the Assessment Ordinance. Proof of publication of the notice is attached hereto as Appendix A.

(E) The Assessment Roll shall be necessarily updated from time to time in due course, to show changes in parcel configuration or other administrative corrections. In the event the Assessment Coordinator makes any exemptions, administrative hardship deferrals or other similar modifications to the Assessment Roll authorized by the Assessment Ordinance, this Resolution or otherwise, funding for such changes to the Assessment Roll shall be funded by legally available funds other than direct proceeds of the Assessments. Such changes shall not require any recalculation or change in the rate or rates of assessment otherwise considered or adopted pursuant to the Assessment Ordinance or this Annual Assessment Resolution.

(F) A public hearing was duly held on July 11, 2024, commencing at or about 6 p.m. in City Hall Commission Chambers, 201 N. Second Street, Palatka, Florida, at which time the Commission received and considered information and comments on the Fire Service Assessments from City officials, staff, experts and advisors, as well as the public and affected property owners, and considered imposing Fire Service Assessments and the method of collection thereof as required by the Assessment Ordinance.

SECTION 2.03. ESTIMATED FIRE SERVICE ASSESSED COST; RATE OF ASSESSMENT.

(A) The estimated Fire Service Assessed Cost, exclusive of the nominal City administrative charge to defray its costs of collection and annual administration, to be recovered through Fire Service Assessments for the Fiscal Year commencing October 1, 2024, is \$2,214,750 and net of exemptions for institutional properties is \$2,122,185. This includes:

(B) The Tier 1 Assessment, net of exemptions herein, of \$1,639,560 based on relative value of improvement for each Tax Parcel (for more variable costs) and the Tier 2 Assessment, net of exemptions herein, of \$482,625 assessed per Tax Parcel (for more fixed, readiness to serve costs).

(C) The Fire Service Assessments established in this Annual Assessment Resolution are determined by the assessment rates prepared for consideration by the public and City

Commission in the preparation of the Fire Service Assessment Roll for the Fiscal Year commencing October 1, 2024.

(D) The rate of Fire Service Assessment will remain the same as for the current Fiscal Year and is (1) \$2.46 per thousand dollars of improvements, or fraction thereof, for each Tax Parcel as reflected in the Tax Roll (Tier 1), plus (2) \$125.00 per Tax Parcel (Tier 2). Accordingly, the rate of assessments has not increased since inception a decade ago.

SECTION 2.04. IMPOSITION OF ASSESSMENTS.

(A) Upon adoption hereof, Fire Service Assessments are to be levied and imposed throughout the entire area within the boundaries of the City and this Resolution shall be deemed to be adopted and confirmed for all purposes.

(B) Fire Service Assessments shall be imposed against Tax Parcels located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Resolution. When imposed, the Fire Service Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments as provided in the Assessment Ordinance.

(C) As provided for herein, the Fire Service Assessed Cost shall be apportioned among all Tax Parcels within the City, not otherwise exempted hereunder, and including any statutorily defined parcels such as individual condominium or cooperative units with extraordinary alienability. The estimated Fire Service Assessed Cost and rate of Fire Service Assessment shall be that described in Section 2.03 hereof.

(D) In the same manner as in the current Fiscal Year, the City Commission determines to separately and additionally charge, impose and levy an administrative and collection amount per Tax Parcel of \$5.00 as a part of the assessment to defray its costs of collection and annual administration.

(E) The method of determining the Fire Service Assessments as set forth in this Annual Assessment Resolution is a fair and reasonable method to share costs and benefits of collection, administration, and the continuous availability of fire protection services, facilities and programs, among Tax Parcels of Assessed Property located within the City.

(F) The Fire Service Assessment Roll is hereby approved, and shall be modified, adjusted and certified as provided in the Assessment Ordinance and this Resolution.

(G) Collection of the Fire Service Assessments shall take place pursuant to the uniform billing method of collection described in Article III of the Assessment Ordinance.

SECTION 2.05. DIRECTION CONCERNING INTERIM ASSESSMENTS.

(A) Pursuant to Section 2.13 of the Ordinance an interim Assessment may be imposed against all property for which a Certificate of Occupancy is issued after adoption and confirmation of an Annual Assessment Resolution. The amount of the interim Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Assessment Resolution for the Fiscal Year in which the Certificate of Occupancy is issued, with such monthly rate being imposed for each full calendar month remaining in the Fiscal Year after the issuance of the Certificate of Occupancy. The determination of the relative improvement value for each such Tax Parcel (Tier 1 rate) for the purposes of calculating any interim Assessment may be based upon the estimated value of improvements listed in any permit associated with the Certificate of Occupancy, or such other similarly available date as reasonably determined by the Assessment Coordinator for such interim period only. Issuance of a Certificate of Occupancy by mistake or inadvertence, without the payment in full of the interim Assessment, does not relieve the owner of such property of the obligation of full and timely payment. Such interim Assessment is due and payable on the date the Certificate of Occupancy was issued and constitutes a lien against such property as of that date. Said lien being equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved.

(B) As a matter of expediency and due to the relatively small amount of growth and disproportionately small amount of revenue to be collected, and the fact that assessment will be captured automatically in the ensuing Fiscal Year assessment, the City Commission makes the practical determination to not seek to collect any such unpaid interim assessments for the period prior to January 1, 2024. All costs for services and facilities attributable to same shall be paid for by legally available revenues other than any Fire Service Assessment proceeds.

SECTION 2.06. DIRECTION CONCERNING ANY EXEMPTION.

(A) Tax Parcels which are statutorily exempted from the payment of ad valorem taxes are in certain circumstances subject to the Fire Service Assessments contemplated hereunder. Tax Parcels classified or described by the Property Appraiser as institutionally tax exempt, including the following classifications: (1) vacant institutional, (2) churches & temples, (3) private schools & colleges, (4) privately-owned hospitals, (5) homes for the aged, (6) mortuary, cemetery & crematorium, (7) clubs, lodges & union halls, (8) sanitarium, convalescent & rest home, and (9) cultural organization facilities are all subject to the Fire Service Assessments contemplated hereunder. Provided, however, the City Commission recognizes the necessity to balance and manage the City's financial challenges with those of the property owners of the foregoing classifications of Tax Parcels, and the impacts of the request that those property owners also pay and contribute to support these essential services and capital which are available to all properties within the City. The City Commission does hereby determine and direct to continue to charge the foregoing classification of Tax Parcels for the upcoming fiscal year at a rate of fifty percent (50%) of the applicable Fire Service Assessment otherwise provided for herein; provided, however, the City Commission again directs revisiting this exemption during the next budget cycle, inasmuch as such exemption will cost the City general fund in excess of \$92,564 in the upcoming fiscal year.

(B) Tax parcels comprising Government Property are not subject to the Fire Service Assessments contemplated hereunder. Such Tax Parcels include those classified or described by the Property Appraiser as government-owned, including the following: (1) military, (2) forest, parks, recreational, (3) public county schools, (4) public colleges, (5) public hospitals, (6) other county-owned property, (7) other state-owned property, (8) other federal-owned property, and (9) other municipal-owned property. Provided, however, each such Government Property owner is authorized to be approached by the Mayor, or such person's designee, and asked to pay as a fee or charge an amount comparable to the Assessment for each such Government Property. Said amount may be invoiced annually, quarterly or monthly in accord with Section 3.04 of the Assessment Ordinance.

(C) The following Tax Parcel classifications are special designations used by the Property Appraiser for recordkeeping purposes and do not represent actual or assessable Tax Parcels and are not subject to the Fire Service Assessments contemplated hereunder, (1) common element, (2) header record, and (3) notes parcel.

(D) Certain Tax Parcels associated with the following classifications used by the Property Appraiser typically do not receive a special benefit from the provision of fire protection services and facilities or are infeasible or impractical to assess, and therefore are not subject to the Fire Service Assessments contemplated hereunder, (1) right-of-way, (2) rivers, lakes & submerged land, (3) sewage disposal & waste lands, and (4) outdoor recreation or parkland.

(E) The foregoing classifications of properties in this Section which are exempted are reasonably determined to be inappropriate, infeasible or impracticable to assess, and either benefit marginally or create a lesser or nominal demand or burden on the City's costs associated with readiness to serve, do not merit the expenditure of public funds to impose or collect the Fire Service Assessments, are tax exempt and/or otherwise generally serve in some respect to promote the public health, safety, morals, general welfare, security, prosperity and contentment of the inhabitants or residents of the City. The Assessment Coordinator, or such person's designee, is authorized and directed to use sound judgment in extending such determinations and guidance as the Fire Service Assessment Roll is collected. The foregoing classifications of properties not to be assessed do not include Government Property that is leased for private use.

(F) Certain Tax Parcels classified as agricultural lands have been statutorily exempted from the payment of special assessments for the provision of fire protection services pursuant to Chapter 170, Florida Statutes. However, the City's authority to impose its Fire Service Assessments derives from its home rule powers, and not Chapter 170, Florida Statutes. Any alternative means of apportionment or suggestion of limitation on imposition of assessments for fire protection services on certain agricultural parcels found in Chapter 170 is, by the terms of that Chapter, applicable only to assessments imposed pursuant to Chapter 170, which is supplemental and alternative to the City's home rule power. The Assessment Coordinator and Mayor are authorized to reach out to the two (2) property owners to secure such properties participation in this partial funding of the availability of fire protection, based upon the inapplicability of Chapter 170, Florida Statutes, to the City in this instance.

(G) Based upon the foregoing, there are relatively few exempt properties within the City. Using legally available funds other than the proceeds of the Fire Service Assessments, the City shall otherwise fund or contribute an amount equal to the Fire Service Assessments that would have been otherwise derived from such exempt properties.

(H) The City Commission has not increased or changed the rate for Fire Service Assessment or method of application thereof from the prior Fiscal Year. Provided, however, the City Commission reserves the right and ability in the future to impose Fire Service Assessments against any Tax Parcels determined to be exempt hereunder to the extent permitted by law, upon lack of reasonable cooperation or willingness to pay for a share of the Fire Service Assessment Cost, or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 2.07. APPLICATION OF ASSESSMENT PROCEEDS.

Proceeds derived by the City from the Fire Service Assessments, after payment of costs and expenses associated with collection and administration of the Assessments, shall be utilized for the provision of fire protection related services, facilities, and programs associated with maintaining continual readiness to serve. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund costs associated with fire protection related services, facilities, and programs.

**ARTICLE III
GENERAL PROVISIONS**

SECTION 3.01. EFFECT OF ADOPTION OF RESOLUTION.

The adoption of this Annual Assessment Resolution shall be the final adjudication of all matters and compliance presented (including, but not limited to, the method of apportionment and assessment, the rate or rates of assessment, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days of the effective date hereof.

SECTION 3.02. DIRECTION AND AUTHORIZATION.

(A) The Mayor, City Manager, Financial Director, and the City's experts and advisors were directed in 2021 to confer and prepare a thoughtful recommendations as to other equitable revenue sources, and a means or path to adjust the Fire Service Assessment related rates, fees, and charges for the ensuing year, if any, including the consideration of a means to keep the productivity of the assessment in step with changes in cost of service, the City's overall budget, while securing the same or better availability and provision of service. This direction is again repeated; and will better inform and afford the City Commission time to consider, listen, become better informed, announce, make and implement any changes or adjustments later this year or early in 2025, if any, and provide more certainty to earlier City budgeting for Fiscal Year 2025-26.

(B) The Mayor, City Manager, Financial Director and all other City experts are each and all directed and authorized to act and undertake all activities on behalf of the City to accomplish all matters necessary to timely achieve the purposes and effect of this Resolution.

SECTION 3.03. CONFLICTS.

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3.04. SEVERABILITY.

If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 3.04. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption.

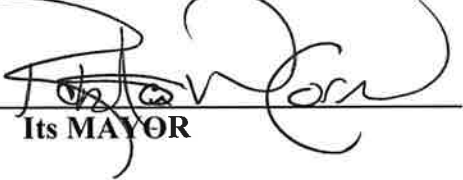
SECTION 3.05. SCRIVENER’S ERRORS.

The City Manager or designed, 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 records by the City Clerk.

PASSED and ADOPTED by the City Commission of the City of Palatka, Florida, this 11th day of July 2024.



CITY OF PALATKA

BY: 
Its MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

APPENDIX A

**PROOF OF NOTICE OF PUBLICATION OF PUBLIC HEARING TO CONSIDER THE
CONTINUED ANNUAL IMPOSITION AND COLLECTION OF SPECIAL
ASSESSMENTS
TO FUND FIRE PROTECTION SERVICES AND FACILITIES**

STATE OF FLORIDA

County of Putnam

The undersigned personally appeared before me, a Notary Public for the State of Florida, and deposes that the Palatka Daily News is a daily newspaper of general circulation, printed in the English language and published in the City of Palatka in said County and State; and that the attached order, notice, publication and/or advertisement:

Fire Assessment

Was published in said newspaper 1 time(s) with said being made on the following date(s):

06/20/2024

Affiant further says that the newspaper or website complies with all legal requirements for publication in Chapter 50, Florida Statutes.

The Palatka Daily News has been continuously published as a daily newspaper, and has been entered as second class matter at the post office at the City of Palatka, Putnam County, Florida, each for a period of more than one year next preceding the date of the first publication of the above described order, notice and/or advertisement.

Debra Whitaker

Sworn to and subscribed to before me this 12th day of July 2024, by Debra Whitaker, Administrative Assistant, of the Palatka Daily News, a Florida corporation.

Jeannette Eveland

Jeannette Eveland, Notary Public
My commission expires: April 30, 2025

Notary Seal
Seal of Office:



☒ Personally known to me, or

☐ Produced identification:

CITY OF PALATKA
NOTICE OF ANNUAL HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION OF
NON-AD VALOREM SPECIAL ASSESSMENTS TO FUND IN
PART THE COSTS ASSOCIATED WITH THE
CONTINUAL READINESS TO PROVIDE FIRE PROTECTION



The property subject to assessment lies within the City of Palatka, Florida.

