

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



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

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

AGENDA
CITY COMMISSION MEETING
September 26, 2024 at 6:00 PM

1. CALL TO ORDER

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

2. PUBLIC RECOGNITION/PRESENTATIONS

- a. IN THE SPOTLIGHT - Employee of the Month
- b. PROCLAMATION - Fire Prevention Week October 6 - 12, 2024
- c. PROCLAMATION - recognizing Emanuel United Methodist Church's 150th Anniversary
- d. William Neeley - 34 years
Captain Bobby Williams - 20 years
Lieutenant Scott Mast - 20 years
Jonathan Griffith - 14 years

3. CITY MANAGER AND ADMINISTRATIVE REPORTS

- a. Update: Riverfront Park Phase II Revitalization Projects
- b. Update: St. Johns Avenue Reconstruction/Resurfacing Project led by County.
- c. Update: St. Johns River Environmental Center - Port Consolidated properties land swap

4. PUBLIC COMMENTS

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

5. CONSENT AGENDA

- a. ADOPT RESOLUTION 2024-R-184 approving of a utility easement from the City of Palatka Kay Larkin Airport property to the Florida Gas Transmission Company for the installation and operation of an interstate natural gas pipeline system to be regulated by the Federal Energy Regulatory Commission ("FERC") for consideration in the amount of \$75,000 to the City of Palatka.
- b. ADOPT RESOLUTION 2024-R-185 granting extension to Mullis Lawn Service for turf maintenance at Kay Larkin Airport

- c. ADOPT RESOLUTION 2024-R-198 awarding ITB 2024-18 Airport Obstruction and Tree Removal and authorizing the execution of the contract with Precision Development Group, LLC in the amount of \$256,617.38. (100% grant funded)
- d. ADOPT RESOLUTION 2024-R-183 authorizing the submission of an application for the Florida Recreation Development Assistance Program (FRDAP) to the Florida Department of Environmental Protection for State of Florida FY 2025-2026 in the amount of \$200,000 for Riverfront Park Phase II.
- e. ADOPT RESOLUTION 2024-R-179 authorizing execution of Change Order #1 with Kent Brothers, Inc. for the Moseley Avenue to Railroad tracks project in the amount of \$143,352.62 for changes due to unforeseen conditions and reconciliation of unused quantities and quantity overruns. (100% grant funded).
- f. ADOPT RESOLUTION 2024-R-193 authorizing execution of Supplement No. 1 to Hanson Professional Services Scope and Fee Agreement of the Florida Commerce CDBG COVID Sidewalk project in an amount not to exceed \$23,187.57 (100% grant funded).
- g. ADOPT RESOLUTION 2024-R-186 authorizing the execution of Amendment No. 1 to LPA0602 Palatka Water Main Replacement via Florida Department of Environmental Protection (FDEP) to increase the grant total award to \$10,500,000 (100% grant)
- h. ADOPT RESOLUTION 2024-R-189 authorizing additional scope of work on the St. Johns Avenue Phase II Resurfacing Project at the intersection of St. Johns Avenue and 5th Street with Halifax Paving in the amount of \$6,960 utilizing City Match funds.
- i. ADOPT RESOLUTION 2024-R-191 granting a special events permit to Cindy Bear for NFFN Fall Folk Festival to be held on October 12, 2024.
- j. ADOPT RESOLUTION 2024-R-187 granting a special events permit to Toby Williams for the 2024 Fall Festival/Annual Pink Walk to be held on October 19, 2024
- k. ADOPT RESOLUTION 2024-R-188 granting a special events permit to Sam Deputy for Boo-on-the-Ave to be held on October 31, 2024.
- l. ADOPT RESOLUTION 2024-R-190 granting a special events permit to Robin Robinson at Hope FM for Trot for Hope to be held on November 28, 2024.
- m. ADOPT RESOLUTION 2024-R-196 to execute Florida Commerce Technical Assistance Grant Agreement #P0510 for Comprehensive Plan Update in the amount of \$75,000. (100% grant funded)
- n. ADOPT RESOLUTION-R-197 approving the Vision Plan of the City of Palatka as prepared by the NorthEast Florida Regional Council
- o. ADOPT RESOLUTION 2024-R-199 to execute Florida Commerce Community Planning Technical Assistance Grant Agreement #P0511 for the development of a 5-Year Downtown Strategic Action Plan in the amount of \$40,000 (100% grant funded)

6. REGULAR BUSINESS

- a. Recess for 10 minutes at 7:30 PM.
- b. DISCUSSION/DIRECTION - River Street retaining wall
- c. PRESENTATION/DIRECTION incorporating a policy regarding the acceptable use of City-owned IT equipment into the City's e-mail and internet policy (Appendix 19 of the Personnel Policy)
- d. DISCUSSION/DIRECTION - Shrimping and Fishing on City Docks
- e. DISCUSSION/DIRECTION Investigation of former employees
- f. DISCUSSION/DIRECTION - City Manager Search and Interim City Manager compensation

- i) ADOPT RESOLUTION 2024-R-195 setting salary for Marcia Carty, CPA, CGFO while serving as Interim City Manager

7. PUBLIC HEARINGS

- a. ORDINANCE 2024-13, 11, 14 land use changes 6201 St. Johns Ave and parcel on McLaury Drive - applicant Roberts Land and Timber Company PB Case 24-10
- i) ORDINANCE 2024-13 amending the official zoning map 6201 St. Johns Ave. parcel: 10-10-26-0000-0060, from Commercial Neighborhood (C-1) to Residential Multifamily (R-3) (first hearing)
- ii) Annexing, Amending the Future Land Use Map, and Rezoning Parcel: 10-10-26-0000-1030-0010 on McLaury Drive
 - A ORDINANCE 2024-11 annexation of the above-referenced parcel (25.23.+/- acres) into the city limits; amending the Future Land Use Map from Putnam County Urban Service to Palatka Residential Medium Density
 - B ORDINANCE 2024-14 amending the official zoning map of the above referenced parcel from Putnam County Residential Single Family (R-1) to City of Palatka Multifamily (R-3) with a Planned Unit Development (PUD) Overlay.
- 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 (first hearing continued from September 12)
 - 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) - first reading
 - ii) ORDINANCE 2024-08 amending the zoning map of 09-10-26-0213-0000-0010; 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. ADOPT ORDINANCE 2024-12 establishing a ban on Internet Cafe's within the City limits of Palatka (second reading)
- d. ADOPT 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) (second reading)
- e. Second Public Hearing - Adoption of the Millage Rate and Budget for fiscal year 2024-25 .
 - i) ADOPT RESOLUTION 2024-R-190 setting the FY 2024-2025 Millage Rate at 6.4000 Mills
 - ii) ADOPT RESOLUTION 2024-R-192 adopting the Budget for Fiscal Year 2024-25 in the amount of \$75,985,566.

8. APPEALS

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

9. COMMISSIONER COMMENTS

10. ADJOURN

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

PROCLAMATION - Fire Prevention Week October 6 - 12, 2024

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Attached please find a Proclamation requested by the Palatka Fire Department to recognize Fire Prevention Week.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Approve as read.

ATTACHMENTS

1.	2024.09.26 Fire Prevention Week Proclamation
----	--

CITY OF PALATKA



PROCLAMATION

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association® and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half as they can sense smoke well before you can; and

WHEREAS, residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond and plan and practice a home fire escape; and

WHEREAS, our first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2024 Fire Prevention Week™ theme, “Smoke Alarms: Make Them Work For You.TM,” serves to remind us the importance of having working smoke alarms in the home.

NOW, THEREFORE, I, Roberta M. Correa, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby proclaim October 6-12, 2024, as

FIRE PREVENTION WEEK

in the City of Palatka and urge all citizens to ensure their homes have working smoke alarms and to support the many public safety activities and efforts of City of Palatka Fire Department.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Palatka to be affixed this 26th day of September, in the Year of Our Lord Two Thousand and Twenty-Four.

CITY OF PALATKA

By: _____
Mayor

Attest:

City Clerk

Date filed with the City Clerk: 9/26/2024

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

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Emmanuel United Methodist Church via Ms. Cynthia Asia, has requested a Proclamation recognizing the Church's 150th Year Anniversary.

BACKGROUND

Ms. Asia has provided the history of the Church, which follows this report.

PROJECT ANALYSIS

Emmanuel United Methodist Church congregation has existed in the community since the 1870s.

Staff Recommendation

Recognize the Emmanuel United Methodist Church's 150 years in the community.

ATTACHMENTS

1.	2024.09.26 Emmanuel United Methodist Church 150th Anniversary
2.	Emmanuel United Methodist Church history

CITY OF PALATKA



PROCLAMATION

WHEREAS, in the early 1870s, a dedicated group of Christians gathered in a modest frame house on Laurel Street in Palatka, Florida, initiating a journey of faith that would lead to the establishment of Emmanuel United Methodist Church; and

WHEREAS, this pioneering group, which included J.S and Lillie Griffin, Ponce Deleon Griffin, Bessie Shield, Nicholas and Diana Hudson, Freeman and Maggie Hudson, Edward and Diana McCray, M.A. Nelson, W.B. and Georgiana Balaam, Jane Murray Spencer, and Henry Watson, laid the foundation for a community of worship and service that has thrived for 150 years; and

WHEREAS, on January 14, 1874, a lot was purchased at Main and Peck Streets (now known as 7th Street), where a small church building was erected, marking the formal beginning of Emmanuel United Methodist Church, which was later officially admitted to the Florida Conference under the leadership of Rev. Peter Swearingen; and

WHEREAS, over the years, Emmanuel United Methodist Church has undergone numerous transformations, including the construction of new buildings, remodeling, and expansions under the guidance of dedicated ministers and the support of sister churches; and

WHEREAS, the church has continually adapted to meet the needs of its congregation and community, from the significant renovations in the early 20th century, to the groundbreaking of a new sanctuary in 1980, to the establishment of various ministries under the leadership of past and present pastors; and

WHEREAS, Emmanuel United Methodist Church has remained a steadfast pillar in the Palatka community, offering spiritual guidance, outreach programs, and a welcoming space for worship, especially evident through its support during the COVID-19 pandemic with virtual services and community food giveaways; and

WHEREAS, the church's history is marked by the contributions of many devoted pastors, including Rev. Stacy Selph, Rev. Kevin M. James, Rev. Newton Williams, Rev. Calvin McFadden, Rev. Leo Bernard Jackson, Rev. David S. Williams II, Rev. Reginald T. Bynum, Rev. John Baldwin, Pastor Susan Bailey, and Pastor Michael Stevens, whose leadership has shaped the church's enduring legacy; and

WHEREAS, the current pastor, Allyson Wetzel, continues to uphold the church's mission of service and worship, guiding Emmanuel United Methodist Church into a new chapter of its rich history.

NOW, THEREFORE, I, Roberta M. Correa, Mayor of the City of Palatka, together with the members of the Palatka City Commission, do hereby proclaim the

150TH ANNIVERSARY OF EMMANUEL UNITED METHODIST CHURCH

in recognition of the church's years of unwavering service, spiritual growth, and support of the community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 26th day of September, in the Year of Our Lord Two Thousand Twenty-Four.

CITY OF PALATKA

By: _____
Mayor

Attest:

City Clerk

Date filed with the City Clerk: 9/26/2024

EMMANUEL UNITED METHODIST CHURCH

HISTORY

1874 - Present

In the early 1870's, a small group of faithful Christians began assembling for a regular prayer meeting in a small frame house on Laurel Street in Palatka Florida. As prayer services continued and the membership increased, it developed a mission. An itinerant minister was assigned to this prayerful group of faithful members. He rode on horseback from Gainesville to Palatka and returned to Gainesville, his home. The Charter members were: J.S. Griffin and wife Lillie, Ponce Deleon Griffin, son of J.S. and Lillie Griffin (one of the first children born after new church was formed), Bessie Shield (first organist), Diana Frazier, Nicholas Hudson and wife Diana, Freeman and Maggie Hudson (children of Nicholas and Diana Hudson), Diana Frazier and Edward McCray (married by Peter Swearingen 1874) and M.A. Nelson. The following joined the Charter Members: W.B. Balaam and wife Georgiana, Jane Murray Spencer and Henry Watson.

On January 14, 1874, a lot was Purchased at Main and Peck (now 7th Street) Streets for \$200. Records show recording of the deed in the church name by Zefford Dean, March 5, 1875. The membership continued to grow and a small building for regular church worship was erected. Later that year, the church was admitted to the Florida Conference under the pastorate of Rev. Peter Swearingen. Bishop E.R. Ames was the resident Bishop.

In 1883 Reverend Peter Swearingen called a group of people together and organized the Methodist Episcopal Mission. Reverend Squire Jackson was appointed its first pastor. Immediately he set out to the task of building a church. On January 7, 1885, Rev. Jackson and nine other members moved into their new church. It was called Methodist Episcopal Church.

In 1904, the church was remodeled and re-named under the charge of Reverend W.T. Collier. The name Emmanuel Methodist Episcopal Church was laid to its corner stone. The church was remodeled again by Reverend T.E. Debose in 1910 into red brick. (This was the last major change of the building before it was torn down in 1979 under the charge of Reverend Harold Frierson). The church built a parsonage under the leadership of Rev. S.P. Pratt on Seventh Street a few years later. Many dedicated and spirit filled ministers served the church. The lively, responsive congregation soon out grew the small building. In 1912 the corner stone was laid in the modern church, which had been completely remodeled, and a basement was added.

In July 1972, a Youth Mission work group from St. Luke United Methodist Church of Oklahoma City, Oklahoma, under the direction of Neil Winslow, Youth Minister, and two of their counselors, painted the sanctuary and basement of the church. This was greatly appreciated by officials and members of the church.

The merger of the Methodist Church south, the United Brethren, Central Jurisdiction and the Southeastern Jurisdiction gave birth to the United Methodist Church. The resident Bishop was Bishop James W. Henley and Dr. W. McCloud was District Superintendent of the Deland District to which Emmanuel was assigned.

The church purchased a parsonage and put a new roof on the church building during the pastorate of Rev. A. L. Pierce in 1972. The City of Palatka condemned the church building in 1976, when Rev. Theophilus Butler was pastor.

From June 1977 to January 1980, Rev. Harold Frierson, pastor and members, began plans to build a new sanctuary. Additional lots were purchased and ground breaking for the new building took place in 1980, under the pastorate of Rev. Darryl Barrs. The old church structure and parsonage was demolished. St. James United Methodist Church and Trinity United Methodist Church began to give assistance, without which it would not have been possible to go on. For more than three years, St. James gave space in their chapel, where the members worshiped. The ministers and laymen of both of these affiliated churches gave financial assistance, as well as, brotherly counseling.

The names of Rev. Stacy Selph, Rev. Sandford C. Mayo, Rev. George Bule, Rev. R. Paul Bauer, Judge P.B. Revels, Rev. Lloyd Knox and Bishop Joel McDavid, along with Rev. Harold Frierson, will always be remembered as "Master Builders". Ground breaking for the present building took place January 1981,

2

under the pastorate of Rev. Darryl Barrs and Rev. William Ferguson, District Superintendent of the Deland District officiating. Bishop Earl G. Hunt of the Florida Conference was unable to attend.

Out of the 1983 Conference year, the Rev. William Ashley was transferred from south Georgia Conference to his home Conference, Florida Annual Conference, and he was assigned to Emmanuel. Out of this growth came the rebuilding of the parsonage to meet the mandate of the General Church. The parsonage included three bedrooms, two full baths, adequate living room space, carport and handicap access. The pastoral family consisted of wife Maggie, and two children, Edwin and Marsha. Rev. Ashley served the church for four years. Departed June 1987.

Following the pastorate of Rev. William Ashley, in 1987 the Rev. Kevin M. James started his tenure at Emmanuel. He completed his bachelor's degree at Bethune-Cookman College and Master's degree of Divinity at the Interdenominational Theological Center in 1987. Under Rev. James, an educational unit was built and dedicated. Kevin James, Jr. was the first child born to a parsonage family residing in Palatka, Florida. The pastoral family consisted of two children, Brittany and Kevin, Jr., and wife, Linda. Departed June 1992.

July 1992 – June 1995, Rev. Newton Williams served as the pastor of Emmanuel United Methodist Church after Rev. James. Rev. Williams was born in Jamaica. Under his leadership, a youth program was established and the United Methodist Women fund raiser production of "Behold the Bridegroom Cometh". The parsonage family consisted of son Moses, daughter Rebecca and wife, Derya.

July 1995-June 1998, Reverend Calvin McFadden was assigned to Emmanuel as a Student Pastor. He completed his Bachelor's degree at Bethune-Cookman College and Master's degree of Divinity at the Interdenominational Theological Center in 1998. Under his pastorate a van ministry was developed. His wife is the former Jamina Scippio.

July 1998 – June 2010, Rev. Leo Bernard Jackson was assigned to Emmanuel United Methodist Church in June of 1998. He completed his undergraduate degree at Bethune- Cookman College and Masters of Divinity degree from the Interdenominational Theological Center in Atlanta, Georgia. Under his pastorate twelve (12) ministry services have been established. Such as: Acts 29 Prayer Evangelism, North Point Youth Ministry, The Caleb Campaign on Evangelism, Ministry of Lionization, Workforce 2000, etc. His leadership has brought about several changes. We have upgraded our record keeping and administrative management systems through the purchase of office equipment including a computer and fax machine. To bring our church into a 21st century New Testament church mindset. Pastor Jackson believed that our church is spiritual responsible for the community in which we are planted. We have established our area of spiritual responsibility to be from 1st street to 11th and from Main Street to Bronson. Rev. Jackson is from Dania, Florida and is married to Melody Patterson his wife of 22 years and they have four children. Shinnerrie Danielle, a junior at the Oberlin Conservatory of Music, Gentry Hamilton, and Vandy Le'Mel, are juniors at Spruce Creek High School in Daytona Beach, Florida and Kelly Monroe who is an eighth grader at Silver Sands Middle School in Port Orange, Florida. Pastor Zion served for 12 years.

July 2010- June 2013, Ethel Deloris Demps was assigned to Emmanuel United Methodist Church, she served for three (3) years.

November 2013-June 2015, Rev. David S. Williams, II came as an interim pastor. Through his leadership and dedication to the adults and especially the youth, he has implemented the following: Children's church, Friday Night Movie Night (The fourth Friday of each month), Pastor's meeting with the adults and youth on the fourth Friday of each month; reorganized the order of worship; provided training for youth to become an integral part of worship; uniforms for ushers; walked the community inviting neighbors to church; celebrating birthdays on the first Sunday of each month; outreach ministry to the sick and shut-ins; brought in guest speakers that are nationally known in their fields of services; and much more to enhance our spiritual growth both intellectually and social. He has a wife, Adrian and two children.

July 2015 June 2017, Rev Reginald T. Bynum along with his wife, Yvette, began serving as Emmanuel's pastoral family. During his tenure, his wife, Yvette became the church musician. Weekly Bible Study (Bible Café) was every Wednesday at noon lead by Rev. Bynum. The Policy and Procedures Hand book was developed.

July 2017 – Present, our current pastor, Rev. John Baldwin and his wife Sophia became our pastoral family. Rev. Baldwin introduced FRAngelism: Friends, Relatives, Associates and Neighbors were invited to worship each Sunday, respectively. Sunday-Saturday

3

Pastor Susan Bailey was appointed to Emmanuel in 2018 -2020. Under her ministry , the church participated in a Free Food Giveaway once a month to help families in the community to supplement their groceries. This program brought many volunteers to help distribute food to many families from 2018-2023.

Pastor Michael Stephens served as senior pastor from May 2020 through March 2024. Under his leadership, he implemented "Virtual Church" due to the COVID-19 Pandemic. During his tenure, we continued the Free Food Giveaway until December 2023. This program made a very positive impact in the community.

June 2024, Pastor Allyson Wetzel was appointed to Emmanuel United Methodist Church.

Come join us in worship every Sunday at 11:00am. All are welcome.

Emmanuel United Methodist Church
700 Main Street
Palatka, Florida 32177

Update: St. Johns Avenue Reconstruction/Resurfacing Project led by County.

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Please see the attached information. A verbal update will be provided.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	Halifax CO _SJA Reconstruction Resurfacing Project County Led
----	---

**PUTNAM COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
CHANGE ORDER
Bid No.: 23-24**

PROJECT: ST. JOHNS AVENUE RECONSTRUCTION/RESURFACING

CHANGE ORDER NO.: 3

DATED: 9/5/2024

CONTRACTOR: Halifax Paving Inc.

See attached Change Order Request for extra work completed per directive from the County Engineer.
Modifying Grades, Structures, Remove & Reset Pipe, and down time for delays.

JUSTIFICATION: Changes were required due to multiple utility conflicts to allow proper

construction of the roadway and to allow structures to fit properly within the Right of Way.

CURRENT CONTRACT AMOUNT: \$ 2,210,001.80

INCREASE/DECREASE IN CONTRACT AMOUNT: \$ 19,912.86

NEW CONTRACT AMOUNT: \$ 2,229,914.66

CURRENT CONTRACT COMPLETION DATE: 1/14/2025

INCREASE/DECREASE TO CONTRACT TIME: 5 Days

NEW CONTRACT COMPLETION DATE: 1/19/2025

ORDERED BY PUTNAM COUNTY

BY: _____
County Representative

ACCEPTED BY:

Joseph L Durrance

Digitally signed by Joseph L
Durrance
Date: 2024.09.06 08:19:47 -04'00'

CONTRACTOR

Halifax Paving, Inc.

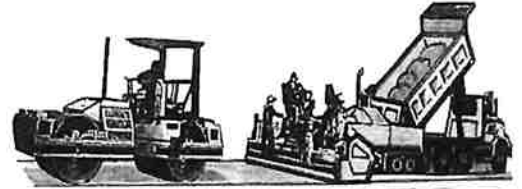
P.O. Box 730549 Ormond Beach, FL 32173

Phone 386-676-0200 Fax 386-676-0803

E-mail; halifaxpaving@cfl.rr.com

DATE: 6/24/2024

TO: Putnam County BOCC

ATTN: James Cuneo
PHONE: 904-641-1993JOB NAME: St. Johns Avenue Reconstruction /
Resurfacing

LOCATED AT: Putnam County, Florida

PLANS BY:

****UNIT PRICES WILL BE HONORED FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL.
MARKET INCREASES MAY APPLY THEREAFTER.****

BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
<u>Utilities and Storm Drainage Changes</u>				
Structure S-4 Modification to grades (See attached 4C's CO #2)	1	LS	\$ 2,545.33	\$ 2,545.33
Cut & Cap Water Mains from S-4 to S-3 (See attached 4C's CO #3)	1	LS	\$ 4,464.67	\$ 4,464.67
Remove and Reset Storm Drainage Pipe (See attached 4C's CO #4)	1	LS	\$ 3,244.92	\$ 3,244.92
Modify Structure S-2 due to Conduit Bank Conflict (See attached 4C's CO #5)	1	LS	\$ 2,980.30	\$ 2,980.30
Downtime waiting for Teco & AT&T to move cables from S-4 to S- (See attached 4C'S CO #6)	1	LS	\$ 4,867.38	\$ 4,867.38
Add 5 days Contract Time				
Sub Total			\$	18,102.60
Direct Labor Costs	15%		\$	-
P/R Burden, Labor & Material			\$	-
Overhead	10%		\$	1,810.26
We propose to execute the above scope of work for the sum of:			\$	19,912.86



PO Box 2682
Bunnell, Florida 32110
Phone: (386) 437 1257 Fax: (386) 437 4468

Change Order No. 3
Dated: 06/21/2024

Attn: Perry Nowak
Halifax Paving Inc.

Project: St. Johns Avenue
Putnam County

This change order Includes the following items.

Cut & Cap the existing water mains in conflict with the drainage pipe from S-4 to S-3

Labor	.83	DAY	\$4,867.38	\$4056.15
Materials — 8" MJ Cap w/Megalug	1	LS	\$408.53	\$408.53
Change Order Total				\$4,464.67

We request the following days be added to our contract for this work:

1 DAY

Note: All terms and conditions of the original contract apply.

Accepted By:

4C'S Trucking & Excavation, Inc.

Signature:

Name:

Title:

Date:

Accepted By:

Perry Nowak

Signature:

Name:

Title:

Date:



PO Box 2682
Bunnell, Florida 32110
Phone: (386) 437 1257 Fax: (386) 437 4468

Change Order No. 5
Dated: 06/21/2024

Attn: Perry Nowak
Halifax Paving Inc.

Project: St. Johns Avenue
Putnam County

This change order includes the following items.

Modify Structure S-2 with a new top slab & riser due to the existing conduit bank conflicting with S-2

Labor	.22	DAY	\$4,867.38	\$1,081.64
Materials – New top slab & riser	1	LS	\$1,898.66	\$1,898.66
Change Order Total				\$2,980.30

We request the following days be added to our contract for this work:

1 DAY

Note: All terms and conditions of the original contract apply.

Accepted By:
4C'S Trucking & Excavation, Inc.

Signature: [Signature]
Name: Charles Bunnell
Title: President
Date: 6/21/24

Accepted By:

Perry Nowak

Signature: _____
Name: _____
Title: _____
Date: _____

**PUTNAM COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
CHANGE ORDER
Bid No.: 23-24**

PROJECT: ST. JOHNS AVENUE RECONSTRUCTION/RESURFACING

CHANGE ORDER NO.: 4 DATED: 9/5/2024

CONTRACTOR: Halifax Paving Inc.
See attached Change Order Request for extra work completed per directive from the County Engineer.
Modifying Structures and down time for delays.

JUSTIFICATION: Changes were required due to multiple utility conflicts to allow proper
construction of the roadway and to allow structures to fit properly within the Right of Way.

CURRENT CONTRACT AMOUNT: \$ 2,229,914.66

INCREASE/DECREASE IN CONTRACT AMOUNT: \$ 7,733.73

NEW CONTRACT AMOUNT: \$ 2,237,648.39

CURRENT CONTRACT COMPLETION DATE: 1/14/2025

INCREASE/DECREASE TO CONTRACT TIME: 1 Day

NEW CONTRACT COMPLETION DATE: 1/20/2025

ORDERED BY PUTNAM COUNTY BY: _____
County Representative

ACCEPTED BY:

Joseph L Durrance Digitally signed by Joseph L
Durrance
Date: 2024.09.09 15:08:22 -04'00'

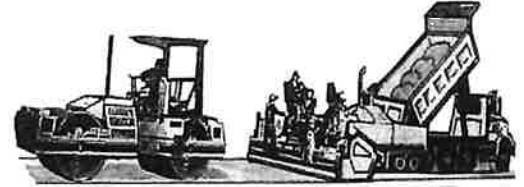
CONTRACTOR

Halifax Paving, Inc.

P.O. Box 730549 Ormond Beach, Fl 32173

Phone 386-676-0200 Fax 386-676-0803

E-mail; halifexpaving@cfl.rr.com

DATE: 7/22/2024**TO: Putnam County BOCC****ATTN: James Cuneo**
PHONE: 904-641-1993**JOB NAME:** St. Johns Avenue Reconstruction /
Resurfacing**LOCATED AT:** Putnam County, Florida**PLANS BY:**

****UNIT PRICES WILL BE HONORED FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL.
MARKET INCREASES MAY APPLY THEREAFTER.****

BID ITEM**QUANTITY UNIT****UNIT PRICE****TOTAL****Utilities and Storm Drainage Changes**

Down Time - Conflict Resolution on existing sewer pipe & removal
of 1 joint
(See attached 4C's CO #8R-1)

1 LS \$ 4,867.38 \$ 4,867.38

Modify structures S-1 & S-2
(See attached 4C's CO #9R-1)

1 LS \$ 2,163.28 \$ 2,163.28

Add 1 days Contract Time**Sub Total**

\$ 7,030.66

Direct Labor Costs

15%

\$

-

P/R Burden, Labor & Material

\$

-

Overhead

10%

\$

703.07

We propose to execute the above scope of work for the sum of:

\$ 7,733.73



PO Box 2682
Bunnell, Florida 32110
Phone: (386) 437 1257 Fax: (386) 437 4468

Change Order No. 8R-1
Dated: 06/27/2024

Attn: Perry Nowak
Halifax Paving Inc.

Revised Change Order

Project: St. Johns Avenue
Putnam County

This change order Includes the following Items.

Downtime waiting for the resolution of the conflict with the existing sewer pipe at the intersection with 18th Street

Crew time	8.00	Hours @	\$540.82	\$4,326.56
-----------	------	---------	----------	------------

Crew time for removal of 1 Joint Installed prior to finding the conflict

Crew time	1.00	Hours @	\$540.82	\$540.82
-----------	------	---------	----------	----------

Change Order Total \$4,867.38

We request the following days be added to our contract for this work:

1 DAYS

Note: All terms and conditions of the original contract apply.

Accepted By:

4C'S Trucking & Excavation, Inc.

Signature: Mark A Scott

Name: Mark A Scott

Title: PM

Date: 6/27/2024

Accepted By:

Perry Nowak

Signature: _____

Name: _____

Title: _____

Date: _____



PO Box 2682
Bunnell, Florida 32110
Phone: (386) 437 1257 Fax: (386) 437 4468

Change Order No. 9R-1
Dated: 07/10/2024

Attn: Perry Nowak
Halifax Paving Inc.

Revised Change Order

Project: St. Johns Avenue
Putnam County

This change order Includes the following items.

Modify Structures S-1 & S-2 (field cut new holes for plpe per RFI #5)

Labor	.44	DAY	\$4,867.38	\$2,163.28
-------	-----	-----	------------	------------

Change Order Total	\$2,163.28
--------------------	------------

Please withdraw change orders #5 & #7 They will no longer be needed.

Note: All terms and conditions of the original contract apply.

Accepted By:

4C'S Trucking & Excavation, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Accepted By:

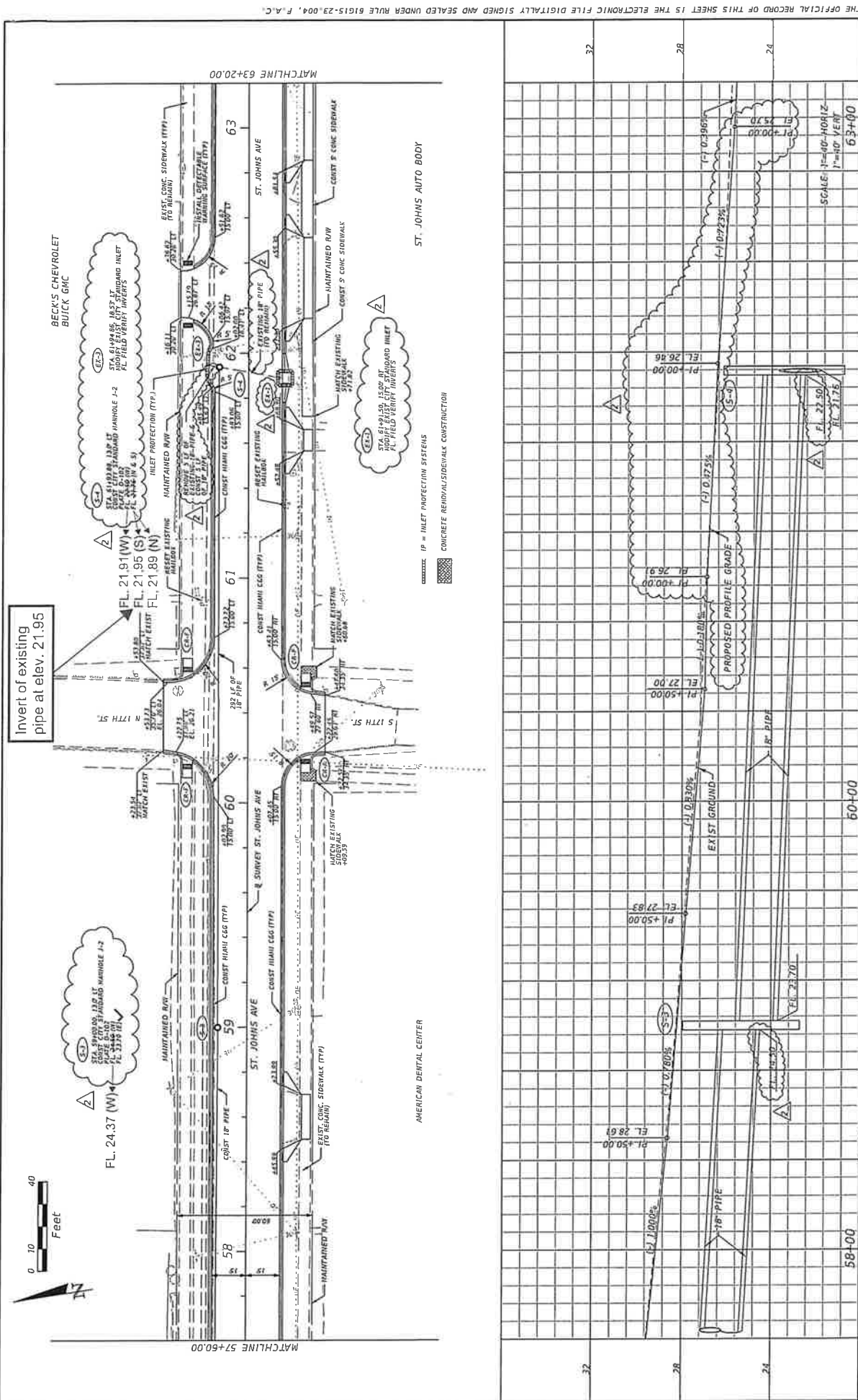
Perry Nowak

Signature: _____

Name: _____

Title: _____

Date: _____



DATE		REVISIONS		DESCRIPTION	
1/26/24	1	Revised drawing and directions			
	2	Added EX-1 description. Added additional existing pipe information. Adjust profile between 61+00 and 63+00			
1/26/24		2/15/2024		123328 PM Default	
DARYL H. MYERS, P.E.		P.E. LICENSE NUMBER 6786		HANSON PROFESSIONAL SERVICES INC.	
8075 GATE PARKWAY WEST, SUITE 204		JACKSONVILLE, FL 32216-3685		PUTNAM COUNTY PUBLIC WORKS	
ROAD NO.		COUNTY		FINANCIAL PROJECT ID	
N/A		PUTNAM		440003-2-54-01	
SHEET NO.		7		PLAN & PROFILE SHEET	



Reviewed By: Chelsea Barney
4C's Trucking & Excavation,
Inc.
01/10/2024
St. Johns Ave

TRANSMITTAL

The contents of this transmittal is confidential and intended for the addressee only. If incorrectly received, please contact the sender and return to the address opposite.

Rinker Materials
840 West Avenue
Deland, FL 32720

If there are any problems with this transmittal, please call the sender to resend.

Office- (386) 734-6228

Date: **Wednesday, January 10, 2024**
To: **CHELSEA BARNEY HERBERT**
Company: **4 C'S TRUCKING & EXCAVATION INC**
Address: -
City/ST/Zip: -
Phone: **386-931-5710**
Fax:

ST JOHNS AVE RECONSTR & RESURF
CONTRACTS G1H16 & G2145 PUTNAM
FIN # 443700-15401 & 440003-25201
REVIEWED BY SB DATE 01-11-24
HALIFAX PAVING, INC.

From: **Bobby Simmons**
Engineering Department

840 West Avenue
Deland, FL 32720
Phone: **Office- (386) 734-6228**
Email: robert.simmons@rinkerpipe.com

Project: **Johns Avenue)**
Contract #: **783519**

Notes: **SHOP DRAWINGS FOR REVIEW AND APPROVAL**

THE ATTACHED DRAWING(S) ARE:

- ☐ **APPROVED AS SUBMITTED**, No comments or changes. Please release for production.
- ☐ **APPROVED AS NOTED**, Please make changes noted and release for production.
- ☐ **APPROVED WITHOUT REVIEW**, Release for production upon completion of shop drawings.
- ☐ **NOT APPROVED**, Revise and Resubmit, Do not release for production.

Authorized Approval: _____
(Please sign above)

Approx Date Structures Needed: _____
We will make every effort to accommodate this request

Reviewed By: Chelsea Barney
4C's Trucking & Excavation,
Inc.
01/10/2024
St. Johns Ave

ST JOHNS AVE RECONSTR & RESURF
CONTRACTS G1H16 & G2145 PUTNAM
FIN # 443700-15401 & 440003-25201
REVIEWED BY SB DATE 01-11-24
HALIFAX PAVING, INC.



Rinker Materials

Date: January 10, 2024

Project: FDOT 440003-2-54-01 (St Johns Avenue)

Contractor: 4 C'S TRUCKING & EXCAVATION INC

Sales Order Number: 783519

Submittals On: Precast Concrete Structures

Designed By: Bobby Simmons

HANSON PROFESSIONAL SERVICES INC. (HANSON)

SHOP DRAWING, PRODUCT DATA OR SAMPLE REVIEW

- ☐ NO EXCEPTIONS TAKEN
- ☒ FURNISH AS CORRECTED
- ☐ REVISE AND RESUBMIT
- ☐ SUBMIT SPECIFIED ITEM
- ☐ REJECTED - SEE REMARKS

HANSON'S REVIEW OF SUBMITTALS IS SOLELY FOR THEIR GENERAL CONFORMANCE WITH HANSON'S DESIGN INTENT AND THEIR GENERAL CONFORMANCE WITH INFORMATION GIVEN IN THOSE PORTIONS OF THE CONTRACT DOCUMENTS PREPARED BY HANSON. HANSON SHALL NOT BE RESPONSIBLE FOR ANY ASPECTS OF A SUBMITTAL THAT AFFECT OR ARE AFFECTED BY MEANS, METHODS, TECHNIQUES, SEQUENCES AND OPERATIONS OF CONSTRUCTION, OR SAFETY PRECAUTIONS AND PROGRAMS INCIDENTAL THERETO, ALL OF WHICH ARE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR WILL BE RESPONSIBLE FOR LENGTHS, DIMENSIONS, ELEVATIONS, QUANTITIES AND COORDINATION OF THE WORK WITH OTHER TRADES. THE CONTRACTOR SHALL BE RESPONSIBLE TO REVIEW SUBMITTALS AND APPROVE THEM IN THESE RESPECTS.

BY D. Myers

DATE 2/12/24

Rinker Locations:

Deland, FL * Green Cove Springs, FL * Marianna, FL
Winter Haven, FL * Gretna, FL * Apopka, FL * Miami, FL



Reviewed By: Chelsea Barney
4C's Trucking & Excavation,
Inc.
01/10/2024
St. Johns Ave

ST JOHNS AVE RECONSTR & RESURF
CONTRACTS G1H16 & G2145 PUTNAM
FIN # 443700-15401 & 440003-25201
REVIEWED BY SB DATE 01-11-24
HALIFAX PAVING, INC.

Date: January 10, 2024
Contractor: 4 C'S TRUCKING & EXCAVATION INC
Project: (St Johns Avenue)
Sales Order Number: 783519

To whom it may concern:

This letter is to certify that any and all precast reinforced concrete sections manufactured by Rinker Materials contained herein, meet or exceed the following American Society of Testing and Materials (ASTM) specifications that are in effect at the date listed on this submittal.

Reinforced Circular Concrete Manholes:	ASTM C-478
Precast Square\Rectangular Boxes:	ASTM C-913, C-890

In addition to meeting the above applicable specifications we further certify that our precast products meet or exceed applicable local municipal and Department of Transportation specifications.

Sincerely,

Bobby Simmons
Engineering Department

Rinker Materials
840 West Avenue
Deland, FL 32720

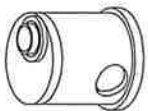
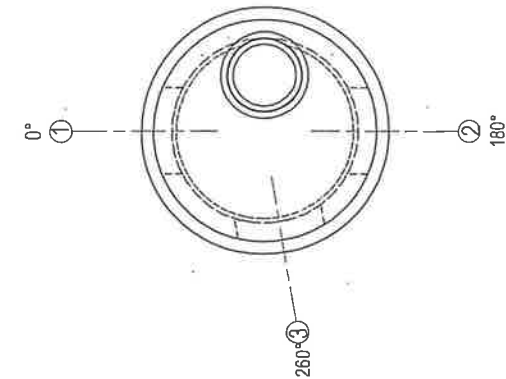
Office- (386) 734-6228
robert.simmons@rinkerpipe.com

Rinker Locations:
Deland, FL * Green Cove Springs, FL * Marianna, FL
Winter Haven, FL * Gretna, FL * Apopka, FL * Miami, FL



Helpful Precast Abbreviations

Abbreviation	Meaning
APTB	Amount of precast to build (FT)
ITB	Inside top of base (ELEV)
TPW	Top of poured wall (ELEV)
TTS	Top of top slab (ELEV)
TRS	Top of reducer slab (ELEV)
FG	Finished grade (ELEV)
TOP	Top elevation (ELEV)
EOP	Edge of pavement (ELEV)
TB	Top of brick (ELEV)
TPC	Top of cone (ELEV)
TA	Throat adjustment (FT)



The pipe invert of the existing pipe was 21.95. This raised the structures top of top slab (TTS) by .19'. The new TTS is at elev. 27.37. This new elev. does not allow for any brick adjustment under the ring & cover. The box needed to be modified to allow for this new higher elevation of the existing pipe.

opening

PIECES

PIECE #	WEIGHT	PIECE DESCRIPTION	PRODUCT CODE
2	2784	060Dia x 06Wall x 08H, 024Dia Ecc, TopSlab	SR060S06M008N
1	9378	060Dia x 06Wall x 064H, MonoBaseExt	SR060B06M066X

PIPES

PIPE #	PC #	DEG DIR	PIPE SIZE	PIPE INVERT	HOLE SIZE	BOOT TYPE	HOLE INVERT	HOLE RAISE	CL OFFSET FROM 0 (ID)	CL OFFSET FROM 0 (OD)
1	1	0	18 RCP	21.76	28	NONE	21.34	2"	0"	0"
2	1	180	18 RCP	21.76	28	NONE	21.34	2"	94.25"	113.1"
3	1	260	18 RCP	23.20	28	NONE	22.84	20"	52.36"	62.83"

This revised print shows this invert at elev. 22.50

SPECIAL NOTES:
1- FLAT TOP

ACCESSORIES:

1EA USF 170-XB FDOT STORM

FDOT STAMP
REQUIRED

VERIFY FG
ELEVATION

EOP = 26.2

FG/RIM 28.00
TA 27.50
TTS 27.18
TPW 26.51

ITB 21.18
BOT 20.51

VERIFY DOGHOUSE
CONNECTION NOT REQUIRED

Doghouse connection is NOT required. New 18" pipe is being installed between EX-3 and S-4

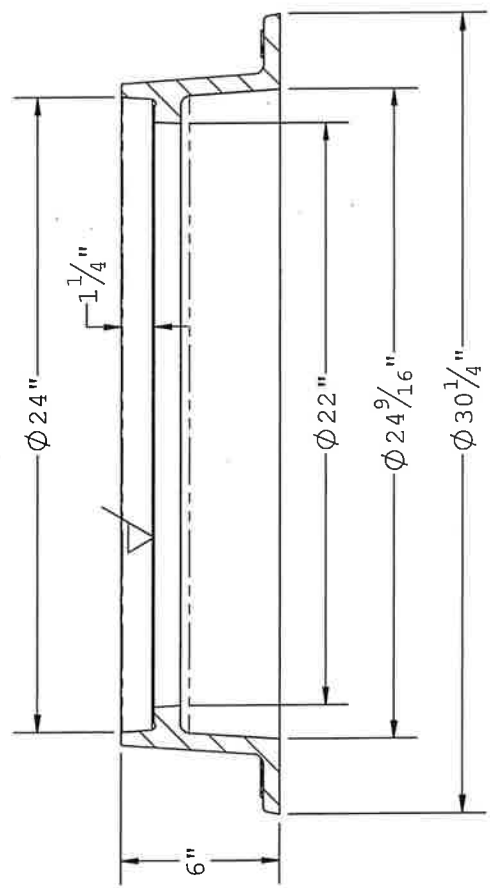
Reviewed By: Chelsea
Barney
4C's Trucking & Excavation,
Inc.
01/10/2024
St. Johns Ave

Rinker
MATERIALS™
A QUIKRETE® COMPANY
www.RinkerPipe.com
840 West Ave., Deland, FL 32720
(386) 734-6228

PROJECT No.: 783519	SEQ. No.:	DATE: 01/09/24
DESIGNED: BS	DRAWN: BS	
CHECKED:	APPROVED:	
SHEET No.: S-4		

FDOT 440003-2-54-01 (St Johns Avenue)
PALATKA, FL
4 C'S TRUCKING & EXCAVATION INC

Reviewed By:
Chelsea Barney
4C's Trucking &
Excavation, Inc.
01/10/2024
St. Johns Ave



		8351 NW 93rd Street Medley, FL 33166-2025 ph: 1-800-432-9709 fax: 305-887-9429 www.usfoundry.com		AN EAGLE MANUFACTURING COMPANY © 2018 All Rights Reserved	
		US FOUNDRY		US FOUNDRY	
USF 170 Ring & XB Cover 4pph		ITEM		MATERIAL:	
Ring		BAAN # 8021468		Gray Cast Iron ASTM-A48 Class 35B	
Cover		8010282		LOAD CLASSIFICATION:	
Assembly		8022047		Heavy Duty	
REV 0	REV DATE	REV BY	DRAWN DATE	DRAWN BY	QUOTE #
0	2/22/2012	JLS/S/D	JLS/S/D	JLS/S/D	JLS/S/D

For a complete product offering please visit us at www.usfoundry.com

**PUTNAM COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
CHANGE ORDER
Bid No.: 23-24**

PROJECT: ST. JOHNS AVENUE RECONSTRUCTION/RESURFACING

CHANGE ORDER NO.: 5

DATED: 9/5/2024

CONTRACTOR: Halifax Paving Inc.
See attached Change Order Request for extra time due to delays with Teco Gas and AT&T
Lines to be relocated.

JUSTIFICATION: Delays were required due to multiple utility conflicts to allow Utility Companies
to relocate gas mains and phone lines in the project limits.

CURRENT CONTRACT AMOUNT: \$ 2,237,648.39

INCREASE/DECREASE IN CONTRACT AMOUNT: \$ 0.00

NEW CONTRACT AMOUNT: \$ 2,237,648.39

CURRENT CONTRACT COMPLETION DATE: 1/14/2025

INCREASE/DECREASE TO CONTRACT TIME: 1 Day

NEW CONTRACT COMPLETION DATE: 1/21/2025

ORDERED BY PUTNAM COUNTY

BY: _____
County Representative

ACCEPTED BY:

**Joseph L
Durrance**

Digitally signed by Joseph L
Durrance
Date: 2024.09.09 11:47:35 -04'00'

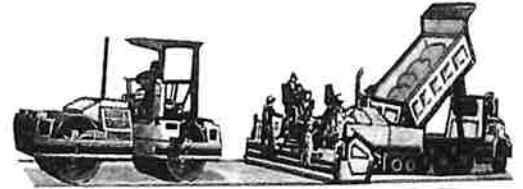
CONTRACTOR

Halifax Paving, Inc.

P.O. Box 730549 Ormond Beach, FL 32173

Phone 386-676-0200 Fax 386-676-0803

E-mail; halifaxpaving@cfl.rr.com

DATE: 9/4/2024**TO:** Putnam County BOCC**ATTN:** James Cuneo**PHONE:** 904-641-1993**JOB NAME:** St. Johns Avenue Reconstruction /
Resurfacing**LOCATED AT:** Putnam County, Florida**PLANS BY:**

****UNIT PRICES WILL BE HONORED FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL.
MARKET INCREASES MAY APPLY THEREAFTER.****

BID ITEM**QUANTITY UNIT****UNIT PRICE****TOTAL****Utilities and Storm Drainage Changes**

Down Time - Waiting for existing Teco Gas Line & AT&T Cable
to be moved from drainage S-4 to S-3
(See attached 4C's CO #6R-1)

1	LS	\$	-	\$	-
---	----	----	---	----	---

ADD 1 CONTRACT DAY**Sub Total**

\$ -

Direct Labor Costs

15%

\$ -

P/R Burden, Labor & Material

\$ -

Overhead

10%

\$ -

We propose to execute the above scope of work for the sum of:

\$ -



PO Box 2682

Bunnell, Florida 32110

Phone: (386) 437 1257 Fax: (386) 437 4468

Change Order No. 6R-1

Dated: 09/03/2024

Attn: Perry Nowak

Halifax Paving Inc.

Project: St. Johns Avenue

Putnam County

This change order includes the following Items.

Downtime waiting for the existing Teco gas line and AT&T cable to be moved out of the way of the drainage from S-4 to S-3

Labor 1.00 DAY

Change Order Total \$0.00

We request the following days be added to our contract for this work:

1 DAY

Note: All terms and conditions of the original contract apply.

Accepted By:

4C'S Trucking & Excavation, Inc.

Signature:

Name:

Title:

Date:

Accepted By:

Perry Nowak

Signature:

Name:

Title:

Date:

**PUTNAM COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
CHANGE ORDER
Bid No.: 23-24**

PROJECT: ST. JOHNS AVENUE RECONSTRUCTION/RESURFACING

CHANGE ORDER NO.: 6

DATED: 9/7/2024

CONTRACTOR: Halifax Paving Inc.
See attached CO Request to repair storm damage to St Johns Ave from Mosley Ave to 19th St
Damage due to Hurricane Debbie and past rains.

JUSTIFICATION: Delays were required due to Palatka Gas Main lowering. During the work
Hurricane Debbie rains and rains after caused damage to unprotected sidewalk from the City
of Palatka not completing work with their contractor as agreed to by the City, County and CEI.

CURRENT CONTRACT AMOUNT: \$ 2,237,648.39

INCREASE/DECREASE IN CONTRACT AMOUNT: \$ 40,901.00

NEW CONTRACT AMOUNT: \$ 2,278,549.39

CURRENT CONTRACT COMPLETION DATE: 1/14/2025
49 Days (3 HC Debbie & 32 Days for Gas
INCREASE/DECREASE TO CONTRACT TIME: Main, 14 for Mosley Repair)

NEW CONTRACT COMPLETION DATE: 5/26/2025

ORDERED BY PUTNAM COUNTY

BY: _____
County Representative

ACCEPTED BY:

Joseph L Durrance Digitally signed by Joseph L
Durrance
Date: 2024.09.09 07:12:04 -04'00'
CONTRACTOR

Update: St. Johns River Environmental Center - Port Consolidated properties land swap

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

A verbal update will be provided by the Interim City Manager.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

None

ADOPT RESOLUTION 2024-R-184 approving of a utility easement from the City of Palatka Kay Larkin Airport property to the Florida Gas Transmission Company for the installation and operation of an interstate natural gas pipeline system to be regulated by the Federal Energy Regulatory Commission ("FERC") for consideration in the amount of \$75,000 to the City of Palatka.

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

Florida Gas Transmission Company, LLC ("FGT") owns and operates an interstate natural gas pipeline system and is regulated by the Federal Energy Regulatory Commission ("FERC") pursuant to federal legislation, including the Natural Gas Act ("NGA"), 15 U.S.C. §717, et seq., the Natural Gas Pipeline Safety Act ("NGPSA"), 49 U.S.C. §60101, et seq., the National Environmental Policy Act of 1969 ("NEPA"), 42 U.S.C. §4331, et seq. and their corresponding administrative regulations, 18 C.F.R. Parts 157 and 380, and 49 C.F.R. Part 192. FGT has filed for FERC authorization to increase mainline capacity and construct/modify, own, operate and maintain approximately 2.57 miles of 12-inch lateral pipe looping of its 6-inch Georgia Pacific Lateral system and upgrade its EFM/SCADA facilities at the existing customer owned Palatka – CertainTeed Gypsum Meter and Regulation station in Putnam County, Florida. The project is known as the Palatka Project ("Project").

PROJECT ANALYSIS

As part of its Project, FGT must acquire a Natural Gas Pipeline Easement over portions of the following City-owned parcels: PUTN-026.1 (Parcel ID #03-10-26-7720-0190-0010), PUTN-027 (Parcel ID #03-10-26-7720-0200-0000) and PUTN-028 (Parcel ID #03-10-26-0000-0010-0000). Pursuant to the Natural Gas Act, 15 U.S.C. § 717f (h), if FGT is unable to acquire the property rights needed for its Project it can file a condemnation action in federal district court for the district in which the property is located. FGT has provided the City with appraisal reports prepared by a State of Florida Certified General Real Estate Appraiser that values the proposed easements to be acquired from the City at \$56,700. Notwithstanding the appraised value, FGT has agreed to pay the City \$75,000 to acquire these easements. FGT has also provided the City with a proposed Natural Gas Pipeline Easement for staff's review and consideration. Staff recommends the City of Palatka provide FGT with the easement rights necessary for their Project and accept compensation in the amount of \$75,000 for the rights being acquired.

Staff Recommendation

ADOPT RESOLUTION.

ATTACHMENTS

1.	2024-R-184
2.	026.1_027 City of Palatka - Appraisal Report 4866-5630-6903 v.1
3.	028 City of Palatka Airport - Appraisal Report 4885-3345-4551 v.1

RESOLUTION NO. 2024-R-184

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING FLORIDA GAS TRANSMISSION COMPANY,
LLC A NATURAL GAS PIPELINE EASEMENT OVER CITY
OWNED PROPERTY, COMPENSATING THE CITY FOR
THE EASEMENT, AND PROVIDING FOR SCRIVENOR’S
ERRORS.**

WHEREAS Florida Gas Transmission Company, LLC (“FGT”) owns and operates an interstate natural gas pipeline system and is regulated by the Federal Energy Regulatory Commission (“FERC”) pursuant to federal legislation, including the Natural Gas Act (“NGA”), 15 U.S.C. §717, et seq., the Natural Gas Pipeline Safety Act (“NGPSA”), 49 U.S.C. §60101, et seq., the National Environmental Policy Act of 1969 (“NEPA”), 42 U.S.C. §4331, et seq. and their corresponding administrative regulations, 18 C.F.R. Parts 157 and 380, and 49 C.F.R. Part 192.

WHEREAS, FGT has filed for FERC authorization to increase mainline capacity and construct/modify, own, operate and maintain approximately 2.57 miles of 12-inch lateral pipe looping of its 6-inch Georgia Pacific Lateral system and upgrade its EFM/SCADA facilities at the existing customer owned Palatka – CertainTeed Gypsum Meter and Regulation station in Putnam County, Florida. The project is known as the Palatka Project (“Project”).

WHEREAS as part of its Project, FGT must acquire a Natural Gas Pipeline Easement over portions of the following City-owned parcels: PUTN-026.1 (Parcel ID #03-10-26-7720-0190-0010), PUTN-027 (Parcel ID #03-10-26-7720-0200-0000) and PUTN-028 (Parcel ID #03-10-26-0000-0010-0000).

WHEREAS, pursuant to the Natural Gas Act, 15 U.S.C. § 717f (h), if FGT is unable to acquire the property rights needed for its Project it can file a condemnation action in federal district court for the district in which the property is located.

WHEREAS, FGT has provided the City with appraisal reports prepared by a State of Florida Certified General Real Estate Appraiser that values the proposed easements to be acquired from the City at \$56,700. Notwithstanding the appraised value, FGT has agreed to pay the City \$75,000 to acquire these easements.

WHEREAS, FGT has also provided the City with a proposed Natural Gas Pipeline Easement for staff’s review and consideration; and

NOW, THEREFORE BE IT RESOLVED by the Palatka City Commission

- 1) the City of Palatka shall provide FGT with the easement rights necessary for their Project and accept compensation in the amount of \$75,000 for the rights being acquired;
- 2) the Mayor and the City Clerk are authorized to execute and attest all documents to grant the easement rights; 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, on this 26TH day of September 2024.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Real Estate Appraisal Report

of

Property Owner: City of Palatka
Project Name: FGT Georgia Pacific 12" Lateral Loop
Florida Gas Transmission Tract: FLBNQ-PUTN-026.1
FLBNQ-PUTN-027

Prepared For

Beth Porter
c/o Florida Gas Transmission Co., LLC
2301 Lucien Way, Suite 200
Maitland, FL 32751

DATE OF VALUATION:
(a/k/a, Effective Date of Appraisal)

July 1, 2024

DATE OF REPORT:

August 12, 2024

File No. 24-460



August 12, 2024

Beth Porter
c/o Florida Gas Transmission Co., LLC
2301 Lucien Way, Suite 200
Maitland, FL 32751

As you are aware, our assignment involves providing real estate appraisal services related to the Florida Gas Transmission (FGT) 12" Georgia Pacific Lateral Loop natural gas pipeline project. The subject of this particular appraisal is one of many properties involved in the overall assignment. Inspection of each property, including the subject, was to the extent necessary. Any improvements to the property, which are not affected by the taking and project, were not necessarily inspected.

The proposed project includes acquisitions of permanent easements, which allow for placement of the new pipeline, and temporary easements, which allow for workspace and access during construction. For the case of the subject property, a permanent easement, two temporary workspace easements, and a temporary access easement are required. Construction of the pipeline within the permanent easement will be accomplished through horizontal directional drilling (HDD) in the southern portion of the subject site, while an open-cut installation will be used north of the fire station. The temporary easements are for a maximum term of two (2) years or 24 months and will expire upon project completion. That is not to say there will be construction during the entirety of the temporary easements, but rather it affords construction schedule flexibility.

I have appraised the subject relative to the proposed easement acquisitions by Florida Gas Transmission Co., LLC. The property rights to be acquired are necessary for construction of an underground natural gas pipeline and related facilities as part of Florida Gas Transmission's 12" Georgia Pacific Lateral Loop Project. A copy of the easement terms is contained in the file.

The purpose of the appraisal is to provide an opinion of market value of the property interests to be acquired, plus consideration for any damages relating to the remaining property. A descriptive summary of the findings, conclusions, and support for same, is included within the following pages of this report. Detailed supporting documentation and additional data are contained in the addenda to the appraisal report and within the appraisal file, which are incorporated herein by reference.

The easement terms for the subject property indicate that, "Florida Gas will restore the surface of all disturbed areas within and outside of the boundaries of the herein conveyed easements to original contour and condition, as near as is reasonably practicable, to the extent the damage or disturbance of such areas results from the pipeline operations (except for the surface beneath any above-ground pipeline facilities installed in the permanent easement) and/or to the extent utilized by Florida Gas and the damage or disturbance resulted from use by Florida Gas, its agents, or contractors. To the extent that Florida Gas may engage in excavation, Florida Gas shall remove from the surface of the Permanent Easement all three-inch (3") or greater diameter rock excavated from the trench across tillable portions of these easement areas. Florida Gas shall plant grass seed on all land surfaces disturbed by the Pipeline Operations."

With that said, the estimated market value as reported herein consists of the following:

- Value of easement interests acquired in the land.
- Value of improvements acquired, when such improvements contribute value to the property and are not being relocated/replaced by FGT.
- Damages to the remainder, if any.

My opinion of the market value of the easement interests to be acquired is as follows:

	Permanent Easement	Temporary Easements	Total
Land Taken	\$33,000	\$18,100	\$51,100
Improvements Taken	\$0	\$0	\$0
Damages	\$0	\$0	\$0
Total	\$33,000	\$18,100	\$51,100

Hypothetical Condition

A city-required building setback area has been ignored for purposes of valuing the part acquired associated with the proposed Florida Gas Transmission easements. Should this change, the value estimate contained herein may be adjusted accordingly.



DURRANCE & ASSOCIATES
Chad Durrance, MAI | Cert Gen RZ987
(813) 258-8464 Direct Dial
email: Chad@DurranceAppraisals.com

SUMMARY OF INFORMATION

Assignment:	Appraisal services relating to the 12" Georgia Pacific Lateral Loop natural gas pipeline project.
Location:	The subject is located on the west side of Moody Road, between St. Johns Avenue and Reid Street (State Road 100), within the city limits of Palatka, in Putnam County. The property has a site address of 320 N. Moody Road, Palatka, Florida 32177.
Property Owner:	City of Palatka, a municipal corporation
Parcel IDs:	03-10-26-7720-0190-0010 – PUTN-026.1 – 24.2 Acres 03-10-26-7720-0200-0000 – PUTN-027 – 15.5 Acres
Date of Valuation:	July 1, 2024
Property Rights Appraised:	Prior to the proposed acquisition, the property rights to be appraised is the fee simple estate. After arriving at an opinion of value in the before condition, the easement rights proposed to be acquired will be valued subject to any existing easement rights to the benefit of Florida Gas Transmission.

PROPERTY DESCRIPTION

Parent Tract Size:	The parent tract consists of two separately assessed parcels containing 24.2 acres and 15.5 acres, for a total area of 39.7 acres, based on the Putnam County Property Appraiser's records.
Street/Road/Access:	The subject has almost 1,200 front feet along the west side of Moody Road, a two-lane paved roadway. Primary access is from this roadway, with an internal road providing additional access to various on-site improvements.
Easements/Encroachments/ Encumbrances:	Title work, including a summation of any easements or encumbrances noted, is contained within the file. Although the property may be subject to easements and encumbrances, there was nothing noted that would prohibit the overall reasonable use of the property.
Utilities:	The utilities necessary for development are available.
Improvements:	The subject property is improved with a water treatment plant, fire station, and other site improvements. The improvements are located outside the proposed FGT easement and are not estimated to be impacted by the taking. As such, there is no detailed description of the improvements.

INTENDED USE AND USER OF APPRAISAL

This appraisal report has been prepared for the client, Florida Gas Transmission Company. The intended user of this report is the client and their representatives. The intended use of this report relates to the proposed acquisition of easement rights from the subject.

PURPOSE OF APPRAISAL

The purpose of the appraisal is to provide an opinion of the market value of the subject, as of the same date, both "Before" and "After" the proposed taking. The difference between these two value opinions is comprised of the market value of the part taken plus damages to the remainder, if any.

LEGAL DESCRIPTION

The legal description of the parent tract is contained in the file. The parent tract (subject) of this appraisal is identified by the sketches and descriptions contained within the body of this appraisal. The proposed easement acquisition is identified by the sketch and legal description(s) contained in the addenda.

OWNERSHIP AND SALES HISTORY

Review of public records and title information provided, indicates the parent tract has been under current ownership in excess of three years prior to the date of value. There are no known current listings or contracts for sale, as of the date of value.

EXPOSURE TIME

The reported value estimate is based on reasonable market exposure time. Based on market conditions and research in the market, the exposure time was estimated to be not more than 12 to 18 months to achieve the reported market value. This assumes a competitive and open market, and further assumes a reasonable asking price relative to the value reported.

SCOPE OF WORK

The scope of work performed in preparing this appraisal included the following.

- Identification of the parent tract and acquisition area
- Research of various factors in the market area as related to value
- Verification of market data
- Highest and best use analysis of the subject
- Analysis of potential impacts the proposed acquisition and project have on the remaining property interests

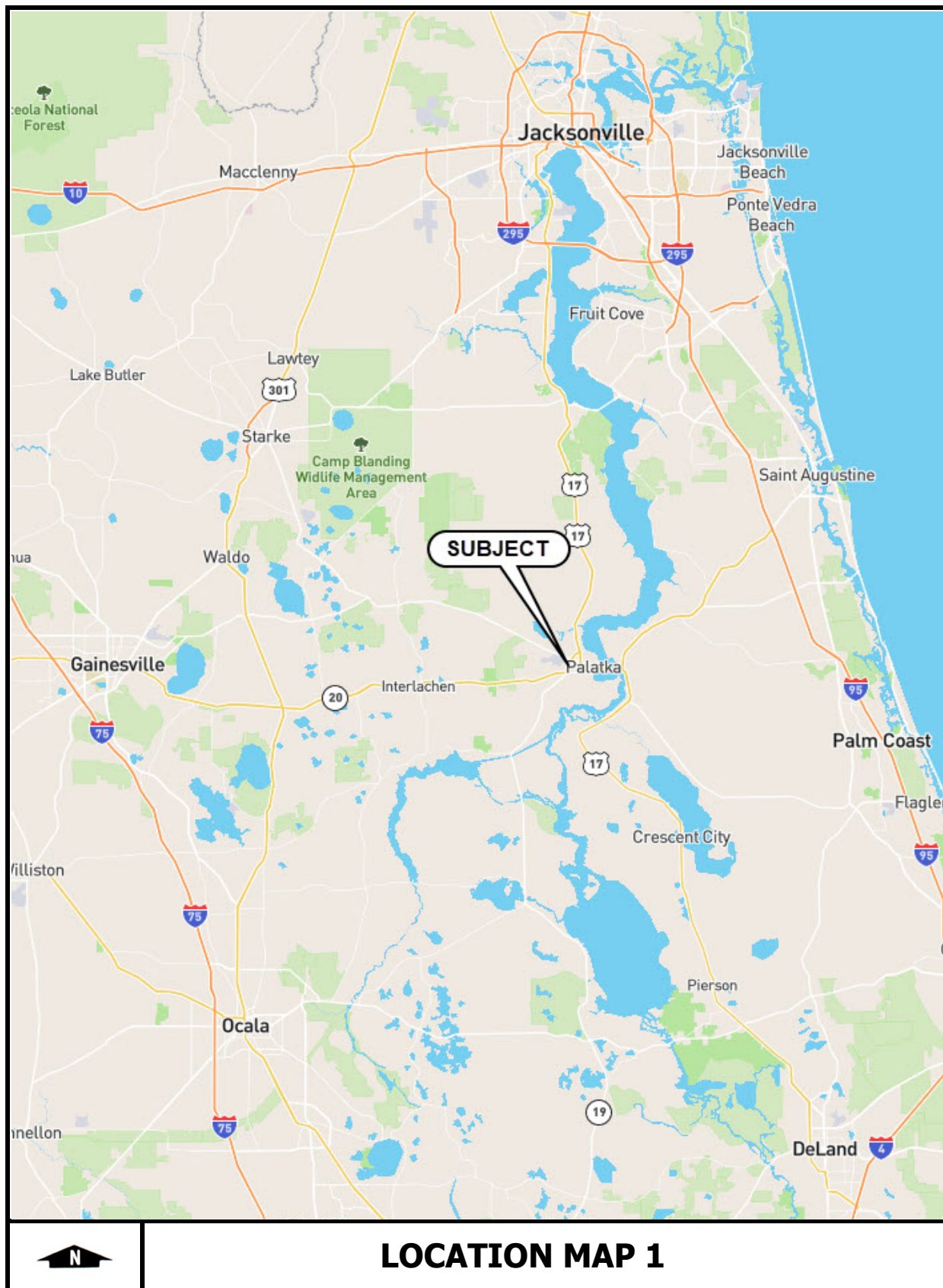
In arriving at an estimate of the Before value (ignoring the proposed taking), the Sales Comparison Approach was used to value the subject land. This approach considers comparable data including recent sales of similar properties in the area. The Cost and Income Approaches to value are not relevant valuation methods in this particular instance, given the subject improvements are not being valued. The Sales Comparison, or Market Approach, is the most meaningful and recognized method of valuation as it relates to land. This is the method that was utilized in valuing the subject land both before and after the taking.

After arriving at a value opinion for the subject land before the taking, the next step was to estimate the value of the remaining property interests. Given the proposed taking is of easement

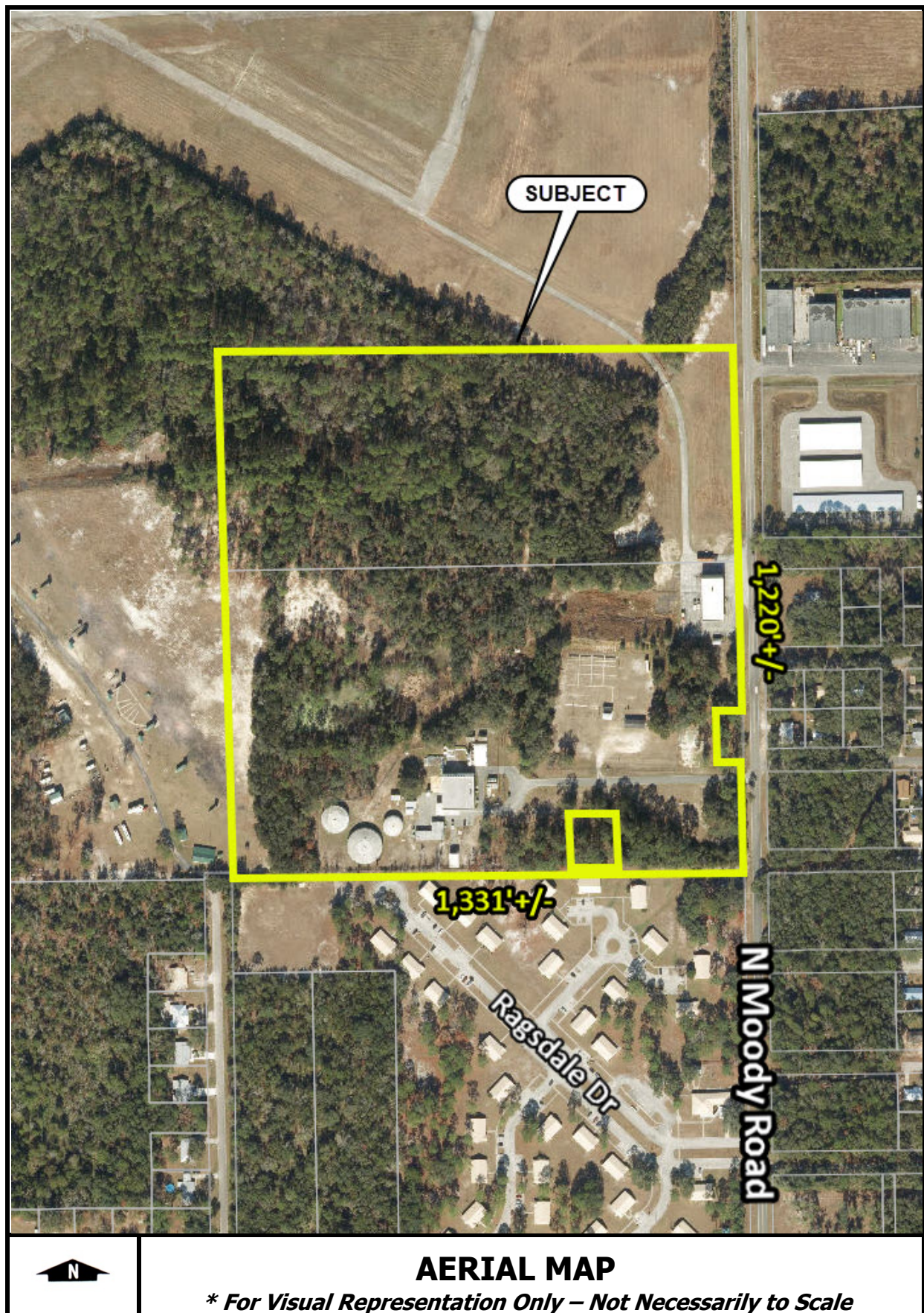
interests only, the size of the property will remain unchanged. The remainder will be encumbered by a permanent natural gas pipeline easement being 30 feet in width located along the easterly property boundary, parallel and adjacent to Moody Road. The permanent easement will allow for the placement of an underground pipeline via guided boring, directional drilling and/or other trenchless technology, as well as through an open-cut installation north of the fire station.