For several years the City Commission of the City of Palatka, Florida (the "City"), has adopted a special or non-ad valorem assessment to defray a portion of the annual operating and capital costs associated with the Palatka Fire Department. The City Commission's goal was to put in place a supplemental and alternative means to deal with previous budget shortfalls and work to achieve financial sustainability, so that the rates of assessment for benefited parcels might supplementally, and more equitably and efficiently fund our City's annual budget and service mission. City policies, practices, the annual fire department budget, the overall budget for the City, and other conditions in making these fire protection services and facilities constantly available within our community continues to test our fiscal stewardship. Accordingly, provision of fire services, facilities, and improvements will in all likelihood continue next year to be funded, in part, by special non-ad-valorem assessments against property located within the City limits. The remainder of the fire protection budget can then be funded with other legally available revenues (most of which are limited ad valorem property taxes) of the City. This is a challenging balancing process this community must address annually. Please read further.

The special assessment rates for each parcel of property will be based on the same benefits or burdens analysis as last year which is associated with the availability of fire protection constantly made available every day to all tax parcels. The City will continue to use the same two-tier rate structure as last year, which was the subject of judicial approval prior to the initial bill for collection being sent in 2014. The City Commission does not propose to increase the rates of assessment in the coming fiscal year. Tier 1 is based on the relative improvements value associated with each tax parcel (no land value is generally used in this calculation) focused on variable and possibly some fixed costs. Tier 2 is a fixed rate per tax parcel focused on fixed costs. This annual approach has proven to be a good overall success for our City. Thank you.

If you wish to learn more, a more detailed description of the assessment program is available in City Ordinance No. 15-14 codified in Chapter 34, Article IV, of the City Code - Fire Prevention and Protection and may be found on the City's website.

On July 11, 2024, at 6:00 p.m. the City Commission will hold a public hearing in City Commission Chambers at City Hall, 201 N. Second Street, Palatka, Florida, for the purpose of receiving comments on the proposed annual assessments which by general law will be collected by the tax collector pursuant to the tax bill collection method authorized by Section 197.3632, Florida Statutes. You are invited to appear at the public hearing, and/or to file written objections with the City Clerk and addressed to the City Commission at the above address within 20 days of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Each parcel of property assigned an identification number by the County property appraiser is considered one (1) tax parcel. If approved by City Commission after the hearing, the rate of assessment for each tax parcel is proposed to be the sum of: (i) \$2.46 per \$1,000 of the value of improvements attributed to the tax parcel by the County property appraiser (Tier 1); plus (ii) \$125.00 per tax parcel (Tier 2); together with (iii) a \$5.00 charge to share City administration and collection costs associated with the annual assessment. This is the same rate of assessment as imposed since 2014. The dollar amount and other information concerning the proposed non-ad valorem assessment attributable to each tax parcel in the City will also be available online at <http://quicksearch.innswd-data.com/palatka> and by computer terminal upon inquiry at the offices of the City Clerk, at City Hall. The total revenue the City expects to collect by the assessment, less adjustments for statutory discounts and amounts payable to the property appraiser and tax collector to be included in the collection process, is approximately \$2,122,186. This annual assessment is for the purpose of funding a portion of the continual readiness and availability of essential services and capital facilities and equipment associated with fire protection.

Payment is anticipated to be due and collected on the same bill as taxes to be mailed around November 1, 2024. This tax bill collection method is also sometimes called the uniform method of collection. As a courtesy reminder, please be reminded that until paid, the fire assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Assessments become delinquent in the same manner as for unpaid taxes, and failure to pay the upcoming assessment will cause a tax certificate to be issued against the property which may result in loss of title. Reading this notice and explanation to learn more about how the City pays and collects for its services - and how it uses your financial support as a property owner - is certainly appreciated.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN THE HEARING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT (386) 329-0100.

PUBLISHED AT THE DIRECTION OF THE CITY COMMISSION.
CITY OF PALATKA

DIRECTION - Jill Keiser, Financial Services Supervisor & Pension Administrator - employee grievance/ salary matter

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Attached please find the request to be on the agenda submitted by employee Jill Keiser along with copy of the policy on grievances.

BACKGROUND

The City Manager advised the employee this matter would be heard at the September 12th City Commission meeting.

PROJECT ANALYSIS

Staff Recommendation

Direct the City Manager concerning the pay grievance.

ATTACHMENTS

1.	2024.08.08 Keiser Employee Grievance
2.	Grievance to Commission
3.	Grievance Policy
4.	Attachment 1
5.	Attachment 2
6.	Attachment 3
7.	Attachment 4
8.	Attachment 5
9.	Attachment 6
10.	Attchment 7
11.	Attachment 8
12.	Job Offer Letter
13.	Summation of grievance



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

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), or e-mail (skrantz@palatka-fl.gov). Please note that without adequate supporting documentation or information, the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media (thumb drive, DVD, etc.) to the Clerk's Office in advance. If the request to be placed on the agenda is granted, you will be allowed 5 minutes to present your item to the Commission.

Meeting agendas close at 12:00 noon on the Friday two weeks prior to the next regularly scheduled Thursday City Commission meeting. Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. *Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member.

Name of Individual, Organization and/or Group making presentation or request: Jill Keiser

Address: 201 N. 2nd St. Palatka e-mail: jkeiser@palatka-fl.gov

Daytime Phone 386-866-4784 Other ph. _____ Fax _____

*Requested meeting date: Aug. 8 2024

☒ Request for Commission Action; OR ☐ Presentation Only; no action required

Subject Matter you wish to address: Greivance - employee salary

(attach additional sheet if necessary)

Commission Action Requested, if any: Correct salary study to FY22

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

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

SECTION 10.0
GRIEVANCE PROCEDURE

Q grievance

10.1 INTENT:

All City employees shall have the following Grievance Procedures open to them:

- A. All employees who wish to express a grievance may do so, at any time, by reporting such grievance to their immediate supervisor. The supervisor shall discuss and explain any information to solve the grievance.
- B. If the immediate supervisor cannot give a satisfactory solution; the employee shall have the right to bring the grievance to the attention of the grievance committee, which is comprised of representatives of the various departments. The committee will hear the grievance and advise the employee as to its validity. If they feel so justified, they will take the grievance to the department head.
- C. The department head shall effect a solution of the grievance and, if not, the employee shall be referred to the City Manager, and the department head shall assist the employee in every way.
- D. The City Manager will meet with any employee on any grievance, at any time to effect a solution.
- E. Public Safety departments are addressed by state "Bill of Rights".

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10.2 GENERAL REQUIREMENTS:

- A. All supervisors and department heads shall arrange to discuss a grievance, within seventy-two (72) hours after the grievance request has been reported to that supervisor, or department head. If this is not possible due to illness, leaves of any reasons, etc., the acting supervisor shall do so.
- B. Failure to resolve any grievances, either with or without discipline, within seventy-two (72) hours, automatically gives the employee the right to register the grievance with the City Manager, and the City Manager shall arrange a hearing of the grievance with the proper supervisor, department head, City Manager, or City Commission. This applies to, both general and uniformed department employees.

Grievance: I have not been properly compensated for the job duties I have performed in my job description of October 2021, which was the time the salary study was implemented.

Background: I was hired in October 2017 as a full-time (FT) Accounting Supervisor. At the time the City also employed a part-time (PT) pension administrator. At that time and still to this day each of the three pensions paid the City \$7,000 a year for a total of \$21,000 a year so that the City could provide pension administration services without cost to the City.

The bulk of the money went to pay the wages and FICA for the PT pension administrator, but a stipend was also given to the City Clerk. The City Clerk was responsible for the General Pension meetings and minutes. The PT pension administrator mostly worked remotely. She would come to the City offices at least once a month for 6 hours, sometimes twice a month. And the HR Director, with no extra compensation, was responsible for retirees' benefits management (health, dental, vision), tracking current employee contributions to the pensions monthly, and refunding resigned/terminated employees their contributions.

In October 2018 the PT pension administrator told the City she would be resigning effective Dec 31, 2018. I was offered an additional almost \$4,000 a year to take over the PT Pension Administrator's responsibilities in addition to the duties of Accounting Supervisor. See attachment 1 I also took over those pension tasks performed by the City Clerk. My job description and job title were changed were changed to Financial Services Supervisor and Pension Administrator. I accepted the offer because I was still within the first year of my employment and did not want to jeopardize my job. Also, this was my second Finance Director in that time period and the third City Manager so I felt uneasy in how stable my job would be. Finally, neither the new Finance Director or I really new how much work the pension administration would be given that there was no job description. However, the pensions continued to pay the City \$21,000 a year for a pension administrator.

In February 2021 the HR Director resigned and the remaining pension responsibilities that she had been doing were added to my job. I was then and currently am responsible for over 350 individual pension responsibilities: 150 current employees, 160 retirees and 40+ terminated/resigned employees in a year.

In July 2021, I was asked by my supervisor, the Finance Director, to update my job description for the upcoming Salary Study which I sent to my supervisor. She approved it and sent it to HR for the Salary Study. See attachment 4

By this time, I believed that I was not being fairly compensated and thought that this would be corrected once the Salary Study was implemented. I was very surprised when the Salary Study came back with my job at a grade 14 and a very minimal increase of 2%. See attachment 2

I found it difficult to believe that, among the very few cities that were used to compare salaries, there was a FT Financial Services Supervisor and Pension Administrator who was responsibilities for three local

plan pensions. I expressed my disbelief to my supervisor; however, I had no proof to justify my belief. And we both believed that the Salary Study had used my updated job description.

Why Now I have been asked repeatedly why I waited until early March 2024 to file my grievance.

I filed my grievance on March 20th, 2024 with my supervisor, the Finance Director, because I finally have verifications that I have not been properly compensated since the implementation of the Salary Study on October 2021.

First, in February 2024 the three pensions voted to no longer pay \$21,000 to the City in FY 2025 for a City employee to be the pension administrator. They collectively decided to hire an outside company for approximately \$70,000.

Then, in early March 2024, my supervisor, the Finance Director, asked me to create a revised job description to be used in hiring a person for my job once I retired. The job description was for a Financial Services Supervisor with almost all of the pension responsibilities removed. That revised job description was reviewed by my supervisor and HR posted it on the City's website on March 8, 2024 with a salary grade at grade 14.

After I saw it posted I set a meeting with my supervisor per the Grievance Policy. After multiple meetings with my supervisor and the HR Generalist (who my supervisor invited to the meetings) my grievance was not being satisfied by my supervisor. So, I followed the policy guidelines and asked for a meeting about the grievance with City Manager Bell.

In meeting with Mr. Bell, the HR Generalist and the Finance Director it was discovered that my HR personnel file did not contain the job description provided to the Salary Study. This is one fact that supports my contention that the Salary Study did not use the correct job description to slot my job in the grade/wage range. The Salary Study slotted my job description with the pension responsibilities also at a grade 14.

Before the current Finance Director was hired, I asked my staff to record their daily activities on their calendars so that the new Finance Director could have an understanding what each of us were doing. I did the same. I presented my calendar for late March 2023 through June 2023 which showed the time I spent on pension duties during the grievance meetings. My supervisor, the Finance Director, agreed that 1/3 of my time has been spent on pension duties. See attachment 8

I was asked how I can do a FT job and a PT job at the same time and not incur the City much overtime. I can only explain that I am very efficient and effectively manage my time.

After I explained my position that the job description for a Financial Services Supervisor posted on website with all those pension responsibilities removed could not be at the same grade (14) as the Financial Services Supervisor and Pension Administrator.

The City Manager directed the HR Generalist to contact the company that did the Salary Study with the current grade schedule for the Financial Services Supervisor job description.; (the one with no pension responsibilities)

At our next grievance meeting the HR Generalist informed us that the company that did the Salary Study was no longer in business. However, she researched comparable job descriptions from Green Cove Springs, Flagler Beach and Bunnell and found that Grade 14 was appropriate for the new job description.

This is the fact also that supports my grievance that I have been compensated properly.

On May 1, 2024 the City Manager then determined that the Financial Services Supervisor and Pension Administrator job description should be grade 15. He directed the HR Generalist to change my wages. He also directed her to give me retro pay back to when he took over the City Manager position, February 9th, 2024. See attachment 5

As supervisor for payroll, I have seen repeated changes to wages and retros given since the Salary Study was implemented. I did a public records request so that I could show you one recent example of a retro given for more than one fiscal year, and another example of a change in grade that had no change in job description. See attachments 6 and 7

I am presenting my grievance to you the Commission per the Grievance Policy to have you because I do not feel that my grievance has yet been satisfied. The City Manager had the HR Generalist retro my wages back 3 months (February through April 2024) I am requesting that I received a retro back to when the Salary Study was implemented for my job in October 2021.

SECTION 10.0

GRIEVANCE PROCEDURE

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- B.** If the immediate supervisor cannot give a satisfactory solution; the employee shall have the right to bring the grievance to the attention of the grievance committee, which is comprised of representatives of the various departments. The committee will hear the grievance and advise the employee as to its validity. If they feel so justified, they will take the grievance to the department head.
- C.** The department head shall effect a solution of the grievance and, if not, the employee shall be referred to the City Manager, and the department head shall assist the employee in every way.
- D.** The City Manager will meet with any employee on any grievance, at any time to effect a solution.
- E.** Public Safety departments are addressed by state "Bill of Rights".

10.2 GENERAL REQUIREMENTS:

- A.** All supervisors and department heads shall arrange to discuss a grievance, within seventy-two (72) hours after the grievance request has been reported to that supervisor, or department head. If this is not possible due to illness, leaves of any reasons, etc., the acting supervisor shall do so.
- B.** Failure to resolve any grievances, either with or without discipline, within seventy-two (72) hours, automatically gives the employee the right to register the grievance with the City Manager, and the City Manager shall arrange a hearing of the grievance with the proper supervisor, department head, City Manager, or City Commission. This applies to, both general and uniformed department employees.

10.3 SECTION 504 GRIEVANCE PROCEDURE:

The City of Palatka has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Housing and Urban Development/Florida Division of Community Affairs Regulations implementing section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794). Section 504 states, in part, that "no otherwise qualified handicapped individual.... shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Complaints should be addressed to:

City Manager
City of Palatka
201 N. 2nd Street
Palatka, Fl 32177
(904) 329-0100

who has been designated to coordinate section 504 compliance efforts.

10.4 PROCEDURES:

- A.** A complaint should be filed in writing, or verbally. And should contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- B.** A complaint should be filled within fifteen (15) days after the complainant becomes aware of the alleged violation (Processing of allegations of discrimination, which occurred before his grievance procedure was in place, will be considered on a case-by-case basis).
- C.** An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation shall be conducted by the City Manager. These rules contemplate informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint. Under the Housing and Urban Development/Florida Division of Community Affairs Regulations, the City of Palatka need not process complaints from applicants for employment, or from applicants for admission to post-secondary educational institutions.
- D.** A written determination as to the validity of the complaint, and a description of the Resolution, if any, shall be issued by the City Manager and a copy forwarded to the complainants no later than fifteen (15) days after its filing.
- E.** The Section 504 Coordinator shall maintain the files and records of the City of Palatka, relating to the complaints filed.

 Edit Note

attachment 1



Employee No: 10146 / Name: JILL A KEISER

#557868

Main

Attachment

Notes Class:

G - General Notes

Notes Text:

COLA incr 24.8300 to 25.8323

Pension duties incr 25.8323 to 27.7146

Print Note Text

☐ This note may be modified by other users

Save

Cancel

0 • C

27 • 7146 +

25 • 8323 -

002

1 • 89 *

1 • 89 x

2,080 • =

3,931 • 20 *

Yearly
increase →

TO: Personnel Department
CITY OF PALATKA

Please enter the following change as of

10/7/2021

NAME: JILL KEISER

Employee # 10146

FROM

Job Title	Dept	Pay Grade	Rate
Civilian			1150.00
			-
			-
			-
			-
		hourly rate	1150.00

TO

Job Title	Dept	Pay Grade	Rate
			11.50
		hourly rate	28.50

REASON FOR CHANGE

- | | |
|--|--|
| ☐ Hired | ☐ Length of Service |
| ☐ Re-hired | ☐ Re-evaluation of Existing Job |
| ☐ Promotion | ☐ Resignation |
| ☐ Demotion | ☐ Retirement |
| ☐ Transfer/Reassignment | ☐ Annual Step in Grade |
| ☐ Probation Completed | ☐ Termination |
| ☐ Education/Incentive | ☐ Step in Grade Maxed - Pay Adj |

Other reason or explanation:

SALARY STUDY NEW RATE-2%

Fire Date: _____

Last COS: _____

Resignation Date: _____

Termination Date: _____

Retirement Date: _____

AUTHORIZED BY:

Department Head

APPROVED BY:

Finance Director

APPROVED BY:

City Manager

PROCESSED BY

Human Resources

Payroll Initials : _____

attachment 3

Job - Posted on city website

Job Opportunities

Manage Job Postings

Use the Government Jobs tab to search through your municipality's employment opportunities. Subscribe to job posting notifications to be automatically alerted of the latest career opportunities by clicking on the Notify Me button.

Government Jobs Community Jobs

RSS

Notify Me@

Finance Department

Financial Services Supervisor

Position Summary:

This is a supervisory level accounting position responsible for the supervision and/or preparation of complex professional, accounting, pension, and finance functions necessary to maintain the accounting and financial records and systems of the City. The Financial Services Supervisor reports directly to the Finance Director. Interaction with

Job Details

Category
Finance Department

Status
Open

Open Until Filled

Salary
\$55,648.32 - \$81,900.00

Posted
March 8, 2024

Closing
Open Until Filled

Tools

Download Application

Apply Online

Job Profiles

Translate

City employees, numerous vendors and the public while maintaining a friendly environment within the Department is required.

The Financial Services Supervisor exercises direct supervision over clerical staff personnel in the Finance Department and indirectly advises other persons or organizations who perform any accounting functions for or on behalf of the City.

Essential Duties and Responsibilities:

- Supervises and/or performs the City's fiscal and accounting activities including financial accounting and reporting; internal controls; financial and accounting data processing; and payroll processing.
- Manages the general ledger accounts for non-enterprise and enterprise funds.
- Evaluates processes and drafts new processes and the related documentation to address operational needs.
- Trains users on ADG reporting, payroll, HR, requisitions, purchase orders, AP and AR processes.
- Assists in monitoring City compliance with grant

Select Language ▾

Go to [Translate](#)

program financial
operations and reporting
requirements.

- Assists with annual audit and CAFR.
- Supervises and/or performs cash handling tasks to include auditing and reconciling daily cash activities, deposit preparation and ensures that the deposits are taken to the bank.
- Completes yearly update tax rates, pension rates; quarterly taxes, RT6 etc; works with HR to create type codes create and map cost centers.
- Supervises and/or performs monthly bank statement reconciliations.
- Creates and maintains ADG user log ins, permissions and menus and changes to reports required by all departments.
- Creates and maintains GL accounts, update GL entries created by Finance Department staff.
- Creates GL entries for new, disposed and transferred fixed assets; reconciles at year end.
- Assists in the development of financial studies, annual budgets, plans, forecasts, estimates, and finance-related ordinances and resolutions.
- Assists in gathering,

Select Language ▾

Go to [Translate](#)

interpreting, and preparing data for studies or reports.

- Interacts with City employees, multiple vendors and the public over the phone and face to face.
- Promotes a customer friendly environment within the department.
- Liaison between the third-party pension administrators
- Performs other duties as assigned.

Environment & Physical Requirements

- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers to handle or feel objects, tools or controls; and reach with hands and arms.
- The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision and the ability to focus.
- The noise level in work environment is usually quiet to moderate.

Work Environment

Select Language ▾

Go [gla Translate](#)

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in work environment is usually quiet to moderate.

Qualifications

Education and/or Experience: •

Bachelor's degree or higher academic degree in accounting, business, public, or financial management or a related field and five years' experience in the public sector accounting field. •

Experience with pension administration is a plus. • CPA desired. • Possession of a valid Florida driver's license

Government Websites by [CivicPlus®](#)

Select Language ▾

Go [gla](#) [Translate](#)

Attachment 4



Job description
at time of
Salary study 791

Job Title: Financial Services Supervisor
Department: Finance
FLSA: Non-Exempt
Pay Grade: G14
Effective: September 2021
Revised: February 2023

Position Summary

This is a supervisory level accounting position responsible for the supervision and/or preparation of complex professional, accounting, pension, and finance functions necessary to maintain the accounting and financial records and systems of the City. The Financial Services Supervisor reports directly to the Finance Director. Interaction with City employees, numerous vendors and the public while maintaining a friendly environment within the Department is required.

The Financial Services Supervisor exercises direct supervision over staff personnel in the Finance Department and indirectly advises other persons or organizations who perform any accounting functions for or on behalf of the City.

Essential Duties and Responsibilities:

- Supervises (and if necessary performs) the City's fiscal and accounting activities of Financial Clerk I, Financial Clerk II and Grant Accountant. Final approver on all new vendors, customers, entry of all invoices to customers and entry of all invoices from vendors.
- Reviews and updates all daily general ledger batches created by finance staff.
- Manages the general ledger accounts for non-enterprise and enterprise funds; creates and maintains GL accounts per Florida Uniform Accounting Manual
- Supervises and/or performs cash handling tasks to include auditing and reconciling daily cash activities, deposit preparation and ensures that the deposits are taken to the bank promptly.
- Makes monthly bank transfers to maintain adequate balances for bank and DEO, SRF loan payments per amortization schedules.
- Responsible as final approver for all requisitions.
- Executes timely SRF loans and equipment loans payments.
- Creates and maintains ADG user log ins, permissions and menus and changes to reports required by all departments.
- Creates GL entries for surplus, disposed and transferred fixed assets.
- Supervises new asset creation and fixed asset reconciliation by grant Accountant at year end.
- Supervises and reviews creation of yearly SEFA by Grant Accountant.



- Assists in monitoring City compliance with grant program financial operations and reporting requirements.
- Supervises or performs yearly update tax rates, pension rates; quarterly taxes, RT6
- Trains all city staff on ADG reporting, payroll, requisitions, purchase orders, AP and AR processes.
- Point person for IT updates and purchases for city, including printers/scanners.
- Create and process monthly journal entries for special cemetery, VOCA, administrative cost transfer between funds.
- Final approver of finance staff biweekly timecards
- Maintains all vehicles titles.
- Works with HR to create type codes create and map cost centers.
- Creates, reconciles, and updates to the general ledger all bound journal entries of all EFT/ACH monthly payments to vendors and receipts from grants and the State of Florida payments.
- Works with Finance Director on monthly bank statement reconciliations.
- Evaluates processes and drafts new processes and the related documentation to address operational needs.
- Maintains internal controls.
- Promote staff development.
- Assists with annual audit and ACFR.
- Assists in the development of financial studies, annual budgets, plans, forecasts, estimates, and finance-related ordinances and resolutions.
- Assists in gathering, interpreting, and preparing data for studies or reports.
- Interacts with City employees, multiple vendors and the public over the phone and face to face.
- Promotes a costumer friendly environment within the department.
- Performs other duties as assigned.

Knowledge, Skills and Abilities:

- Knowledge of and experience with accounts receivable, accounts payable, purchase orders, fixed assets, general ledger and payroll systems and the demonstrated ability to oversee and supervise technical and financial staff performing those duties.
- Knowledge of governmental accounting principles and practices.
- Ability to assist in the preparation of governmental financial reports (GAAP).
- Ability to clearly communicate both verbally and in writing.
- Ability to interact effectively with various departments and outside vendors/customers.
- Ability to make computations and tabulations with speed and accuracy.



- Ability to communicate effectively both orally and in writing; ability to understand and follow complicated oral and written instructions.
- Ability to use a computer network workstation for financial activities.

Education and/or Experience:

- Bachelor's degree or higher academic degree in accounting/financial management or a related field and five years' experience in supervisory position in the accounting field.
- CPA desired.
- Possession of a valid Florida driver's license

Environment & Physical Requirements

- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers to handle or feel objects, tools, and controls; and reach with hands and arms.
- The employee is occasionally required to walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision and the ability to focus.
- The noise level in work environment is usually quiet to moderate.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel in this position.

An individual must be able to perform the essential functions of the job with or without reasonable accommodation. To perform this job successfully, the incumbent(s) will possess the skills, aptitudes, and abilities to perform each duty proficiently. Some requirements may exclude individuals who pose a direct threat or significant risk to the health or safety of themselves or others. The requirements listed in this document are the minimum levels of knowledge, skills, or abilities.

This document does not create an employment contract, implied or otherwise, other than an "at will" relationship.

Job Title: Pension Administrator
Department: Finance
FLSA: Non-Exempt
Pay Grade: G14
Effective: September 2021
Revised: February 2023

Position Summary

This is a supervisory level accounting position responsible for the preparation of complex professional, accounting, pension, and finance functions necessary to maintain the accounting and financial records and systems of the City's three retirement plans. The Pension Administrator reports directly to the Finance Director. Interaction with City employees, numerous vendors and the public while maintaining a friendly environment within the Department is required.

The Pension Administrator exercises directly advises other persons, or organizations who perform any accounting functions for or on behalf of the City of Palatka.

Essential Duties and Responsibilities:

- Authorizes pension banks to pay bills for each retirement plan.
- Prepares annual reports for each retirement plan for the actuary and the Florida Division of Retirement
- Balances monthly pension bank statements.
- Prepares statements of employee contributions.
- Maintains records and files on retirees, ex-employee refunds, deceased retirees, vested but not eligible for retirement ex-employees, DROP employees and the beneficiaries of current employees.
- Reconciles statement of employee contributions to ADG payroll system.
- Provides information, proper forms and support for employees that are retiring/retired, entering DROP.
- Responsible for all ex-employee pension refunds; from information and forms to calculations and refund check/direct deposit to ex-employees.
- Maintains list of current contact information for all retirees and contacts yearly for Alive and Well check.
- Computes and contacts Police and Fire department retirees for changes to monthly pension due to actuarial changes from state 175 and 185 monies.
- Intermediator between employees and pension banks for W-4, 1099R, and address updates.
- Intermediator for changes between retirees and health insurance plan providers.
- Intermediator between employees and actuary for DROP and retirement calculations.
- Intermediator between pension attorney and city employee, board members,

- for topic specific information and City Clerk for pension ordinance changes.
- Create yearly schedules of quarterly meetings, agendas, minutes, budgets, and expense reports for each of the three pension boards, then hosts virtually and attends in person.

Knowledge, Skills, and Abilities:

- Working knowledge of basic accounting functions, including reconciling, posting, and balancing.
- Knowledge of basic office business practices, including answering phones and drafting correspondence.
- Skilled in accurately recording general ledger transactions.
- Able to resolve issues related to accounts receivable invoices and other transactions.
- Proficient computer skills including electronic mail, record-keeping, word processing, and spreadsheets required.
- Ability to communicate effectively both orally and in writing; ability to understand and follow complicated oral and written instructions.
- Ability to make computations and tabulations with speed and accuracy.
- Ability to perform basic Government fund accounting.
- Ability to interact with City employees, numerous vendors and the public while maintaining a friendly environment within the Department.

Education and/or Experience:

- Accounting bachelor's degree and two years' experience in a general ledger accounting; or an equivalent combination of education and experience.
- Possession of a valid Florida driver's license.