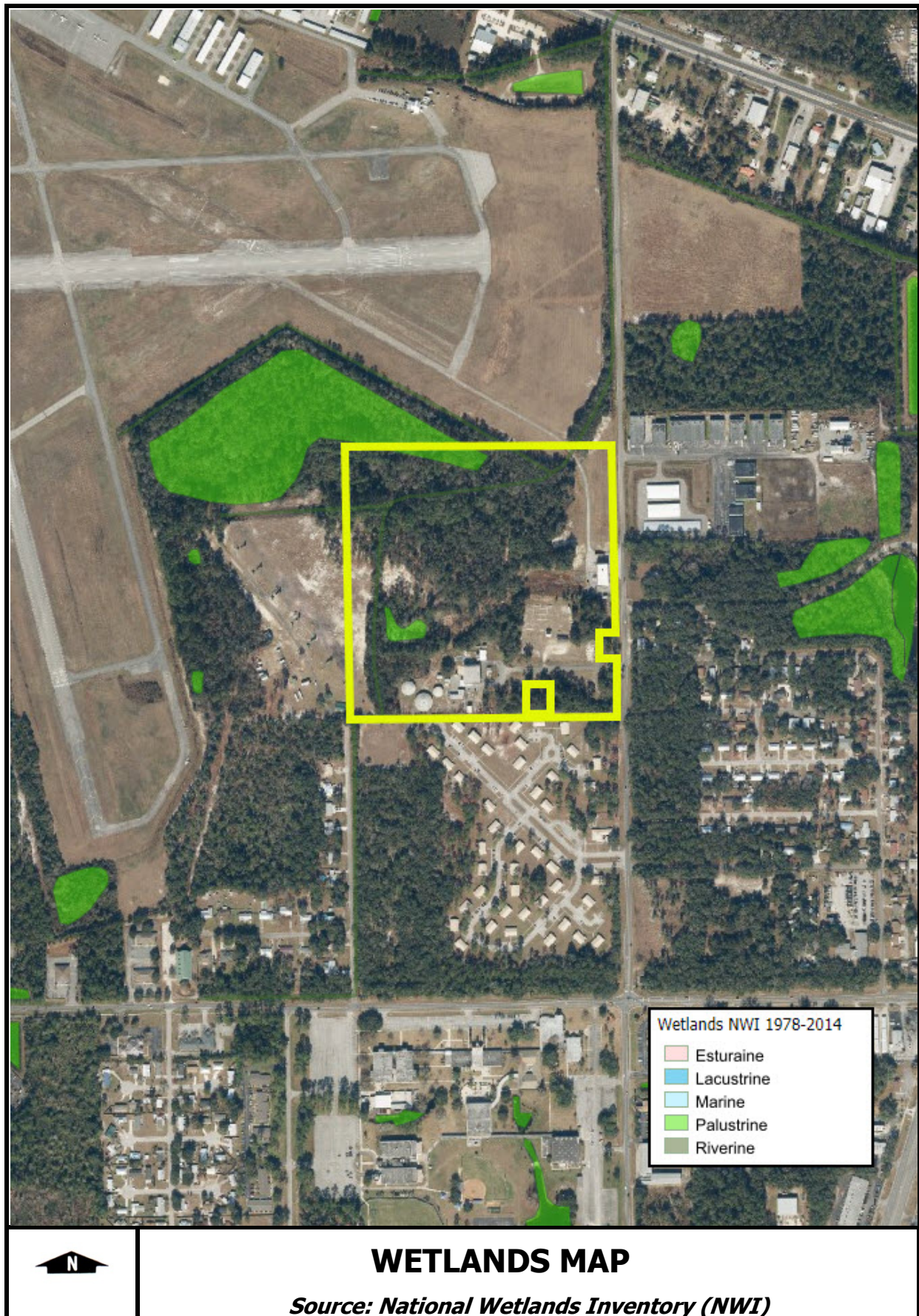
After analysis of any value impacts to that portion of the property to be encumbered by the new easement, consideration was also given to any damage issues that relate to the remaining property. The subject land is suitable for industrial uses. Market sales and data have been researched and analyzed for similar type properties that are both encumbered and unencumbered with gas pipeline easements. This analysis was undertaken in order to measure any damage impacts created by the presence of a gas pipeline easement. The findings and conclusions of this analysis, as they relate to the subject, are summarized in "Remainder Valuation" section of this appraisal.

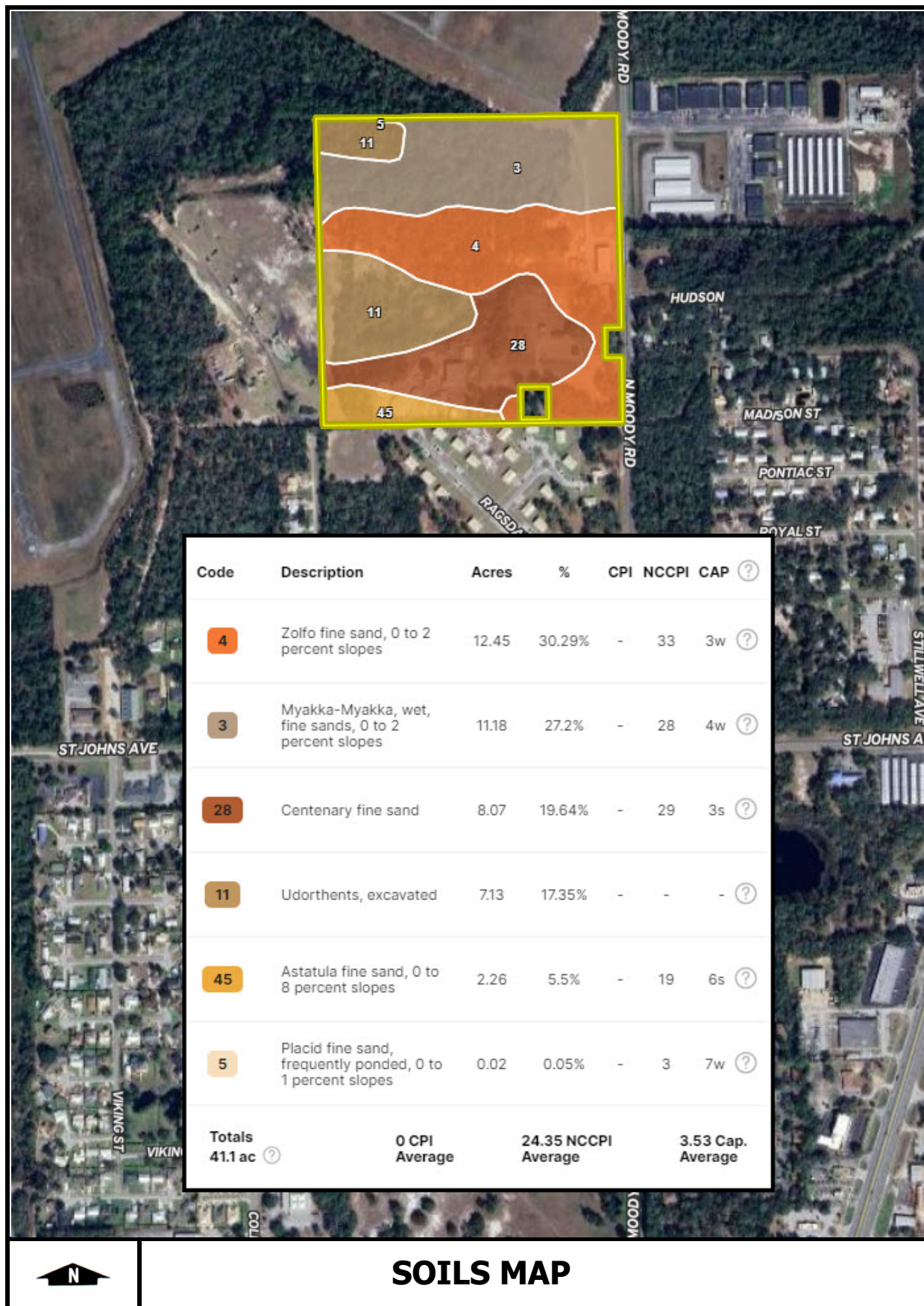
Since no damages were noted and no improvements are being acquired, it was not necessary to value the subject improvements. Valuation of the improvements would merely be an unnecessary exercise with the value opinion for the improvements being the same both before and after the taking. After an analysis of the easement terms specific to the subject, it is my opinion the impact to the remainder relates to the owner's loss of rights/use within the easement area. As such, the subject land has been valued in the before condition ignoring the project and proposed easement, and then valued again on the same date recognizing the existence of the new easement. The difference between these two values is my opinion of the market value of the easement interests to be acquired.

MAPS/EXHIBITS/PHOTOS

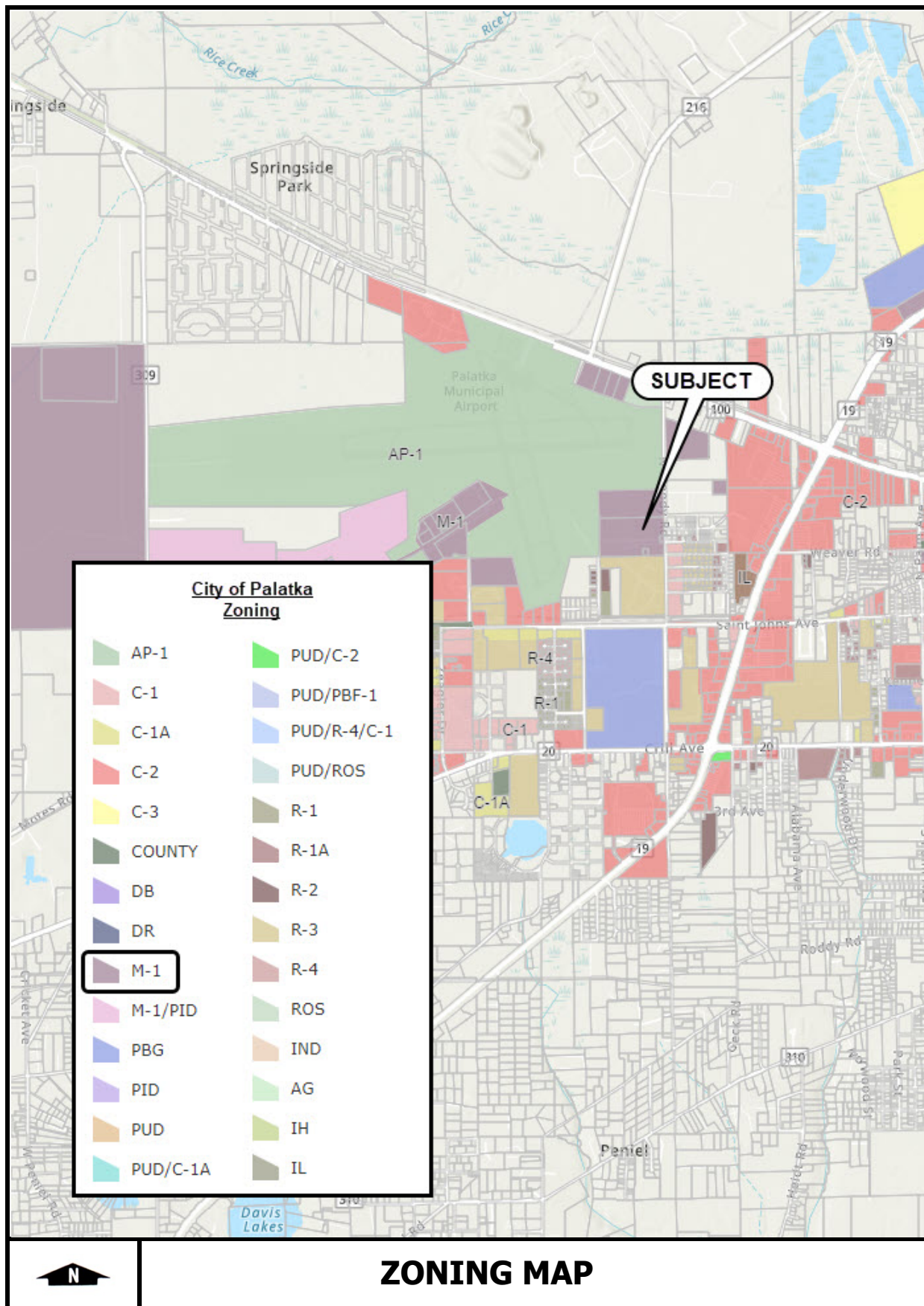


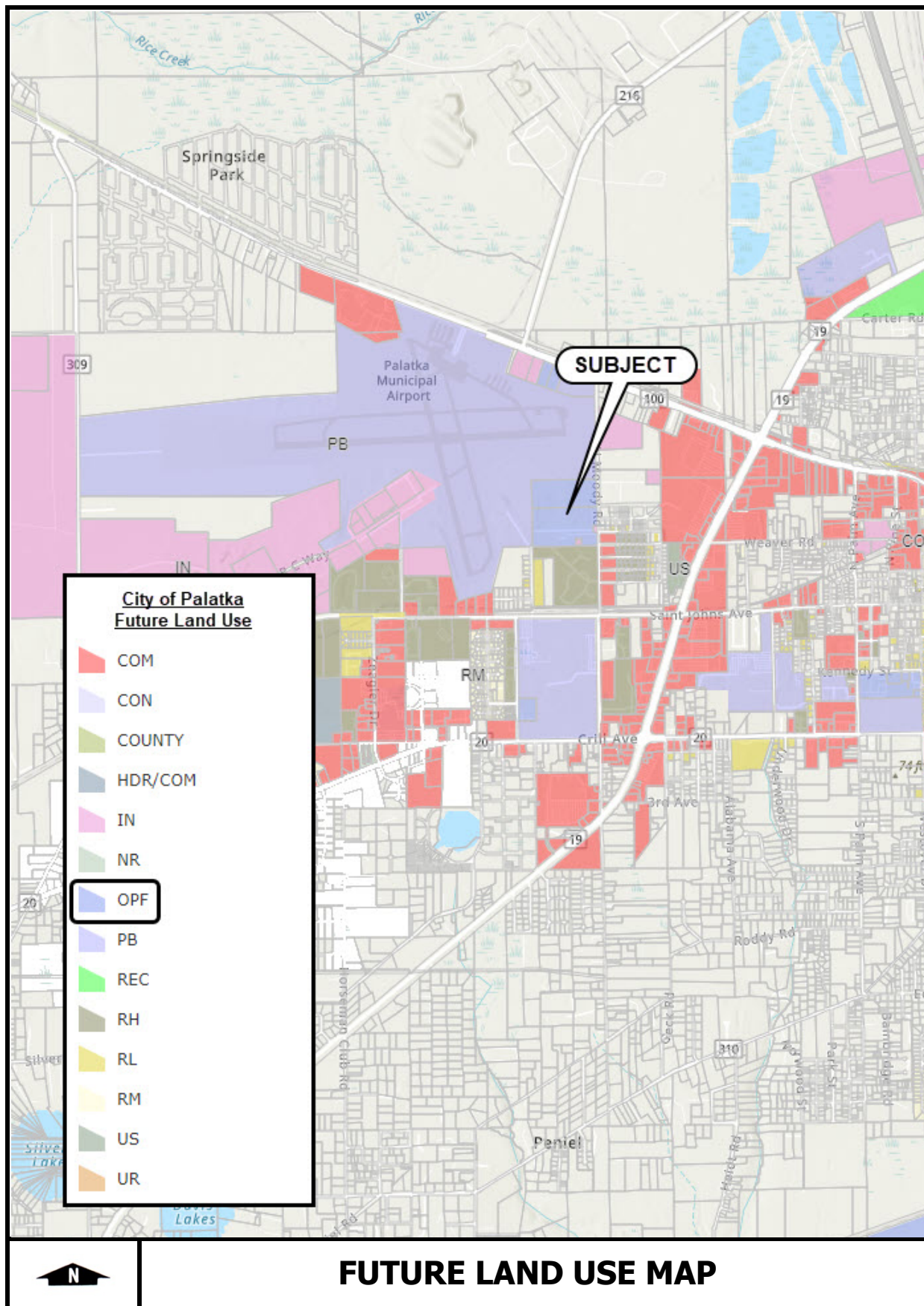














Southerly view of proposed permanent easement area. (Photo #1)



Northerly view of proposed permanent easement area. (Photo #2)



Southerly view of proposed temporary access easement. (Photo #3)



Southerly view of proposed temporary workspace easement area. (Photo #4)

ZONING/FUTURE LAND USE

The subject has a zoning and future land use designation (FLU) as follows.

Zoning: M-1, Light Industrial District
FLU: OPF, Other Public Facilities
Jurisdiction: Putnam County

The preceding land development regulations allow for a variety of uses consistent with the subject location. Specific performance criteria, setbacks, allowable uses, and other information relating to the zoning and land use, is contained within the addenda.

HIGHEST AND BEST USE (BEFORE)**Introduction**

The highest and best use definition is included in the addenda of this report. The physical characteristics of the land such as size, shape, location, and topography have been considered. In addition, this analysis has included the surrounding developments, existing zoning/land use, access to major transportation routes, availability of utilities, current trends, and demand for property of this type in the real estate market.

The land value is based on the premise of the highest and best use "as though vacant." There are four tests, which are taken into consideration in developing an opinion of highest and best use. These four tests include an examination of those uses that are physically possible, legally permissible, financially feasible, and maximally productive. Each criterion is considered cumulatively and provides the best analysis for the highest and best use of the property. The following is the highest and best use of the subject property "as though vacant."

Physically Possible

The size, shape, location and topography affect the uses to which a site may be physically developed. Given the description of the subject land previously presented, the physically possible uses include a variety of potential uses.

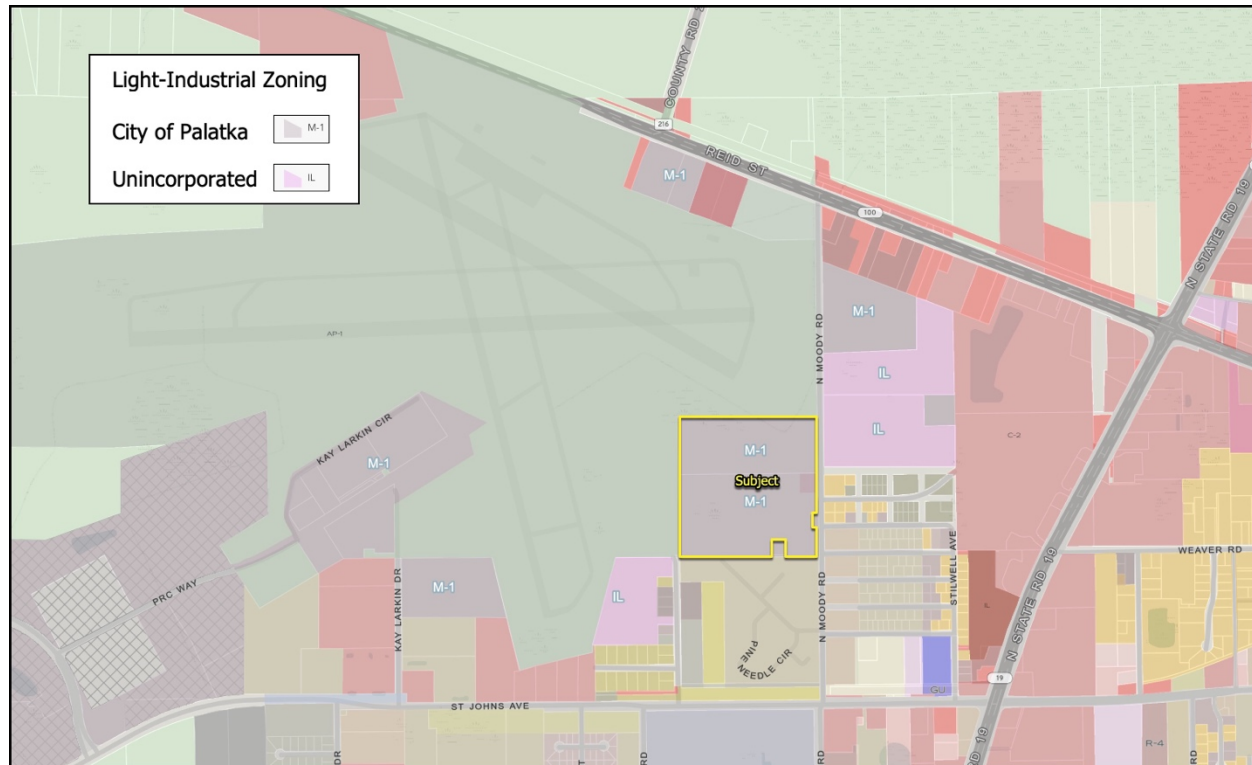
Legally Permissible

After considering those uses that are physically possible, the legally permissible uses are considered. Consideration is given to the present zoning and land use, and any potential change to the future zoning/land use, if such is determined to be reasonably probable. The legally permitted uses under the existing zoning and FLU designation allow for a variety of uses as detailed in the zoning and future land use information contained in the addenda.

Financially Feasible

The next analysis involves consideration of those uses determined to be physically possible and legally permissible to determine which are financially feasible. For a use to be financially feasible, it must generate enough income to provide incentive for development of the property. In estimating the most financially feasible use of the subject property, review of the surrounding property types and general trends in the market area were considered.

As noted earlier, the subject property is zoned for light industrial but has a land use designation of Other Public Facilities, which is consistent with the current uses of the site (water treatment facility and fire station). If the property were under private or non-governmental ownership, it is reasonably probable an alternative land use designation, such as Industrial, would be assigned to the site, in support of the existing light industrial zoning designation. The below exhibit illustrates the adjacent and nearby properties with light industrial zoning within the city limits of Palatka (M-1) and in unincorporated Putnam County (LI).



Considering the subject location, physical characteristics of the property, zoning/land use, and the character of the surrounding area, the most financially feasible use of the subject is for industrial or non-residential development consistent with the allowable uses per the existing Industrial zoning designation.

Highest and Best Use "As Though Vacant"

Based on the preceding discussion, the highest and best use of the subject property "as though vacant" is for industrial or non-residential development.

Highest and Best Use "As Improved"

Continued use of the existing improvements.

APPRAISAL METHODOLOGY

Cost Approach

The Cost Approach is an indication of value, which combines the value of the land under the highest and best use, plus the depreciated replacement or reproduction cost of the improvements. Depreciation is the loss in value due to wear and tear, design and plan, or market area influences. The Cost Approach is based upon the principle of substitution which holds that a purchaser would most likely not pay more for a property than the cost of obtaining an equally desirable substitute site, plus the cost of replacing equally desirable and useful improvements thereon, assuming no costly delay is involved in making the substitution.

Sales Comparison Approach

The Sales Comparison Approach, or Market Approach, is a method of estimating value whereby the subject property is compared with similar properties that have sold recently. The information on typically comparable properties is used and comparisons are made to demonstrate a probable price at which the subject property would be sold if offered on the market.

Preferably, all properties are in the same area or in similar market areas. The Sales Comparison Approach is a systematic procedure for reflecting comparative shopping. The similarities and dissimilarities of each comparable are considered and weighed in comparison to the subject.

Sales comparisons are generally concluded by relevant units of comparison (e.g., lot, acre, square foot, front foot, multipliers) to develop a comparative analysis for each unit. The most market-oriented unit of comparison is used to reconcile a single value indication.

Income Capitalization Approach

In the Income Capitalization Approach, the projected or current rental income for the property is shown with deductions for vacancy and collection losses and expenses. The estimated net operating income of the property is calculated. To support this net income estimate, operating statements of previous years and comparable properties may be reviewed along with available operating expense estimates. The applicable capitalization method and appropriate overall capitalization rates are developed and used in computations to lead to an indication of value.

Reconciliation

The final step in the appraisal process reviews the approaches considered applicable. The applicable approaches, each producing an independent indication of value, are then weighed and reconciled into a single estimate of value. As discussed earlier, the Sales Comparison Approach as it relates to the land was estimated to be the only relevant method of valuation for the subject.

PROPERTY VALUE (BEFORE)**Land**

In estimating the value of the subject land, consideration was given to arm's length market sales of comparable properties. Market data included herein is estimated to be representative of the subject property type and value. As noted earlier, the subject consists of two parcels containing 24.2 acres and 15.5 acres, for a total of 39.7 acres. These parcels have almost 1,200 feet of paved road frontage along Moody Road. The parent tract has potential for partitioning into smaller parcels, within the limitations imposed by land development regulations. The following comparable sales represent the most relevant transactions in the subject's market and include variable sized industrial properties. The land sales are presented and discussed below with detailed data sheets contained in the addenda.

Sale No.	Sale Date	Sale Price	Land Size AC (R)	Zoning/ FLU	Price/ AC (R)
Subject	--	--	39.7	M-1/OPF	--
1	2/24	\$275,000	3.80	IH/I	\$72,400
2	1/23	\$600,000	9.96	M-1/IN	\$60,300
3	1/23	\$100,000	2.06	M-1/COM	\$48,500
4	3/22	\$629,600	15.73	M-1/IN	\$40,000

The preceding land sales are the most recent and relevant data found in the subject's market. The sales are proximate to the subject, being generally located within a two-mile radius. Like the subject, the four land sales have similar industrial zoning. They are discussed in more detail in the following paragraphs.

Sales 1 and 2 are located north of the subject, on or near the Highway 17 corridor, a four-lane, north-south arterial in Putnam County. Sale 1 is located directly on this roadway, while Sale 2 is located on a minor road one street removed from the highway. Both properties are located adjacent to a rail line, and both are located in areas already improved with or planned for industrial development. Unlike the subject, Sale 1 has a heavy industrial zoning designation (IH), while Sale 2 shares a similar light industrial designation (M-1) and was purchased for development of industrial warehouses. The per-unit prices for Sales 1 and 2, \$72,400 and \$60,300 per acre, respectively, should be higher than the land value estimate for the subject.

Sales 3 and 4 are located approximately 1.25 miles to the east and west of the subject property. Like the subject, both are located along minor two-lane roadways, and both share the same light industrial zoning designation as the subject. Like the subject, Sale 3 is located within a mixed-use area containing industrial, single-family residential, and vacant land uses, while Sale 4 is located within the Putnam County Business Park, which contains industrial uses. These two sales range in size from 2 to over 15 acres and reflect per-unit prices from \$40,000 to almost \$50,000 per acre. The subject land value estimate should be near this sale price range.

While not used in direct comparison, an almost 17-acre listing is located near the subject, along the east side of Moody Road. Like the subject, the listing has a light industrial zoning designation,

but an Urban Service land use, which allows a variety of residential and non-residential uses. Verification revealed deed restrictions that prohibit competitive uses to the adjacent Lowe's retail store, including lumber yards, air conditioning installers, paint-related businesses, glass installers, and other such uses. The deed-restricted property has a current asking price of almost \$36,000 per acre, which is lower than the per-unit prices for the previously discussed land sales.

Various sized industrial tracts are also available for sale within the Putnam County Business Park, to the west of the subject property. Verification indicates that up to 140 acres can be purchased within this planned development, with prices ranging from \$40,000 per acre for tracts larger than 10 acres to \$47,000 per acre for tracts 10 acres or smaller. The business park has frontage along St. Johns Avenue and County Road 309-C, with all necessary utilities available for development. There are currently no tracts under contract as of the date of the appraisal.

Maps showing the locations of the subject, sales, and listings, along with detailed write-ups, are provided in the addenda to the report.

Ranking Analysis

The following table provides a ranking analysis of the sales sorted according to price per acre. The position of the subject reflects the relative ranking of the subject based on qualitative analysis presented above.

Sale No.	Sale Date	Land Size AC	Price/AC (R)
1	2/24	3.80	\$72,400
2	1/23	9.96	\$60,300
Subject	--	39.7	--
3	1/23	2.06	\$48,500
4	7/24	15.73	\$40,000

Analysis of the preceding sales, with consideration for location, physical characteristics, date of value, and other factors, results in my opinion for the fee simple value of the land, as follows.

$$39.7 \text{ AC} \times \$50,000/\text{AC} = \$1,985,000$$

Improvements

The subjects improvements are located outside of the proposed easement area and are not estimated to be impacted by the proposed easement acquisition. Thus, a value estimate for the subjects improvements is unnecessary.

Summary of Before Value

The estimated value of the subject land plus the contributory value of any affected improvements is summarized as follows:

Land Value	\$ 1,985,000
Contributory Value of Affected Improvements	\$ -0-
Indicated Value of Land and Affected Improvements	\$ 1,985,000

VALUATION OF TAKING

Project Description

The Florida Gas Transmission Company (FGT) proposes constructing a new 12-inch natural gas pipeline lateral segment in Putnam County. This project starts on the west side of Moody Road, near Crill Avenue (State Road 20), and extends northward for approximately 2.75 miles, terminating at a valve site opposite the Georgia Pacific Palatka Operations Facility on the south side of County Road 216. The new pipeline will mostly parallel an existing 6-inch Georgia Pacific lateral owned by FGT. The project will require new permanent easements, typically 30 feet in width, as well as temporary construction and access easements of varying widths. These easements are necessary for the placement of a subsurface natural gas pipeline.

As noted earlier, the installation of the pipeline through the permanent easements will be accomplished using two techniques, including an open-cut method and horizontal directional drilling (HDD). With that being said, the permanent easement rights to be acquired by FGT are based on the easement terms associated with the open-cut term sheet. FGT's permanent easement rights will restrict excavation, water impoundment, deep-rooted trees, and permanent or habitable building improvements. However, the property owner retains the right to use the easement area for driveways, paving, and crossings perpendicular to the pipeline, subject to FGT's approval. A copy of the proposed easement terms is located within the appraisal file, while a sketch of the easement areas is included in the report addenda.

Value of Permanent Easement - Land

Florida Gas Transmission Company proposes to acquire from the subject property permanent easement rights across a portion of the site totaling 0.824 acre. The easement, which is 30 feet-wide, is located along the eastern property boundary, parallel and adjacent to the Moody Road right of way. The City of Palatka requires a 25-foot-wide yard setback from Moody Road, where no building improvements can be constructed, as specified in the land development code. The new FGT permanent easement will be located mostly within this building setback requirement, but the setback area will be ignored for purposes of this analysis.

For the case of the subject, installation of the gas pipeline within the permanent easement area is accomplished using both horizontal directional drill (HDD) and open-cut techniques. The HDD portion has an off-site entry point, and the pipe will be installed far below surface grade, minimizing disturbances to the surface. The pipe will resurface on the subject property north of the fire station. From there, an open-cut technique is used to install the pipe through the northern property boundary.

The remaining rights of the underlying fee owner are limited with regard to use and utility. In some respects, the remaining rights held by the underlying fee owner are analogous to the rights that remain with a property encumbered with a conservation easement. Conservation easements are voluntarily sold throughout the state of Florida when a landowner desires to receive payment by agreeing to limit future development potential and use of the area encumbered with the easement. Dependent on the terms of the conservation easement or land use protection agreement, the easement sales generally range between 50% to 75% of fee simple value. Said differently, remainder interest sales encumbered with conservation easements generally range between 25% to 50% of fee value.

Additionally, we have researched literature relating to professional appraisal publications specific to easement valuation. Within the appraisal literature, utility easement data is extracted from market participants by way of survey. The reported percentage of fee value of easements, within the literature reviewed, generally ranges from about 50% to 90%.

Based on the rights to be acquired, the easement rights are estimated to be equivalent to 80% of the fee simple value. Given the rights to be acquired, the estimated value of the permanent easement is as follows:

Taking Size	: 0.824 Acre
Fee Value	: \$50,000/AC
Easement Rights	: 80% of fee value
Estimate of Value	: $0.824 \text{ Acre} \times \$50,000/\text{AC} \times 80\% = \$33,000 \text{ (R)}$

Value of Temporary Easement - Land

As noted earlier, multiple temporary easements are necessary for construction of the pipeline on the subject property. They include two temporary workspace easements totaling 1.593 acres and a temporary access easement containing 0.212 acre. Altogether, the three temporary easements total 1.805 acres. These temporary easements are located on the north side of the property, north of the existing fire station. The purpose of the temporary easement is to provide for workspace and access during construction, for a term of no more than two (2) years or 24 months. The temporary easements are estimated to have no impact on the remaining property and essentially amounts to a lease of the land area by Florida Gas Transmission Company.

The total size of the temporary land area is shown in the following calculations and will be needed for the standard term. An annual rental rate of the land has been estimated at 10% of fee value per year. The annual rent associated with the temporary easement land is calculated as follows:

Easement Type	: Temporary
Term	: 2 years
Easement Size	: 1.805 AC
Fee Value	: \$50,000/AC
Easement Rights	: 10%/Year
Annual Rent	: $1.805 \text{ AC} \times \$50,000/\text{AC} \times 10\% = \$9,025$
Estimate of Value	: $\$9,025/\text{Year} \times 2 \text{ Years} = \$18,100 \text{ (R)}$

Contributory Value of Affected Improvements

N/A

Summary of Part Taken

	Permanent Easement	Temporary Easements	Total (R)
Land Taken	\$33,000	\$18,100	\$51,100
Improvements Taken	\$0	\$0	\$0
Total	\$33,000	\$18,100	\$51,100

HIGHEST AND BEST USE (AFTER)

The remaining land size is unchanged from the Before condition and the property continues to be utilized similar to the Before condition, with the exception of the permanent easement area. The easement areas will be restored by FGT to the original contour and condition, as near as reasonably practicable. Additionally, any improvements impacted by the take will be restored in as good or better condition than existed prior to the acquisition. The highest and best use of the remainder will remain the same with no change in utility or use of the unencumbered area.

REMAINDER VALUE

As part of this appraisal assignment, an examination of the market was made to ascertain whether the presence of easements and related structures on a given property, has an adverse impact on the value. Research and analysis were conducted regarding properties that have sold with and without easements. The results of this research indicate the mere presence of an easement, on or adjacent to a given property, does not in and of itself result in severance damages. This is not to say there cannot be adverse impacts to an encumbered property if the easement impacts the utility or use.

Analysis of properties encumbered with easements, both before and after the acquisition, results in the conclusion of no severance damages in this instance. However, it is estimated the market would make an adjustment for the value of the proposed easement interests to be acquired. Therefore, the estimated market value of the remaining property is as follows:

Before Value	\$ 1,985,000
Less: Value of Part Taken	\$ 51,100
Remainder Value	\$ 1,933,900

EASEMENT VALUE

The easement value is calculated as follows:

Before Value	\$ 1,985,000
Less: Remainder Value	\$ 1,933,900
Easement Value	\$ 51,100

CERTIFICATION**USPAP REQUIRED**

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. I have made a personal inspection of the proposed easement area that is the subject of this report. Any improvements to the property, which are not affected by the taking and project, were not inspected.
9. The undersigned has received significant appraisal assistance from Robert Kissel, MAI, State-Certified General Real Estate Appraiser RZ2479, and Joanna M. Shepherd, State-Certified General Real Estate Appraiser RZ3095. The assistance included analysis and research of data, investigation of factual information regarding the subject and similar tasks.
10. I have performed no other services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

APPRAISAL INSTITUTE REQUIRED

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.



Chad Durrance, MAI | Cert Gen RZ987

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated. The legal description is assumed to be correct for the purposes of this report.
2. The property has been appraised as free and clear, unencumbered by mortgages, liens, delinquent taxes, assessments, special or unusual deed conditions or restrictions (unless otherwise stated), but subject to zoning and land use regulations.
3. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
4. It is assumed there are no hidden or unapparent conditions of the property, subsoil, or structures. The appraiser(s) assumes no liability for any hidden or unapparent conditions of the property. No responsibility is assumed for such conditions, or for arranging for engineering studies that may be required to discover them.
5. No evidence of environmental contamination was noted during the property inspection and no environmental audit was provided in preparation of this report. No liability or consideration, therefore, of the results of such a test is assumed. The property is assumed "clean."
6. The term "wetland" or "wetlands" if used within this report is intended to be construed in a general sense. The appraiser(s) has no specialized training in wetland delineations. The water management district that governs the geographic area within which the subject is located can be contacted to provide a formal delineation if desired.
7. It is assumed parcel sketches and construction plans provided depict fully and accurately what will be constructed, unless otherwise noted.
8. Possession of this report, or a copy thereof, does not carry with it the right of publication.
9. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
10. Although the subject may be encumbered by an existing lease(s), the fee simple value is reported herein.
11. This report is subject to any additional information and/or data, which may become available. The appraiser reserves the right to make adjustments and to update the value estimate as contained in this report.

Note: As stated, the preceding assumptions/conditions are general in nature. Portions of the above may not be applicable to the specific property interest that is the subject of this appraisal.

DEFINITIONS

DEFINITIONS

Appraisal is (*noun*) the act or process of developing an opinion of value; an opinion of value. (*adjective*) of or pertaining to appraising and related functions such as appraisal practice or appraisal services. Comment: An appraisal is numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value).¹

Appurtenance is something added or appended to a property that then becomes an inherent part of the property; usually passes with the property when title is transferred.²

Assignment is a valuation service that is provided by an appraiser as a consequence of an agreement with a client.³

Client is the party or parties (i.e., individual, group, or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent.⁴

Extraordinary Assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.⁵ (*Note: USPAP does not require use of the specific term "extraordinary assumption," only that the extraordinary assumption(s) be disclosed clearly and conspicuously.*)

Fee Simple Estate is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.⁶

Fixture is an article that was once personal property but has since been installed or attached to the land or building in a rather permanent manner so that it is regarded in law as part of the real estate.⁷

Highest and Best Use is the reasonably probable use of property that results in the highest value. To be reasonably probable, a use must meet certain conditions: The use must be physically possible (or it is reasonably probable to render it so). The use must be legally permissible (or it is reasonably probable to render it so). The use must be financially feasible.⁸

Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in the analysis.⁹ (*Note: USPAP does not require use of the specific term "hypothetical condition," only that the hypothetical condition(s) be disclosed clearly and conspicuously.*)

Intended Use is the use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.¹⁰

¹ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 3.

² The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 10.

³ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 3.

⁴ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 4.

⁵ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 4.

⁶ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 73.

⁷ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 75.

⁸ The Appraisal of Real Estate, 14th Edition, Published by the Appraisal Institute, Page 332.

⁹ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 4.

¹⁰ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 5.