Environment & Physical Requirements

- Little exposure to disagreeable elements
- Indoors, environmentally controlled
- Spend time sitting.
- Spend time using your hands to handle, control, or feel objects, tools, or controls.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel in this position.

An individual must be able to perform the essential functions of the job with or without reasonable accommodation. To perform this job successfully, the incumbent(s) will possess the skills, aptitudes, and abilities to perform each duty proficiently. Some requirements may exclude individuals who pose a direct threat or significant risk to the health or safety of themselves or others. The requirements listed in this document are the minimum levels of knowledge, skills, or abilities.

This document does not create an employment contract, implied or otherwise, other than an "at will" relationship.

CHANGE OF STATUS

TO: Personnel Department
CITY OF PALATKA

Please enter the following change as of

5/11/24

attachment 5

NAME: Jill Keiser

Employee # 10146

FROM

Job Title	Dept	Pay Grade	Rate
Financial Services Supervisor		<u>G14</u>	<u>1,170.00</u>
		Step 6	0.00
			0.00
			0.00
			0.00
			0.00
			0.00
		hourly rate	0.00

TO

Job Title	Dept	Pay Grade	Rate
Financial Services Supervisor		<u>G15</u>	<u>1,200.00</u>
		Step 8	0.00
			0.00
			0.00
			0.00
			0.00
			0.00
		hourly rate	0.00

hrly
wkly
yrly

REASON FOR CHANGE

- | | |
|--|---|
| ☐ Hired | ☐ Length of Service |
| ☐ Re-hired | ☒ Re-evaluation of Existing Job |
| ☐ Promotion | ☐ Resignation |
| ☐ Demotion | ☐ Retirement |
| ☐ Transfer/Reassignment | ☐ Annual Step in Grade |
| ☐ Probation Completed | ☐ Termination |
| ☐ Education/Incentive | ☐ Step in Grade Maxed - Pay Adj. |

Other reason or explanation: _____

Hire Date 10/25/2017

Cost Center 22513

Last COS 10/1/2023

Resignation Date: _____

Termination Date: _____

Retirement Date: _____

AUTHORIZED BY: _____

APPROVED BY: _____

APPROVED BY: _____

PROCESSED BY: _____

Payroll Initials: UT

TO Personnel Department
CITY OF PALATKA

CHANGE OF STATUS

attachmat 6

Please enter the following change as of

1/18/2023

NAME: [REDACTED]

Employee # 4224418

FROM

Job Title	Dept	Pay Grade	Rate
[REDACTED]			[REDACTED]
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
		hourly rate	[REDACTED]

TO

Job Title	Dept	Pay Grade	Rate
[REDACTED]			[REDACTED]
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
		hourly rate	[REDACTED]

hrly
wkly
yrly

REASON FOR CHANGE

- | | |
|--|--|
| ☐ Hired | ☐ Length of Service |
| ☐ Re-hired | ☐ Re-evaluation of Existing Job |
| ☐ Promotion | ☐ Resignation |
| ☐ Demotion | ☐ Retirement |
| ☐ Transfer/Reassignment | ☐ Annual Step in Grade |
| ☐ Probation Completed | ☐ Termination |
| ☐ Education/Incentive | ☐ Step in Grade Maxed - Pay Adj |

Other reason or explanation:

Job Position Reclass G10 to G13

Hire Date 5/3/2021

Cost Center

Last COS:

FMLA

Resignation Date:

Leave w/wo Pay

Termination Date:

Retirement Date:

AUTHORIZED BY

Department Head

APPROVED BY

Finance Director

APPROVED BY

City Manager

PROCESSED BY

Human Resources

Payroll Initials:

ENTERED
JAN 31 ENT'D
BY:

Example 1
Obtained by
public records
request.
Salary Study rate
changed without
job title change

attached

RETRO CALCULATIONS

NAME	RATE	HRS	O.T. RATE	O.T. HRS	SICK	HOLIDAY	ON CALL	TOTAL	NEW RATE	NEW O.T. RATE	TOTAL
[REDACTED]	9/2/2022	12						12	196.20		
	9/16/2022	12						12	196.20		
	9/28/2022	12						12	196.20		
	10/14/2022	12						12	206.04		
	10/28/2022	12						12	206.04		
	11/10/2022	12						12	206.04		
	11/23/2022	12						12	206.04		
	12/9/2022	12						12	206.04		
	12/22/2022	12						12	206.04		
	1/6/2023	12						12	206.04		
	1/20/2023	12						12	206.04		
	2/3/2023	12						12	206.04		
	2/17/2023	12						12	206.04		
	3/3/2023	12						12	206.04		
	3/17/2023	12						12	206.04		
	3/31/2023	12						12	206.04		
	4/14/2023	12						12	206.04		
	4/28/2023	12						12	206.04		
	5/12/2023	12						12	206.04		
	5/26/2023	12						12	206.04		
	6/9/2023	12						12	206.04		
	6/23/2023	12						12	206.04		
	7/7/2023	12						12	206.04		
		276						TOTAL DUE			\$4,709.40

Example 2
Obtained thru
Public records request
Given on 3/15/24
for past 2 fiscal years

attachmet 8

March 27, 2023 - April 2, 2023

March 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Monday, March 27

- ☐ 12:00am Palatka Downtown CRA Audit fieldwork (RK/JR/RH/WH/TW3) (remote and / or on site as needed) - Audit Calendar →
- ☐ ROSA VOYA
- ☒ 9:00am - 9:30am Budget Discussion (Microsoft Teams Meeting) - Jonathan Griffith

Tuesday, March 28

- ☐ ← Palatka Downtown CRA Audit fieldwork (RK/JR/RH/WH/TW3) (remote and / or on site as needed) - Audit Calendar →
- ☒ 9:30am - 10:00am ISLAND MAINT INVOICING ↻
- ☒ 9:30am - 10:00am SIGN timecard ↻
- ☒ 10:00am - 10:30am B Keith pension
- ☒ 11:00am - 11:30am A Kunsberg Pension
- ☒ 11:30am - 12:00pm Casto pension

Wednesday, March 29

- ☐ ← Palatka Downtown CRA Audit fieldwork (RK/JR/RH/WH/TW3) (remote and / or on site as needed) - Audit Calendar →
- ☒ 10:00am - 10:30am J Dudash Pension
- ☒ 10:30am - 11:00am BCA -pension
- ☒ 12:00pm - 1:30pm Florida's Rising Seas: Sea Level 2040 and Sea Level 2070 Webinar

Thursday, March 30

- ☐ ← Palatka Downtown CRA Audit fieldwork (RK/JR/RH/WH/TW3) (remote and / or on site as needed) - Audit Calendar →
- ☐ End of month ↻
- ☒ 8:00am - 8:30am Pay day ↻
- ☒ 4:00pm - 5:00pm Jonathan meeting with Desiree Akins (SK) - Sunni Krantz
- ☒ 4:00pm - 4:30pm Amerisbank meeting (City Hall) - Jill Keiser

Friday, March 31

- ☐ ← 12:00am Palatka Downtown CRA Audit fieldwork (RK/JR/RH/WH/TW3) (remote and / or on site as needed) - Audit Calendar
- ☐ End of the Month - Cash Drawer Due - Lauren Shank ↻
- ☒ 11:00am - 11:30am Visit with ADG (N. 2nd St., Palatka, FL (201 N 2nd St, Palatka, FL 32177)) - Kelly Metcalf
- ☐ 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City Hall - Linda) - Amanda Turbeville ↻

Saturday, April 1

Sunday, April 2

April 3, 2023 - April 9, 2023

April 2023						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Monday, April 3

- ☐ Close AR (Microsoft Teams Meeting) - Jill Keiser ☺
- ☐ move interest from IC to MM ☺
- ☒ 8:00am - 8:30am Benepay report download ☺
- ☒ 9:00am - 9:30am Pension Capital City reports
- ☐ 10:00am - 11:00am reports to begin bound journal
- ☒ 12:00pm - 12:30pm Bartholomew pension letter sent
- ☐ 1:30pm - 3:30pm bound journal entries

Tuesday, April 4

- ☐ 9:00am - 11:30am FD retro payroll
- ☐ 1:30pm - 2:30pm JE for special cemetery ☺
- ☐ 3:00pm - 3:30pm FF supplemental comp invoice
- ☐ 4:00pm - 5:00pm Planning Board - Sunni Krantz ☺

Wednesday, April 5

- ☐ Linda out
- ☐ 8:00am - 8:30am Titan revenue report (Microsoft Teams Meeting) - Jill Keiser ☺
- ☐ 9:00am - 9:30am Reno - Rec bank report due
- ☐ 10:00am - 11:00am Review AP batch
- ☐ 11:00am - 11:30am LeaseQuery webinar
- ☐ 11:00am - 11:30am Visual Lease Demo with City of Palatka (<https://visuallease.zoom.us/j/4340565967?from=addon>) - Paul Wolf
- ☒ 12:00pm - 12:30pm Krueger pension letter sent
- ☐ 12:30pm - 1:30pm GRANT work with Jackie
- ☐ 2:00pm - 2:30pm update AP work file
- ☐ 3:00pm - 5:00pm Saviak training begins ☺

Thursday, April 6

- ☒ 8:00am - 8:30am Pension VOYA report ☺
- ☐ 8:30am - 10:00am Linda at Airport (airport)
- ☒ 9:00am - 9:30am 3 Klausner pension invoices paid
- ☒ 10:00am - 10:30am Pension SEI reports
- ☐ 10:30am - 11:30am make new ADG access codes
- ☐ 11:30am - 12:30pm AR reconcile training (Microsoft Teams Meeting)
- ☐ 1:30pm - 3:00pm Firefighters change reversed for payroll (Microsoft Teams Meeting) - Jill Keiser
- ☐ 3:00pm - 4:00pm Grant - Jackie
- ☐ 4:00pm - 4:30pm review EE file Hamby

Friday, April 7

- ☒ Holiday
- ☐ 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City Hall - Linda) - Amanda Turbeville ☺

Saturday, April 8

Sunday, April 9

- ☐ EASTER

April 10, 2023 - April 16, 2023

April 2023							May 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

Monday, April 10

- ☐ Fire Supp Comp (accounting) ↻
- 9:00am - 9:30am Sunni - Mayor's bank accounts signatures
- 10:00am - 11:00am Change user ADG access
- 11:30am - 12:00pm Pension - Krueger appt
- 2:00pm - 3:00pm Mail machine lease options
- ☐ 5:00pm - 6:00pm Zoom link for CRA Meeting if needed (SK)
(<https://us06web.zoom.us/j/89223022854?pwd=N2xuWTZPNWtOM3dqOCTKSDJEUnlyZz09>) - Sunni Krantz

Tuesday, April 11

- 9:30am - 10:00am SIGN timecard ↻
- 10:00am - 10:30am Frankie Lubeley's Zoom Meeting
(<https://mhcautomation.zoom.us/j/95556639976?pwd=Y1pEOXNXRIFBd2Q3U1g0TEVaWkcwdz09>) - Frankie Lubeley
- 10:00am - 10:30am MHC & City of Palatka, FL Introductory Meeting (Microsoft Teams Meeting) - Frankie Lubeley
- 10:30am - 11:00am Amerisbank - send new signatures
- 11:30am - 12:00pm Pension S Feagin 1099
- 2:00pm - 4:30pm Linda has AP training with Sherri
- 2:00pm - 4:00pm Budget training (City Hall)

Wednesday, April 12

- 7:30am - 9:30am Linda has AP training with Sherri
- 9:00am - 9:30am pension McCann
- 10:00am - 11:00am Review AP batch ↻
- 11:00am - 11:30am review Fuel tax refund
- 11:30am - 2:00pm Audit
- 2:00pm - 3:30pm reallocate sludge expense
- ☐ 3:00pm - 5:00pm Saviak training ↻
- 3:30pm - 4:30pm audit
- 4:30pm - 5:00pm Review PR approvals

Thursday, April 13

- 8:00am - 8:30am Pay day ↻
- 8:30am - 9:00am Pension E West
- 9:00am - 9:30am SRF CW54023 PAY TODAY
- 10:00am - 10:30am Pension E West
- 11:00am - 12:00pm review payroll journal ↻
- 1:00pm - 1:30pm Amazon link for Sophia
- 1:30pm - 2:00pm PFM agreement update
- 2:00pm - 3:30pm budget input
- 4:00pm - 4:30pm Golf revenue report March
- 4:30pm - 5:00pm Pension refund paperwork
- 6:00pm - 9:30pm Zoom link for City Commission Mtg. if needed (SK)
(<https://us06web.zoom.us/j/84202479943?pwd=cnpHWIQxZklEc0JZWx>)
- ☐ 6:00pm - 8:00pm City Commission Mtg. (SK) - Sunni Krantz ↻

Friday, April 14

- ☐ Jackie out
- 8:30am - 9:00am Contact bank about Install Mayor's thumb drive in printer
- 9:00am - 10:00am HR review two new EE files
- 10:00am - 10:30am Requisitions review
- 11:00am - 11:30am Pension contribution refund
- 11:30am - 12:00pm Review 2nd payroll batch
- 12:00pm - 1:00pm Post VOCA entries for March
- 2:00pm - 2:30pm Pension income letter
- ☐ 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City Hall - Linda) - Amanda Turbeville ↻
- 2:30pm - 3:00pm Traffic Signal billings ↻

Saturday, April 15

Sunday, April 16

April 17, 2023 - April 23, 2023

April 2023							May 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
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Monday, April 17

- ☐ 8:30am - 9:00am Contact Connor/Virginia on returned direct deposit
- ☐ 9:00am - 9:30am Train Linda AP invoice/check writing
- ☐ 9:30am - 10:00am Approve 2 new vendors/ 12 reqs
- ☐ 10:00am - 10:30am Review Golf 6 month
- ☒ 10:30am - 11:00am Pension - phone call from retiree
- ☐ 11:00am - 12:30pm Audit
- ☐ 1:30pm - 4:30pm AUDIT