Intended User is the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.¹¹

Leased Fee Interest is the ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.¹²

Market Value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property.¹³

Replacement Cost is the estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout.¹⁴

Report is any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment.¹⁵

Reproduction Cost is the estimated cost to construct, at current prices as of the effective date of the appraisal, a duplicate or replica of the building being appraised, using the same or similar materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building.¹⁶

Retrospective Value Opinion is a value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."¹⁷

(Note: If the first page of this document has a "date of valuation" that precedes the "date of report," then it should be readily apparent, and abundantly clear to the intended user, and any unintended users, the "date of valuation" is retrospective.)

Reversionary Right is the owner's right to obtain return of the property rights granted to a tenant upon termination of a lease. The term can also apply to termination of a temporary easement, abandonment of a right of way, extinguishing of a life estate or estate for years, violation of a condition in a deed, or the end of the life of, or abandonment of, improvements.¹⁸

Special-Purpose Property is an improved property with a unique physical design, special construction materials, or a layout that particularly adapts its utility to the use for which it was built and may be costly to modify to another use; also called a special-design property.¹⁹

¹¹ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 5.

¹² The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 105.

¹³ Uniform Appraisal Standards for Federal Land Acquisitions 6th Edition, Published by the Appraisal Institute, Page 10.

¹⁴ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 163.

¹⁵ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 6.

¹⁶ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 163.

¹⁷ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 166.

¹⁸ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 167.

¹⁹ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 178.

SURVEY/SKETCH

PUTNAM COUNTY, FLORIDA
SECTION 3, TWP. 10 S, RNG. 26 E

DESCRIPTION

PERMANENT EASEMENT

A 30 FOOT WIDE STRIP OF LAND, LYING IN AND BEING A PART OF SECTION 3 TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, BEING A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 138, PAGE 551, PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE N 00°44'14" W, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, 1327.90 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY, SAME BEING THE POINT OF BEGINNING; THENCE S 89°33'45" W, ALONG THE SOUTH LINE OF SAID PROPERTY, 30.00 FEET; THENCE N 00°44'14" W 1327.01 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 3; THENCE N 89°19'43" E, ALONG SAID NORTH LINE, 30.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 3; THENCE S 00°44'14" E, ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 3, 1327.13 FEET TO THE POINT OF BEGINNING. LESS THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1453, PAGE 922 AND OFFICIAL RECORDS BOOK 1215, PAGE 1375, PUBLIC RECORDS OF SAID COUNTY AND LESS THE NORTH 30 FEET OF CADILLAC STREET AS RECORDED IN RIDGEDALE SUBDIVISION PLAT BOOK 3, PAGE 165 AND VACATED IN OFFICIAL RECORDS BOOK 396, PAGE 1671, PUBLIC RECORDS OF SAID COUNTY.

CONTAINING 0.824 ACRE (35,912 SQUARE FEET), MORE OR LESS.

TEMPORARY WORKSPACE NUMBER 1

BEING AN ADDITIONAL PARCEL OF LAND, ADJOINING THE WESTERLY SIDELINE OF THE PREVIOUSLY DESCRIBED PERMANENT EASEMENT AS DEPICTED HEREON.

CONTAINING 1.140 ACRES (49,679 SQUARE FEET), MORE OR LESS.

TEMPORARY WORKSPACE NUMBER 2

BEING AN ADDITIONAL PARCEL OF LAND, AS DEPICTED HEREON.

CONTAINING 0.453 ACRE (19,718 SQUARE FEET), MORE OR LESS.

TEMPORARY ACCESS EASEMENT

BEING AN ADDITIONAL PARCEL OF LAND, ADJOINING THE WESTERLY SIDELINE OF THE PREVIOUSLY DESCRIBED PERMANENT EASEMENT AS DEPICTED HEREON.

CONTAINING 0.212 ACRE (9,222 SQUARE FEET), MORE OR LESS.

LINEAR AND AREA CALCULATIONS

TOTAL DISTANCE OF PROPOSED PIPELINE ACROSS PROPERTY: 1197.07 LINEAR FEET = 72.55 RODS
TOTAL PERMANENT EASEMENT: 0.824± ACRE
TOTAL TEMPORARY WORKSPACE: 1.593± ACRE
TOTAL TEMPORARY ACCESS EASEMENT: 0.212± ACRE

THE FOLLOWING EASEMENT(S) MAY IMPACT THE SUBJECT PROPERTY. THIS EASEMENT INFORMATION WAS FURNISHED BY REPRESENTATIVES OF THE CLIENT AND IS NOT WARRANTED BY THE SURVEYOR

- OVERHEAD AND UNDERGROUND 20' ELECTRIC FACILITIES EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION AS PER 1359/444
- RESERVATION OF 200' ROAD RIGHT OF WAY EASEMENT IN FAVOR OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (IITF) AS PER 138/551



WWW.ATWELL-GROUP.COM

8725 PENDERY PLACE, SUITE 101
DADE COUNTY, FLORIDA 33420
BRADLEY L. WATKINS
941.379.8400

CERTIFICATE OF AUTHORIZATION NUMBER LB7832

REV.	0	ISSUE FOR ACQUISITION	ATW	07/29/24	CRE	APPR.	DATE	BY	DWG. STATUS	PRELIM	DWC.	BY	DATE	CHECKED	BY	DATE	APPROVED	BY	DATE	P.L./S.T. ACCT. NO.	CONSTRUCTION YR	BY	DATE	SURVEY	BCN	05/23/24	DRAWN	RWM	06/13/24	ASBUILT	FILE NO.:	SCALE: N/A	FLORIDA GAS TRANSMISSION CO. MAITLAND, FLORIDA	 An Energy Transmission Partner of Florida Atlantic	GEORGIA PACIFIC 12" LOOP PROJECT SKETCH OF EASEMENT DESCRIPTION ON THE PROPERTY OF CITY OF PALATKA PUTNAM COUNTY, FLORIDA	PROJECT NO. C-23209-GI-94300001
																																				PREVIOUS DWG. NO.
																												SHT. 3 OF 3								

ZONING/LAND USE

Sec. 94-151. - M-1 light industrial district.

- (a) *Intent.* The M-1 district is intended for light manufacturing, processing, storage and warehousing, wholesaling and distribution. Residential uses are prohibited as not in character with the activities conducted in this district. Service and commercial activities relating to the character of the district and in support of activities conducted in the district are permitted. Certain commercial uses relating to automotive and heavy equipment sales and repair are permitted, but this district is not to be deemed commercial in character. Regulations are intended to prevent or reduce friction between uses in this district and also to protect nearby residential and commercial districts.
- (b) *Permitted principal uses and structures.* Permitted principal uses and structures in the M-1 district are as follows:
- (1) Wholesaling, warehousing, storage or distribution establishments and similar uses.
 - (2) Light manufacturing, processing (including food processing, but not slaughterhouse), packaging or fabricating in completely enclosed buildings.
 - (3) Printing, lithographing, publishing or similar establishments.
 - (4) Bulk storage yards, not including bulk storage of flammable liquids, subject to the provisions of the city or state fire codes.
 - (5) Outdoor storage yards and lots; provided that such outdoor storage yard shall not be located closer than 25 feet to any public street and that such yard shall be completely enclosed, except for necessary ingress and egress, by an opaque fence or wall not less than six feet high; and provided further that this provision shall not permit wrecking yards (including automobile wrecking yards), junkyards, or yards used in whole or in part for scrap or salvage operations or for processing, storage, display or sales of any scrap, salvage or secondhand building materials, junk automotive vehicles, or secondhand automotive vehicle parts.
 - (6) Retail and repair establishments for sale and repair of new and used automobiles, motorcycles, trucks and tractors, mobile homes, boats, automotive vehicle parts and accessories (but not junkyards or automotive vehicle wrecking yards), heavy machinery and equipment, and farm equipment, and retail establishments for sale of farm supplies, lumber and building supplies, or monuments, and similar uses.
 - (7) Service establishments catering to commerce and industry, including linen supply, freight movers, building trades contractors, communication services, business machine services, canteen services, restaurants (including drive-in restaurants), hiring and union halls, employment agencies, sign companies and similar uses.
 - (8) Vocational, technical, trade or industrial schools and similar uses.
 - (9) Medical clinics in connection only with industrial activities.
 - (10)

Miscellaneous uses such as express offices, telephone exchanges, commercial parking lots and parking garages, motorbus, truck, railroad or other transportation terminals, and related uses.

- (11) Radio and television stations and transmitters.
- (12) Railroad rights-of-way and sidings.
- (c) *Permitted accessory uses and structures.* Permitted accessory uses and structures in the M-1 district are as follows: Uses, including retail sales, and structures which are customarily accessory and clearly incidental and subordinate to permitted principal uses and structures; provided, however, that no residential facilities shall be permitted in the district except for watchmen or caretakers whose work requires residence on the premises or for owners or employees who will be quartered on the premises.
- (d) *Prohibited uses and structures.* The following uses and structures are prohibited in the M-1 district: Any use or structure not specifically, provisionally or by reasonable implication permitted in this section, including the following, which are listed for emphasis:
 - (1) Dwelling units (including motels and hotels), except as provided under accessory uses.
 - (2) Yards or lots for scrap or salvage operations or for processing, storage, display or sale of any scrap, salvage or secondhand building materials and automotive vehicle parts, including wrecking yards and junkyards.
 - (3) Chemical and fertilizer manufacture.
 - (4) Explosives manufacturing or storage.
 - (5) Paper and pulp manufacture.
 - (6) Petroleum refining.
 - (7) Stockyards or feeding pens.
 - (8) Slaughter of animals.
 - (9) Tanneries, or the curing or storage of raw hides.
 - (10) Roadside vending.
- (e) *Conditional uses.* (Conditional uses are permissible after public notice and hearing and subject to the provisions of section 94-3.) Conditional uses in the M-1 district are as follows:
 - (1) Automotive service stations and truck stops, provided that all structures, including underground storage tanks, are placed not less than 30 feet from any property line. Points of access and egress shall be located not less than 20 feet from the intersection of street lines.
 - (2) Bulk storage of flammable liquids subject to the provisions of city or state fire codes.
 - (3) Radio and television transmitting towers.
 - (4) Temporary storage yards for materials to be recycled; provided such storage yard shall not be located closer than 25 feet to any public street and that such yard shall be completely enclosed, except for necessary ingress and egress, by an opaque fence or wall not less than

six feet high.

- (5) Any industrial use not specifically permitted or prohibited which is otherwise lawful.
- (6) Child care facilities.
- (7) Planned industrial developments (PID).
- (8) Outdoor pistol or rifle ranges.

(f) *Development standards.* Development standards for the M-1 district are as follows, see also appendix C.

- (1) Maximum density: Not applicable.
- (2) Minimum lot area: None.
- (3) Minimum lot width: 100 feet.
- (4) Maximum impervious surface coverage: 90 percent, with an additional one percent less impervious surface for each foot of structure height exceeding 35 feet.
- (5) Maximum structure height: 48 feet.
- (6) Minimum yards:
 - a. Front: 25 feet.
 - b. Side: 15 feet plus two feet for each three feet of structure height over 35 feet.
 - c. Rear: 20 feet plus two feet for each three feet of structure height over 35 feet.
- (7) All construction shall be on continuous perimeter poured concrete footers. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.
- (8) Minimum living area for dwelling units: 500 square feet.

(g) *Permitted signs.* Wall signs, awning signs, bracket signs, banner signs, pole signs, temporary signs, directional signs, ground signs, marquee signs, and projecting signs.

(Code 1981, app. C, § 26-6(11) ; Ord. No. 10-08, § 1, 4-22-2010; Ord. No. 11-24, § 2, 8-25-2011; Ord. No. 12-30, § 1, 6-28-2012; Ord. No. 13-03, § 1, 1-10-2013; Ord. No. 2022-06, § XII, 8-25-2022)

Existing Land Uses

A. Description of Existing Land Uses

Table A-1 summarizes the amounts of existing land uses in Palatka. Following this is a brief description of each use. Figure A-1 depicts the locations of existing land uses.

Table A-1
City of Palatka Existing Land Use: 2007

Land Use Category	Acreage	Percent of Total*
Residential	1730	35.3
Low Density (up to 5 units per acre)	1022	21
Medium Density (5 to 10 units per acre)	231	4.72
High Density (10 to 18 units per acre)	477	9.74
Commercial	1210	24.7
Industrial	258	5.28
Agriculture	18	0.38
Conservation	58	1.9
Public Building and Grounds	11	8.8
Other Public Facilities	1041	17.1
Recreation	158	3.2
Historic Resources	40	0.9
Total	4901	100
Percentages may not add up to 100 percent due to rounding		
Vacant or Undeveloped Land		467

* For intensity / density of use, see description of land uses presented below.

1. Residential

Residential land use includes all land associated with structures utilized for permanent residential occupancy. Dwelling unit types included in this category are single family units, mobile homes, and multi-family structures. A net total of 1,730 acres or 35 percent of the City's land area is developed in residential land use.

Residential land uses are defined in three categories by density as follows:

a. Low density

Low density housing is defined as the residential land use category that includes housing at a density of up to five units per acre. There are 1,022 acres of the City developed with housing in this density category.

b. Medium density

Medium density housing includes those parcels of land utilized at a housing unit density of 5 to 10 units per acre. A total of 231 acres are in the medium density residential category, which is 4.7 percent of the City's land.

c. High density

Residential high density housing includes those land areas upon which there are 10 to 18 housing units per acre. Housing in this category usually consists of apartment/condominium units or mobile home parks. A total of 477 acres of high density housing or 9.74 percent of the total land area is located within Palatka.

2. Commercial and Services

The commercial and service uses in the City of Palatka consist primarily of retail trade, offices, motels, restaurants, service stations and repair facilities. Most of the commercial uses are small, service-oriented and scattered along the arterial roadways.

Commercial land may be developed at an intensity of use, as measured by impervious surface, at 70 percent of the parcel. The maximum height shall not exceed 60 feet.

3. Industrial

The intensity of development permitted on industrial designated land, as measured by impervious surface, shall not exceed 80 percent of the parcel. The maximum height of development (excluding chimneys, etc.) shall not exceed 45 feet.

4. Agricultural

There are only 18 acres of agricultural use in Palatka. This land is planted with pine. It is well drained and suitable for development.

The intensity of development permitted in agricultural designated land use shall not exceed 1 DU/5 AC.

5. Recreational

Recreational land use includes regional, community, and neighborhood parks. The major park within the City limits is the Ravine Gardens State Park. This State park and the City parks combined account for 158 acres or 3.2 percent of the existing land.

Except for the 82 acres of Ravine Gardens State Park that is designated as a "Preservation Area" on which no development shall occur, impervious surface land coverage of recreational land use shall not exceed 50 percent for active recreational development and 10 percent for passive recreational development.

6. Conservation

Conservation lands are parcels that are environmentally or ecologically sensitive or significant. The 82 acres of Ravine Gardens State Park, which are committed to botanical gardens and natural environment, are designated as conservation/preservation land use in this plan.

There are six or seven very small isolated wetland sites of less than 2 acres each located within the City limits. These wetlands are situated within larger parcels of property that are developable. These parcels may be developed so long as the proposed development is on the upland portion of the site and construction is buffered from the wetland at a distance and in the manner specified by Comprehensive Plan Policies A.1.4.5 and A.1.4.10.

7. Public Buildings and Grounds

This use consists of educational, religious, military, health, and governmental uses. This land use occupies 11 acres or 0.22 percent of the City's land area scattered throughout the City.

The intensity of development permitted for this category of land use, as measured by impervious surface, shall not exceed 65 percent. The maximum height shall not exceed 40 feet.

8. Other Public Facilities

This land use includes water/sanitary sewer plants and systems, drainage structures, and roads. Roads and railroads are the major uses in this category. This category also includes the new municipal treatment plant and sewer system located on Lundy Road. There are 1,041 acres of land classified as Other Public Facilities.

The intensity of use for this category of land use is dependent upon the type of facility to be constructed. Roads may cover an area with an impervious surface of up to 100 percent, while a water/sanitary sewer plant cover no more than 45 percent of land surface and a parking/maintenance facility cover no more than 25 percent.

9. Vacant or Undeveloped

Vacant or undeveloped land is the category of land use that includes all lands and properties that are available for development, both cleared and wooded, that are not developed at the present time. Included is a total of 467 acres within the City. This use consists of undeveloped land within the urban area and also inactive land with street patterns but without structures. Most of this land is located on the eastern and western fringes of the City where the newer suburbs are appearing, but much vacant land still exists.

There are approximately 320 acres of wetlands/floodplains situated along the St. Johns River north and south of U.S. Route 17. This land is in private ownership and has the potential for development. Where such development occurs, it shall be limited to low density residential (5 DU per 1 Acre) and, where possible, the permitted development shall be clustered on an upland portion of the site.

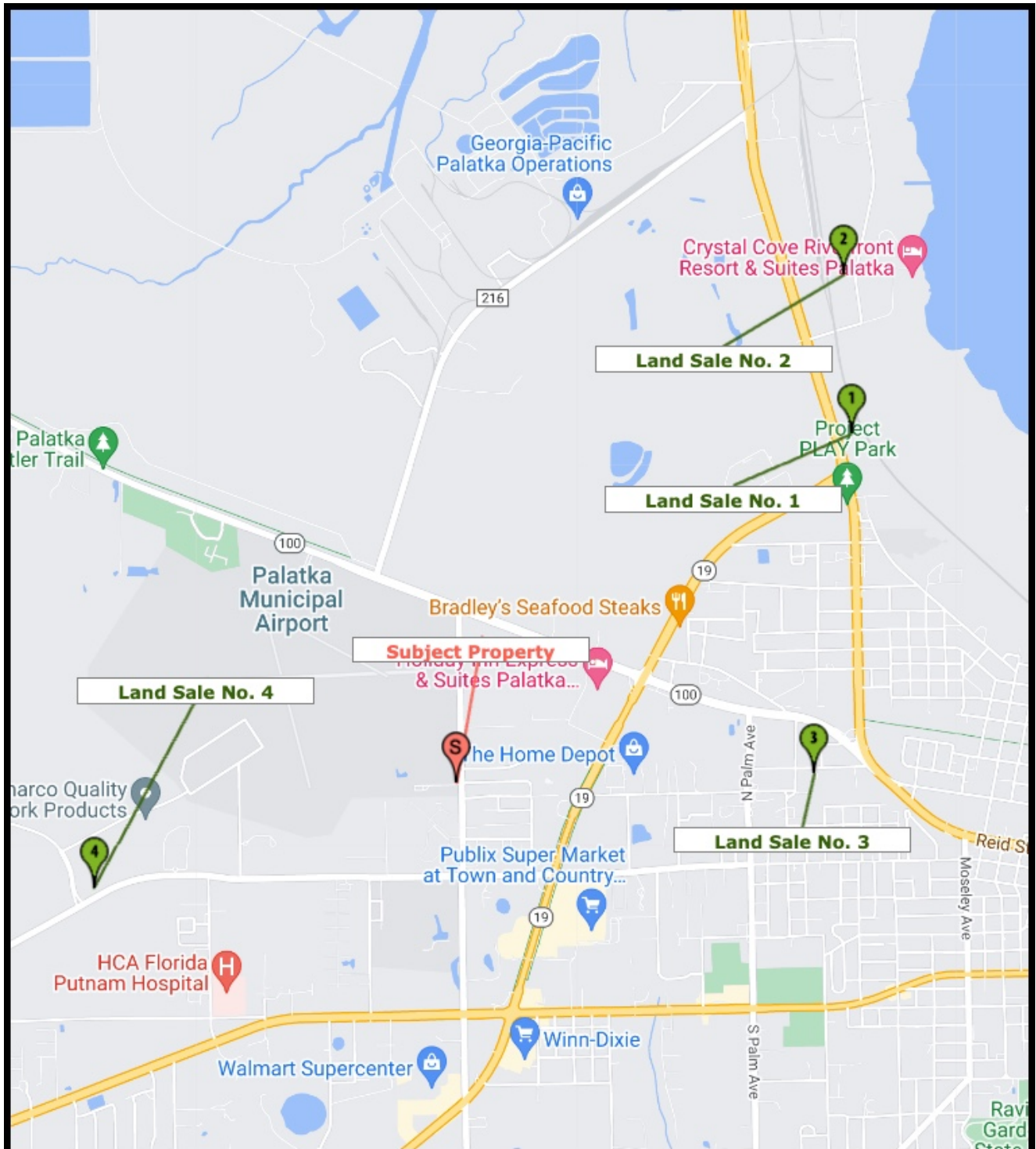
10. Historical

There are three historic structures and two historic districts within the City of Palatka that are included on the National Register of Historic Places. The location of these sites are shown on Figure A-2.

The Florida Master Site File dated April 1990 includes the following sites:

SALES

SALES LOCATION MAP



Land Sale 1



Location

Property ID	6081	County	Putnam
Location	East side of N Highway 17, about 400 feet north of State Road 19		

Land

Tax Parcel Number	37-09-26-0000-0060-0140		
Land Acres	3.80000	Future Land Use	Industrial
Land Sq Ft	165,528	Access	N Hwy 17 (paved) and rail access
Jurisdiction	Putnam County	Utilities	Utilities necessary for development are available.
Zoning	IH, Heavy Industrial		

Sale Transaction

Seller	Ronald G. Tumlin and Suzanne M. Tumlin, et al.	Sale Price	\$275,000
Buyer	CBT Enterprises OP LLC	Recording No.	1746/520
Sale Date	02-20-2024		
Financing	Cash to seller		
Condition of Sale	Arm's Length Transaction		

UnAdjusted Price Indices

Price/Ac	\$72,368
----------	----------

Remarks

Property Remarks	The sale property consists of vacant wooded land, encumbered by a 40-foot drainage easement on the south side of the property. The east property boundary has access to the railway. The property was listed for sale for \$365,000. Subsequent to purchase, the buyer applied for necessary approvals for development of a 16,850 square foot building known as Thorne Industrial Warehouse. In addition, a 230kV overhead transmission line runs along the north side of the land. The transmission easement encumbers a small corner of the property and was reported to have had no impact on the purchase price.
------------------	---

Land Sale 2



Location

Property ID	6082	County	Putnam
Location	West side of Comfort Road, east of N Highway 17 and north of State Road 19		

Land

Tax Parcel Number	37-09-26-0000-0060-0051		
Land Acres	9.95760	Future Land Use	Industrial
Land Sq Ft	433,753	Access	Comfort Rd (paved) and railway
Jurisdiction	City of Palatka	Utilities	Utilities necessary for development are available.
Zoning	M-1, Light Industrial		

Sale Transaction

Seller	Chloe Durant and David E. Stier, Trustees	Sale Price	\$600,000
Buyer	1031 Servicing Corp.	Recording No.	1698/1042
Sale Date	01-23-2023		
Financing	Cash to seller		
Condition of Sale	Arm's Length Transaction		

UnAdjusted Price Indices

Price/Ac	\$60,255
----------	----------

Remarks

Property Remarks	The sale property consists of vacant cleared land with about 1.48 acres of wetland areas. The land was purchased for construction of a commercial storage complex with seven storage buildings. The property was listed for sale for \$625,000 and was part of a 1031 exchange.
------------------	---

Land Sale 3



Location

Property ID	6075	County	Putnam
Location	South side of Peters Street, about 180 feet east of Pine Street		

Land

Tax Parcel Number	01-10-26-8650-0010-0100		
Land Acres	2.06001	Future Land Use	COM, Commercial
Land Sq Ft	89,734	Access	Peters St (paved)
Jurisdiction	City of Palatka	Utilities	Utilities necessary for development are available.
Zoning	M-1, Light Industrial		

Sale Transaction

Seller	Monica Sher	Sale Price	\$100,000
Buyer	Rusty Gold Corp.	Recording No.	1696/1686
Sale Date	01-18-2023		
Financing	Cash to seller		
Condition of Sale	Arm's Length Transaction		

UnAdjusted Price Indices

Price/Ac	\$48,543
----------	----------

Remarks

Property Remarks	The sale property consists of partially wooded land with chain link fencing. The land was listed for sale for \$125,000.
------------------	--

Land Sale 4



Location

Property ID	6089	County	Putnam
Location	Northeast corner of St. Johns Avenue and Wes Larson Blvd, and along the south side of PRC Way		

Land

Tax Parcel Number	04-10-26-0000-0021-0010, et al.		
Land Acres	15.73347	Future Land Use	Industrial
Land Sq Ft	685,350	Access	Wes Larson Blvd (paved) and PRC Way (paved)
Jurisdiction	City of Palatka	Utilities	Utilities necessary for development are available.
Zoning	M-1, Light Industrial		

Sale Transaction

Seller	Putnam County Port Authority	Sale Price	\$629,600
Buyer	Plants of Ruskin, LLC	Recording No.	1661/1315
Sale Date	03-22-2022		
Financing	Cash to seller		
Condition of Sale	Arm's Length Transaction		

UnAdjusted Price Indices

Price/Ac	\$40,017
----------	----------

Land Sale 4

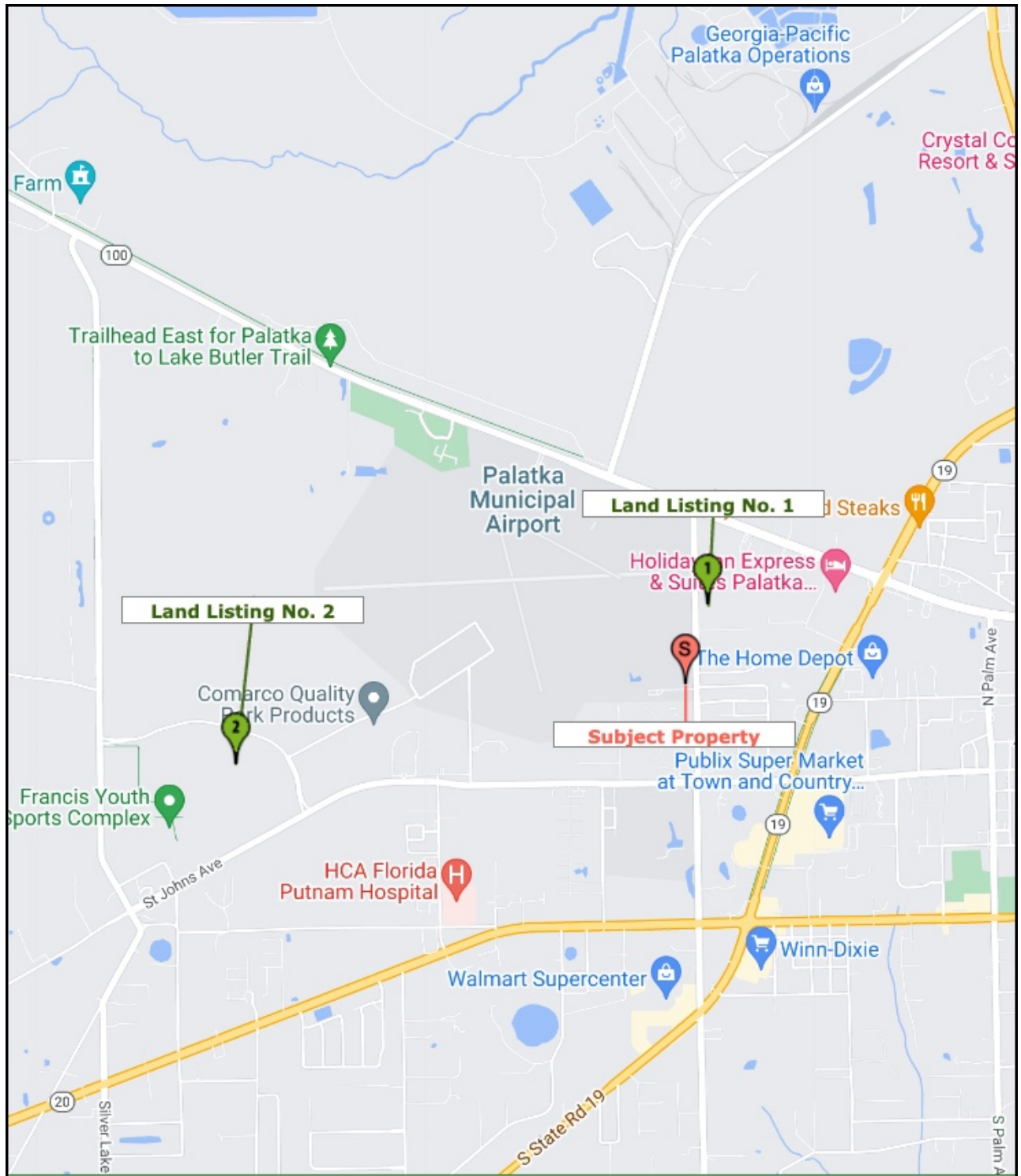
Remarks

Property Remarks

The sale property consists of vacant wooded land within the Putnam County Business and Aviation Park. The buyer is also the owner of the adjacent building to the north, a medical marijuana grow and processing facility. A 60-foot ingress-egress and utility easement traverses the property in an east-west direction and a 30-foot drainage easement is located along the easterly property boundary. Subsequent to the sale, the zoning on the property was amended from PID (Palatka Planned Industrial Development) to M-1 (Light Industrial) with plans to expand the existing building and construct a new building on the sale property.

LISTINGS

LISTINGS LOCATION MAP



Land Sale 1



Location

Property ID	6158	County	Putnam
Location	West side of North Moody Road, south of Reid Street, west of State Road 19		

Land

Tax Parcel Number	02-10-26-0000-0420-0000		
Land Acres	16.72000	Future Land Use	US, Urban Service (1-24 du/ac)
Land Sq Ft	728,323		
Jurisdiction	Putnam County	Access	N Moody Rd (paved)
Zoning	IL, Light Industrial	Utilities	Utilities necessary for development are available

Sale Transaction

Seller	Daryl L. Gilbert, et al.	Sale Price	\$599,900
Buyer	TBD	Recording No.	TBD
Sale Date	07-27-2023		

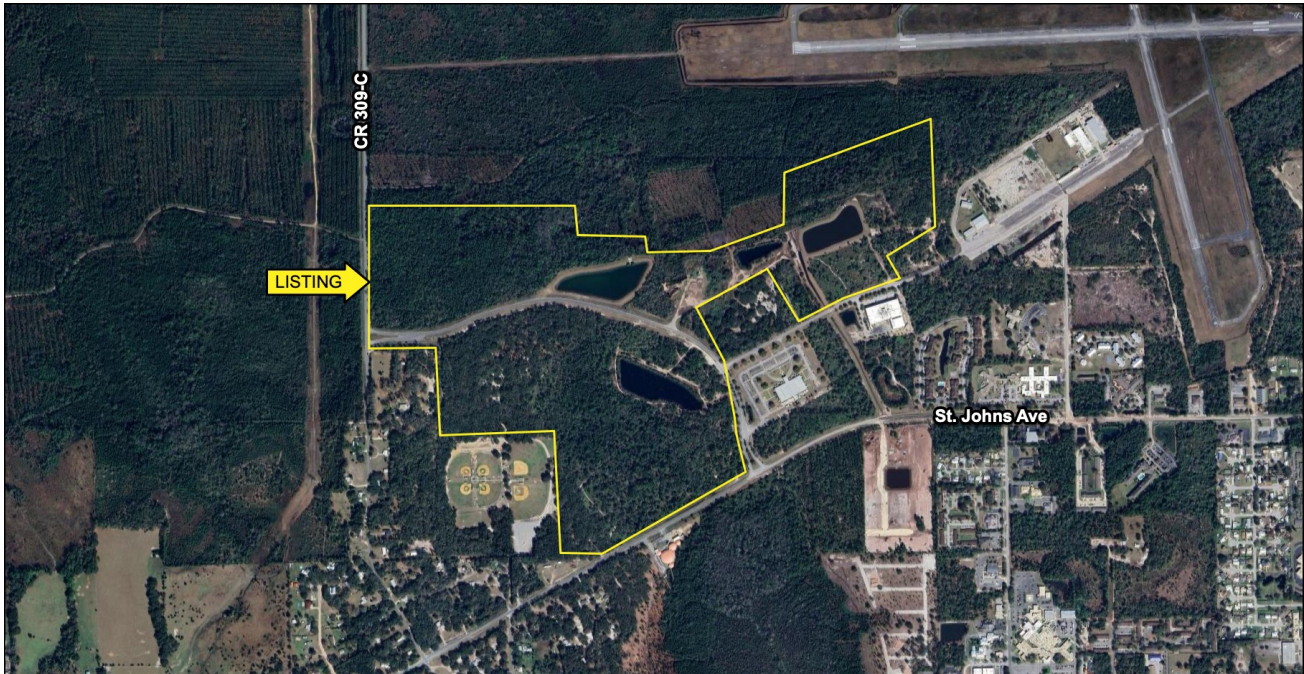
UnAdjusted Price Indices

Price/Ac	\$35,879
----------	----------

Remarks

Property Remarks	The sale property consists of vacant wooded land. It has been listed on the MLS at a price of \$599,900 off and on since October 2022, and was most recently renewed in July of 2023. The property is encumbered with a deed restriction prohibiting any uses that compete with the adjoining Lowe's Home Improvement store, including lumber yards, air-conditioning installers, paint-related businesses, and other such uses. Primary access is from Moody Road, with additional access available from U.S. Highway 19 and State Road 100 through the Lowe's property. Listing information courtesy of Coldwell Banker Ben Bates, Inc.
------------------	---

Land Sale 2



Location

Property ID	6219	County	Putnam
Location	North of St. Johns Avenue and east of County Road 309-C		

Land

Tax Parcel Number	04-10-26-0000-0021-0000 & 2 others		
Land Acres	160.00000	Future Land Use	PID (Planned Industrial Development)
Land Sq Ft	6,969,600	Access	St. Johns Ave and CR 309-C, paved, public roadways
Jurisdiction	Unincorporated	Utilities	All utilities necessary for development are available
Zoning	PID (Planned Industrial Development)		

Sale Transaction

Seller	Putnam County Port Authority	Buyer	N/A
--------	------------------------------	-------	-----

Remarks

Property Remarks	The Putnam County Business Park is located adjacent to and south of the Palatka Airport. According to Mark Litten, the Vice-President of Economic Development for the Putnam County Chamber of Commerce, the park contains approximately 140 acres of available developable land. Pricing has been set at \$47,000 per acre for 10 acres or less and \$40,000 per acre for more than 10 acres. Currently, there is no acreage under contract for sale.		
------------------	--	--	--

GENERAL AREA DATA

Putnam County

Florida's 40th most populous county
with 0.3% of Florida's population



Population

Census Population	Putnam County	Florida
1980 Census	50,549	9,746,961
1990 Census	65,070	12,938,071
2000 Census	70,423	15,982,824
2010 Census	74,364	18,801,332
2020 Census	73,321	21,538,187
% change 2010-2020	-1.4%	14.6%
Age		
% Under 18 years of age	20.6%	19.5%
% Aged 65 and over	24.1%	21.2%
% Median age	46.8	43.0
Gender		
% Male	49.5%	48.6%
% Female	50.5%	51.4%
Race (alone) & Ethnicity		
% Not Hispanic-White	68.9%	51.5%
% Not Hispanic-Black or African American	15.4%	14.5%
% Not Hispanic-American Indian and Alaska Native	0.4%	0.2%
% Not Hispanic-Asian	0.6%	2.9%
% Not Hispanic-Native Hawaiian and Other Pacific Islander	0.1%	0.1%
% Not Hispanic-Some Other Race	0.3%	0.6%
% Not Hispanic-Two or More Races	3.6%	3.7%
% Hispanic or Latino (of any race)	10.7%	26.5%

Real Gross Domestic Product

Real GDP (Thousands of Chained 2017 Dollars)	Putnam County	Florida
2017 GDP	2,125,357	1,014,866,863
Percent of the State	0.2%	
2018 GDP	2,183,267	1,050,433,812
Percent of the State	0.2%	
2019 GDP	2,176,041	1,079,271,045
Percent of the State	0.2%	
2020 GDP	2,256,793	1,068,377,540
Percent of the State	0.2%	
2021 GDP	2,136,212	1,164,778,182
Percent of the State	0.2%	
2022 GDP	2,166,268	1,218,430,197
Percent of the State	0.2%	

Population by Housing Type

	Putnam County	Florida
Household Population	72,056	21,073,604
Household Population per Occupied Housing Unit	2.44	2.47
Group Quarters Population	1,265	464,583

Population Estimates

	Putnam County	Florida
2021 Estimate	73,673	21,898,945
% change 2020-2021	0.5%	1.7%
2022 Estimate	74,249	22,276,132
% change 2020-2022	1.3%	3.4%
2023 Estimate	75,906	22,634,867
% change 2020-2023	3.5%	5.1%
Based on 2023 Estimate		
2025	76,443	23,292,200
2030	77,560	24,698,545
2035	78,140	25,814,954
2040	78,523	26,682,030
2045	78,965	27,409,376
2050	79,399	28,065,018

Housing

Housing Counts	Putnam County	Florida
Housing units, 2020 Census	36,014	9,865,350
Occupied	29,569	8,529,067
Vacant	6,445	1,336,283

Building Permits

Units Permitted	Putnam County	Florida
2000	180	155,269
2010	36	38,679
2020	128	164,074
2021	109	213,494
2022	1,912	211,962
2023	198	193,788

Population Characteristics

	Putnam County	Florida
Language Spoken at home (% of total persons aged 5 and over)		
Speak only English	91.5%	70.1%
Speak a language other than English	8.5%	29.9%
Speak English "very well"	4.4%	18.1%
Place of birth		
Foreign born	4.7%	21.1%
Veteran status		
Civilian population 18 and over	10.5%	7.9%

Density

Persons per square mile	Putnam County	Florida
2000	97.6	296.4
2010	102.2	350.6
2020	100.7	401.4
2023	104.2	421.9

Households and Family Households

	Putnam County	Florida
Households		
Total households, 2000 Census	27,839	6,338,075
Family households, 2000 Census	19,464	4,210,760
% with own children under 18	40.1%	42.3%
Total households, 2010 Census	29,409	7,420,802
Family households, 2010 Census	19,737	4,835,475
% with own children under 18	35.8%	40.0%
Average Household Size, 2010 Census	2.48	2.48
Average Family Size, 2010 Census	2.97	3.01
Total households, 2020 Census	29,569	8,529,067
Family households, 2020 Census	19,040	5,571,482
% with own children under 18	31.6%	36.0%

Migration

Residence 1 Year Ago	Putnam County	Florida
Persons aged 1 and over		
Same house	88.1%	85.6%
Different house in the U.S.	11.6%	13.5%
Same county in Florida	5.9%	7.4%
Different county in Florida	3.9%	3.1%
Different county in another state	1.8%	3.0%
Abroad	0.3%	0.9%

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption.
Census counts may be corrected for Census Count Question Resolution (CQR).

Employment and Labor Force

Establishments

2022

	Putnam County	Florida
All industries	1,543	851,793
Natural Resource & Mining	45	5,563
Construction	252	80,911
Manufacturing	49	24,106
Trade, Transportation and Utilities	312	150,714
Information	17	17,691
Financial Activities	117	92,973
Professional & Business Services	208	215,872
Education & Health Services	213	95,774
Leisure and Hospitality	141	64,512
Other Services	98	58,508
Government	61	5,903

Establishments

% of All Industries, 2022

	Putnam County	Florida
All industries	1,543	851,793
Natural Resource & Mining	2.9%	0.7%
Construction	16.3%	9.5%
Manufacturing	3.2%	2.8%
Trade, Transportation and Utilities	20.2%	17.7%
Information	1.1%	2.1%
Financial Activities	7.6%	10.9%
Professional & Business Services	13.5%	25.3%
Education & Health Services	13.8%	11.2%
Leisure and Hospitality	9.1%	7.6%
Other Services	6.4%	6.9%
Government	4.0%	0.7%

Average Annual Employment

% of All Industries, 2022

	Putnam County	Florida
All industries	16,422	9,359,143
Natural Resource & Mining	2.5%	0.8%
Construction	8.6%	6.4%
Manufacturing	10.2%	4.4%
Trade, Transportation and Utilities	20.7%	20.5%
Information	0.4%	1.7%
Financial Activities	2.5%	7.0%
Professional & Business Services	6.8%	16.9%
Education & Health Services	14.3%	14.8%
Leisure and Hospitality	10.4%	13.2%
Other Services	2.7%	3.0%
Government	20.8%	11.2%

Industries may not add to the total due to confidentiality and unclassified.

Average Annual Wage

2022

	Putnam County	Florida
All industries	\$47,641	\$63,770
Natural Resource & Mining	\$37,313	\$43,504
Construction	\$50,544	\$63,021
Manufacturing	\$68,106	\$74,590
Trade, Transportation and Utilities	\$42,041	\$56,618
Information	\$72,724	\$109,068
Financial Activities	\$49,974	\$97,914
Professional & Business Services	\$50,712	\$79,380
Education & Health Services	\$51,661	\$62,057
Leisure and Hospitality	\$21,682	\$33,766
Other Services	\$31,278	\$47,178
Government	\$53,762	\$64,666

Labor Force as Percent of Population

Aged 18 and Older

	Putnam County	Florida
2000	55.2%	63.7%
2010	52.5%	61.8%
2020	45.5%	58.5%
2021	47.7%	59.1%
2022	46.6%	59.8%
2023	48.0%	60.5%

Unemployment Rate

	Putnam County	Florida
2000	4.3%	3.7%
2010	13.0%	10.8%
2020	8.4%	8.1%
2021	6.1%	4.7%
2022	4.2%	3.0%
2023	4.0%	2.9%

Income and Financial Health

Personal Income (\$000s)

	Putnam County	Florida
2000	\$1,344,588	\$471,588,082
2010	\$2,003,352	\$730,690,145
% change 2000-2010	49.0%	54.9%
2020	\$2,742,226	\$1,221,121,559
% change 2010-2020	36.9%	67.1%
2021	\$2,937,775	\$1,376,879,460
% change 2020-2021	7.1%	12.8%
2022	\$2,947,402	\$1,441,598,918
% change 2021-2022	0.3%	4.7%

Per Capita Personal Income

	Putnam County	Florida
2000	\$19,090	\$29,387
2010	\$27,004	\$38,778
% change 2000-2010	41.5%	32.0%
2020	\$37,372	\$56,561
% change 2010-2020	38.4%	45.9%
2021	\$39,668	\$63,078
% change 2020-2021	6.1%	11.5%
2022	\$39,440	\$64,806
% change 2021-2022	-0.6%	2.7%

Earnings by Place of Work (\$000s)

	Putnam County	Florida
2000	\$680,739	\$308,751,767
2010	\$948,321	\$439,036,383
% change 2000-2010	39.3%	42.2%
2020	\$1,078,546	\$683,698,267
% change 2010-2020	13.7%	55.7%
2021	\$1,146,139	\$768,399,192
% change 2020-2021	6.3%	12.4%
2022	\$1,205,858	\$844,048,879
% change 2021-2022	5.2%	9.8%

Median Income

	Putnam County	Florida
Median Household Income	\$44,852	\$67,917
Median Family Income	\$57,256	\$81,514

Percent in Poverty, 2022

	Putnam County	Florida
All ages in poverty	22.5%	12.7%
Under age 18 in poverty	37.0%	17.3%
Related children age 5-17 in families in poverty	33.5%	16.1%

Workers Aged 16 and Over

	Putnam County	Florida
Place of Work in Florida		
Worked outside county of residence	37.1%	17.3%
Travel Time to Work		
Mean travel time to work (minutes)	31.7	27.9

Personal Bankruptcy Filing Rate

	Putnam County	Florida
(per 1,000 population)		
12-Month Period Ending September 30, 2022	0.55	1.14
12-Month Period Ending September 30, 2023	0.82	1.16
State Rank	36	NA

NonBusiness Chapter 7 & Chapter 13

Reported County Government Revenues and Expenditures

Revenue 2020-21	Putnam County	Florida*	Expenditures 2020-21	Putnam County	Florida*
Total - All Revenue Account Codes (\$000s)	\$254,034.4	\$81,512,347.2	Total - All Expenditure Account Codes (\$000s)	\$243,536.42	\$77,064,319.71
Per Capita \$	\$3,448.13	\$3,903.45	Per Capita \$	\$3,305.64	\$3,690.44
% of Total	100.0%	100.0%	% of Total	100.0%	100.0%
Taxes (\$000s)	\$58,181.1	\$28,700,395.9	General Government Services** (\$000s)	\$140,882.60	\$30,930,327.83
Per Capita \$	\$789.72	\$1,374.40	Per Capita \$	\$1,912.27	\$1,481.19
% of Total	22.9%	35.2%	% of Total	57.8%	40.1%
Permits, Fee, and Special Assessments (\$000s)	\$10,768.2	\$3,079,751.7	Public Safety (\$000s)	\$39,002.08	\$13,640,661.35
Per Capita \$	\$146.16	\$147.48	Per Capita \$	\$529.39	\$653.22
% of Total	4.2%	3.8%	% of Total	16.0%	17.7%
Intergovernmental Revenues (\$000s)	\$29,935.8	\$9,164,789.4	Physical Environment (\$000s)	\$13,317.94	\$5,265,524.83
Per Capita \$	\$406.33	\$438.88	Per Capita \$	\$180.77	\$252.15
% of Total	11.8%	11.2%	% of Total	5.5%	6.8%
Charges for Services (\$000s)	\$22,189.2	\$23,760,013.8	Transportation (\$000s)	\$14,122.28	\$5,650,946.87
Per Capita \$	\$301.19	\$1,137.82	Per Capita \$	\$191.69	\$270.61
% of Total	8.7%	29.1%	% of Total	5.8%	7.3%
Judgments, Fines, and Forfeits (\$000s)	\$498.3	\$338,738.4	Economic Environment (\$000s)	\$12,667.52	\$1,975,239.15
Per Capita \$	\$6.76	\$16.22	Per Capita \$	\$171.94	\$94.59
% of Total	0.2%	0.4%	% of Total	5.2%	2.6%
Miscellaneous Revenues (\$000s)	\$117,437.1	\$4,467,076.4	Human Services (\$000s)	\$3,164.97	\$4,694,300.07
Per Capita \$	\$1,594.03	\$213.92	Per Capita \$	\$42.96	\$224.80
% of Total	46.2%	5.5%	% of Total	1.3%	6.1%
Other Sources (\$000s)	\$15,024.7	\$12,001,581.6	Culture / Recreation (\$000s)	\$1,802.29	\$1,794,823.73
Per Capita \$	\$203.94	\$574.73	Per Capita \$	\$24.46	\$85.95
% of Total	5.9%	14.7%	% of Total	0.7%	2.3%
			Other Uses and Non-Operating (\$000s)	\$15,113.04	\$10,103,703.21
			Per Capita \$	\$205.14	\$483.84
			% of Total	6.2%	13.1%
			Court-Related Expenditures (\$000s)	\$3,463.70	\$3,008,792.67
			Per Capita \$	\$47.01	\$144.08
			% of Total	1.4%	3.9%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Quality of Life

Crime	Putnam County	Florida
Crime rate, 2020 (index crimes per 100,000 population)	2,031.9	2,158.0
Admissions to prison FY 2022-23	354	27,209
Admissions to prison per 100,000 population FY 2022-23	466.4	120.2

State Infrastructure

Transportation	Putnam County	Florida
State Highway		
Centerline Miles	140.7	12,123.4
Lane Miles	392.4	45,337.5
State Bridges		
Number	29	7,079

State Facilities

Buildings/Facilities (min. 300 Square Feet)		
Number	117	9,426
Square Footage	298,454	65,539,144

Conservation Land (land acres only)

State-Owned (includes partially-owned)	91,563	5,689,323
% of Total Conservation Land (CL)	76.0%	54.9%
% of Total Area Land	19.7%	16.6%
% of Florida State-Owned CL	1.6%	

Other County Profiles

Criminal Justice County Profiles
School District Profiles

Health Insurance Status

Percent Insured by Age Group	Putnam County	Florida
Under 65 years	81.9%	84.9%
Under 19 years	93.0%	92.7%
18 to 64 years	77.6%	82.2%

State and Local Taxation

2023	Putnam County	Not County-Wide*
County	8,844.1	0.9615
School	6,2300	
Municipal		1.0215
Special Districts		0.1810

*MSTU included in Not County-Wide "County" category

Education

Public Education Schools	Putnam County	Florida
Traditional Setting (2023-24)		
Total (state total includes special districts)	15	3,787
Elementary	9	1,877
Middle	1	565
Senior High	4	729
Combination	1	616

Educational attainment

Persons aged 25 and older	Putnam County	Florida
% HS graduate or higher	82.4%	89.3%
% bachelor's degree or higher	13.3%	32.3%

Prepared by:
Florida Legislature
Office of Economic and Demographic Research
111 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588
(850) 487-1402 <http://edr.state.fl.us>



May 2024

QUALIFICATIONS

QUALIFICATIONS OF CHAD G. DURRANCE, MAI

Business Address

Durrance & Associates
300 S. Hyde Park Avenue, Ste. 201
Tampa, Florida 33606
E-mail Address: chad@durranceappraisals.com

Direct: (813) 258-8464

Education

B.S. Degree, Major of Real Estate and Urban Land Studies, University of Florida, 1988

The following courses and seminars have been completed under the direction of the Appraisal Institute and others.

Courses (Partial Listing)

- Course 1A - Basic Principles Methods and Techniques
- Course 1A-2 - Appraisal Basic Valuation
- Course 1B-A - Capitalization Theory and Techniques, Part A
- Course 1B-B - Capitalization Theory and Techniques, Part B
- Course 2-1 - Case Studies in Real Estate Valuation
- Course 2-2 - Valuation Analysis and Report Writing
- Course SPP - Standards of Professional Practice
- Course 430 - Standards of Professional Practice, Part C
- Course I400 - National USPAP Update
- Course N/A - Florida State Law for Real Estate Appraisers
- Course 824 - Appraising the Appraisal: Appraisal Review-General

Seminars (Partial Listing)

- Feasibility Analysis
- Hotel/Motel Valuation
- Condemnation - Legal Rules and Appraisal Practices
- Easement Valuation
- Powerline Easements
- Appraisal of Retail Properties
- Analyzing Operating Expenses
- Tree Trunk Formulas
- Data Confirmation and Verification Methods
- Litigation Skills for the Appraiser
- Land Use Planning and Eminent Domain in Florida
- Valuation of Detrimental Conditions in Real Estate
- The Technology – Assisted Appraiser
- Appraisal Consulting
- Land Valuation Assignments
- Market Analysis & Site to Do Business
- Appraisal Problems Presented in a Mini Case Study Format
- Eminent Domain (CLE)

QUALIFICATIONS OF CHAD G. DURRANCE, MAI
(Continued)

Seminars (Continued)

- Condominiums, Co-Ops, and PUDs
- Spotlight on USPAP: Common Errors and Issues
- Uniform Appraisal Standards for Federal Land Acquisitions
- A Debate on the Allocation of Hotel Total Assets
- Appraisal Curriculum Overview – General

The Appraisal Institute conducts a program of continuing education for its designated members. MAIs and SRAs, who meet the minimum standards of this program, are awarded periodic educational certification. Chad G. Durrance, MAI is certified under this program.

Professional Organizations

- Member of the Appraisal Institute, MAI Designation, Certificate No. 9596
- State-Certified General Real Estate Appraiser (Florida), License No. RZ987.
- Appointment to Regional Ethics and Counseling Panel of the Appraisal Institute (1994-96).
- Member of Association of Eminent Domain Professionals (AEDP).

Experience

- President of Durrance & Associates (1994 to Present)
- Conducted appraisals on vacant lands, commercial and industrial properties, office buildings, apartments, tax credit housing projects, retail stores, income properties, restaurants, banks, residential condominium developments and subdivisions, shopping centers, citrus groves, churches, easements, utility systems, special use projects, and other property types.
- A total of 80% or more of our appraisal assignments are eminent domain related. This has resulted in the appraisal of many different type properties around the state, ranging from simple takings of small residential properties to highly complex partial takings of multi-million dollar properties with unique and challenging valuation issues. A partial listing of some of the more unique and complex assignments includes water reservoirs, flowage easements, gas pipeline easements, electric utility systems, access studies, impact of government regulations on specific property rights, parking loss, condemnation blight and impact on value, leasehold and apportionment analysis, and similar type assignments.
- Appraisals and/or testimony have been conducted for a variety of entities and individuals for the purpose of condemnation, tax planning, apportionment hearings, legal proceedings, investment analysis and Bert Harris Claims.
- Geographic scope of appraisal assignments includes Florida.

Real Estate Appraisal Report

of

Property Owner: City of Palatka
Project Name: FGT Georgia Pacific 12" Lateral Loop
Florida Gas Transmission Tract: FLBNQ-PUTN-028

Prepared For

Beth Porter
c/o Florida Gas Transmission Co., LLC
2301 Lucien Way, Suite 200
Maitland, FL 32751

DATE OF VALUATION:
(a/k/a, Effective Date of Appraisal)

July 1, 2024

DATE OF REPORT:

August 12, 2024

File No. 24-460



August 12, 2024

Beth Porter
c/o Florida Gas Transmission Co., LLC
2301 Lucien Way, Suite 200
Maitland, FL 32751

As you are aware, our assignment involves providing real estate appraisal services related to the Florida Gas Transmission (FGT) 12" Georgia Pacific Lateral Loop natural gas pipeline project. The subject of this particular appraisal is one of many properties involved in the overall assignment. Inspection of each property, including the subject, was to the extent necessary. Any improvements to the property, which are not affected by the taking and project, were not necessarily inspected.

The Palatka Airport encompasses more than 700 acres of land, bound on the east by Moody Road, on the north by State Road 100, and on the west by County Road 309-C. Florida Gas Transmission plans to acquire a permanent easement (0.044 acre) and temporary workspace easement (0.38 acre) along the Moody Road frontage. As will be explained in greater detail later in the report, if available to be put to its highest and best use, the subject land, as though vacant under non-governmental zoning and land use designations, would most likely be a mixed-use development consisting of residential and non-residential uses. The acreage adjoining Moody Road would likely have an industrial use, similar to adjacent and nearby properties along this same roadway. Since the FGT easements will only affect this portion of the larger parent tract, the subject was abbreviated to include only this area, which contains approximately 30 acres. The below exhibit shows the larger parent tract (yellow outline), the abbreviated subject (red shading), and the proposed easement area (blue shading).



The proposed project includes acquisitions of permanent easements, which allow for placement of the new pipeline, and temporary easements, which allow for workspace and access during construction. As noted earlier, a permanent easement and a temporary workspace easement are required for the subject property. Construction of the pipeline within the permanent easement will be accomplished through open-cut installation. The temporary easement is for a maximum term of two (2) years or 24 months and will expire upon project completion. That is not to say there will be construction during the entirety of the temporary easements, but rather it affords construction schedule flexibility.

I have appraised the subject relative to the proposed easement acquisitions by Florida Gas Transmission Co., LLC. The property rights to be acquired are necessary for construction of an underground natural gas pipeline and related facilities as part of Florida Gas Transmission's 12" Georgia Pacific Lateral Loop Project. A copy of the easement terms is contained in the file.

The purpose of the appraisal is to provide an opinion of market value of the property interests to be acquired, plus consideration for any damages relating to the remaining property. A descriptive summary of the findings, conclusions, and support for same, is included within the following pages of this report. Detailed supporting documentation and additional data are contained in the addenda to the appraisal report and within the appraisal file, which are incorporated herein by reference.

The easement terms indicate that, "Florida Gas will restore the surface of all disturbed areas within and outside of the boundaries of the herein conveyed easements to original contour and condition, as near as is reasonably practicable, to the extent the damage or disturbance of such areas results from the pipeline operations (except for the surface beneath any above-ground pipeline facilities installed in the permanent easement) and/or to the extent utilized by Florida Gas and the damage or disturbance resulted from use by Florida Gas, its agents, or contractors. To the extent that Florida Gas may engage in excavation, Florida Gas shall remove from the surface of the Permanent Easement all three-inch (3") or greater diameter rock excavated from the trench across tillable portions of these easement areas. Florida Gas shall plant grass seed on all land surfaces disturbed by the Pipeline Operations."

With that said, the estimated market value as reported herein consists of the following:

- Value of easement interests acquired in the land.
- Value of improvements acquired, when such improvements contribute value to the property and are not being relocated/replaced by FGT.
- Damages to the remainder, if any.

My opinion of the market value of the easement interests to be acquired is as follows:

	Permanent Easement	Temporary Easement	Total
Land Taken	\$1,800	\$3,800	\$5,600
Improvements Taken	\$0	\$0	\$0
Damages	\$0	\$0	\$0
Total	\$1,800	\$3,800	\$5,600

Hypothetical Condition

A city-required building setback area has been ignored for purposes of valuing the part acquired associated with the proposed Florida Gas Transmission easements. Should this change, the value estimate contained herein may be adjusted accordingly.



DURRANCE & ASSOCIATES
Chad Durrance, MAI | Cert Gen RZ987
(813) 258-8464 Direct Dial
email: Chad@DurranceAppraisals.com

SUMMARY OF INFORMATION

Assignment:	Appraisal services relating to the 12" Georgia Pacific Lateral Loop natural gas pipeline project.
Location:	The subject is located on the west side of Moody Road, between St. Johns Avenue and Reid Street (State Road 100), within the city limits of Palatka, in Putnam County. The larger parent tract has a site address of 4015 Reid Street, Palatka, Florida 32177.
Property Owner:	City of Palatka, a municipal corporation
Parcel ID:	Part of 03-10-26-0000-0010-0000
Date of Valuation:	July 1, 2024
Property Rights Appraised:	Prior to the proposed acquisition, the property rights to be appraised is the fee simple estate. After arriving at an opinion of value in the before condition, the easement rights proposed to be acquired will be valued subject to any existing easement rights to the benefit of Florida Gas Transmission.

PROPERTY DESCRIPTION

Parent Tract Size:	The subject property consists of 30± acres based on the subject's Moody Road frontage to a depth of about 800 feet.
Street/Road/Access:	The abbreviated subject has about 1,700 front feet along the west side of Moody Road, a two-lane paved roadway.
Easements/Encroachments/ Encumbrances:	Title work, including a summation of any easements or encumbrances noted, is contained within the file. Although the property may be subject to easements and encumbrances, there was nothing noted that would prohibit the overall reasonable use of the property.
Utilities:	The utilities necessary for development are available.
Improvements:	The subject property is improved with perimeter fencing and pavement associated with its existing use as an airport. FGT will, at its expense, provide temporary fencing within the workspace easement for a portion of the site to be impacted by the construction of the pipeline project. The property will be restored to its current condition or better upon completion of the project. No other site improvements are estimated to be impacted by the taking. As such, there is no detailed description of the improvements.

INTENDED USE AND USER OF APPRAISAL

This appraisal report has been prepared for the client, Florida Gas Transmission Company. The intended user of this report is the client and their representatives. The intended use of this report relates to the proposed acquisition of easement rights from the subject.

PURPOSE OF APPRAISAL

The purpose of the appraisal is to provide an opinion of the market value of the subject, as of the same date, both "Before" and "After" the proposed taking. The difference between these two value opinions is comprised of the market value of the part taken plus damages to the remainder, if any.

LEGAL DESCRIPTION

The legal description of the parent tract is contained in the file. The parent tract (subject) of this appraisal is identified by the sketches and descriptions contained within the body of this appraisal. The proposed easement acquisition is identified by the sketch and legal description(s) contained in the addenda.

OWNERSHIP AND SALES HISTORY

Review of public records and title information provided, indicates the parent tract has been under current ownership in excess of three years prior to the date of value. There are no known current listings or contracts for sale, as of the date of value.

EXPOSURE TIME

The reported value estimate is based on reasonable market exposure time. Based on market conditions and research in the market, the exposure time was estimated to be not more than 12 to 18 months to achieve the reported market value. This assumes a competitive and open market, and further assumes a reasonable asking price relative to the value reported.

SCOPE OF WORK

The scope of work performed in preparing this appraisal included the following.

- Identification of the parent tract and acquisition area
- Research of various factors in the market area as related to value
- Verification of market data
- Highest and best use analysis of the subject
- Analysis of potential impacts the proposed acquisition and project have on the remaining property interests

In arriving at an estimate of the Before value (ignoring the proposed taking), the Sales Comparison Approach was used to value the subject land. This approach considers comparable data including recent sales of similar properties in the area. The Cost and Income Approaches to

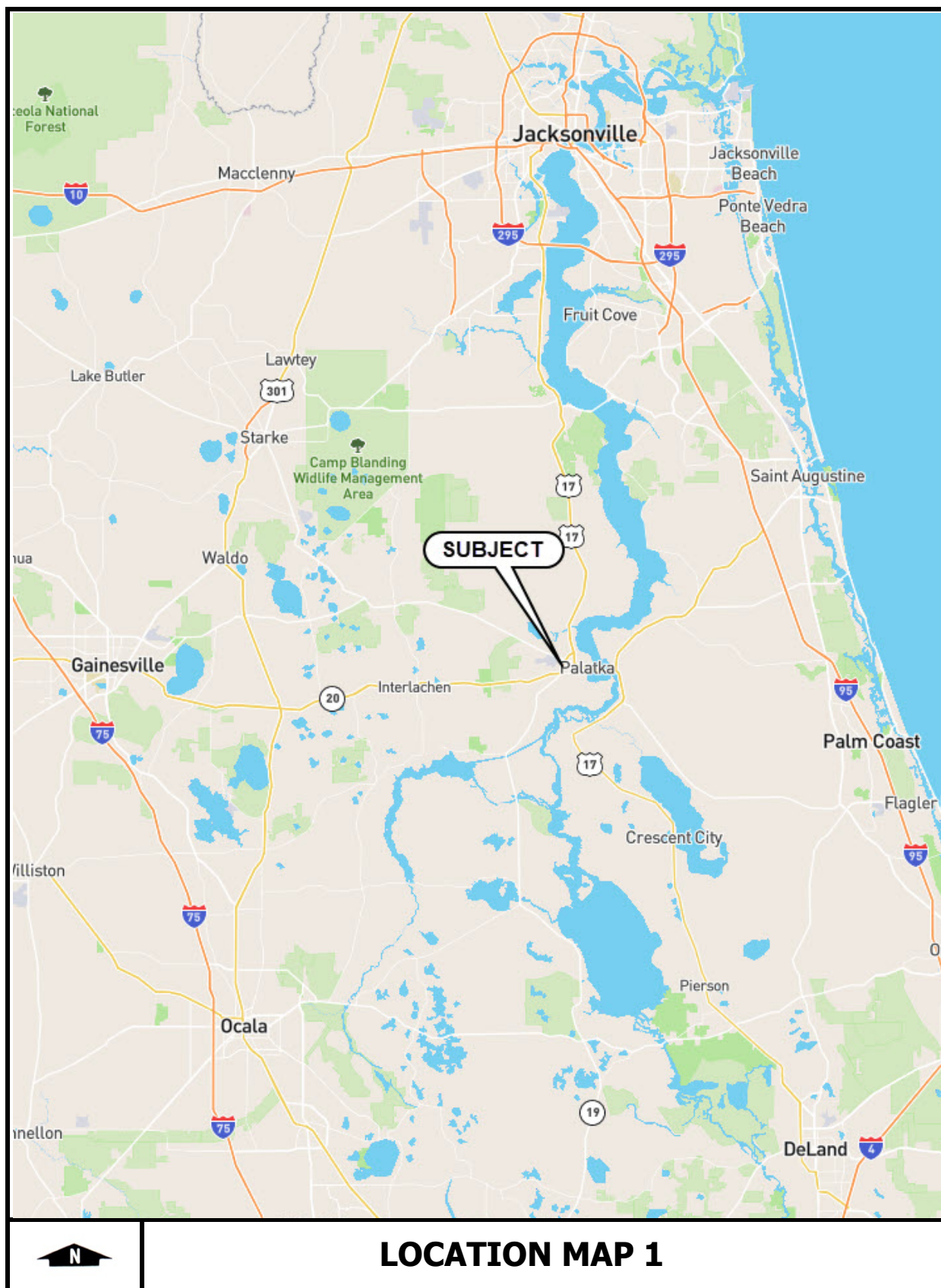
value are not relevant valuation methods in this particular instance given the subject improvements are not being valued. The Sales Comparison, or Market Approach, is the most meaningful and recognized method of valuation as it relates to land. This is the method that was utilized in valuing the subject land both before and after the taking.

After arriving at a value opinion for the subject land before the taking, the next step was to estimate the value of the remaining property interests. Given the proposed taking is of easement interests only, the size of the property will remain unchanged. The remainder will be encumbered by a variable-width permanent natural gas pipeline easement with a maximum width of 30 feet and a length of almost 105 feet. It will be located along the easterly property boundary, parallel and adjacent to Moody Road. The permanent easement will allow for the placement of an underground pipeline via open-cut installation.

After analysis of any value impacts to that portion of the property to be encumbered by the new easement, consideration was also given to any damage issues that relate to the remaining property. The subject land is suitable for industrial uses. Market sales and data have been researched and analyzed for similar type properties that are both encumbered and unencumbered with gas pipeline easements. This analysis was undertaken in order to measure any damage impacts created by the presence of a gas pipeline easement. The findings and conclusions of this analysis, as they relate to the subject, are summarized in "Remainder Valuation" section of this appraisal.

Since no damages were noted and no improvements are being acquired, it was not necessary to value the subject improvements. Valuation of the improvements would merely be an unnecessary exercise with the value opinion for the improvements being the same both before and after the taking. After an analysis of the easement terms specific to the subject, it is my opinion the impact to the remainder relates to the owner's loss of rights/use within the easement area. As such, the subject land has been valued in the before condition ignoring the project and proposed easement, and then valued again on the same date recognizing the existence of the new easement. The difference between these two values is my opinion of the market value of the easement interests to be acquired.

MAPS/EXHIBITS/PHOTOS





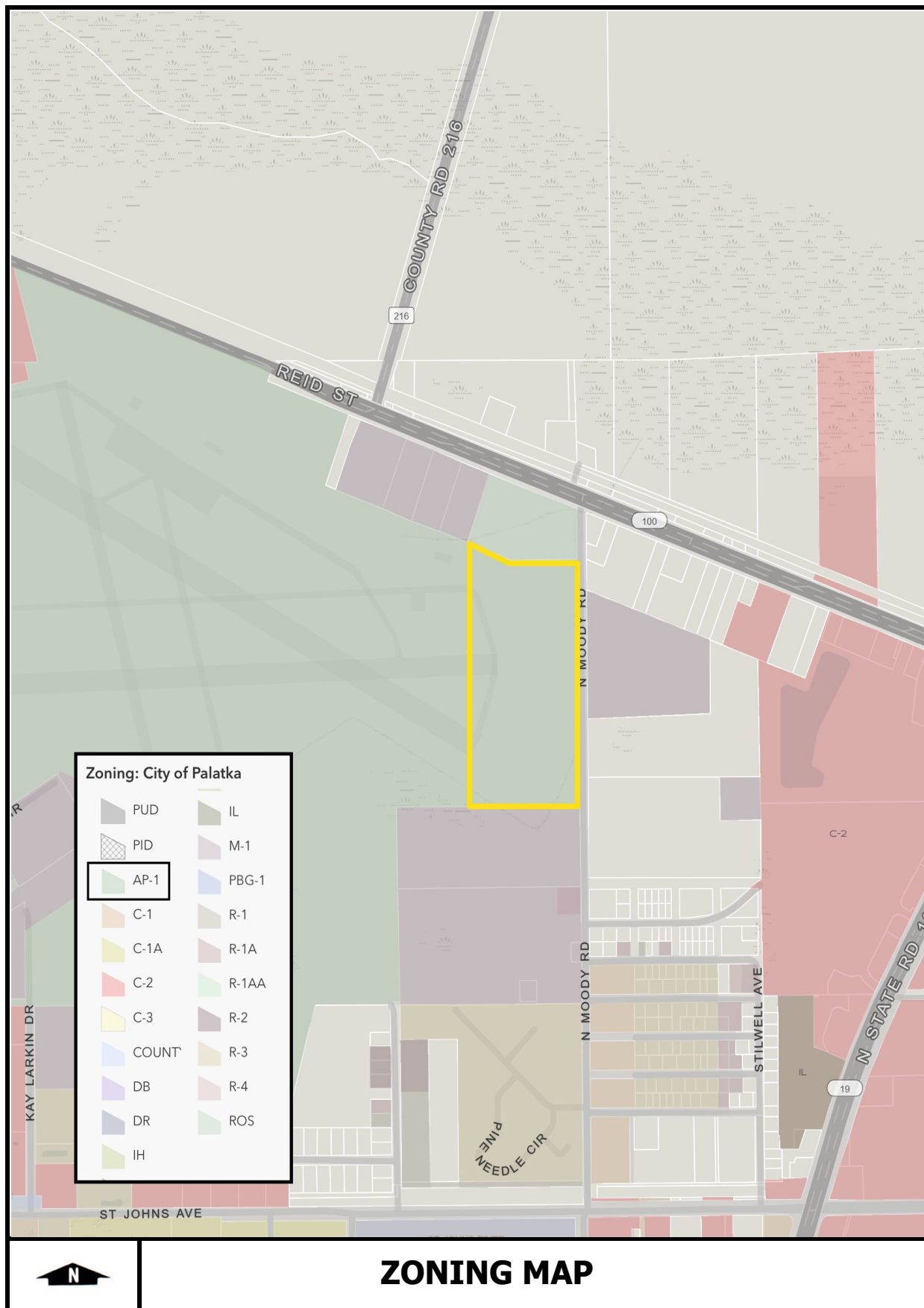


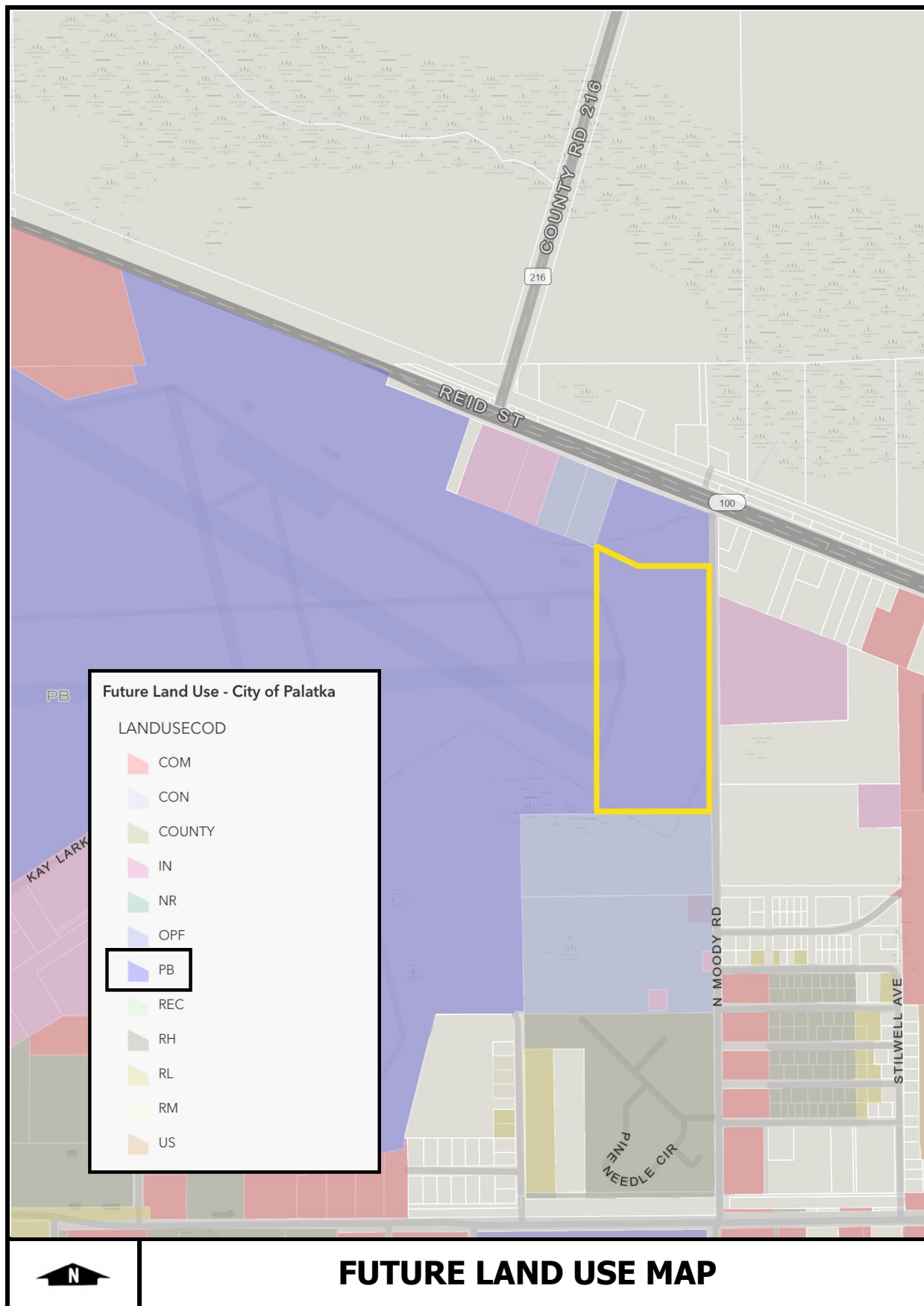






TOPOGRAPHIC MAP







Northeasterly view of proposed permanent easement area. (Photo #1)



Northeasterly view of proposed workspace easement area. (Photo #2)

ZONING/FUTURE LAND USE

The subject has a zoning and future land use designation (FLU) as follows.