Tuesday, April 18

- ☐ 8:30am - 9:00am FBNO order new card for Yul
- ☒ 9:00am - 9:30am Pension - Steve Buck
- ☒ 9:30am - 10:00am Pension bank rec
- ☒ 10:00am - 10:30am Pension 2 contribution refund
- ☒ 10:30am - 12:30pm Pension - bank recs
- ☒ 1:30pm - 3:00pm pension bank rec
- ☐ 3:00pm - 3:30pm Budget work with Jackie
- ☐ 3:30pm - 5:00pm Audit

Wednesday, April 19

- ☐ 8:00am - 8:30am cut advance check for W Jones (Rural Days) - Jill Keiser
- ☐ 8:30am - 9:30am HR Groups grades, steps
- ☐ 9:30am - 10:45am Review AP batch ↻
- ☐ 11:00am - 11:30am req approvals and check verify
- ☐ 11:30am - 12:30pm audit
- ☐ 2:00pm - 2:30pm reorg Finance Director's office
- ☐ 3:00pm - 5:00pm Saviak training ↻
- ☒ 4:00pm - 4:30pm Pension fix expense sheet
- ☐ 4:30pm - 5:00pm HR group/grade/step

Thursday, April 20

- ☐ 8:30am - 9:00am Budget meet with Jonathan
- ☐ 9:00am - 9:30am budget create new capital GL accounts for PD
- ☒ 9:30am - 10:00am Pension VOYA
- ☐ 10:00am - 12:00pm HR grades/steps
- ☐ 12:00pm - 12:30pm req/POs
- ☐ 12:30pm - 1:00pm Code Enforce Wire Transfer
- ☐ 2:00pm - 2:30pm Budget
- ☒ 2:30pm - 3:00pm Pension pay bills
- ☐ 3:00pm - 3:30pm Code Enforcement wire
- ☐ 3:30pm - 5:00pm Audit

Friday, April 21

- ☐ 12:00am Chief Shaw Out (SK) - Sunni Krantz →
- ☐ 9:00am - 11:00am Final Budget Training (City Hall- In Person) - Lauren Shank
- ☐ 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City Hall - Linda) - Amanda Turbeville ↻

Saturday, April 22

- ☐ ← Chief Shaw Out (SK) - Sunni Krantz →

Sunday, April 23

- ☐ ← Chief Shaw Out (SK) - Sunni Krantz →
- ☐ Sunni's B day ↻

April 24, 2023 - April 30, 2023

April 2023							May 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
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Monday, April 24

- ☐ < Chief Shaw Out (SK) - Sunni Krantz →
- 9:30am - 10:00am public records request Valeria
 - 10:00am - 12:30pm box files for move
 - 1:00pm - 4:30pm box files for move
 - 4:30pm - 5:00pm audit

Tuesday, April 25

- ☐ < Chief Shaw Out (SK) - Sunni Krantz →
- 9:30am - 10:00am SIGN timecard ↻
 - 10:00am - 10:30am print timesheets for FD
 - 10:30am - 12:00pm review DEO doc from onsite monitoring
 - 12:00pm - 1:00pm Enter Debt budgets
 - 1:00pm - 1:30pm ADG about training 2nd time
 - 1:30pm - 3:00pm review DEO doc from onsite monitoring
 - 3:00pm - 3:30pm Pension W Lambert
 - 3:30pm - 4:00pm IT order computers & Jenkins connections
 - 4:00pm - 4:30pm Airport new credit card received

Wednesday, April 26

- ☐ < Chief Shaw Out (SK) - Sunni Krantz →
- 7:30am - 8:00am Jackie off
 - 8:00am - 8:45am DENTIST APPT
 - 9:00am - 9:30am HR COBRA payments and invoices
 - 10:30am - 11:00am Pension Lambert
 - 11:00am - 12:00pm Review AP batch ↻
 - 12:00pm - 12:30pm Budget Kayla
 - 1:00pm - 4:30pm Stale Check to State
 - 3:00pm - 5:00pm Saviak training ↻

Thursday, April 27

- ☐ < Chief Shaw Out (SK) - Sunni Krantz →
- 8:00am - 8:30am Pay day ↻
 - 8:30am - 9:30am HR review new employee folders
 - 9:30am - 11:00am review payroll journal ↻
 - 11:00am - 11:30am Budget add accounts for grants
 - 11:30am - 12:00pm AP vendor updates
 - 12:00pm - 12:30pm Budget report for Jonathan
 - 1:30pm - 3:00pm new GLs for grants
 - 3:00pm - 4:00pm REQ/POS
 - 4:00pm - 5:00pm PENSION PGA
 - 6:00pm - 8:00pm City Commission Mtg. (SK) - Sunni Krantz ↻
 - 6:00pm - 8:00pm Zoom link for City Commission Mtg. if needed (SK)
- (<https://us06web.zoom.us/j/87888681475?pwd=bWpURUIyeUZ5Zk5mZ>)

Friday, April 28

- ☐ < Chief Shaw Out (SK) - Sunni Krantz →
- ☐ End of month ↻
- 8:30am - 9:00am Pension R Bartholomew
 - 9:00am - 9:30am Pension Waycaster
 - 9:30am - 10:00am Vendor letter/packet update (Accounting Office) - Jill Keiser
 - 10:00am - 11:30am Setup for retirement party
 - 11:30am - 12:45pm Budget meeting
 - 1:00pm - 1:30pm ADG Meeting w/ Jill @ Palatka (Microsoft Teams Meeting) - Stephanie Cooper
 - 2:00pm - 4:00pm Retirement Reception (SK) (Price Martin) - Sunni Krantz
 - 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City Hall - Linda) - Amanda Turbeville ↻
 - 4:00pm - 4:30pm Budget with Jackie

Saturday, April 29

- ☐ < Chief Shaw Out (SK) - Sunni Krantz →

Sunday, April 30

- ☐ < Chief Shaw Out (SK) - Sunni Krantz →

May 1, 2023 -
May 7, 2023

May 2023							June 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5				1	2	3	
7	8	9	10	11	12	13		4	5	6	7	8	9
14	15	16	17	18	19	20		11	12	13	14	15	16
21	22	23	24	25	26	27		18	19	20	21	22	23
28	29	30	31					25	26	27	28	29	30

Monday, May 1

- ☐ ← 12:00am Chief Shaw Out (SK) - Sunni Krantz
 - ☐ 12:00am Virginia Vacation (SK) - Sunni Krantz →
 - ☐ Close AR (Microsoft Teams Meeting) - Jill Keiser ↻
 - ☐ 8:30am - 9:00am emails Lauren and mine
 - ☐ 9:00am - 9:30am review bank statments
 - ☐ 9:30am - 10:00am Lighting agreement billings ↻
 - ☐ 10:00am - 10:30am Pension D Hager
 - ☐ 10:30am - 11:00am HR review new employees
 - ☐ 11:00am - 11:30am Pension setup new employees
 - ☐ 11:30am - 12:00pm Pension new signature forms Cap city
 - ☐ 12:00pm - 12:30pm Budget
 - ☐ 12:30pm - 1:00pm budget amendments into GL
 - ☐ 1:00pm - 1:30pm Emails for budget amendments
- More Items...

Tuesday, May 2

- ☐ ← Virginia Vacation (SK) - Sunni Krantz →
- ☐ move interest from IC to MM ↻
- ☐ 8:30am - 9:00am emails Lauren and mine
- ☐ 9:00am - 10:30am Pension monthly invoices
- ☐ 10:30am - 11:00am Title for new Garbage truck is lost
- ☐ 11:00am - 11:30am Pension B McCann
- ☐ 11:30am - 12:00pm IT order monitors
- ☐ 12:00pm - 12:30pm Audit upload bank statements
- ☐ 12:30pm - 1:00pm Budget start removing ADG access
- ☐ 2:00pm - 2:30pm contact ADG for Mandi
- ☐ 2:30pm - 3:00pm Overdue invoice Del
- ☐ 3:00pm - 3:30pm Sherri leaves early
- ☐ 3:30pm - 4:00pm Zoning and STS approvals
- ☐ 4:00pm - 5:00pm Planning Board - Sunni Krantz ↻

Wednesday, May 3

- ☐ ← Virginia Vacation (SK) - Sunni Krantz →
- ☐ 8:00am - 8:30am Benepay report download ↻
- ☐ 8:30am - 9:00am Pension SEI reports
- ☐ 9:00am - 9:30am Review cleared checks
- ☐ 9:30am - 10:00am Pension refunds for termed Firefighters
- ☐ 10:00am - 10:30am rec Titan to bank
- ☐ 10:30am - 12:00pm Review AP batch ↻
- ☐ 12:00pm - 1:00pm Pension Waycaster
- ☐ 1:00pm - 1:30pm Budget
- ☐ 1:30pm - 2:00pm Benepay report scheduled
- ☐ 3:00pm - 5:00pm Saviak training begins ↻
- ☐ 4:30pm - 5:00pm left early no lunch or breaks

Thursday, May 4

- ☐ ← Virginia Vacation (SK) - Sunni Krantz →
 - ☐ 8:30am - 9:00am emails mine and Lauren
 - ☐ 9:00am - 9:30am Mail machine load and create new req
 - ☐ 9:30am - 10:30am Req 25
 - ☐ 10:30am - 11:00am Train Linda req voids, holds etc clean up
 - ☐ 11:00am - 11:30am Budgets status update
 - ☐ 11:30am - 12:00pm Pension VOYA move \$200K
 - ☐ 12:00pm - 12:30pm Req 12
 - ☐ 12:30pm - 1:00pm Pension review PD and FD bank recs
 - ☐ 2:00pm - 2:30pm IT packages/POs
 - ☐ 2:30pm - 3:00pm Train Linda AR end of month
 - ☐ 3:00pm - 3:30pm search titles
 - ☐ 3:30pm - 4:00pm req approvals
- More Items...

Friday, May 5

- ☐ ← Virginia Vacation (SK) - Sunni Krantz →
- ☒ sick
- ☐ JE for special cemetery ↻
- ☐ 8:00am - 8:30am Titan revenue report (Microsoft Teams Meeting) - Jill Keiser ↻
- ☐ 8:00am - 8:30am VOYA report ↻
- ☐ 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City Hall - Linda) - Amanda Turbeville ↻

Saturday, May 6

- ☐ ← Virginia Vacation (SK) - Sunni Krantz →

Sunday, May 7

- ☐ ← Virginia Vacation (SK) - Sunni Krantz →

May 8, 2023 - May 14, 2023

May 2023						
Su	Mo	Tu	We	Th	Fr	Sa
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Monday, May 8

- ☐ ← 12:00am Virginia Vacation (SK) - Sunni Krantz
- ☐ 26/23
- ☒ 8:30am - 9:30am emails/ reqs
- ☒ 9:30am - 10:00am Sp Cemetery JE for April
- ☒ 10:00am - 10:30am Pension review/fix PD JE by Linda
- ☒ 10:30am - 11:30am Pension Burnie Davis
- ☒ 11:30am - 12:00pm IT quote for computer
- ☒ 12:00pm - 12:30pm work with Don and Sunni on travel policy
- ☒ 12:30pm - 1:30pm Art League check receiving for Rec Dept
- ☐ 12:40pm - 5:00pm Linda left sick
- ☒ 1:30pm - 2:00pm more work with Sunni on travel for
- ☒ 2:00pm - 2:30pm Records request work with Kayla
- ☒ 2:30pm - 3:00pm IT computer replacements discussion

More Items...

Tuesday, May 9

- ☒ 8:30am - 9:00am emails
- ☒ 9:00am - 9:30am Grants JE
- ☒ 9:15am - 11:45am Linda DR. appt
- ☒ 9:30am - 10:00am SIGN timecard ☺
- ☒ 10:00am - 10:30am Budget create new grant accounts
- ☒ 10:30am - 11:30am Bound journal April
- ☒ 11:30am - 12:30pm Pension PD Sorensen
- ☒ 1:30pm - 2:00pm Bank deposit drop off
- ☒ 2:00pm - 2:30pm FDOT TSMC Del and PM not received
- ☒ 2:30pm - 3:30pm bound journal
- ☒ 3:30pm - 4:00pm Jonathan discussion on ADG conference travel
- ☒ 4:00pm - 4:30pm Jonathan find and copy all 8 attendees backup to ADG conference

Wednesday, May 10

- ☒ 8:30am - 9:00am emails
- ☒ 9:00am - 11:00am Review AP batch ☺
- ☐ 10:15am - 10:30am Canceled event: LeaseQuery + City of Palatka, FL | Introduction @ Wed May 10, 2023 10:15am - 10:30am (EDT)
- ☒ 11:00am - 11:30am ADG Access change
- ☒ 11:30am - 12:00pm ADG training Linda open PO report
- ☒ 12:00pm - 1:00pm Pizza Time - May 10 @ 12 PM (City hall) - Sunni Krantz
- ☒ 12:00pm - 12:30pm Pension Hager
- ☒ 12:30pm - 1:00pm Pension P Davis
- ☒ 1:00pm - 1:30pm Time cards issued to be resolved
- ☒ 1:30pm - 2:00pm Train Linda Open PO reports
- ☐ 3:00pm - 5:00pm Saviak training begins ☺
- ☒ 4:00pm - 5:00pm Pension Holmes

Friday, May 12

- ☐ 12:00am Copy: Sunni 2-day Vacation (SK) - Don Holmes →
- ☐ 12:00am Sunni 2-day Vacation (SK) - Sunni Krantz →
- ☒ 8:30am - 9:00am emails
- ☒ 9:00am - 9:30am payroll banking reports
- ☒ 9:30am - 10:00am Banking fob for new Finance Director
- ☒ 10:00am - 10:30am Jonathan changes to Req ladder
- ☒ 10:30am - 11:00am HR updates on commission meeting
- ☒ 11:00am - 11:30am Req/PO
- ☒ 11:30am - 12:00pm IT orders, EE setup drives
- ☒ 12:00pm - 12:30pm Ameris bank Treasury
- ☒ 12:30pm - 1:00pm FL Blue proshare
- ☒ 2:00pm - 2:30pm HR review new EE
- ☐ 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City

More Items...

Thursday, May 11

- ☒ 8:00am - 8:30am Pay day ☺
- ☒ 8:30am - 9:00am emails
- ☒ 9:00am - 9:30am Payroll issues to be resolved
- ☒ 9:30am - 10:00am Grant funds tracking down
- ☒ 10:00am - 11:00am review payroll journal ☺
- ☒ 11:00am - 11:30am Pension D Hager
- ☒ 11:30am - 12:00pm Pension FD policy change to light duty
- ☒ 12:00pm - 12:30pm audit county reports
- ☒ 12:30pm - 1:00pm audit cash receipts report
- ☒ 2:00pm - 2:30pm Pension A Kunsberg FD
- ☒ 2:30pm - 3:00pm req/POs
- ☒ 3:00pm - 3:30pm Pension Kunsberg
- ☒ 3:30pm - 4:00pm Pension C Wall

More Items...

Saturday, May 13

- ☐ ← Copy: Sunni 2-day Vacation (SK) - Don Holmes →
- ☐ ← Sunni 2-day Vacation (SK) - Sunni Krantz →

Sunday, May 14

- ☐ ← Copy: Sunni 2-day Vacation (SK) - Don Holmes →
- ☐ ← Sunni 2-day Vacation (SK) - Sunni Krantz →

May 15, 2023 - May 21, 2023

May 2023							June 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5	6				1	2	3
7	8	9	10	11	12	13		4	5	6	7	8	9
14	15	16	17	18	19	20		11	12	13	14	15	16
21	22	23	24	25	26	27		18	19	20	21	22	23
28	29	30	31					25	26	27	28	29	30

Monday, May 15

- ☐ < 12:00am Copy: Sunni 2-day Vacation (SK) - Don Holmes
- ☐ < 12:00am Sunni 2-day Vacation (SK) - Sunni Krantz
- ☐ 8:30am - 9:00am review emails
- ☐ 9:00am - 9:30am Audit upload unrecorded liabilities
- ☐ 9:30am - 10:00am IT change to sysadmin
- ☒ 10:00am - 10:30am Pension questions from Foster & Foster
- ☐ 10:30am - 12:00pm Finance Director meeting
- ☐ 1:00pm - 4:30pm LINDA OUT
- ☐ 1:00pm - 1:30pm req/POs
- ☐ 1:30pm - 2:00pm MAIL
- ☐ 2:00pm - 2:30pm new vendors review
- ☐ 2:30pm - 3:00pm FMIT invoice allocation
- ☒ 3:00pm - 3:30pm Pension McHellen income letter

More Items...

Tuesday, May 16

- ☐ 8:30am - 9:00am emails
- ☐ 9:00am - 10:00am audit questions
- ☐ 10:30am - 2:00pm Marcia meeting
- ☒ 2:00pm - 3:00pm Pension Patrick call him
- ☐ 3:00pm - 3:30pm Req/PO
- ☐ 3:30pm - 4:00pm JE for budget transfer
- ☐ 4:00pm - 5:00pm deposits March and April

Wednesday, May 17

- ☐ 8:30am - 9:00am emails
- ☐ 9:30am - 11:30am Marcia meeting
- ☐ 11:30am - 1:00pm Review AP batch ☹
- ☒ 2:30pm - 3:00pm Pension email for docs for meeting
- ☒ 3:00pm - 3:30pm Pension J Williams
- ☐ 3:00pm - 5:00pm Saviak training begins ☹
- ☐ 3:30pm - 4:00pm bank rec Sept
- ☐ 4:00pm - 4:30pm req error email ADG

Thursday, May 18

- ☐ 8:30am - 9:00am emails
- ☒ 9:00am - 9:30am Pension Williams 1099Rs
- ☐ 9:30am - 10:00am ADG PO signature issue
- ☐ 10:00am - 1:00pm Maric meeting for bank rec
- ☒ 2:00pm - 2:30pm Pension S Holmes
- ☒ 2:30pm - 3:00pm Pension fix GE bank rec
- ☒ 3:00pm - 3:30pm Pension Fix FD bank rec
- ☒ 3:30pm - 4:00pm Pension Fix PD bank rec

Friday, May 19

- ☐ 8:30am - 9:00am emails
- ☐ 9:00am - 9:30am IT change email in ADG
- ☐ 9:30am - 10:00am Jonathan copies of 4 years of Legal
- ☒ 10:00am - 10:30am Pension Sunshine
- ☐ 10:30am - 11:00am Grants move expense
- ☐ 11:00am - 1:00pm audit cash receipts
- ☒ 2:00pm - 2:30pm Pension F Lumpkin
- ☐ 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City Hall - Linda) - Amanda Turbeville ☹
- ☐ 2:30pm - 3:30pm Audit cash receipts
- ☒ 3:30pm - 4:00pm Pension expense reports
- ☐ 4:00pm - 4:30pm Audit payroll

Saturday, May 20

Sunday, May 21

May 22, 2023 - May 28, 2023

May 2023						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Monday, May 22

- ☐ 8:30am - 9:00am emails
- ☐ 9:30am - 10:00am IT setup new monitor
- ☐ 10:00am - 11:30am Pension minutes/agendas
- ☐ 11:30am - 12:00pm Pension C Wall
- ☐ 1:00pm - 2:00pm IT issue B&Z PNP not posting back email and phone call
- ☐ 1:30pm - 2:00pm IT issue B&Z postback not happening
- ☐ 2:00pm - 3:30pm Pension minutes and reminders
- ☐ 3:30pm - 4:00pm Budget transfer and PO change orders
- ☐ 4:00pm - 5:00pm Pension Agendas

Tuesday, May 23

- ☐ 8:30am - 9:00am emails
- ☐ 9:00am - 9:30am Pension C Wall
- ☐ 9:30am - 10:00am SIGN timecard ↻
- ☐ 10:00am - 11:00am Pension agendas
- ☐ 11:00am - 12:30pm IT ADG Credit card issues
- ☐ 1:30pm - 4:00pm Sherri out - Dentist
- ☐ 1:30pm - 2:00pm mail/packages
- ☐ 2:00pm - 5:00pm Linda out - DR appt
- ☐ 2:00pm - 2:30pm Grants
- ☐ 2:30pm - 3:00pm T Hill check
- ☐ 3:00pm - 3:30pm Grants Streetscapes
- ☐ 3:30pm - 5:00pm Pension State report

Wednesday, May 24

- ☐ 8:30am - 9:00am emails
- ☐ 9:00am - 9:30am req/POs
- ☐ 9:30am - 10:00am Pension confirm attendees
- ☐ 10:00am - 11:00am Review AP batch ↻
- ☐ 11:00am - 11:30am Grants budget transfer and PO change order
- ☐ 11:30am - 12:00pm IT products received and schedule moves
- ☐ 12:00pm - 12:30pm Payroll change setups for approvals
- ☐ 12:30pm - 1:00pm ADG contact about no emails with reqs anymore
- ☐ 2:00pm - 2:30pm Reqs/ POs
- ☐ 2:30pm - 3:30pm Sept bank rec
- ☐ 3:00pm - 5:00pm Saviak training begins ↻
- ☐ 3:30pm - 4:00pm Grants substitute W-9
- ☐ 4:00pm - 5:00pm ADG POs not being emailed

Thursday, May 25

- ☒ 12:00am vacation →
- ☐ 8:00am - 8:30am Pay day ↻
- ☐ 11:00am - 12:00pm review payroll journal ↻
- ☐ 6:00pm - 8:00pm City Commission Mtg. (SK) - Sunni Krantz ↻
- ☐ 6:00pm - 8:00pm Zoom link for City Commission meeting if needed (SK)
(<https://us06web.zoom.us/j/83270949394?pwd=V3l6NE5hUktRMnQ3bXNkY2YrZ3R4dz09>) - Sunni Krantz

Friday, May 26

- ☒ ← 12:00am vacation
- ☐ 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City Hall - Linda) - Amanda Turbeville ↻

Saturday, May 27

Sunday, May 28

May 29, 2023 - June 4, 2023

May 2023							June 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5					1	2	3
7	8	9	10	11	12	13		4	5	6	7	8	9
14	15	16	17	18	19	20		11	12	13	14	15	16
21	22	23	24	25	26	27		18	19	20	21	22	23
28	29	30	31					25	26	27	28	29	30

Monday, May 29

☒ Holiday

Tuesday, May 30

☐ End of month ↻

- ☐ 8:00am - 9:00am emails
- ☐ 9:00am - 9:30am quote for inspired signed Jonathan and req made
- ☐ 9:30am - 10:00am Pension payments for BCA
- ☐ 10:00am - 10:30am Pension E Calhoun needs 1099R
- ☐ 10:30am - 11:00am Jonathan airport depreciation reports
- ☐ 11:00am - 11:30am reqs
- ☐ 11:30am - 12:00pm Pension M Baskins
- ☐ 12:00pm - 1:00pm Pension FD, PD and GE for check run
- ☐ 2:00pm - 2:30pm Payroll Confirm E Cobbs
- ☐ 2:30pm - 3:00pm Audit phone call - Cash receipts & AR
- ☐ 3:00pm - 3:30pm IT work with Mark on identifying products
- ☐ 3:30pm - 4:00pm Grants journal entry to move expenses

More Items...

Wednesday, May 31

☐ End of the Month - Cash Drawer Due - Lauren Shank ↻

- ☐ 8:30am - 9:00am Emails
- ☐ 9:00am - 10:00am Review AP batch ↻
- ☐ 10:00am - 10:30am Pension Fred Lumpkin
- ☐ 10:30am - 11:00am Marcia go over outstanding issues
- ☐ 11:00am - 11:30am req/POs
- ☐ 11:30am - 12:00pm Titles for surplus vehicles
- ☐ 1:00pm - 1:30pm Titles for surplus vehicles
- ☐ 1:30pm - 2:00pm Jonathan Hangar Maintenance
- ☐ 2:00pm - 2:30pm Pension Mark Smith
- ☐ 2:30pm - 3:30pm Pension Pherion Davis
- ☐ 3:00pm - 5:00pm Saviak training begins ↻
- ☐ 3:30pm - 4:30pm Pension D Holmes
- ☐ 4:30pm - 5:00pm Pension fix agendas

Thursday, June 1

☐ Close AR (Microsoft Teams Meeting) - Jill Keiser ↻

- ☐ 8:30am - 9:00am emails
- ☐ 9:00am - 9:30am HR setup T Jusino
- ☐ 9:30am - 10:00am Point & Pay download
- ☐ 10:00am - 10:30am Commerce bank epays
- ☐ 10:30am - 11:00am Bank-move interest, make deposits into SRF accounts
- ☐ 11:00am - 11:30am Monthly GL batch
- ☐ 2:30pm - 3:00pm Jonathan computers
- ☐ 3:00pm - 3:30pm Marcia meeting
- ☐ 3:30pm - 4:00pm Auditor Fixed Assets
- ☐ 4:00pm - 4:30pm Pension Eunice Evans
- ☐ 4:30pm - 5:00pm Marcia budget amendments

Friday, June 2

☐ move interest from IC to MM ↻

- ☐ 8:00am - 8:30am Benepay report download ↻
- ☐ 8:30am - 9:00am emails
- ☐ 9:00am - 9:30am Pension Eunice Evans
- ☐ 10:00am - 10:30am IT workorder to install cabling
- ☐ 10:30am - 11:00am Audit review grant answers
- ☐ 11:00am - 11:30am Grants credit app
- ☐ 11:30am - 12:00pm PO/req for computers
- ☐ 12:00pm - 12:30pm Pension E Calhoun 2021 1099R
- ☐ 12:30pm - 1:00pm Audit due tos
- ☐ 1:00pm - 1:30pm Jill Point & Pay (City Hall) - Mark Hayes
- ☐ 1:30pm - 2:00pm Pension trade tickets
- ☐ 2:00pm - 2:30pm Audit AR

More Items...

Saturday, June 3

Sunday, June 4

☐ 9:00am - 9:30am FMIT QTRLY invoice download ↻

June 5, 2023 - June 11, 2023

June 2023							July 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1						
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

Monday, June 5

- ☐ JE for special cemetery ☺
 - ☐ 8:00am - 8:30am Titan revenue report (Microsoft Teams Meeting) -
 - ☐ 8:30am - 9:00am Benepay download for Linda
 - ☐ 9:00am - 9:30am Pension SEI and Voya reports download
 - ☐ 9:30am - 10:00am Auditor call - Fixed Assets
 - ☐ 10:00am - 10:30am ADG Admin clean out May resignations
 - ☐ 10:30am - 11:00am Pension Sell Ticket sent
 - ☐ 10:30am - 2:30pm Interviews (Summer Internship Candidates) (201
 - ☐ 11:00am - 12:00pm Bank Statement Feb
 - ☐ 12:00pm - 12:30pm Audit Cash receipts
 - ☐ 12:00pm - 4:00pm Jackie has Dr Appt. - Jacksonville (Microsoft
 - ☐ 1:30pm - 2:00pm Bank Statements February
 - ☐ 2:00pm - 3:30pm Bank Statements March
- More Items...