Zoning: AP-1, Airport Zoning District
FLU: PB, Public Buildings and Grounds
Jurisdiction: City of Palatka

The preceding land development regulations allow for a variety of uses consistent with the subject location. Specific performance criteria, setbacks, allowable uses, and other information relating to the zoning and land use, is contained within the addenda.

HIGHEST AND BEST USE (BEFORE)

Introduction

The highest and best use definition is included in the addenda of this report. The physical characteristics of the land such as size, shape, location, and topography have been considered. In addition, this analysis has included the surrounding developments, existing zoning/land use, access to major transportation routes, availability of utilities, current trends, and demand for property of this type in the real estate market.

The land value is based on the premise of the highest and best use "as though vacant." There are four tests, which are taken into consideration in developing an opinion of highest and best use. These four tests include an examination of those uses that are physically possible, legally permissible, financially feasible, and maximally productive. Each criterion is considered cumulatively and provides the best analysis for the highest and best use of the property. The following is the highest and best use of the subject property "as though vacant."

Physically Possible

The size, shape, location and topography affect the uses to which a site may be physically developed. Given the description of the subject land previously presented, the physically possible uses include a variety of potential uses.

Legally Permissible

After considering those uses that are physically possible, the legally permissible uses are considered. Consideration is given to the present zoning and land use, and any potential change to the future zoning/land use, if such is determined to be reasonably probable. The legally permitted uses under the existing zoning and FLU designation allow for a variety of uses as detailed in the zoning and future land use information contained in the addenda.

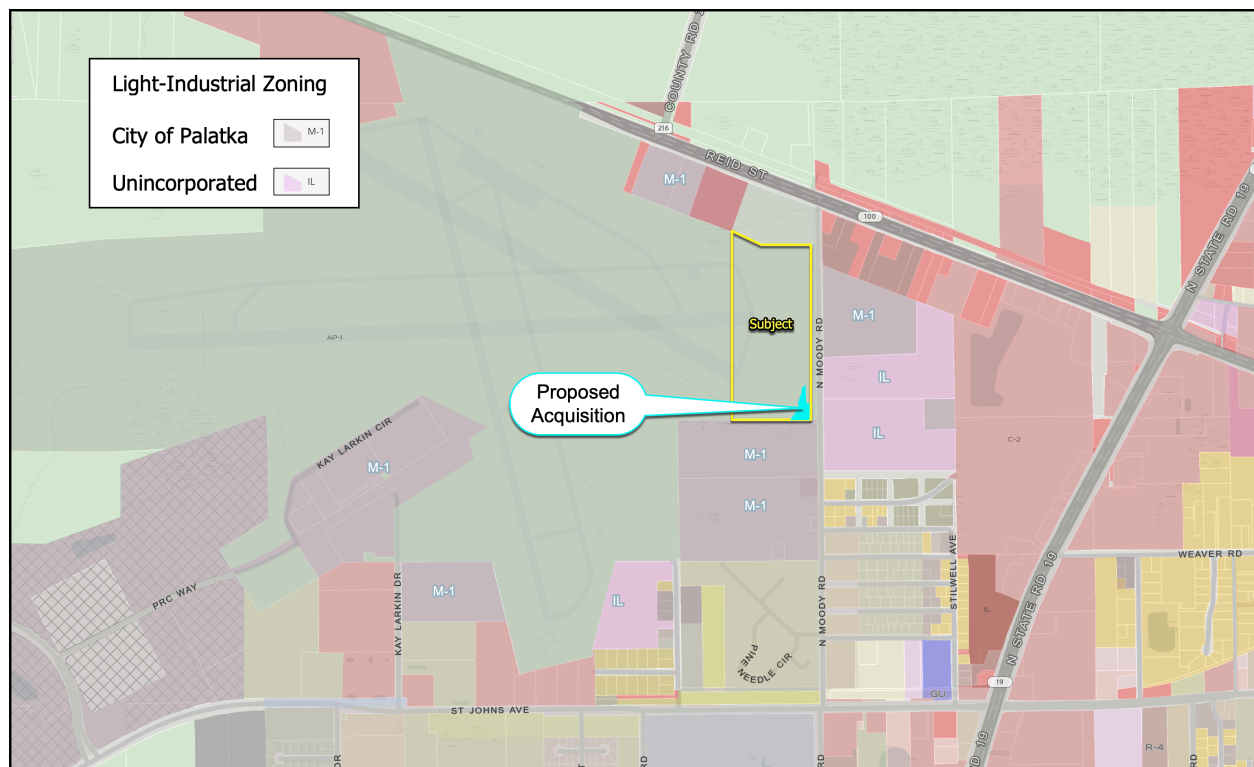
Financially Feasible

The next analysis involves consideration of those uses determined to be physically possible and legally permissible to determine which are financially feasible. For a use to be financially feasible, it must generate enough income to provide incentive for development of the property. In

estimating the most financially feasible use of the subject property, review of the surrounding property types and general trends in the market area were considered.

As noted earlier, the subject property has airport zoning (AP-1) and a government-related land use designation (Public Buildings and Grounds). If the land were vacant and available for its highest and best use as a non-governmental property, the larger parent tract would most likely be developed with a mixture of residential and non-residential uses, developed over time and in multiple phases. The non-residential uses would likely be situated along the perimeter roads, which are State Road 100 (Reid Street), Moody Road, and County Road 309-C. The proposed FGT acquisition is along Moody Road, adjacent to and across from properties zoned for light industrial use. The portion of the subject property along Moody Road is likely to be used for industrial purposes, similar to the nearby properties. A change in zoning and land use designations to allow for industrial development in this area would be reasonably probable.

A review of the light industrial properties along Moody Road shows typical property widths ranging from 400 to over 800 feet. Given this context, a subject depth of 800 feet along Moody Road would be considered reasonable for industrial development in this area. Thus, an abbreviated subject measuring 800 feet in width and approximately 1,700 feet in length (around 30 acres) is appropriate. The below exhibit illustrates the location of the abbreviated subject property (yellow outline), the proposed FGT acquisition (blue shading), and the surrounding light industrial properties (labeled M-1 and IL).



Considering the subject location, physical characteristics of the property, proposed zoning/land use, and the character of the surrounding area, the most financially feasible use of the subject is for development consistent with light industrial uses after a reasonably probable change in zoning and land use designations.

Highest and Best Use "As Though Vacant"

Based on the preceding discussion, the highest and best use of the subject property "as though vacant" is for light industrial uses after a reasonably probable change in zoning and land use designations.

Highest and Best Use "As Improved"

Continued use of the existing site improvements.

APPRAISAL METHODOLOGY**Cost Approach**

The Cost Approach is an indication of value, which combines the value of the land under the highest and best use, plus the depreciated replacement or reproduction cost of the improvements. Depreciation is the loss in value due to wear and tear, design and plan, or market area influences. The Cost Approach is based upon the principle of substitution which holds that a purchaser would most likely not pay more for a property than the cost of obtaining an equally desirable substitute site, plus the cost of replacing equally desirable and useful improvements thereon, assuming no costly delay is involved in making the substitution.

Sales Comparison Approach

The Sales Comparison Approach, or Market Approach, is a method of estimating value whereby the subject property is compared with similar properties that have sold recently. The information on typically comparable properties is used and comparisons are made to demonstrate a probable price at which the subject property would be sold if offered on the market.

Preferably, all properties are in the same area or in similar market areas. The Sales Comparison Approach is a systematic procedure for reflecting comparative shopping. The similarities and dissimilarities of each comparable are considered and weighed in comparison to the subject.

Sales comparisons are generally concluded by relevant units of comparison (e.g., lot, acre, square foot, front foot, multipliers) to develop a comparative analysis for each unit. The most market-oriented unit of comparison is used to reconcile a single value indication.

Income Capitalization Approach

In the Income Capitalization Approach, the projected or current rental income for the property is shown with deductions for vacancy and collection losses and expenses. The estimated net operating income of the property is calculated. To support this net income estimate, operating statements of previous years and comparable properties may be reviewed along with available operating expense estimates. The applicable capitalization method and appropriate overall capitalization rates are developed and used in computations to lead to an indication of value.

Reconciliation

The final step in the appraisal process reviews the approaches considered applicable. The applicable approaches, each producing an independent indication of value, are then weighed and

reconciled into a single estimate of value. As discussed earlier, the Sales Comparison Approach as it relates to the land was estimated to be the only relevant method of valuation for the subject.

PROPERTY VALUE (BEFORE)

Land

In estimating the value of the subject land, consideration was given to arm's length market sales of comparable properties. Market data included herein is estimated to be representative of the subject property type and value. As noted earlier, the subject consists of 30± acres, with 1,700 feet of paved road frontage along Moody Road. The subject would likely be developed as multiple smaller industrial parcels as part of a larger mixed-use project. The following comparable sales represent the most relevant transactions in the subject's market and include variable sized industrial properties. The land sales are presented and discussed below with detailed data sheets contained in the addenda.

Sale No.	Sale Date	Sale Price	Land Size AC (R)	Zoning/ FLU	Price/AC (R)
Subject	--	--	30.00	AP-1/PB	--
1	2/24	\$275,000	3.80	IH/I	\$72,400
2	1/23	\$600,000	9.96	M-1/IN	\$60,300
3	1/23	\$100,000	2.06	M-1/COM	\$48,500
4	3/22	\$629,600	15.73	M-1/IN	\$40,000

The preceding land sales are the most recent and relevant data found in the subject's market. The sales are proximate to the subject, being generally located within a two-mile radius. The four land sales, which are zoned for industrial use, are discussed in more detail in the following paragraphs.

Sales 1 and 2 are located north of the subject, on or near the Highway 17 corridor, a four-lane, north-south arterial in Putnam County. Sale 1 is located directly on this roadway, while Sale 2 is located on a minor road one street removed from the highway. Both properties are located adjacent to a rail line, and both are located in areas already improved with or planned for industrial development. Sale 1 has a heavy industrial zoning designation (IH), while Sale 2 has a light industrial designation (M-1) and was purchased for development of industrial warehouses. The per-unit prices for Sales 1 and 2, \$72,400 and \$60,300 per acre, respectively, should be higher than the land value estimate for the subject.

Sales 3 and 4 are located approximately 1.25 miles to the east and west of the subject property. Like the subject, both are located along minor two-lane roadways, and both have a light industrial zoning designation, which would be similar to the subject's likely zoning under a non-governmental use. Like the subject, Sale 3 is located within a mixed-use area containing industrial, single-family residential, and vacant land uses, while Sale 4 is located within the Putnam County Business Park, which contains industrial uses. These two sales range in size from 2 to over 15 acres and reflect per-unit prices from \$40,000 to almost \$50,000 per acre. The subject land value estimate should be near this sale price range.

While not used in direct comparison, an almost 17-acre listing is located across from the subject, along the east side of Moody Road. The listing has a light industrial zoning designation, but an Urban Service land use, which allows a variety of residential and non-residential uses. Verification revealed deed restrictions that prohibit competitive uses to the adjacent Lowe's retail store, including lumber yards, air conditioning installers, paint-related businesses, glass installers, and other such uses. The deed-restricted property has a current asking price of almost \$36,000 per acre, which is lower than the per-unit prices for the previously discussed land sales.

Various sized industrial tracts are also available for sale within the Putnam County Business Park to the west of the subject. Verification indicates that up to 140 acres can be purchased within this planned development, with prices ranging from \$40,000 per acre for tracts larger than 10 acres to \$47,000 per acre for tracts 10 acres or smaller. The business park has frontage along St. Johns Avenue and County Road 309-C, with all necessary utilities available for development. There are currently no tracts under contract as of the date of the appraisal.

Maps showing the locations of the subject, sales, and listings, along with detailed write-ups, are provided in the addenda to the report.

Ranking Analysis

The following table provides a ranking analysis of the sales sorted according to price per acre. The position of the subject reflects the relative ranking of the subject based on qualitative analysis presented above.

Sale No.	Sale Date	Land Size AC	Price/AC (R)
1	2/24	3.80	\$72,400
2	1/23	9.96	\$60,300
Subject	--	30.00	--
3	1/23	2.06	\$48,500
4	7/24	15.73	\$40,000

Analysis of the preceding sales, with consideration for location, physical characteristics, date of value, and other factors, results in my opinion for the fee simple value of the land, as follows.

$$30 \text{ AC} \times \$50,000/\text{AC} = \$1,500,000$$

Improvements

N/A

Summary of Before Value

The estimated value of the subject land plus the contributory value of any affected improvements is summarized as follows:

Land Value	\$ 1,500,000
Contributory Value of Affected Improvements	\$ -0-
Indicated Value of Land and Affected Improvements	\$ 1,500,000

VALUATION OF TAKING

Project Description

The Florida Gas Transmission Company (FGT) proposes constructing a new 12-inch natural gas pipeline lateral segment in Putnam County. This project starts on the west side of Moody Road, near Crill Avenue (State Road 20), and extends northward for approximately 2.75 miles, terminating at a valve site opposite the Georgia Pacific Palatka Operations Facility on the south side of County Road 216. The new pipeline, for the most part, will parallel an existing 6-inch Georgia Pacific lateral owned by FGT. The project will require new permanent easements, typically 30 feet in width, as well as temporary construction and access easements of varying widths. These easements are necessary for the placement of a subsurface natural gas pipeline.

The permanent easement rights on the subject property will restrict excavation, water impoundment, deep-rooted trees, and permanent or habitable building improvements within the easement area. However, the property owner retains the right to use the easement area for driveways, paving, and crossings perpendicular to the pipeline, subject to FGT's approval. The purpose of these permanent and temporary easements is to facilitate the installation and operation of the natural gas pipeline.

Value of Permanent Easement - Land

Florida Gas Transmission Company plans to acquire permanent easement rights totaling 0.044 acres from the southeast corner of the subject property. This 30-foot-wide easement tapers to a point along the eastern property boundary and Moody Road right of way. The City of Palatka requires a 25-foot-wide yard setback from Moody Road, where no building improvements can be constructed, as specified in the land development code. Although the new FGT permanent easement lies mostly within this setback, the setback is being ignored for purposes of this analysis. The gas pipeline will be installed within the easement using an open-cut technique. The easement rights to be acquired for this area, which were detailed previously, are included in the proposed easement terms in the appraisal file. A sketch of the easement area is available in the report addenda.

The remaining rights of the underlying fee owner are limited with regard to use and utility. In some respects, the remaining rights held by the underlying fee owner are analogous to the rights that remain with a property encumbered with a conservation easement. Conservation easements are voluntarily sold throughout the state of Florida when a landowner desires to receive payment by agreeing to limit future development potential and use of the area encumbered with the easement. Dependent on the terms of the conservation easement or land use protection agreement, the easement sales generally range between 50% to 75% of fee simple value. Said differently, remainder interest sales encumbered with conservation easements generally range between 25% to 50% of fee value.

Additionally, we have researched literature relating to professional appraisal publications specific to easement valuation. Within the appraisal literature, utility easement data is extracted from market participants by way of survey. The reported percentage of fee value of easements, within the literature reviewed, generally ranges from about 50% to 90%.

The above discussion explains how easements impact the remaining land and the associated fee percentages. The proposed permanent easement for the subject, designed for open-cut pipe installation, imposes specific usage limitations within the easement area as previously described.

Based on the rights to be acquired, these easement rights are estimated to be worth 80% of the fee simple value. Consequently, the estimated value of the permanent easement is as follows:

Taking Size	: 0.044 Acre
Fee Value	: \$50,000/AC
Easement Rights	: 80% of fee value
Estimate of Value	: $0.044 \text{ Acre} \times \$50,000/\text{AC} \times 80\% = \$1,800 \text{ (R)}$

Value of Temporary Easement - Land

As noted earlier, a temporary easement is necessary for construction of the pipeline on the subject property. The irregularly shaped workspace, which contains 0.38 acre, wraps around portions of the permanent easement near Moody Road. The purpose of the temporary easement is to provide for workspace during construction, for a term of no more than two (2) years or 24 months. The temporary easement is estimated to have no impact on the remaining property and essentially amounts to a lease of the land area by Florida Gas Transmission Company.

The temporary workspace area is shown in the following calculations and will be needed for the standard term. An annual rental rate of the land has been estimated at 10% of fee value per year. The annual rent associated with the temporary easement land is calculated as follows:

Easement Type	: Temporary
Term	: 2 years
Easement Size	: 0.38 AC
Fee Value	: \$50,000/AC
Easement Rights	: 10%/Year
Annual Rent	: $0.38 \text{ AC} \times \$50,000/\text{AC} \times 10\% = \$1,900$
Estimate of Value	: $\$1,900/\text{Year} \times 2 \text{ Years} = \$3,800$

Contributory Value of Affected Improvements

N/A

Summary of Part Taken

	Permanent Easement	Temporary Easement	Total (R)
Land Taken	\$1,800	\$3,800	\$5,600
Improvements Taken	\$0	\$0	\$0
Total	\$1,800	\$3,800	\$5,600

HIGHEST AND BEST USE (AFTER)

The remaining land size is unchanged from the Before condition and the property continues to be utilized similar to the Before condition, with the exception of the permanent easement area. The easement areas will be restored by FGT to the original contour and condition, as near as reasonably practicable. Additionally, any improvements impacted by the take will be restored in as good or better condition than existed prior to the acquisition. The highest and best use of the remainder will remain the same with no change in utility or use of the unencumbered area.

REMAINDER VALUE

As part of this appraisal assignment, an examination of the market was made to ascertain whether the presence of easements and related structures on a given property, has an adverse impact on the value. Research and analysis were conducted regarding properties that have sold with and without easements. The results of this research indicate the mere presence of an easement, on or adjacent to a given property, does not in and of itself result in severance damages. This is not to say there cannot be adverse impacts to an encumbered property if the easement impacts the utility or use.

Analysis of properties encumbered with easements, both before and after the acquisition, results in the conclusion of no severance damages in this instance. However, it is estimated the market would make an adjustment for the value of the proposed easement interests to be acquired. Therefore, the estimated market value of the remaining property is as follows:

Before Value	\$ 1,500,000
Less: Value of Part Taken	\$ 5,600
Remainder Value	\$ 1,494,400

EASEMENT VALUE

The easement value is calculated as follows:

Before Value	\$ 1,500,000
Less: Remainder Value	\$ 1,494,400
Easement Value	\$ 5,600

CERTIFICATION**USPAP REQUIRED**

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. I have made a personal inspection of the proposed easement area that is the subject of this report. Any improvements to the property, which are not affected by the taking and project, were not inspected.
9. The undersigned has received significant appraisal assistance from Robert Kissel, MAI, State-Certified General Real Estate Appraiser RZ2479, and Joanna M. Shepherd, State-Certified General Real Estate Appraiser RZ3095. The assistance included analysis and research of data, investigation of factual information regarding the subject and similar tasks.
10. I have performed no other services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

APPRAISAL INSTITUTE REQUIRED

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.



Chad Durrance, MAI | Cert Gen RZ987

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated. The legal description is assumed to be correct for the purposes of this report.
2. The property has been appraised as free and clear, unencumbered by mortgages, liens, delinquent taxes, assessments, special or unusual deed conditions or restrictions (unless otherwise stated), but subject to zoning and land use regulations.
3. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
4. It is assumed there are no hidden or unapparent conditions of the property, subsoil, or structures. The appraiser(s) assumes no liability for any hidden or unapparent conditions of the property. No responsibility is assumed for such conditions, or for arranging for engineering studies that may be required to discover them.
5. No evidence of environmental contamination was noted during the property inspection and no environmental audit was provided in preparation of this report. No liability or consideration, therefore, of the results of such a test is assumed. The property is assumed "clean."
6. The term "wetland" or "wetlands" if used within this report is intended to be construed in a general sense. The appraiser(s) has no specialized training in wetland delineations. The water management district that governs the geographic area within which the subject is located can be contacted to provide a formal delineation if desired.
7. It is assumed parcel sketches and construction plans provided depict fully and accurately what will be constructed, unless otherwise noted.
8. Possession of this report, or a copy thereof, does not carry with it the right of publication.
9. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
10. Although the subject may be encumbered by an existing lease(s), the fee simple value is reported herein.
11. This report is subject to any additional information and/or data, which may become available. The appraiser reserves the right to make adjustments and to update the value estimate as contained in this report.

Note: As stated, the preceding assumptions/conditions are general in nature. Portions of the above may not be applicable to the specific property interest that is the subject of this appraisal.

DEFINITIONS

DEFINITIONS

Appraisal is (*noun*) the act or process of developing an opinion of value; an opinion of value. (*adjective*) of or pertaining to appraising and related functions such as appraisal practice or appraisal services. Comment: An appraisal is numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value).¹

Appurtenance is something added or appended to a property that then becomes an inherent part of the property; usually passes with the property when title is transferred.²

Assignment is a valuation service that is provided by an appraiser as a consequence of an agreement with a client.³

Client is the party or parties (i.e., individual, group, or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent.⁴

Extraordinary Assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.⁵ (*Note: USPAP does not require use of the specific term "extraordinary assumption," only that the extraordinary assumption(s) be disclosed clearly and conspicuously.*)

Fee Simple Estate is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.⁶

Fixture is an article that was once personal property but has since been installed or attached to the land or building in a rather permanent manner so that it is regarded in law as part of the real estate.⁷

Highest and Best Use is the reasonably probable use of property that results in the highest value. To be reasonably probable, a use must meet certain conditions: The use must be physically possible (or it is reasonably probable to render it so). The use must be legally permissible (or it is reasonably probable to render it so). The use must be financially feasible.⁸

Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in the analysis.⁹ (*Note: USPAP does not require use of the specific term "hypothetical condition," only that the hypothetical condition(s) be disclosed clearly and conspicuously.*)

Intended Use is the use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.¹⁰

¹ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 3.

² The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 10.

³ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 3.

⁴ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 4.

⁵ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 4.

⁶ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 73.

⁷ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 75.

⁸ The Appraisal of Real Estate, 14th Edition, Published by the Appraisal Institute, Page 332.

⁹ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 4.

¹⁰ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 5.

Intended User is the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.¹¹

Leased Fee Interest is the ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.¹²

Market Value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property.¹³

Replacement Cost is the estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout.¹⁴

Report is any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment.¹⁵

Reproduction Cost is the estimated cost to construct, at current prices as of the effective date of the appraisal, a duplicate or replica of the building being appraised, using the same or similar materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building.¹⁶

Retrospective Value Opinion is a value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."¹⁷

(Note: If the first page of this document has a "date of valuation" that precedes the "date of report," then it should be readily apparent, and abundantly clear to the intended user, and any unintended users, the "date of valuation" is retrospective.)

Reversionary Right is the owner's right to obtain return of the property rights granted to a tenant upon termination of a lease. The term can also apply to termination of a temporary easement, abandonment of a right of way, extinguishing of a life estate or estate for years, violation of a condition in a deed, or the end of the life of, or abandonment of, improvements.¹⁸

Special-Purpose Property is an improved property with a unique physical design, special construction materials, or a layout that particularly adapts its utility to the use for which it was built and may be costly to modify to another use; also called a special-design property.¹⁹

¹¹ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 5.

¹² The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 105.

¹³ Uniform Appraisal Standards for Federal Land Acquisitions 6th Edition, Published by the Appraisal Institute, Page 10.

¹⁴ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 163.

¹⁵ Uniform Standards of Professional Appraisal Practice, 2024 Edition, Page 6.

¹⁶ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 163.

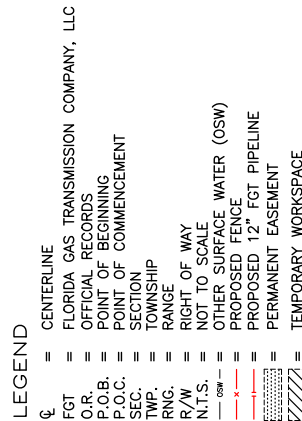
¹⁷ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 166.

¹⁸ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 167.

¹⁹ The Dictionary of Real Estate Appraisal, Seventh Edition, Published by the Appraisal Institute, Page 178.

SURVEY/SKETCH

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°19'43"W	30.00'
L2	N00°44'14"W	21.98'
L3	N19°22'02"E	87.85'
L4	S00°37'47"E	104.51'
L5	S89°19'43"W	96.45'
L6	N24°29'35"E	88.87'
L7	N03°01'01"W	55.72'
L8	N30°05'09"E	86.22'



1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 26 EAST, BEING N 00°37'47" W. THIS IS NOT A BOUNDARY SURVEY. IT IS A SKETCH OF THE DESCRIPTION SHOWN

Digitally signed by Clyde R. Eldredge
DN: C=US,
Email=eldredge@atwell-group.com,
O=Atwell, LLC, OU=Survey
Department, CN=Clyde R. Eldredge
Location: Atlanta, GA
Reason: I am approving this document
Contact Info:
eldredge@atwell-group.com
Date: 2024.07.20 19:51:29-0700

JULY 29, 2024

CLYDE R. ELDREDGE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER PSM 7076

F. Florida Gas Transmission Company
by Transco/Kinder Morgan Affiliates

**Florida Gas
Transmission
Company**
Transmitter/Cluster Manager Available

GAS TRANSMISSION CO.
MAITLAND, FLORIDA

PROJECT NO.	C-23209-GL-94300001
PREVIOUS DWG. NO.	
SHT. OF	
DWG. NO.	FLBNQ-PUTN-028
SHT. 1 OF 2	Δ 0

C-23209-GL-94300001

PREVIOUS DWG. NO.

SHT. OF
DWG. NO.
FLBNQ-PUTN-028
SHT. 1 OF 2

FLBNQ-PUTN-028
SHT. 1 OF 2

Addenda - Page A7
Page 127 of 875

PUTNAM COUNTY, FLORIDA
SECTION 3, TWP. 10 S, RNG. 26 E

DESCRIPTION

PERMANENT EASEMENT

A PARCEL OF LAND, LYING IN AND BEING A PART OF SECTION 3 TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, BEING A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 137, PAGE 33, PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE S 89°19'43" W, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 3, 30.00 FEET; THENCE N 00°44'14" W 21.98 FEET; THENCE N 19°22'02" E 87.85 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 3; THENCE S 00°37'47" E, ALONG SAID EAST LINE, 104.51 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.044± ACRE (1.899 SQUARE FEET), MORE OR LESS.

TEMPORARY WORKSPACE

BEING AN ADDITIONAL PARCEL OF LAND, ADJOINING THE WESTERLY SIDELINE OF THE PREVIOUSLY DESCRIBED PERMANENT EASEMENT AS DEPICTED HEREON.
CONTAINING 0.380 ACRE (16,532 SQUARE FEET), MORE OR LESS.

LINEAR AND AREA CALCULATIONS

TOTAL DISTANCE OF PROPOSED PIPELINE ACROSS PROPERTY: 63.30 LINEAR FEET = 3.84 RODS
TOTAL PERMANENT EASEMENT: 0.044± ACRE
TOTAL TEMPORARY WORKSPACE: 0.380± ACRE

THE FOLLOWING EASEMENT(S) MAY IMPACT THE SUBJECT PROPERTY. THIS EASEMENT INFORMATION WAS FURNISHED BY REPRESENTATIVES OF THE CLIENT AND IS NOT WARRANTED BY THE SURVEYOR

- RESERVATION OF 200' ROAD RIGHT OF WAY EASEMENT IN FAVOR OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (TIIF) AS PER 138/551



WWW.ATWELL-GROUP.COM
8725 PENDERY PLACE, SUITE 101
DADE COUNTY, FLORIDA 33420
BRADLEY, 941.793.8400

CERTIFICATE OF AUTHORIZATION NUMBER LB7832

REV.	0	ISSUE FOR ACQUISITION	ATW	07/29/24	CRE	APPR.	DATE	BY	DESCRIPTION	DWG. STATUS	PRELIM	BID	CONST.	DWG. PRELIM	CHECKED BY	DATE	APPROVED BY	DATE	P.L./S.T. ACCT. NO.	CONSTRUCTION YR	BY	DATE	SURVEY BCN	05/23/24	DRAWN RWM	06/13/24	ASBUILT	FILE NO.:	SCALE: 1/4"	FLORIDA GAS TRANSMISSION CO. MAITLAND, FLORIDA	AT Energy Transmission Regulator Attache	GEORGIA PACIFIC 12" LOOP PROJECT SKETCH OF EASEMENT DESCRIPTION ON THE PROPERTY OF CITY OF PALATKA PUTNAM COUNTY, FLORIDA	PROJECT NO. C-23209-GI-94300001	PREVIOUS DWG. NO.	SHT. OF DWG. NO. FLBNQ-PUTN-028	SHT. 2 OF 2

ZONING/LAND USE

Sec. 94-158. - AP-1 airport zoning district.

(a) *Intent.* The AP-1 district is established to control that portion of an airport directly related to aircraft activities. The district boundaries consist of the outermost of those lines:

- (1) Located 75 feet outbound from a parallel to taxiway centerlines;
- (2) Located 25 feet from and parallel to apron or tiedown areas; and
- (3) In line with runways and within the established hazard zone.

These boundaries are as shown on the marked 1992 airport map, which is included by reference as a part of this section.

(b) *Permitted principal uses and structures.* Permitted principal uses and structures in the AP-1 district are as follows:

- (1) Airport runways, taxiways, clear zones and buffer zones.
- (2) Aircraft fueling and parking aprons.
- (3) Accessory utilities.
- (4) Structures related to the uses listed in this subsection.

(c) *Permitted additional uses and structures.* (These uses and structures are permissible after review and favorable recommendation by the airport advisory committee and with the written permission of the airport manager.) Only uses and activities directly related to aeronautical activities will be permitted within the AP-1 district. Permitted additional uses and structures are as follows:

- (1) Shortterm (maximum of three calendar days) outside public events related to aircraft activities, such as air shows and fly-ins.
- (2) Compatible agricultural activities.

(d) *Prohibited uses and structures.* The following uses and structures are prohibited in the AP-1 district: Any use that is not compatible with aircraft operations by intruding physically either horizontally or vertically into the required clear zones, or through the emission of smoke or other substances that may interfere with visibility or be hazardous to aircraft equipment or structures, or through electromagnetic radiation that may interfere with aircraft navigational instruments, or through light emission that may interfere with air crew night vision or the ready identification of the airport's navigational lights, or through attracting or sustaining birds which may be an air navigation hazard.

(e) *Conditional uses.* (Conditional uses are permissible after public notice and hearing and subject to the provisions of section 94-3. All such uses must be consistent with the currently approved airport master plan.) Conditional uses in the AP-1 district are as follows: None.

(f)

Development standards. Development standards for the AP-1 district are as follows, see also appendix C.

- (1) Maximum density: Not applicable.
 - (2) Minimum lot area: Not applicable.
 - (3) Minimum lot width: Not applicable.
 - (4) Maximum lot coverage: Not applicable.
 - (5) Maximum structure height: Determined by Federal Aviation Administration (FAA) flight safety requirements and as established in the currently approved airport master plan.
 - (6) Minimum yards: Not applicable.
 - (7) Special provisions: Any proposed modification within the district requires a site plan review.
 - (8) All construction shall be on continuous perimeter poured concrete footers. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.
- (g) *Permitted signs.* Directional signs, ground signs, and wall signs. Only those signs specified by FAA requirements and standard flight safety practices will be permitted within an aircraft operating area.

(Code 1981, app. C, § 26-6(18); Ord. No. 11-24, § 2, 8-25-2011; Ord. No. 2022-06, § XIX, 8-25-2022)

Existing Land Uses

A. Description of Existing Land Uses

Table A-1 summarizes the amounts of existing land uses in Palatka. Following this is a brief description of each use. Figure A-1 depicts the locations of existing land uses.

Table A-1
City of Palatka Existing Land Use: 2007

Land Use Category	Acreage	Percent of Total*
Residential	1730	35.3
Low Density (up to 5 units per acre)	1022	21
Medium Density (5 to 10 units per acre)	231	4.72
High Density (10 to 18 units per acre)	477	9.74
Commercial	1210	24.7
Industrial	258	5.28
Agriculture	18	0.38
Conservation	58	1.9
Public Building and Grounds	11	8.8
Other Public Facilities	1041	17.1
Recreation	158	3.2
Historic Resources	40	0.9
Total	4901	100
Percentages may not add up to 100 percent due to rounding		
Vacant or Undeveloped Land		467

* For intensity / density of use, see description of land uses presented below.

1. Residential

Residential land use includes all land associated with structures utilized for permanent residential occupancy. Dwelling unit types included in this category are single family units, mobile homes, and multi-family structures. A net total of 1,730 acres or 35 percent of the City's land area is developed in residential land use.

Residential land uses are defined in three categories by density as follows:

a. Low density

Low density housing is defined as the residential land use category that includes housing at a density of up to five units per acre. There are 1,022 acres of the City developed with housing in this density category.

b. Medium density

Medium density housing includes those parcels of land utilized at a housing unit density of 5 to 10 units per acre. A total of 231 acres are in the medium density residential category, which is 4.7 percent of the City's land.

c. High density

Residential high density housing includes those land areas upon which there are 10 to 18 housing units per acre. Housing in this category usually consists of apartment/condominium units or mobile home parks. A total of 477 acres of high density housing or 9.74 percent of the total land area is located within Palatka.

2. Commercial and Services

The commercial and service uses in the City of Palatka consist primarily of retail trade, offices, motels, restaurants, service stations and repair facilities. Most of the commercial uses are small, service-oriented and scattered along the arterial roadways.

Commercial land may be developed at an intensity of use, as measured by impervious surface, at 70 percent of the parcel. The maximum height shall not exceed 60 feet.

3. Industrial

The intensity of development permitted on industrial designated land, as measured by impervious surface, shall not exceed 80 percent of the parcel. The maximum height of development (excluding chimneys, etc.) shall not exceed 45 feet.

4. Agricultural

There are only 18 acres of agricultural use in Palatka. This land is planted with pine. It is well drained and suitable for development.

The intensity of development permitted in agricultural designated land use shall not exceed 1 DU/5 AC.

5. Recreational

Recreational land use includes regional, community, and neighborhood parks. The major park within the City limits is the Ravine Gardens State Park. This State park and the City parks combined account for 158 acres or 3.2 percent of the existing land.

Except for the 82 acres of Ravine Gardens State Park that is designated as a "Preservation Area" on which no development shall occur, impervious surface land coverage of recreational land use shall not exceed 50 percent for active recreational development and 10 percent for passive recreational development.

6. Conservation

Conservation lands are parcels that are environmentally or ecologically sensitive or significant. The 82 acres of Ravine Gardens State Park, which are committed to botanical gardens and natural environment, are designated as conservation/preservation land use in this plan.

There are six or seven very small isolated wetland sites of less than 2 acres each located within the City limits. These wetlands are situated within larger parcels of property that are developable. These parcels may be developed so long as the proposed development is on the upland portion of the site and construction is buffered from the wetland at a distance and in the manner specified by Comprehensive Plan Policies A.1.4.5 and A.1.4.10.

7. Public Buildings and Grounds

This use consists of educational, religious, military, health, and governmental uses. This land use occupies 11 acres or 0.22 percent of the City's land area scattered throughout the City.

The intensity of development permitted for this category of land use, as measured by impervious surface, shall not exceed 65 percent. The maximum height shall not exceed 40 feet.

8. Other Public Facilities

This land use includes water/sanitary sewer plants and systems, drainage structures, and roads. Roads and railroads are the major uses in this category. This category also includes the new municipal treatment plant and sewer system located on Lundy Road. There are 1,041 acres of land classified as Other Public Facilities.

The intensity of use for this category of land use is dependent upon the type of facility to be constructed. Roads may cover an area with an impervious surface of up to 100 percent, while a water/sanitary sewer plant cover no more than 45 percent of land surface and a parking/maintenance facility cover no more than 25 percent.

9. Vacant or Undeveloped

Vacant or undeveloped land is the category of land use that includes all lands and properties that are available for development, both cleared and wooded, that are not developed at the present time. Included is a total of 467 acres within the City. This use consists of undeveloped land within the urban area and also inactive land with street patterns but without structures. Most of this land is located on the eastern and western fringes of the City where the newer suburbs are appearing, but much vacant land still exists.

There are approximately 320 acres of wetlands/floodplains situated along the St. Johns River north and south of U.S. Route 17. This land is in private ownership and has the potential for development. Where such development occurs, it shall be limited to low density residential (5 DU per 1 Acre) and, where possible, the permitted development shall be clustered on an upland portion of the site.