Wednesday, June 7

- ☐ 8:30am - 9:00am Pension issue buy ticket
- ☐ 9:00am - 10:00am audit
- ☐ 10:00am - 10:30am Marcia
- ☐ 10:30am - 11:30am Review AP batch ☺
- ☐ 11:30am - 2:30pm audit
- ☐ 3:00pm - 5:00pm Saviak training begins ☺

Friday, June 9

- ☐ David's Surgery (Palatka) - Linda Fuller
- ☐ 8:30am - 9:00am emails/req
- ☐ 9:00am - 9:30am Pension G Lopez
- ☐ 9:30am - 10:00am PO 50 created
- ☐ 10:00am - 11:00am Marcia
- ☐ 11:00am - 11:30am Pension W Player Gas Authority
- ☐ 11:30am - 12:00pm Audit upload Sherri's
- ☐ 12:00pm - 12:30pm Marcia batches to post and change order
- ☐ 1:30pm - 2:00pm PO liquidate and change order
- ☐ 2:00pm - 4:30pm Bound journal for May
- ☐ 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City Hall - Linda) - Amanda Turbeville ☺

Tuesday, June 6

- ☐ 8:00am - 8:30am Pension pickup platter etc for lunch
- ☐ 8:30am - 9:00am VOYA report ☺
- ☐ 9:00am - 9:30am Payroll issue and Reqs
- ☐ 9:30am - 10:00am SIGN timecard ☺
- ☐ 10:00am - 4:00pm Pension meetings (Microsoft Teams Meeting) - Jill Keiser
- ☐ 10:00am - 11:30am FIRE PENSION (Microsoft Teams Meeting) - Jill Keiser
- ☐ 12:00pm - 1:30pm POLICE PENSION (NOTE TIME CHANGE for this meeting only) - Jill Keiser
- ☐ 2:00pm - 3:30pm GENERAL PENSION (NOTE TIME CHANGE for this meeting only) - Jill Keiser
- ☐ 3:30pm - 4:00pm FMIT with Jonathan
- ☐ 4:00pm - 4:30pm IT Mark orders
- ☐ 4:00pm - 5:00pm Planning Board - Sunni Krantz ☺

Thursday, June 8

- ☐ 8:00am - 8:30am Pay day ☺
- ☐ 8:30am - 9:00am emails/ req/PO
- ☐ 9:00am - 10:00am Bank req April redo
- ☐ 10:00am - 10:30am Fix FMIT batches
- ☐ 10:30am - 11:00am Marcia
- ☐ 11:00am - 11:30am Virtual Jill Keiser_City of Palatka and Mr. Harvey CPA, CVA - HCT Administration
- ☐ 11:30am - 12:30pm review payroll journal ☺
- ☐ 12:30pm - 1:00pm Fix FMIT batches
- ☐ 2:00pm - 2:30pm Mail
- ☐ 2:30pm - 3:00pm Sophia on refund return req
- ☐ 3:00pm - 4:00pm Pension M Smith, S Nealy,
- ☐ 6:00pm - 8:00pm Canceled: City Commission Mtg. (SK) - Sunni Krantz ☺

Saturday, June 10

Sunday, June 11

June 12, 2023 - June 18, 2023

June 2023							July 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1						
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

Monday, June 12

- ☐ 5:00pm - 7:00pm Zoom link for CRA meeting if needed (SK)
(<https://us06web.zoom.us/j/86187266915?pwd=ZUZ4UFBjR3FMR2S1S1WNUYzhHNkoxQT09>) - Sunni Krantz

Tuesday, June 13

- ☐ 8:30am - 9:00am emails
- ☐ 9:00am - 11:00am Linda at airport
- ☐ 9:00am - 10:00am Grants work with Jackie
- ☐ 10:00am - 11:00am HR new employees
- ☐ 11:00am - 11:30am Audit
- ☐ 11:30am - 12:00pm Grants
- ☐ 12:00pm - 12:30pm reqs not advancing on ladder
- ☐ 12:30pm - 1:30pm Audit bank recs Oct
- ☐ 1:30pm - 2:00pm POs for Inspired deliveries

Wednesday, June 14

- ☐ Flag Day (United States)
- ☐ 8:30am - 9:00am emails
- ☐ 9:00am - 10:00am HR setup MBrown; Dlowe
- ☐ 10:00am - 11:00am Review AP batch ☺
- ☐ 11:00am - 11:30am Marcia
- ☐ 11:30am - 12:00pm Grants new accounts for Jackie
- ☐ 1:00pm - 1:30pm Grants new accounts for Mandi
- ☐ 1:30pm - 2:00pm Bank Recs - add covers to Sept & Oct bank recs
- ☐ 2:00pm - 2:30pm Mail
- ☐ 3:00pm - 5:00pm Saviak training begins ☺

Thursday, June 15

- ☐ 2:00pm - 3:30pm Bank rec meeting with Jill (Microsoft Teams Meeting) - Jill Keiser

Friday, June 16

- ☒ 8:00am - 5:30pm vacation
- ☐ 9:30am - 10:30am Lauren meets with Marcia (City Hall) - Jill Keiser
- ☐ 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City Hall - Linda) - Amanda Turbeville ☺
- ☐ 3:00pm - 5:00pm Special Called City Commission Workshop June 16th at 3 PM (City Hall) - Sunni Krantz
- ☐ 3:00pm - 4:00pm Zoom link for City Commission Workshop if needed (SK)
(<https://us06web.zoom.us/j/83827596889?pwd=OE02ck9tb3dNMfV3TDg5YVI2cTVdZz09>) - Sunni Krantz

Saturday, June 17

Sunday, June 18

June 19, 2023 - June 25, 2023

June 2023							July 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1						
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

Monday, June 19

☒ Holiday

Tuesday, June 20

- ☐ 12:00am Jonathan Out (SK) - Sunni Krantz →
- ☐ 8:30am - 9:00am emails
- ☐ 9:00am - 9:30am reqs
- ☐ 9:30am - 10:00am SIGN timecard ↻
- ☐ 10:00am - 12:00pm audit Septic Dumping
- ☒ 12:00pm - 2:00pm Pension D Holmes
- ☐ 1:30pm - 5:00pm DERMATOLOGIST (ORANGE PARK) - Linda Fuller
- ☒ 2:00pm - 3:30pm Audit Pension docs

Wednesday, June 21

- ☐ ← Jonathan Out (SK) - Sunni Krantz →
- ☐ 8:30am - 9:00am emails
- ☐ 9:00am - 9:30am reqs
- ☒ 9:30am - 10:00am Pension Patrick about D Holmes
- ☐ 10:30am - 11:30am Review AP batch ↻
- ☐ 3:00pm - 4:00pm Audit call Marcia
- ☐ 4:00pm - 5:00pm Audit send backup bank Sept

Thursday, June 22

- ☐ ← Jonathan Out (SK) - Sunni Krantz →
- ☐ 8:00am - 8:30am Pay day ↻
- ☐ 8:30am - 9:00am emails
- ☐ 9:00am - 10:00am Audit backup bank April
- ☐ 10:00am - 11:00am review payroll journal ↻
- ☐ 11:00am - 11:30am Payroll issues resolved
- ☐ 11:30am - 12:00pm Upload payroll
- ☒ 12:00pm - 12:30pm Pension M Smith paperwork to Truist
- ☒ 1:30pm - 4:00pm Pension paperwork for terminations
- ☐ 6:00pm - 9:00pm Zoom link for 6/22 Commission Mtg. if needed (SK)
(<https://us06web.zoom.us/j/89791512880?pwd=aCtjV3hWNi9iMVNOcjVpYWtldUNWUT09>) - Sunni Krantz
- ☐ 6:00pm - 8:00pm City Commission Mtg. (SK) - Sunni Krantz ↻

Friday, June 23

- ☐ ← 12:00am Jonathan Out (SK) - Sunni Krantz
- ☐ 8:00am Linda out at conference →
- ☐ 8:30am - 9:00am emails
- ☐ 9:00am - 9:30am HR review new employee Q Cohen
- ☐ 9:30am - 10:00am Req and Budget transfer
- ☐ 10:00am - 10:30am Sweep bank rec May
- ☐ 10:30am - 11:00am Audit Jonathan: bank rec questions
- ☐ 11:00am - 11:30am Deposit to Bank
- ☐ 11:30am - 12:00pm audit call Jonathan
- ☐ 12:00pm - 12:30pm IT order parts
- ☐ 12:30pm - 1:00pm Audit fixed assets
- ☐ 2:00pm - 3:30pm IT Mark PnP
- ☐ 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City
- ☐ 3:30pm - 4:00pm mail

Saturday, June 24

- ☐ ← Linda out at conference →
- ☐ 12:00pm - 12:30pm Sherri's B day ↻

Sunday, June 25

- ☐ ← Linda out at conference →

June 26, 2023 - July 2, 2023

June 2023							July 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

Monday, June 26

- ☐ ← Linda out at conference →
- ☐ 12:00am Eddie Vacation Time Off (Tampa Airport Marriott (4200 George J Bean Pkwy, Tampa, FL 33607)) - Erin Hewes
- ☒ 8:30am - 9:00am emails
- ☒ 9:00am - 9:30am AR budget transfers & PO change orders
- ☒ 9:30am - 10:00am AR new vendors
- ☒ 10:00am - 10:30am Pension: ARA change, contribution refund, retiree paperwork
- ☒ 10:30am - 11:00am IT : Point N Pay
- ☒ 11:00am - 1:00pm Pension correct GL and get all payments ready for AP
- ☒ 2:00pm - 2:30pm Mail
- ☒ 2:30pm - 3:30pm Pension GL verifications
- ☒ 2:45pm - 4:00pm Sherri leaves for dentist

Tuesday, June 27

- ☐ ← Linda out at conference →
- ☐ ← Eddie Vacation Time Off (Tampa Airport Marriott (4200 George J Bean Pkwy, Tampa, FL 33607)) - Erin Hewes
- ☒ 8:30am - 9:00am emails
- ☒ 9:00am - 9:30am IT follow up on missing computer with Mark
- ☒ 11:00am - 11:30am HR FL Blue auto pay disabled call
- ☒ 11:30am - 12:30pm AR airport discrepancies
- ☒ 12:30pm - 1:00pm Pension update Div of Retirement reports
- ☒ 2:00pm - 2:30pm HR reports for Chief Taylor for ISO
- ☒ 2:30pm - 3:00pm Mail
- ☒ 3:00pm - 3:30pm Pension G Lopez

Wednesday, June 28

- ☐ ← 5:30pm Linda out at conference
 - ☐ ← Eddie Vacation Time Off (Tampa Airport Marriott (4200 George J Bean Pkwy, Tampa, FL 33607)) - Erin Hewes
 - ☐ City Hall Birthday Luncheon (SK) (City Hall) - Sunni Krantz
 - ☒ 8:30am - 9:00am emails
 - ☒ 9:00am - 9:30am Req/POs
 - ☒ 9:30am - 10:00am Pension P Campbell overpayment
 - ☒ 10:30am - 11:30am Review AP batch ↻
 - ☒ 11:00am - 11:30am ADG support GL look up errors (Microsoft)
 - ☒ 11:30am - 12:00pm Audit update AFR logins
 - ☒ 12:00pm - 12:30pm HR new employee J Robinson
 - ☒ 1:30pm - 2:00pm Audit call with Marcia
 - ☒ 2:00pm - 4:00pm Sherri Dentist
 - ☒ 2:00pm - 2:30pm mail
- More Items...

Thursday, June 29

- ☐ ← Eddie Vacation Time Off (Tampa Airport Marriott (4200 George J Bean Pkwy, Tampa, FL 33607)) - Erin Hewes
- ☒ 8:30am - 9:00am emails
- ☒ 9:00am - 9:30am review training
- ☒ 9:30am - 10:00am Jonathan FMIT Tank invoices
- ☒ 10:00am - 10:30am Allocate auction
- ☒ 11:30am - 12:15pm Virtual_City of Palatka_FY2022 Audit - HCT Administration
- ☒ 3:00pm - 4:00pm Virtual_City of Palatka_2nd Exit Meeting - HCT Administration

Friday, June 30

- ☐ ← Eddie Vacation Time Off (Tampa Airport Marriott (4200 George J Bean Pkwy, Tampa, FL 33607)) - Erin Hewes
 - ☐ End of month ↻
 - ☐ End of the Month - Cash Drawer Due - Lauren Shank ↻
 - ☒ 8:30am - 9:00am emails
 - ☒ 9:00am - 9:30am Pension Gas Authority monthly
 - ☒ 9:30am - 10:00am Pension Thies letter
 - ☒ 10:00am - 10:30am Pension W B Player paperwork
 - ☒ 10:30am - 11:00am Credit app for Fire
 - ☒ 11:00am - 11:30am Pension start May GE bank rec
 - ☒ 11:30am - 12:00pm pricing on new printer for Mandi
 - ☒ 12:00pm - 1:00pm Pension GE bank rec
 - ☒ 2:00pm - 2:30pm Pension complete FD bank rec
 - ☐ 2:00pm - 2:30pm Canceled: Cemetery Money Turned In !!! (City)
- More Items...

Saturday, July 1

- ☐ ← Eddie Vacation Time Off (Tampa Airport Marriott (4200 George J Bean Pkwy, Tampa, FL 33607)) - Erin Hewes
- ☐ Close AR (Microsoft Teams Meeting) - Jill Keiser ↻

Sunday, July 2

- ☐ ← Eddie Vacation Time Off (Tampa Airport Marriott (4200 George J Bean Pkwy, Tampa, FL 33607)) - Erin Hewes

TERRILL HILL
MAYOR-COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR –
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

TAMMIE M. WILLIAMS
COMMISSIONER



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

BETSY JORDAN DRIGGERS
INTERIM CITY
MANAGER/CLERK

LOGAN B. BECKER
FINANCE DIRECTOR

JASON SHAW
CHIEF OF POLICE

KEITH 'JR' GRIMES
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

DATE: October 1, 2018

TO: Jill Keiser, Accounting Supervisor
Finance Department

FROM: Logan B. Becker, Finance Department
Finance Department

RE: Financial Services Supervisor Job Offer

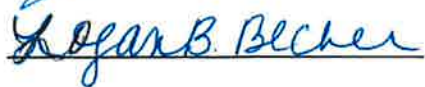
In the time that you have been with the City, you have displayed eagerness, leadership and a willingness to work. As you are aware, the portfolio of the Finance Department has expanded and requires attention to additional services, such as payroll and pension, which were not originally in your scope of duties.