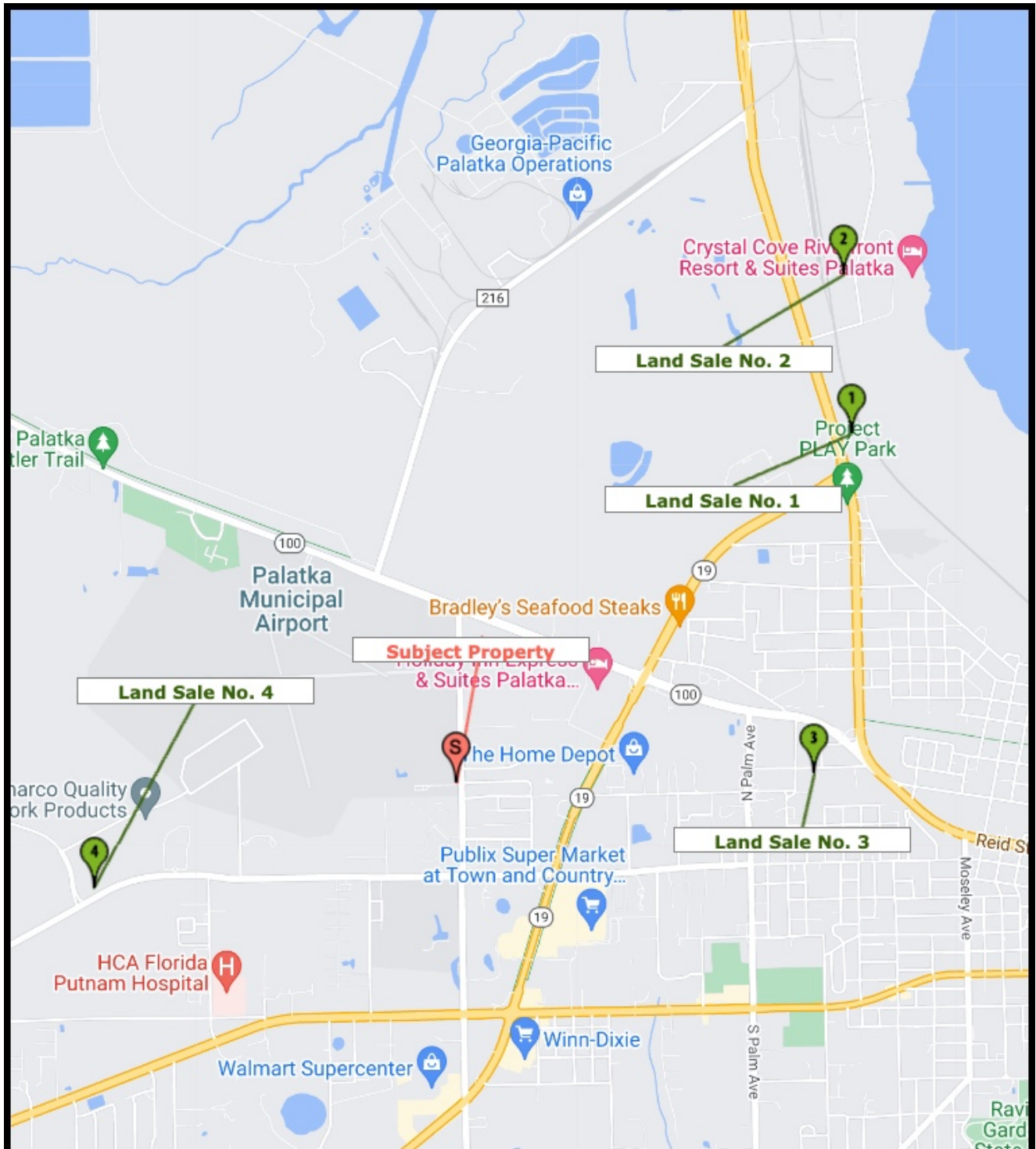
10. Historical

There are three historic structures and two historic districts within the City of Palatka that are included on the National Register of Historic Places. The location of these sites are shown on Figure A-2.

The Florida Master Site File dated April 1990 includes the following sites:

SALES

SALES LOCATION MAP



Land Sale 1



Location

Property ID	6081	County	Putnam
Location	East side of N Highway 17, about 400 feet north of State Road 19		

Land

Tax Parcel Number	37-09-26-0000-0060-0140		
Land Acres	3.80000	Future Land Use	Industrial
Land Sq Ft	165,528	Access	N Hwy 17 (paved) and rail access
Jurisdiction	Putnam County	Utilities	Utilities necessary for development are available.
Zoning	IH, Heavy Industrial		

Sale Transaction

Seller	Ronald G. Tumlin and Suzanne M. Tumlin, et al.	Sale Price	\$275,000
Buyer	CBT Enterprises OP LLC	Recording No.	1746/520
Sale Date	02-20-2024		
Financing	Cash to seller		
Condition of Sale	Arm's Length Transaction		

UnAdjusted Price Indices

Price/Ac	\$72,368
----------	----------

Remarks

Property Remarks	The sale property consists of vacant wooded land, encumbered by a 40-foot drainage easement on the south side of the property. The east property boundary has access to the railway. The property was listed for sale for \$365,000. Subsequent to purchase, the buyer applied for necessary approvals for development of a 16,850 square foot building known as Thorne Industrial Warehouse. In addition, a 230kV overhead transmission line runs along the north side of the land. The transmission easement encumbers a small corner of the property and was reported to have had no impact on the purchase price.
------------------	---

Land Sale 2



Location

Property ID	6082	County	Putnam
Location	West side of Comfort Road, east of N Highway 17 and north of State Road 19		

Land

Tax Parcel Number	37-09-26-0000-0060-0051		
Land Acres	9.95760	Future Land Use	Industrial
Land Sq Ft	433,753	Access	Comfort Rd (paved) and railway
Jurisdiction	City of Palatka	Utilities	Utilities necessary for development are available.
Zoning	M-1, Light Industrial		

Sale Transaction

Seller	Chloe Durant and David E. Stier, Trustees	Sale Price	\$600,000
Buyer	1031 Servicing Corp.	Recording No.	1698/1042
Sale Date	01-23-2023		
Financing	Cash to seller		
Condition of Sale	Arm's Length Transaction		

UnAdjusted Price Indices

Price/Ac	\$60,255
----------	----------

Remarks

Property Remarks	The sale property consists of vacant cleared land with about 1.48 acres of wetland areas. The land was purchased for construction of a commercial storage complex with seven storage buildings. The property was listed for sale for \$625,000 and was part of a 1031 exchange.
------------------	---

Land Sale 3



Location

Property ID	6075	County	Putnam
Location	South side of Peters Street, about 180 feet east of Pine Street		

Land

Tax Parcel Number	01-10-26-8650-0010-0100		
Land Acres	2.06001	Future Land Use	COM, Commercial
Land Sq Ft	89,734	Access	Peters St (paved)
Jurisdiction	City of Palatka	Utilities	Utilities necessary for development are available.
Zoning	M-1, Light Industrial		

Sale Transaction

Seller	Monica Sher	Sale Price	\$100,000
Buyer	Rusty Gold Corp.	Recording No.	1696/1686
Sale Date	01-18-2023		
Financing	Cash to seller		
Condition of Sale	Arm's Length Transaction		

UnAdjusted Price Indices

Price/Ac	\$48,543
----------	----------

Remarks

Property Remarks	The sale property consists of partially wooded land with chain link fencing. The land was listed for sale for \$125,000.
------------------	--

Land Sale 4



Location

Property ID	6089	County	Putnam
Location	Northeast corner of St. Johns Avenue and Wes Larson Blvd, and along the south side of PRC Way		

Land

Tax Parcel Number	04-10-26-0000-0021-0010, et al.		
Land Acres	15.73347	Future Land Use	Industrial
Land Sq Ft	685,350	Access	Wes Larson Blvd (paved) and PRC Way (paved)
Jurisdiction	City of Palatka	Utilities	Utilities necessary for development are available.
Zoning	M-1, Light Industrial		

Sale Transaction

Seller	Putnam County Port Authority	Sale Price	\$629,600
Buyer	Plants of Ruskin, LLC	Recording No.	1661/1315
Sale Date	03-22-2022		
Financing	Cash to seller		
Condition of Sale	Arm's Length Transaction		

UnAdjusted Price Indices

Price/Ac	\$40,017
----------	----------

Land Sale 4

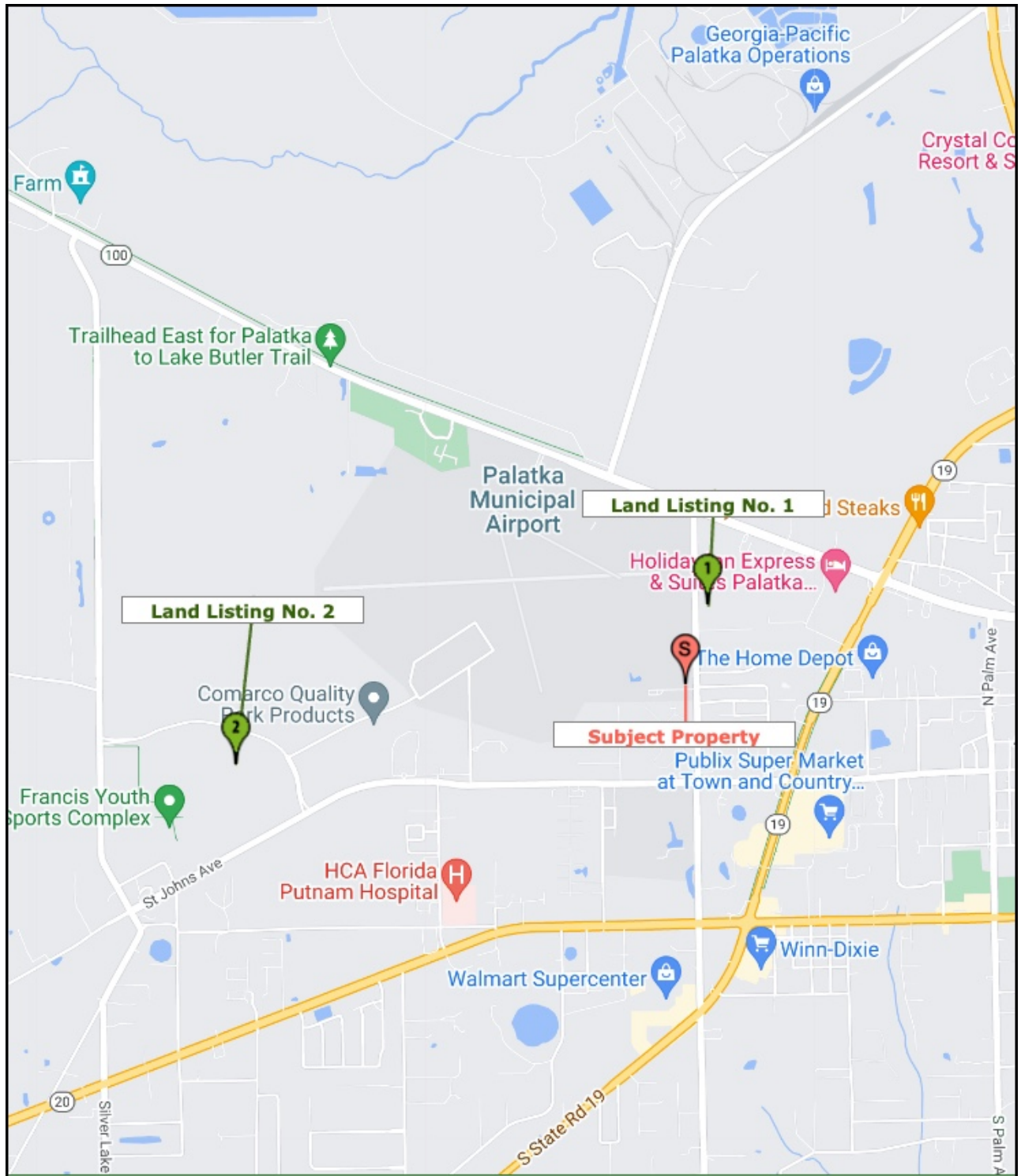
Remarks

Property Remarks

The sale property consists of vacant wooded land within the Putnam County Business and Aviation Park. The buyer is also the owner of the adjacent building to the north, a medical marijuana grow and processing facility. A 60-foot ingress-egress and utility easement traverses the property in an east-west direction and a 30-foot drainage easement is located along the easterly property boundary. Subsequent to the sale, the zoning on the property was amended from PID (Palatka Planned Industrial Development) to M-1 (Light Industrial) with plans to expand the existing building and construct a new building on the sale property.

LISTINGS

LISTINGS LOCATION MAP



Land Sale 1



Location

Property ID	6158	County	Putnam
Location	West side of North Moody Road, south of Reid Street, west of State Road 19		

Land

Tax Parcel Number	02-10-26-0000-0420-0000		
Land Acres	16.72000	Future Land Use	US, Urban Service (1-24 du/ac)
Land Sq Ft	728,323	Access	N Moody Rd (paved)
Jurisdiction	Putnam County	Utilities	Utilities necessary for development are available
Zoning	IL, Light Industrial		

Sale Transaction

Seller	Daryl L. Gilbert, et al.	Sale Price	\$599,900
Buyer	TBD	Recording No.	TBD
Sale Date	07-27-2023		

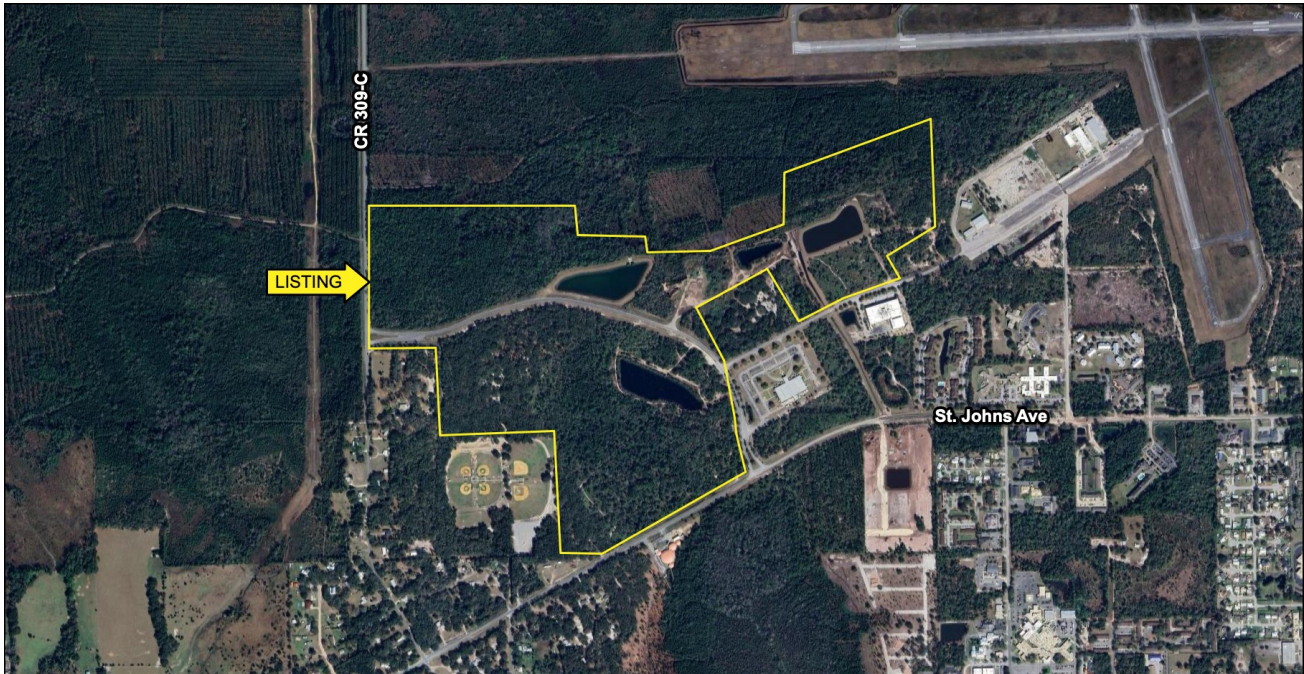
UnAdjusted Price Indices

Price/Ac	\$35,879
----------	----------

Remarks

Property Remarks	The sale property consists of vacant wooded land. It has been listed on the MLS at a price of \$599,900 off and on since October 2022, and was most recently renewed in July of 2023. The property is encumbered with a deed restriction prohibiting any uses that compete with the adjoining Lowe's Home Improvement store, including lumber yards, air-conditioning installers, paint-related businesses, and other such uses. Primary access is from Moody Road, with additional access available from U.S. Highway 19 and State Road 100 through the Lowe's property. Listing information courtesy of Coldwell Banker Ben Bates, Inc.
------------------	---

Land Sale 2



Location

Property ID	6219	County	Putnam
Location	North of St. Johns Avenue and east of County Road 309-C		

Land

Tax Parcel Number	04-10-26-0000-0021-0000 & 2 others		
Land Acres	160.00000	Future Land Use	PID (Planned Industrial Development)
Land Sq Ft	6,969,600	Access	St. Johns Ave and CR 309-C, paved, public roadways
Jurisdiction	Unincorporated	Utilities	All utilities necessary for development are available
Zoning	PID (Planned Industrial Development)		

Sale Transaction

Seller	Putnam County Port Authority	Buyer	N/A
--------	------------------------------	-------	-----

Remarks

Property Remarks	The Putnam County Business Park is located adjacent to and south of the Palatka Airport. According to Mark Litten, the Vice-President of Economic Development for the Putnam County Chamber of Commerce, the park contains approximately 140 acres of available developable land. Pricing has been set at \$47,000 per acre for 10 acres or less and \$40,000 per acre for more than 10 acres. Currently, there is no acreage under contract for sale.		
------------------	--	--	--

GENERAL AREA DATA

Putnam County

Florida's 40th most populous county
with 0.3% of Florida's population



Population

Census Population	Putnam County	Florida
1980 Census	50,549	9,746,961
1990 Census	65,070	12,938,071
2000 Census	70,423	15,982,824
2010 Census	74,364	18,801,332
2020 Census	73,321	21,538,187
% change 2010-2020	-1.4%	14.6%
Age		
% Under 18 years of age	20.6%	19.5%
% Aged 65 and over	24.1%	21.2%
% Median age	46.8	43.0
Gender		
% Male	49.5%	48.6%
% Female	50.5%	51.4%
Race (alone) & Ethnicity		
% Not Hispanic-White	68.9%	51.5%
% Not Hispanic-Black or African American	15.4%	14.5%
% Not Hispanic-American Indian and Alaska Native	0.4%	0.2%
% Not Hispanic-Asian	0.6%	2.9%
% Not Hispanic-Native Hawaiian and Other Pacific Islander	0.1%	0.1%
% Not Hispanic-Some Other Race	0.3%	0.6%
% Not Hispanic-Two or More Races	3.6%	3.7%
% Hispanic or Latino (of any race)	10.7%	26.5%

Real Gross Domestic Product

Real GDP (Thousands of Chained 2017 Dollars)	Putnam County	Florida
2017 GDP	2,125,357	1,014,866,863
Percent of the State	0.2%	
2018 GDP	2,183,267	1,050,433,812
Percent of the State	0.2%	
2019 GDP	2,176,041	1,079,271,045
Percent of the State	0.2%	
2020 GDP	2,256,793	1,068,377,540
Percent of the State	0.2%	
2021 GDP	2,136,212	1,164,778,182
Percent of the State	0.2%	
2022 GDP	2,166,268	1,218,430,197
Percent of the State	0.2%	

Population by Housing Type

	Putnam County	Florida
Household Population	72,056	21,073,604
Household Population per Occupied Housing Unit	2.44	2.47
Group Quarters Population	1,265	464,583

Population Estimates

	Putnam County	Florida
2021 Estimate	73,673	21,898,945
% change 2020-2021	0.5%	1.7%
2022 Estimate	74,249	22,276,132
% change 2020-2022	1.3%	3.4%
2023 Estimate	75,906	22,634,867
% change 2020-2023	3.5%	5.1%
Based on 2023 Estimate		
2025	76,443	23,292,200
2030	77,560	24,698,545
2035	78,140	25,814,954
2040	78,523	26,682,030
2045	78,965	27,409,376
2050	79,399	28,065,018

Housing

Housing Counts	Putnam County	Florida
Housing units, 2020 Census	36,014	9,865,350
Occupied	29,569	8,529,067
Vacant	6,445	1,336,283

Building Permits

Units Permitted	Putnam County	Florida
2000	180	155,269
2010	36	38,679
2020	128	164,074
2021	109	213,494
2022	1,912	211,962
2023	198	193,788

Population Characteristics

	Putnam County	Florida
Language Spoken at home (% of total persons aged 5 and over)		
Speak only English	91.5%	70.1%
Speak a language other than English	8.5%	29.9%
Speak English "very well"	4.4%	18.1%
Place of birth		
Foreign born	4.7%	21.1%
Veteran status		
Civilian population 18 and over	10.5%	7.9%

Density

Persons per square mile	Putnam County	Florida
2000	97.6	296.4
2010	102.2	350.6
2020	100.7	401.4
2023	104.2	421.9

Households and Family Households

	Putnam County	Florida
Households		
Total households, 2000 Census	27,839	6,338,075
Family households, 2000 Census	19,464	4,210,760
% with own children under 18	40.1%	42.3%
Total households, 2010 Census	29,409	7,420,802
Family households, 2010 Census	19,737	4,835,475
% with own children under 18	35.8%	40.0%
Average Household Size, 2010 Census	2.48	2.48
Average Family Size, 2010 Census	2.97	3.01
Total households, 2020 Census	29,569	8,529,067
Family households, 2020 Census	19,040	5,571,482
% with own children under 18	31.6%	36.0%

Migration

Residence 1 Year Ago	Putnam County	Florida
Persons aged 1 and over		
Same house	88.1%	85.6%
Different house in the U.S.	11.6%	13.5%
Same county in Florida	5.9%	7.4%
Different county in Florida	3.9%	3.1%
Different county in another state	1.8%	3.0%
Abroad	0.3%	0.9%

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption.
Census counts may be corrected for Census Count Question Resolution (CQR).

Employment and Labor Force

Establishments

2022

	Putnam County	Florida
All industries	1,543	851,793
Natural Resource & Mining	45	5,563
Construction	252	80,911
Manufacturing	49	24,106
Trade, Transportation and Utilities	312	150,714
Information	17	17,691
Financial Activities	117	92,973
Professional & Business Services	208	215,872
Education & Health Services	213	95,774
Leisure and Hospitality	141	64,512
Other Services	98	58,508
Government	61	5,903

Establishments

% of All Industries, 2022

	Putnam County	Florida
All industries	1,543	851,793
Natural Resource & Mining	2.9%	0.7%
Construction	16.3%	9.5%
Manufacturing	3.2%	2.8%
Trade, Transportation and Utilities	20.2%	17.7%
Information	1.1%	2.1%
Financial Activities	7.6%	10.9%
Professional & Business Services	13.5%	25.3%
Education & Health Services	13.8%	11.2%
Leisure and Hospitality	9.1%	7.6%
Other Services	6.4%	6.9%
Government	4.0%	0.7%

Average Annual Employment

% of All Industries, 2022

	Putnam County	Florida
All industries	16,422	9,359,143
Natural Resource & Mining	2.5%	0.8%
Construction	8.6%	6.4%
Manufacturing	10.2%	4.4%
Trade, Transportation and Utilities	20.7%	20.5%
Information	0.4%	1.7%
Financial Activities	2.5%	7.0%
Professional & Business Services	6.8%	16.9%
Education & Health Services	14.3%	14.8%
Leisure and Hospitality	10.4%	13.2%
Other Services	2.7%	3.0%
Government	20.8%	11.2%

Industries may not add to the total due to confidentiality and unclassified.

Average Annual Wage

2022

	Putnam County	Florida
All industries	\$47,641	\$63,770
Natural Resource & Mining	\$37,313	\$43,504
Construction	\$50,544	\$63,021
Manufacturing	\$68,106	\$74,590
Trade, Transportation and Utilities	\$42,041	\$56,618
Information	\$72,724	\$109,068
Financial Activities	\$49,974	\$97,914
Professional & Business Services	\$50,712	\$79,380
Education & Health Services	\$51,661	\$62,057
Leisure and Hospitality	\$21,682	\$33,766
Other Services	\$31,278	\$47,178
Government	\$53,762	\$64,666

Labor Force as Percent of Population

Aged 18 and Older

	Putnam County	Florida
2000	55.2%	63.7%
2010	52.5%	61.8%
2020	45.5%	58.5%
2021	47.7%	59.1%
2022	46.6%	59.8%
2023	48.0%	60.5%

Unemployment Rate

	Putnam County	Florida
2000	4.3%	3.7%
2010	13.0%	10.8%
2020	8.4%	8.1%
2021	6.1%	4.7%
2022	4.2%	3.0%
2023	4.0%	2.9%

Income and Financial Health

Personal Income (\$000s)

	Putnam County	Florida
2000	\$1,344,588	\$471,588,082
2010	\$2,003,352	\$730,690,145
% change 2000-2010	49.0%	54.9%
2020	\$2,742,226	\$1,221,121,559
% change 2010-2020	36.9%	67.1%
2021	\$2,937,775	\$1,376,879,460
% change 2020-2021	7.1%	12.8%
2022	\$2,947,402	\$1,441,598,918
% change 2021-2022	0.3%	4.7%

Per Capita Personal Income

	Putnam County	Florida
2000	\$19,090	\$29,387
2010	\$27,004	\$38,778
% change 2000-2010	41.5%	32.0%
2020	\$37,372	\$56,561
% change 2010-2020	38.4%	45.9%
2021	\$39,668	\$63,078
% change 2020-2021	6.1%	11.5%
2022	\$39,440	\$64,806
% change 2021-2022	-0.6%	2.7%

Earnings by Place of Work (\$000s)

	Putnam County	Florida
2000	\$680,739	\$308,751,767
2010	\$948,321	\$439,036,383
% change 2000-2010	39.3%	42.2%
2020	\$1,078,546	\$683,698,267
% change 2010-2020	13.7%	55.7%
2021	\$1,146,139	\$768,399,192
% change 2020-2021	6.3%	12.4%
2022	\$1,205,858	\$844,048,879
% change 2021-2022	5.2%	9.8%

Median Income

	Putnam County	Florida
Median Household Income	\$44,852	\$67,917
Median Family Income	\$57,256	\$81,514

Percent in Poverty, 2022

	Putnam County	Florida
All ages in poverty	22.5%	12.7%
Under age 18 in poverty	37.0%	17.3%
Related children age 5-17 in families in poverty	33.5%	16.1%

Workers Aged 16 and Over

	Putnam County	Florida
Place of Work in Florida		
Worked outside county of residence	37.1%	17.3%
Travel Time to Work		
Mean travel time to work (minutes)	31.7	27.9

Personal Bankruptcy Filing Rate
(per 1,000 population)

	Putnam County	Florida
12-Month Period Ending September 30, 2022	0.55	1.14
12-Month Period Ending September 30, 2023	0.82	1.16
State Rank	36	NA

NonBusiness Chapter 7 & Chapter 13

Reported County Government Revenues and Expenditures

Revenue 2020-21	Putnam County	Florida*	Expenditures 2020-21	Putnam County	Florida*
Total - All Revenue Account Codes (\$000s)	\$254,034.4	\$81,512,347.2	Total - All Expenditure Account Codes (\$000s)	\$243,536.42	\$77,064,319.71
Per Capita \$	\$3,448.13	\$3,903.45	Per Capita \$	\$3,305.64	\$3,690.44
% of Total	100.0%	100.0%	% of Total	100.0%	100.0%
Taxes (\$000s)	\$58,181.1	\$28,700,395.9	General Government Services** (\$000s)	\$140,882.60	\$30,930,327.83
Per Capita \$	\$789.72	\$1,374.40	Per Capita \$	\$1,912.27	\$1,481.19
% of Total	22.9%	35.2%	% of Total	57.8%	40.1%
Permits, Fee, and Special Assessments (\$000s)	\$10,768.2	\$3,079,751.7	Public Safety (\$000s)	\$39,002.08	\$13,640,661.35
Per Capita \$	\$146.16	\$147.48	Per Capita \$	\$529.39	\$653.22
% of Total	4.2%	3.8%	% of Total	16.0%	17.7%
Intergovernmental Revenues (\$000s)	\$29,935.8	\$9,164,789.4	Physical Environment (\$000s)	\$13,317.94	\$5,265,524.83
Per Capita \$	\$406.33	\$438.88	Per Capita \$	\$180.77	\$252.15
% of Total	11.8%	11.2%	% of Total	5.5%	6.8%
Charges for Services (\$000s)	\$22,189.2	\$23,760,013.8	Transportation (\$000s)	\$14,122.28	\$5,650,946.87
Per Capita \$	\$301.19	\$1,137.82	Per Capita \$	\$191.69	\$270.61
% of Total	8.7%	29.1%	% of Total	5.8%	7.3%
Judgments, Fines, and Forfeits (\$000s)	\$498.3	\$338,738.4	Economic Environment (\$000s)	\$12,667.52	\$1,975,239.15
Per Capita \$	\$6.76	\$16.22	Per Capita \$	\$171.94	\$94.59
% of Total	0.2%	0.4%	% of Total	5.2%	2.6%
Miscellaneous Revenues (\$000s)	\$117,437.1	\$4,467,076.4	Human Services (\$000s)	\$3,164.97	\$4,694,300.07
Per Capita \$	\$1,594.03	\$213.92	Per Capita \$	\$42.96	\$224.80
% of Total	46.2%	5.5%	% of Total	1.3%	6.1%
Other Sources (\$000s)	\$15,024.7	\$12,001,581.6	Culture / Recreation (\$000s)	\$1,802.29	\$1,794,823.73
Per Capita \$	\$203.94	\$574.73	Per Capita \$	\$24.46	\$85.95
% of Total	5.9%	14.7%	% of Total	0.7%	2.3%
			Other Uses and Non-Operating (\$000s)	\$15,113.04	\$10,103,703.21
			Per Capita \$	\$205.14	\$483.84
			% of Total	6.2%	13.1%
			Court-Related Expenditures (\$000s)	\$3,463.70	\$3,008,792.67
			Per Capita \$	\$47.01	\$144.08
			% of Total	1.4%	3.9%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Quality of Life

Crime	Putnam County	Florida
Crime rate, 2020 (index crimes per 100,000 population)	2,031.9	2,158.0
Admissions to prison FY 2022-23	354	27,209
Admissions to prison per 100,000 population FY 2022-23	466.4	120.2

State Infrastructure

Transportation	Putnam County	Florida
State Highway		
Centerline Miles	140.7	12,123.4
Lane Miles	392.4	45,337.5
State Bridges		
Number	29	7,079

State Facilities

Buildings/Facilities (min. 300 Square Feet)		
Number	117	9,426
Square Footage	298,454	65,539,144

Conservation Land (land acres only)

State-Owned (includes partially-owned)	91,563	5,689,323
% of Total Conservation Land (CL)	76.0%	54.9%
% of Total Area Land	19.7%	16.6%
% of Florida State-Owned CL	1.6%	

Other County Profiles

Criminal Justice County Profiles
School District Profiles

Health Insurance Status

Percent Insured by Age Group	Putnam County	Florida
Under 65 years	81.9%	84.9%
Under 19 years	93.0%	92.7%
18 to 64 years	77.6%	82.2%

State and Local Taxation

2023	Putnam County	Not County-Wide*
County	8.8441	0.9615
School	6.2300	
Municipal		1.0215
Special Districts		0.1810

*MSTU included in Not County-Wide "County" category

Education

Public Education Schools	Putnam County	Florida
Traditional Setting (2023-24)		
Total (state total includes special districts)	15	3,787
Elementary	9	1,877
Middle	1	565
Senior High	4	729
Combination	1	616

Educational attainment

Persons aged 25 and older	Putnam County	Florida
% HS graduate or higher	82.4%	89.3%
% bachelor's degree or higher	13.3%	32.3%

Prepared by:
Florida Legislature
Office of Economic and Demographic Research
111 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588
(850) 487-1402 <http://edr.state.fl.us>



May 2024

QUALIFICATIONS

QUALIFICATIONS OF CHAD G. DURRANCE, MAI

Business Address

Durrance & Associates
300 S. Hyde Park Avenue, Ste. 201
Tampa, Florida 33606
E-mail Address: chad@durranceappraisals.com

Direct: (813) 258-8464

Education

B.S. Degree, Major of Real Estate and Urban Land Studies, University of Florida, 1988

The following courses and seminars have been completed under the direction of the Appraisal Institute and others.

Courses (Partial Listing)

- Course 1A - Basic Principles Methods and Techniques
- Course 1A-2 - Appraisal Basic Valuation
- Course 1B-A - Capitalization Theory and Techniques, Part A
- Course 1B-B - Capitalization Theory and Techniques, Part B
- Course 2-1 - Case Studies in Real Estate Valuation
- Course 2-2 - Valuation Analysis and Report Writing
- Course SPP - Standards of Professional Practice
- Course 430 - Standards of Professional Practice, Part C
- Course I400 - National USPAP Update
- Course N/A - Florida State Law for Real Estate Appraisers
- Course 824 - Appraising the Appraisal: Appraisal Review-General

Seminars (Partial Listing)

- Feasibility Analysis
- Hotel/Motel Valuation
- Condemnation - Legal Rules and Appraisal Practices
- Easement Valuation
- Powerline Easements
- Appraisal of Retail Properties
- Analyzing Operating Expenses
- Tree Trunk Formulas
- Data Confirmation and Verification Methods
- Litigation Skills for the Appraiser
- Land Use Planning and Eminent Domain in Florida
- Valuation of Detrimental Conditions in Real Estate
- The Technology – Assisted Appraiser
- Appraisal Consulting
- Land Valuation Assignments
- Market Analysis & Site to Do Business
- Appraisal Problems Presented in a Mini Case Study Format
- Eminent Domain (CLE)

QUALIFICATIONS OF CHAD G. DURRANCE, MAI
(Continued)

Seminars (Continued)

- Condominiums, Co-Ops, and PUDs
- Spotlight on USPAP: Common Errors and Issues
- Uniform Appraisal Standards for Federal Land Acquisitions
- A Debate on the Allocation of Hotel Total Assets
- Appraisal Curriculum Overview – General

The Appraisal Institute conducts a program of continuing education for its designated members. MAIs and SRAs, who meet the minimum standards of this program, are awarded periodic educational certification. Chad G. Durrance, MAI is certified under this program.

Professional Organizations

- Member of the Appraisal Institute, MAI Designation, Certificate No. 9596
- State-Certified General Real Estate Appraiser (Florida), License No. RZ987.
- Appointment to Regional Ethics and Counseling Panel of the Appraisal Institute (1994-96).
- Member of Association of Eminent Domain Professionals (AEDP).

Experience

- President of Durrance & Associates (1994 to Present)
- Conducted appraisals on vacant lands, commercial and industrial properties, office buildings, apartments, tax credit housing projects, retail stores, income properties, restaurants, banks, residential condominium developments and subdivisions, shopping centers, citrus groves, churches, easements, utility systems, special use projects, and other property types.
- A total of 80% or more of our appraisal assignments are eminent domain related. This has resulted in the appraisal of many different type properties around the state, ranging from simple takings of small residential properties to highly complex partial takings of multi-million dollar properties with unique and challenging valuation issues. A partial listing of some of the more unique and complex assignments includes water reservoirs, flowage easements, gas pipeline easements, electric utility systems, access studies, impact of government regulations on specific property rights, parking loss, condemnation blight and impact on value, leasehold and apportionment analysis, and similar type assignments.
- Appraisals and/or testimony have been conducted for a variety of entities and individuals for the purpose of condemnation, tax planning, apportionment hearings, legal proceedings, investment analysis and Bert Harris Claims.
- Geographic scope of appraisal assignments includes Florida.

ADOPT RESOLUTION 2024-R-185 granting extension to Mullis Lawn Service for turf maintenance at Kay Larkin Airport

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

To renew the Airport Turf Maintenance Contract.

BACKGROUND

On or before July 27, 2019, the City issued an invitation to bid entitled "Palatka Municipal Airport Turf Maintenance," soliciting proposals for mowing and weed eating of airport property owned and operated by the City of Palatka, located at 4015 Reid St. Palatka Florida. The City selected Mullis Lawn Maintenance of Palatka Inc., (Mullis) Mullis' response as being the "lowest and best" bid submitted in response to the invitation to bid. The City entered into a contract with Mullis for a base term of three (3) years, commencing on October 1, 2019, and running through September 30, 2022, which is consistent with the terms and conditions of the invitation to bid and Mullis' response to same. The current contract allowed for one (1) two-year option period under the same terms and conditions of the current contract, which is an annual sum of fifty-one thousand, five hundred forty- eight dollars and four cents (\$51,548.04) per year.