You have demonstrated the ability to perform all duties to the highest standard and your hard work has not gone unnoticed. As a response to your efforts and shifts in responsibilities, I wish to offer you the position as the Financial Services Supervisor for the City. This position will better align the duties being performed with expected responsibilities. As a follow up, in three months' time, we will have a meeting to collaborate to be sure that expectations from both parties are being met.

By signing below, you certify that this offer has been reviewed and discussed with you and acknowledge that an executed copy will be placed in your personnel file.

Employee's Signature 

Date 10/1/18

Supervisor's Signature 

Date 10/1/18

cc: Personnel File

Virginia Jones

From: Virginia Jones
Sent: Thursday, May 2, 2024 10:17 AM
To: Troy Bell; Marcia Carty
Subject: Retro Calculations for Grievance
Attachments: Jill Keiser.xlsx

Summation of last grievance meeting:

Move Jill Keiser pay to G15 Step 8 from a G14 Step 6
\$34.26 to \$42.00

Calculate retro payments as indicated.

Virginia Jones, MBA
Human Resources
Phone: (386) 329-0100 Ext. 218
vjones@palatka-fl.gov



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.

RETRO CALCULATIONS

NAME	RATE	HRS	O.T. RATE	O.T. HRS	SICK	VACATION	HOLIDAY	OTHER	W COMP	TOTAL	NEW RATE	NEW O.T. RATE	TOTAL
JILL KEISER	10/13/2023	32.55	80	48.825						2,604.00	42.00	63.00	3,360.00
	10/27/2023	34.26	80	51.39	0.5		16			2,766.50	42.00	63.00	3,391.50
	11/9/2023	34.26	64	51.39						2,740.80	42.00	63.00	3,360.00
	11/24/2023	34.26	72	51.39			8			2,740.80	42.00	63.00	3,360.00
	12/8/2023	34.26	64	51.39			16			2,740.80	42.00	63.00	3,360.00
	12/22/2023	34.26	72.5	51.39	4.5	8				2,989.19	42.00	63.00	3,664.50
	1/5/2024	34.26	56	51.39			24			2,740.80	42.00	63.00	3,360.00
	1/19/2024	34.26	67	51.39		1	8	137.04		2,740.80	42.00	63.00	3,192.00
	2/2/2024	34.26	80	51.39	2	8				2,843.58	42.00	63.00	3,486.00
	2/16/2024	34.26	77	51.39						2,912.10	42.00	63.00	3,570.00
	3/1/2024	34.26	80	51.39	1.5					2,817.89	42.00	63.00	3,454.50
	3/15/2024	34.26	80	51.39						2,740.80	42.00	63.00	3,360.00
	3/28/2024	34.26	80	51.39	3					2,894.97	42.00	63.00	3,549.00
	4/12/2024	34.26	80.00	51.39		4.00	8			3,151.92	42.00	63.00	3,864.00
	4/26/2024	34.26	80	51.39	1					2,792.19	42.00	63.00	3,423.00
										42,217.13			51,754.50
	2/16/2024	34.26	77	51.39		8				2,912.10	42.00	63.00	3,570.00
	3/1/2024	34.26	80	51.39	1.5					2,817.89	42.00	63.00	3,454.50
	3/15/2024	34.26	80	51.39						2,740.80	42.00	63.00	3,360.00
	3/28/2024	34.26	80	51.39	3					2,894.97	42.00	63.00	3,549.00
	4/12/2024	34.26	80.00	51.39		4.00	8			3,151.92	42.00	63.00	3,864.00
	4/26/2024	34.26	80	51.39	1					2,792.19	42.00	63.00	3,423.00
										17,309.87			21,220.50

CARTY'S RECOMMENDATION
BELL'S RECOMMENDATION

BALANCE DUE

9,537.38
3,910.64

UPDATE/Discussion/Direction - regarding the execution of a retainer agreement with the firm Sniffen & Spellman, P.A. for investigative services

STAFF REPORT

DATE: September 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Commissioner McCaskill has requested an agenda item to provide status regarding the investigation related to the City Manager.

BACKGROUND

The City Commission called for an investigation into the practices of the City Manager at the July 8th City Commission meeting. At the July 11th City Commission meeting the Commission made Commissioner McCaskill the liaison regarding the hiring of a firm to handle the investigation.

This item along with item B were tabled at the July 25th meeting until a time that the City's Employment Attorney could be present.

At the August 6th City Commission meeting, by Resolution 2024-R-153 the City Commission authorized the Mayor and the City Clerk to execute the retainer agreement with Sniffen & Spellman for investigative services in an amount not to exceed \$10,000.

Sniffen & Spellman has since written a letter clarifying that the amount would not exceed \$30,000, see attached.

PROJECT ANALYSIS

From Sniffen & Spellman:

Estimated Fee: We know minimal information at this time. From what we do know, we anticipate that the total amount of fees required to complete this investigation will not exceed \$30,000. Please note that this figure does not guarantee completion of our work for less than that amount. If, as this investigation proceeds, we discover that this amount is insufficient, we will inform you at once, and work with you to determine the best course of action. This amount is also exclusive of costs, such as mileage for travel, lodging expenses, postage, duplication (if voluminous materials must be duplicated), or the use of any specialized technology for, as an example, examining metadata or the contents in a mobile device.

While the Commission did pass a Resolution in an not-to-exceed amount of \$10,000, the Commission may allow the City to move forward with the services and cap the services at \$10,000.

Staff Recommendation

Commissioner McCaskill to provide update. Commission to provide direction on next steps.

ATTACHMENTS

1.	2024-R-153 RETENTION AGREEMENT WITH SNIFFEN & SPELLMAN, P.A. FOR THE PURPOSE OF AN EMPLOYMENT INVESTIGATION AMENDING THE FY 2023-24 BUDGET
2.	August 14 letter from Sniffen & Spellman
3.	July 19 letter from Sniffen & Spellman

RESOLUTION 2024-R-153

**A RESOLUTION OF THE CITY OF PALATKA
AUTHORIZING THE EXECUTION OF A RETENTION
AGREEMENT WITH SNIFFEN & SPELLMAN, P.A. FOR
THE PURPOSE OF AN EMPLOYMENT INVESTIGATION;
AMENDING THE FY 2023-24 BUDGET; PROVIDING FOR
AN EFFECTIVE DATE AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, the City of Palatka wishes to conduct an employment investigation into the management practices of the City Manager; and

WHEREAS, the City under the counsel of the City’s employment attorney has selected Sniffen & Spellman, P.A. firm; and

WHEREAS, Fla. Stat. 287.057 exempts legal services from the requirements for solicitation processes; and

WHEREAS, a budget amendment is necessary in order to pay for the services to be rendered; and

WHEREAS, the City Commission feels it is in the best interest of its employees and citizens to enter into an agreement with Sniffen & Spellman, P.A. for investigative services.

NOW, THEREFORE, be it resolved by the City of Palatka:

- 1) The Mayor and the City Clerk are authorized to execute an agreement with Sniffen & Spellman, P.A. for investigative services;
- 2) The revenues of the FY 2023-24 budget are amended as follows:

GL Line	Description	Last Approved	Recommended Amendments	As Amended
001-83-581-9-9900	Operating Cash Reserve	\$2,151,003.40	(\$10,000)	\$2,141,003.40

That the expenditures of the FY 23-24 budget are amended as follows:

GL Line	Description	Last Approved	Recommended Amendments	As Amended
001-25-513-3-3100	Professional Services	\$9,500.00	\$10,000	\$19,500.00

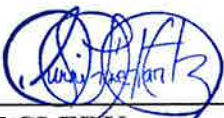
- 3). This resolution shall take effect immediately upon its adoption; and
- 4). The Mayor, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED by the City Commission of the City of Palatka, Florida, this 8th day of August 2024.

CITY OF PALATKA


By: Its Mayor

ATTEST:



CITY CLERK

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

SNIFFEN & SPELLMAN, P.A.

123 North Monroe Street • Tallahassee, FL • 32301
Phone: 850.205.1996 • Fax: 850.205.3004
www.sniffenlaw.com

August 14, 2024

VIA ELECTRONIC MAIL: tlmccaskill01@yahoo.com

Commissioner Tammie McCaskill
City of Palatka, Florida
201 N. 2nd Street
Palatka, FL 32177

RE: Investigation of Palatka City Manager Darryl Le Troy Bell

Dear Commissioner McCaskill:

This letter is in follow up to my telephone conversation with you. You advised that the Commission voted to approve Sniffen & Spellman, P.A. to conduct an investigation into the City of Palatka's City Manager, Darryl Le Troy Bell. You also informed me that the time deadline for completion of the investigation has changed, the Commission requested the investigation be completed by one attorney not three, and that the maximum payment for such investigative service be \$10,000 not \$30,000.

Apparently, there has been some confusion regarding the terms and conditions of our letter of engagement. As a point of clarification, the Sniffen & Spellman law firm is willing and able to conduct an investigation into the City of Palatka's City Manager Darryl Le Troy Bell as outlined in its July 19, 2024 letter of engagement. In summary,

- (a) I will serve as the lead attorney with Mark Logan and Michael Spellman being available to assist me. We utilize a team concept during an investigation of this type. We believe this allows for us to present a well-rounded, balanced approach to the analysis of the issues involved.
- (b) All attorneys working on this matter will bill at the hourly rate of \$375 per hour.
- (c) From what we know at this point, we anticipate that the total amount of fees required to complete this investigation will not exceed \$30,000. This amount is also exclusive of costs, such as mileage for travel, lodging expenses, postage, duplication (if voluminous materials must be duplicated), or the use of any specialized technology for, as an example, examining metadata or the contents in a mobile device.

If the terms and conditions of our proposed engagement meets with your approval, please have the appropriate City officials execute the same and return a copy to us. For your convenience, I have enclosed another copy of our engagement letter. If you should have any further questions

about the terms, conditions, or scope of our engagement, please do not hesitate to contact me or my legal assistant, Leigh Ann Kiser, by telephone at 850-205-1996 or by email at dwhitehurst@sniffenlaw.com or lkiser@sniffenlaw.com.

Sincerely,
Sniffen & Spellman, P.A.

/s/ Dawn P. Whitehurst
Dawn P. Whitehurst

DPW/lk

Enclosure: Engagement Letter

SNIFFEN & SPELLMAN, P.A.

123 NORTH MONROE STREET • TALLAHASSEE, FL • 32301

PHONE: 850.205.1996 • FAX: 850.205.3004

WWW.SNIFFENLAW.COM

July 19, 2024

VIA ELECTRONIC MAIL: skrantz@palatka-fl.gov

City of Palatka, Florida

City Commissioners

201 N. 2nd Street

Palatka, FL 32177

RE: Investigation of Palatka City Manager Darryl Le Troy Bell

Dear Mayor and City Commissioners:

This letter will confirm that the Sniffen & Spellman, P.A. Law Firm is willing and able to undertake an investigation into the City of Palatka's City Manager, Darryl Le Troy Bell. Below, please find details regarding our engagement.

Scope: The scope of this investigation will be limited to: 1) the alleged conduct of Mr. Bell, which has been the subject of certain complaints submitted by former and current City employees; 2) the nature and extent of Mr. Bell's adherence to the provisions of his Employment Agreement with the City; 3) Mr. Bell's attendance and performance as City Manager.

Hourly Rate: We understand that the City needs an investigation completed not later than the first week of August, 2024. Because of this short timeframe, although I will serve as the lead attorney, Mark Logan and Michael Spellman will assist me. All attorneys working on this matter will be billed at the hourly rate of \$375.

Estimated Fee: We know minimal information at this time. From what we do know, we anticipate that the total amount of fees required to complete this investigation will not exceed \$30,000. Please note that this figure does not guarantee completion of our work for less than that amount. If, as this investigation proceeds, we discover that this amount is insufficient, we will inform you at once, and work with you to determine the best course of action.

This amount is also exclusive of costs, such as mileage for travel, lodging expenses, postage, duplication (if voluminous materials must be duplicated), or the use of any specialized technology for, as an example, examining metadata or the contents in a mobile device.

Methodology: If the City retains our services, we will ask that notification be provided by the City to current and former employees designated by us to fully cooperate with us, including by providing us access to documents, electronic data, and agreeing to be interviewed, among other tasks. At the conclusion of our interviews and review of documents and other information, we will provide the City with a written report which will contain our factual findings. Please note that any

provide the City with a written report which will contain our factual findings. Please note that any final report issued by our Firm will not provide any recommendations regarding how the City should act or respond to our findings. Thus, our role will simply be that of a fact finder.

We understand that Commissioner Tammie McCaskill will be our principal point of contact regarding our representation. In order to maintain the integrity of our investigation, we will communicate directly with her as to our progress and as to procedure but not as to the substance of our investigation. We will also likely reach out to the City Clerk and/or the City Attorney regarding any need we have to access City records as well as access to potential interview subjects.

Confidentiality: Our investigation will remain confidential and exempt from public records disclosure until it is completed as provided pursuant to Section 119.071(2)(k), Florida Statutes.

If our proposed agreement meets with your approval, please have the appropriate City official execute the same and return a copy to us. If you have any questions about the scope of our engagement or if it needs to be revised, please do not hesitate to contact me or my legal assistant, Leigh Ann Kiser, by telephone at 850-205-1996 or by email at dwhitehurst@sniffenlaw.com or lkiser@sniffenlaw.com.

Sincerely,
Sniffen & Spellman, P.A.



Dawn P. Whitehurst

DPW/lk

Approved by the City Commission of the City of Palatka.

CITY OF PALATKA

By: Roberta Correa, Mayor

Date

ATTEST

Sunni Krantz, City Clerk

Date