PROJECT ANALYSIS

Staff recommends entering into the second renewal.

Staff Recommendation

Adopt resolution.

ATTACHMENTS

1.	2024-R-185
2.	2024.09.26 Mullis 2nd Renewal
3.	Mullis_First_Amendment_vbt_081922
4.	Mullis Original Contract

**A RESOLUTION OF THE CITY OF PALATKA,
AUTHORIZING THE EXECUTION OF A SECOND
AMENDMENT AND EXTENSION TO THE AIRPORT TURF
MAINTENANCE CONTRACT WITH MULLIS LAWN
MAINTENANCE OF PALATKA, INC., PROVIDING FOR
AN EFFECTIVE DATE; AND PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, on or before July 27, 2019, the City issued an invitation to bid entitled "Palatka Municipal Airport Turf Maintenance," soliciting proposals for mowing and weed eating of airport property owned and operated by the City of Palatka, located at 4015 Reid St. Palatka Florida; and,

WHEREAS, the City selected Mullis Lawn Maintenance of Palatka Inc., (Mullis) Mullis’ response as being the “lowest and best” bid submitted in response to the invitation to bid; and

WHEREAS, the City entered into a contract with Mullis for a base term of three (3) years, commencing on October 1, 2019, and running through September 30, 2022, which is consistent with the terms and conditions of the invitation to bid and Mullis’ response to same; and,

WHEREAS, the current contract allowed for one (1) two-year option period under the same terms and conditions of the current contract, which is an annual sum of fifty-one thousand, five hundred forty- eight dollars and four cents (\$51,548.04) per year.

WHEREAS, the City finds that it is in the best interest of the City to extend the Airport Turf Maintenance contract with Mullis Lawn Maintenance of Palatka Inc., for one (1) year under the same terms and conditions to properly conduct a Request for Proposal (RFP) process without disrupting the current Airport Turf Maintenance contract due to it expiring on September 31, 2024.

- 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 that Second Lease Amendment and Extension; 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 26th day of September 2024.
CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

SECOND AMENDMENT TO CONTRACT AND AGREEMENT

This Second Amendment to the PALATKA MUNICIPAL AIRPORT TURF MAINTENANCE CONTRACT AND AGREEMENT (“herein Contract and Agreement”) is made this 26th day of September 2024, by and between The City of Palatka, a Florida municipal corporation (“herein The City”) and Mullis Lawn Maintenance of Palatka Inc., a Florida for-profit corporation (“herein Mullis”).

BACKGROUND

The City and Mullis entered into a Contract and Agreement which commenced on October 12, 2019, pursuant to which Mullis will provide a turf maintenance service (mowing and landscaping) to certain real property located at the Palatka Municipal Airport situated in Palatka, Florida 32177 as detailed and described in **Exhibit A** (Maintenance Areas); and

A. Paragraph #5, allowed the City to extend the term of the Contract and Agreement for an additional term of two (2) years upon the same terms and conditions as are contained in the contract; and

B. The City and Mullis entered into a First Amendment to Contract and Agreement on August 25, 2024.

NOW THEREFORE, for and in consideration of the covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The City and Mullis intending to be legally bound hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference. All capitalized terms used herein and not otherwise defined in this First Amendment shall have the same meaning as in the Contract and Agreement or amendments thereto.

2. Paragraph #4. the Contract and Agreement is hereby extended for an additional two (2) year term upon the same terms as are contained in the contract dated October 12, 2019.

3. Non-Waiver. Except as expressly amended hereby, the Contract and Agreement shall remain unmodified and in full force and effect. The term “Contract and Agreement” shall mean the Contract and Agreement as amended hereby, and as the City and Mullis may mutually amend it from time to time.

4. SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel,

pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the CITY.

- B. 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.

5. PUBLIC RECORDS

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

b A. Keep and maintain public records required by the CITY to perform services as provided under this Contract.

c 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.

d C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.

e D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the CITY, all public records in possession of the CONSULTANT unless notified by CITY'S representative/liaison, on behalf of the CITY'S Custodian of Public Records, to keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to CITY, upon request of the CITY'S Custodian of Public Records, in a format that is compatible with the information technology systems of CITY, at no cost to CITY. Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. CITY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause.

CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein

IN WITNESS THEREOF, the undersigned, intending to be legally bound hereby, have executed this Second Amendment to the Contract and Agreement as of the day and year first written above.

CITY OF PALATKA

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

MULLIS LAWN MAINTENANCE OF PALATKA INC.,

Signature

Name (type or print): _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence ☐ online notarization, this ____ day of _____, 20____, by _____
(Name of Person Acknowledging).

(Seal)

Signature of Notary Public

Print, Type or Stamp Name of Notary

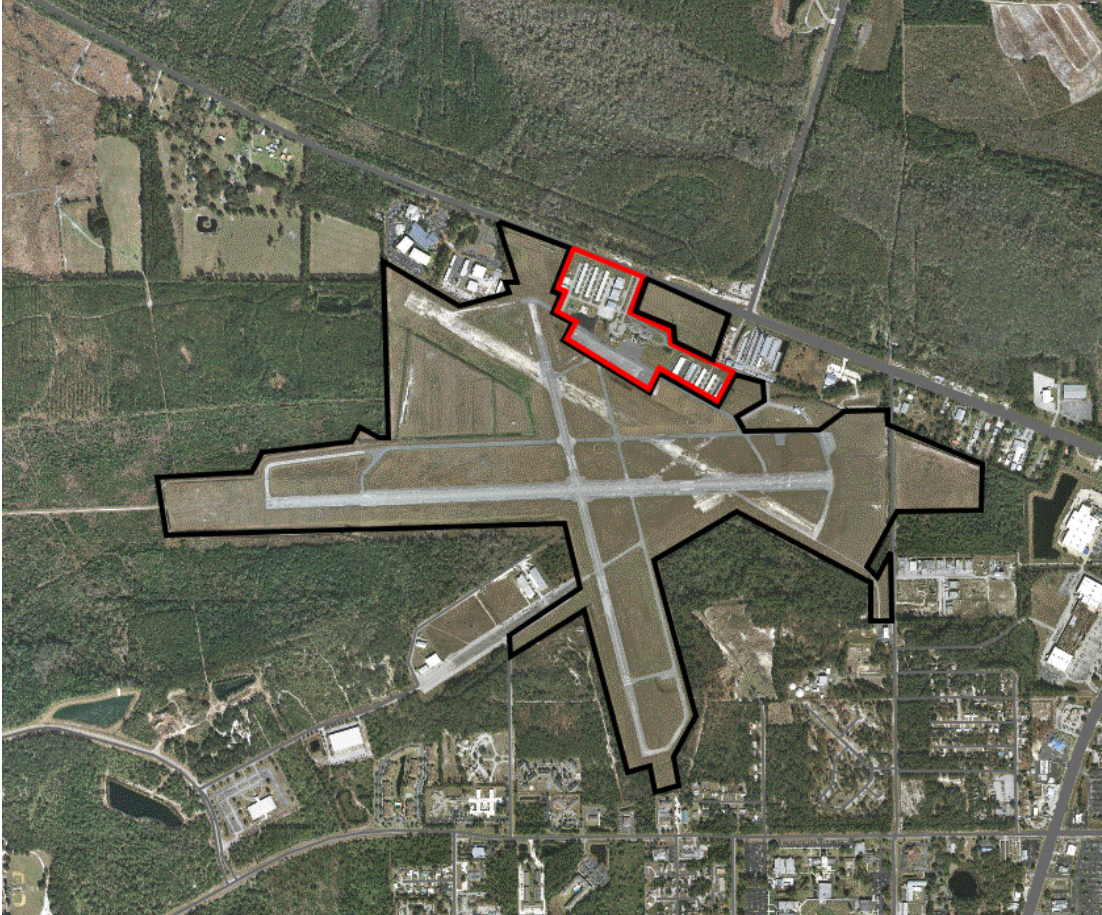
Personally Known: _____

OR Produced Identification: _____

Type of Identification Produced: _____

EXHIBIT A

28J MOWING AND LANDSCAPE MAINTENANCE AREAS



1. Operational Mowing Area outlined in black.
2. Forward-Facing Appearance Mowing Area outlined in red.

FIRST AMENDMENT TO CONTRACT AND AGREEMENT

This First Amendment to the PALATKA MUNICIPAL AIRPORT TURF MAINTENANCE CONTRACT AND AGREEMENT ("herein Contract and Agreement") is made this 05 day of August, 2022, by and between The City of Palatka, a Florida municipal corporation ("herein The City") and Mullis Lawn Maintenance of Palatka Inc., a Florida for-profit corporation ("herein Mullis").

BACKGROUND

A. The City and Mullis entered into a Contract and Agreement which commenced on October 12, 2019, pursuant to which Mullis will provide a turf maintenance service (mowing and landscaping) to certain real property located at the Palatka Municipal Airport situated in Palatka, Florida 32177 as detailed and described in **Exhibit A** (Maintenance Areas); and

B. Paragraph #5, allows the City to extend the term of the Contract and Agreement for an additional term of two (2) years upon the same terms and conditions as are contained in the contract; and

NOW THEREFORE, for and in consideration of the covenants and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The City and Mullis intending to be legally bound hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference. All capitalized terms used herein and not otherwise defined in this First Amendment shall have the same meaning as in the Contract and Agreement or amendments thereto.

2. Paragraph #4. the Contract and Agreement is hereby extended for an additional two (2) year term upon the same terms as are contained in the contract dated October 12, 2019, commencing on October 1, 2022, and expiring on September 30, 2024.

3. Non-Waiver. Except as expressly amended hereby, the Contract and Agreement shall remain unmodified and in full force and effect. The term "Contract and Agreement" shall mean the Contract and Agreement as amended hereby, and as the City and Mullis may mutually amend it from time to time.

IN WITNESS THEREOF, the undersigned, intending to be legally bound hereby, have executed this First Amendment to the Contract and Agreement as of the day and year first written above.



LESSOR:
City of Palatka

By Its Mayor Terrill L. Hill (Seal)
Name: Terrill L. Hill

FIRST AMENDMENT TO CONTRACT AND AGREEMENT

MULLIS LAWN MAINTENANCE OF PALATKA, INCORPORATED

By: Casey Mullis
Signature

Printed Name: CASEY MULLIS

Its: OWNER

STATE OF FLORIDA
COUNTY OF Putnam

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31 day of August, 2022, by Casey Mullis, ☒ who is personally known to me or ☐ who has produced _____ (type of identification) as identification.

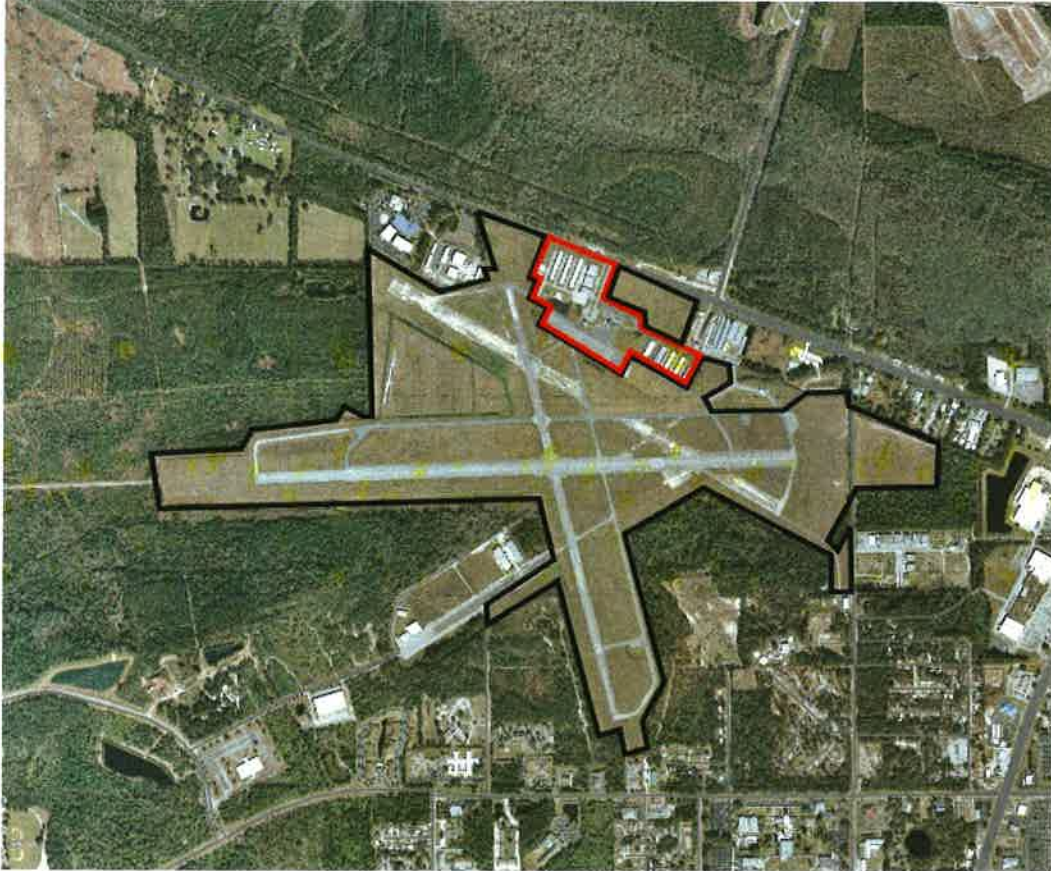


Insley A. Edgar
Notary Public
State of Florida
Comm# HH102370
Expires 3/25/2025

Insley A. Edgar
Notary Public

EXHIBIT A

28J MOWING AND LANDSCAPE MAINTENANCE AREAS



1. Operational Mowing Area outlined in black.
2. Forward-Facing Appearance Mowing Area outlined in red.

CONTRACT AND AGREEMENT

Airport Turf Maintenance

BY THIS DOCUMENT, the City of Palatka, FL, (City) and Mullis Lawn Maintenance of Palatka Inc., (Mullis), in exchange for a good and valuable consideration, the sufficiency and receipt of which of which are hereby acknowledged, have this 10th day of October, 2019 contracted, covenanted, and agreed as follows:

WHEREAS, the City issued an invitation to bid on or about July 27, 2019, entitled "Palatka Municipal Airport Turf Maintenance," soliciting proposals for mowing and weed-eating of airport property owned and operated by the City of Palatka, located at 4015 Reid St. Palatka Florida; and,

WHEREAS, Mullis was one of seven companies that responded to the City's invitation to bid by the response deadline of September 28, 2016; and,

WHEREAS, the invitation to bid and Mullis' response, including exhibits, consisting of thirty-four pages are attached hereto and incorporated by reference and hereafter shall be referred to as collectively as the "bid documents"; and,

WHEREAS, the City has selected Mullis' response as being the "lowest and best" bid submitted in response to the invitation to bid and the City now desires to enter into a contract with Mullis Lawn Maintenance of Palatka Inc. which is consistent with the terms and conditions of the invitation to bid and Mullis' response to same ; and,

NOW, THEREFORE, the City and Mullis, in exchange for good and valuable consideration, the sufficiency and receipt of which they each acknowledge, hereby contract, covenant, and agree as follows;

1. Mullis and the City hereby confirm that they have reviewed the bid documents, including but not limited to, all conditions and provisions specifying the manner in which the work at issue is to be completed and the amount which is to be paid by the City in exchange for the same, and after having reviewed the bid documents, they are entering into this contract voluntary and with the intent to create a legally enforceable agreement.
2. Mullis shall comply in all respects with the terms of the bid documents, including but not limited to the scope of services/specifications and general conditions contained therein. Read in conjunction, the bid documents shall define the obligations and rights of the parties hereto. Any failure of the parties to comply with the terms and conditions of the bid documents shall be considered a breach of the terms of the contract between the parties.

3. Before any work associated with this contract begins, Mr. Mullis shall provide the City with evidence that he is properly licensed and fully insured.

4. The term of this agreement shall be for a three (3) year period, commencing on October 1, 2019 and running through September 30, 2022.

5. Upon favorable review of Mullis' performance during the initial three-year term of this agreement, the City reserves the right to offer to extend this contract for an additional term of two years upon the same terms and conditions as are contained in the contract. The City's offer will be provided, if at all, in writing, at least 30 days prior to the end of the initial term of the contract. The offer will be considered to have been withdrawn if not accepted by Mullis in writing by notice delivered to City by the end of business on the last day of the initial term of the contract.

6. Mullis and the City hereby confirm that in undertaking to perform this agreement, Mullis is not acting in the capacity of an employee or agent of the City but is instead acting in the role of an independent contractor.

7. In exchange for performance of Mullis' obligations as specified in the bid documents, the City shall pay to Mullis the sum of fifty-one thousand, five hundred forty-eight dollars and four cents (\$51,548.04) per year with the sum to be disbursed in monthly payments of four thousand, two hundred ninety-five dollars and six cents (\$4,295.67). Payment procedures will be as follows: Mullis Lawn Maintenance of Palatka Inc. is to submit monthly invoices on or before the first of each month for work accomplished during previous month. Airport Manager will prepare a purchase order request for the invoiced amount and forward both documents to the finance department at City Hall. Following receipt of the purchase order request and invoice, the finance department will prepare and mail checks to Mullis Lawn Maintenance of Palatka Inc. within 45 days of the date on each invoice.

8. City reserves the right, in its sole and absolute discretion, to increase or decrease the area to be mowed by Mullis under the terms of this agreement, provided that the amount of increase or decrease shall not be more than 10 % of the area scope of work as described in the bid documents. Should the amount of area to be mowed be increased or decreased as specified above, Mullis' compensation for mowing shall be adjusted based upon the "cost per acre" of mowing, as derived from an analysis of the bid documents (total payment attributed to mowing divided by the area to be mowed as contemplated by the bid documents). Should the scope of work (weed-eating or other than mowing) increase or decrease, the contract shall be adjusted to an amount agreed upon by both parties. In the event of adjustment to the scope of work (mowing or weed eating, etc.) this agreement shall be modified in writing to reflect the change. City reserves the right, in its sole and absolute discretion, to increase or decrease the area to be mowed by Mullis under the terms of this agreement, provided that the amount of increase or decrease shall not be more than ten percent

(10%) of the area specified in the bid document

9. Mullis Lawn Maintenance of Palatka Inc. shall hold the City harmless, and indemnify the City, for any damages, costs or expenses incurred by the City and arising from the actions or omissions of Mullis, its agents, or employees in connection with and/or arising from this contract, including all costs and expenses incurred by the City (including but not limited to reasonable attorney's fees) in defending itself against any claims, demands, or suits which arise from Mullis' actions or omissions while attempting to perform the contract.

10. In the event of any dispute or litigation between the parties arising from this contract, the prevailing party shall be entitled to collect from the losing party, all costs and expenses incurred by the prevailing party as a result of said dispute or litigation.

11. In the event of any litigation arising from this contract, venue for such proceedings shall be established within the court of appropriate jurisdiction within Putnam County, FL, and the laws of the State of Florida shall apply.

12. This contract will be deemed to have taken effect as of the 1st day of October, 2019.

HAVING READ THE ABOVE AND BEING FULLY INFORMED REGARDING THE TERMS AND CONDITIONS CONTAINED HERE IN (INCLUDING THOSE CONTAINED WITHIN THE ATTACHED BID DOCUMENTS WHICH ARE INCORPORATED BY REFERENCE HEREIN), AND HAVING HAD OR HAVING HAD THE OPPORTUNITY TO, CONSULT WITH AN ATTORNEY OF THEIR RESPECTIVE CHOICES, THE PARTIES HAVE KNOWINGLY AND VOLUNTARILY SET FORTH THEIR SIGNATURES BELOW AS EVIDENCE OF THEIR INTENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

THIS SECTION NOT USED

IN WITNESS WHEREOF, the parties have executed this lease in Palatka, Putnam County, Florida, this 6th day of January, 2020.

Casey E. Mullis

By: Casey E. Mullis, President
Mullis Lawn Maintenance of
Palatka Inc.

Betsy J. Driggers
Attest: Betsy Driggers- City Clerk
CITY OF PALATKA, Florida

Terrill L. Hill
Terrill L. Hill – Mayor
CITY OF PALATKA, FLORIDA

William Shanahan
William Shanahan, City Manager
CITY OF PALATKA, FLORIDA

**STATE OF FLORIDA
COUNTY OF PUTNAM**

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Terrill L. Hill, Bill Shanahan and Betsy J. Driggers, the Mayor, City Manager and City Clerk for the City of Palatka, to me personally known or who have presented a driver's license as identification and reported to be the persons described in and who executed the foregoing lease, and they acknowledged before me that they executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in Palatka, Putnam County and State of Florida, this 6th day of January 2020.



Carra McCoy
Notary Public
My Commission Expires: 11/6/23

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Casey E. Mullis, to me personally known or who have presented a driver's license as identification and reported to be the person described in and who executed the foregoing lease, and he acknowledged before me that he executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in Palatka, Putnam County and State of Florida, this 8th day of January 2020.



Carra McCoy
Notary Public
My Commission Expires: Nov. 6, 2023

- Attch. 1 ea. Copy of Invitation to Bid (including attachments)
1. ea. Copy of Mullis' response to Bid (including attachments)

RESOLUTION No. 2019-R-113

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AWARDING ITB No. 2019-14 TO MULLIS LAWN SERVICE AND
AUTHORIZING EXECUTION OF A THREE-YEAR CONTRACT
FOR AIRPORT TURF MAINTENANCE IN AN AMOUNT NOT TO
EXCEED \$51,548 PER YEAR**

WHEREAS, On July 27, 2019, Invitation to ITB No. 2019-14 was advertised for Palatka Airport Turf Maintenance; and

WHEREAS, on August 28, 2019, seven (7) proposals were received; and

WHEREAS, Mullis Lawn Maintenance was the lowest local bidder, and in accordance with the City's Local Preference Purchasing Policy, has submitted a letter within the prescribed time frame agreeing to match the lowest bid received, which was \$51,548 per year; and

WHEREAS, on 9/26/19 the Palatka City Commission took action to award the bid to Mullis Lawn Service; and

WHEREAS, this Resolution serves to memorialize the bid award to Mullis Lawn Service at the "local preference" agreed-upon amount not to exceed \$51,548 per year.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida hereby awards ITB 2019-14, Airport Turf Maintenance, and authorizes execution of a three-year contract with Mullis Lawn Service, in accordance with the scope of the bid requirements, in an amount not to exceed \$51,548 per year.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of October, 2019.



ATTEST:

Betsy Duggan
CITY CLERK

CITY OF PALATKA

[Signature]
By: HIS MAYOR

**APPROVED AS TO FORM
AND CORRECTNESS:**

[Signature]
CITY ATTORNEY

ADOPT RESOLUTION 2024-R-198 awarding ITB 2024-18 Airport Obstruction and Tree Removal and authorizing the execution of the contract with Precision Development Group, LLC in the amount of \$256,617.38. (100% grant funded)

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City is requesting authorization to enter into contract with Precision Development Group, LLC for the Airport Obstruction and Tree Removal project.

BACKGROUND

The project includes clearing, grubbing, filling, and rough grading of a 2/5 acre forested freshwater wetland area within the approach to Runway 35. Also included is isolated tree removal within the approaches to Runway 9 and 27.

PROJECT ANALYSIS

Project is funded through FDOT grant and allocated in FY '24-25 budget. 005-00-389-3-8923 / 005-05-542-8-6311

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-198 authorizing Contract with Precision Development Group LLC
2.	ROA letter PAL.069R Obstruction Tree Removal
3.	Notice of Award
4.	Precision Development Group (1)
5.	Precision Development Group (2)
6.	Bid Tab Sheet

RESOLUTION NO. 2024-R-198

**A RESOLUTION AUTHORIZING AWARD OF ITB 2024-18,
AND EXECUTION OF A CONTRACT TO PRECISION
DEVELOPMENT GROUP, LLC FOR AIRPORT
OBSTRUCTION AND TREE REMOVAL; AND
PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, on August 29, 2024 the City of Palatka received five bids for ITB 2024-18, Airport Obstruction and Tree Removal (PROJECT), and;

WHEREAS Passero Associates, the engineer of record, has recommended award to Precision Development Group, LLC as the lowest and most responsive bidder at \$256,617.80; and

WHEREAS, the City deems it reasonable and necessary to execute a contract with Precision Development Group, LLC for the **Project**.

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

1. the Mayor and City Clerk are hereby authorized to execute and attest a Contract for an amount not to exceed \$256,617.80 with Precision Development Group, LLC for Airport Obstruction and Tree Removal; and
2. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which of not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 24th day of September 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney



September 18, 2024

Ms. Marcia Carty, Interim City Manager
City of Palatka
201 North 2nd Street
Palatka, FL 32177

Reference: **Recommendation of Award**
 Airport Obstruction & Tree Removal
 Palatka Municipal Airport
 PA Project Number 24000010.0069

Dear Ms. Carty:

Passero Associates has reviewed the five (5) bids that were received on August 29, 2024, at 2:00PM for the Airport Obstruction & Tree Removal project at the Palatka Municipal Airport (28J). The bids were publicly opened and read at City Hall. This letter serves as Passero Associates recommendation to award the construction contract to Precision Development Group of Pomona Park, Florida.

Passero Associates performed a review of Precision Development Group, LLC's, responsibility by researching the following:

- Precision Development Group, LLC is a licensed Certified Underground Utility and Excavation Contractor CUC1226136 in the State of Florida. (Expires 8/31/2026)
- Precision Development Group, LLC did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- Precision Development Group, LLC did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers or on the Willful Violators List.
- Precision Development Group, LLC does not have a history of violations or current (open) violations with the U.S. Department of Labor, Office of Safety and Health Administration (OSHA) for safety violations.
- Precision Development Group, LLC has been a licensed business with the State of Florida since August of 2017.
- Precision Development Group, LLC has successfully completed similar land clearing projects for other municipalities in the area.

A Bid Tabulation showing a summary of the bids received alongside the Engineer's Estimate of Probable Construction Cost is enclosed for your review. Precision Development Group, LLC., is the

low bidder with a Base Bid amount of \$212,457.38, Bid Additive 1 amount of \$37,720.00, a Bid Additive 2 amount of \$6,440.00 and a total bid amount (Base Bid plus Bid Additives 1 & 2) of \$256,617.38.

Note that wetland mitigation is required for the Base Bid construction and must be accomplished before construction work commences. Mitigation costs are estimated at \$161,200. A final determination of wetland mitigation costs is forthcoming following finalization of wetland permitting and a contract offer by the wetland mitigation bank. Work to complete this effort is underway and Passero expects this process to be completed within 90 to 120 days. Based on the FDOT PTGA grant, the bid amount received plus the estimated wetland mitigation cost are within the funding budget.

Based on all of this information, Passero recommends that the Base Bid, Bid Additive No. 1, and Bid Additive No. 2 be awarded to Precision Development Group, LLC, in the total amount of two hundred fifty-six thousand six hundred seventeen dollars and thirty-eight cents (\$256,617.38), contingent upon determination of wetland mitigation costs.

A copy of the updated Precision Development Group, LLC Contract Agreement and Notice of Award are enclosed for your use and review.

We have also enclosed for your consideration and approval, the Passero Associates, LLC Work Order 24-69R for Construction Administration, Construction Observation, and Grants Administration in the amount of thirty-four thousand eight hundred dollars and zero cents. (\$34,800.00).

If you have any questions or require additional information, please contact me.

Respectfully Submitted,

Passero Associates, LLC



Matt Singletary, P.E.
Project Manager

attach: Bid Tabulation
Contract Agreement & Notice of Award
PA Work Order 24-69R

cc: Yul McNair, Airport Manager
Brad Wente, Passero Associates

BID TABULATION
PROJECT: Airport Obstruction & Tree Removal
AIRPORT/CLIENT NAME: City of Palatka
PA PROJECT NUMBER: 24000010.0069



BASE BID				ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST		CGC, INC.		COLLINS LAND SERVICES, INC.		HALIFAX PAVING, INC.		LOW BIDDER		PRECISION DEVELOPMENT GROUP		SALGADO TREE TRIMMING LLC	
PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST [\$]	TOTAL COST [\$]	UNIT COST [\$]	TOTAL COST [\$]	UNIT COST [\$]	TOTAL COST [\$]	UNIT COST [\$]	TOTAL COST [\$]	UNIT COST [\$]	TOTAL COST [\$]	UNIT COST [\$]	TOTAL COST [\$]	UNIT COST [\$]	TOTAL COST [\$]
C-102-5.1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL (RW 35 END WETLAND CLEAR/FILL AREA)	1	LS	\$ 3,750.00	\$ 3,750.00	\$ 48,200.00	\$ 48,200.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,753.33	\$ 6,753.33	\$ 2,500.00	\$ 2,500.00		
C-103-8.1	PROJECT SURVEY AND STAKEOUT	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,633.00	\$ 5,633.00	\$ 2,500.00	\$ 2,500.00		
C-105-6.1	MOBILIZATION (SHALL BE LIMITED TO 10% OF THE TOTAL PROJECT COST)	1	LS	\$ 27,765.00	\$ 27,765.00	\$ 61,092.00	\$ 61,092.00	\$ 43,750.00	\$ 43,750.00	\$ 15,000.00	\$ 15,000.00	\$ 12,750.00	\$ 12,750.00	\$ 10,500.00	\$ 10,500.00		
C-106-4.1	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 144,260.00	\$ 144,260.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,040.00	\$ 12,040.00	\$ 5,000.00	\$ 5,000.00		
P-151-4.2	CLEARING AND GRUBBING (RW 35 END WETLAND AREA)	3	AC	\$ 50,000.00	\$ 125,000.00	\$ 15,700.00	\$ 47,100.00	\$ 30,000.00	\$ 90,000.00	\$ 25,000.00	\$ 75,000.00	\$ 11,777.78	\$ 35,333.33	\$ 8,500.00	\$ 25,500.00		
P-151-4.3A	ISOLATED TREE REMOVAL, WITHOUT GRUBBING, ON-AIRPORT (RW 9 END), LEAVE FELLED TREE IN PLACE	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 1,100.00	\$ 5,500.00	\$ 500.00	\$ 2,500.00	\$ 1,500.00	\$ 7,500.00	\$ 280.00	\$ 1,400.00	\$ 500.00	\$ 2,500.00		
P-151-4.3B	ISOLATED TREE REMOVAL, WITHOUT GRUBBING, ON-AIRPORT (RW 27 END)	5	EA	\$ 4,000.00	\$ 20,000.00	\$ 2,000.00	\$ 10,000.00	\$ 1,500.00	\$ 7,500.00	\$ 1,500.00	\$ 7,500.00	\$ 550.00	\$ 2,750.00	\$ 500.00	\$ 2,500.00		
P-152-4.4	IMPORTED FILL & ROUGH GRADING (RW 35 END WETLAND FILLING)	10,000	CY	\$ 10.00	\$ 100,000.00	\$ 28.00	\$ 280,000.00	\$ 21.00	\$ 210,000.00	\$ 18.00	\$ 180,000.00	\$ 12.04	\$ 120,391.66	\$ 28.50	\$ 285,000.00		
T-901-5.1	HYDROSEEDING (OR ON SITE MULCHING OF REMOVED TREES)	3	AC	\$ 4,000.00	\$ 11,400.00	\$ 6,700.00	\$ 19,095.00	\$ 6,500.00	\$ 18,525.00	\$ 2,000.00	\$ 5,700.00	\$ 5,405.63	\$ 15,406.06	\$ 7,500.00	\$ 22,500.00		
SUBTOTAL - BASE BID				\$ 315,415.00		\$ 622,747.00		\$ 399,775.00		\$ 320,700.00		\$ 212,457.38		\$ 358,500.00			

BID ADDITIVE NO 1 - RW 27 END TREE REMOVAL				ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST		CGC, INC.		COLLINS LAND SERVICES, INC.		HALIFAX PAVING, INC.		PRECISION DEVELOPMENT GROUP		SALGADO TREE TRIMMING LLC	
PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]
C-102-5.1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	\$ 3,750.00	\$ 3,750.00	\$ 73,115.00	\$ 73,115.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,870.00	\$ 4,870.00	\$ 2,500.00	\$ 2,500.00
C-103-8.1	PROJECT SURVEY AND STAKEOUT (VERIFY AIRPORT PROPERTY BOUNDARY LINE & MARK IN THE FIELD)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,250.00	\$ 3,250.00	\$ 2,500.00	\$ 2,500.00
P-151-4.1	CLEARING	1	AC	\$ 25,000.00	\$ 25,000.00	\$ 34,057.00	\$ 34,057.00	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 29,600.00	\$ 29,600.00	\$ 29,000.00	\$ 29,000.00
SUBTOTAL - BID ADDITIVE 1				\$33,750.00		\$111,172.00		\$57,500.00		\$47,500.00		\$37,720.00		\$34,000.00	

BID ADDITIVE NO 2 - ISOLATED TREE REMOVAL				ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST		CGC, INC.		COLLINS LAND SERVICES, INC.		HALIFAX PAVING, INC.		PRECISION DEVELOPMENT GROUP		SALGADO TREE TRIMMING LLC	
PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]	UNIT PRICE [\$]	TOTAL [\$]
P-151-4.3	ISOLATED TREE REMOVAL, ON AIRPORT, WITHOUT GRUBBING (RW 9, 27, & 35 ENDS)	25	EA	\$ 3,000.00	\$ 75,000.00	\$ 2,000.00	\$ 50,000.00	\$ 1,500.00	\$ 37,500.00	\$ 1,500.00	\$ 37,500.00	\$ 257.60	\$ 6,440.00	\$ 300.00	\$ 7,500.00
SUBTOTAL - BID ADDITIVE 2				\$75,000.00		\$50,000.00		\$37,500.00		\$37,500.00		\$6,440.00		\$7,500.00	

										LOW BIDDER		PRECISION DEVELOPMENT GROUP		SALGADO TREE TRIMMING LLC	
				ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST		CGC, INC.		COLLINS LAND SERVICES, INC.		HALIFAX PAVING, INC.					
TOTAL BASE BID :				TOTAL BID:	\$ 315,415.00	TOTAL BID:	\$ 622,747.00	TOTAL BID:	\$ 399,775.00	TOTAL BID:	\$ 320,700.00	TOTAL BID:	\$ 212,457.38	TOTAL BID:	\$ 358,500.00
TOTAL BASE BID + BID ADD NO. 1				TOTAL BID:	\$ 349,165.00	TOTAL BID:	\$ 733,919.00	TOTAL BID:	\$ 457,275.00	TOTAL BID:	\$ 368,200.00	TOTAL BID:	\$ 250,177.38	TOTAL BID:	\$ 392,500.00
TOTAL BASE BID + BID ADD NO. 1 + BID ADD NO. 2				TOTAL BID:	\$ 424,165.00	TOTAL BID:	\$ 783,919.00	TOTAL BID:	\$ 494,775.00	TOTAL BID:	\$ 405,700.00	TOTAL BID:	\$ 256,617.38	TOTAL BID:	\$ 400,000.00

CONTRACT AGREEMENT
City of Palatka

THIS AGREEMENT, made as of _____ is **BY AND BETWEEN**

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

And the CONTRACTOR: Precision Development Group, LLC
 380 Sisco Road
 Pomona Park, FL 32181

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Palatka Municipal Airport** generally described as follows;

Airport Obstruction & Tree Removal hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Bid and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Total Contract Amount

two hundred fifty-six thousand six hundred seventeen dollars and thirty-eight cents

(Amount in Written Words)

\$ 256,617.38

(Amount in Numerals)

Subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **one hundred twenty (120)** calendar days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$100.00** per calendar day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this agreement the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

- b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

Contractor shall indemnify and hold harmless County and all of County's elected officials, officers, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs to the extent caused by the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under this Agreement. Contractor recognizes this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this

Agreement shall not relieve Contractor of its liability and obligation to hold harmless and indemnify County as set forth in this provision.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Fla. Statue.

Article 10 – Section 119.0701 Florida Statutes

Contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Contractor in accordance with the terms of this Agreement.

Specifically, but not by way of limitation, Contractor shall:

- i Keep and maintain public records required by County to perform the service;
- ii Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii 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 term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to County; and
- iv Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of the services, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the services, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of County, or his/her designee.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
TELEPHONE: (352) 386-329-0100 E-MAIL: skrantz@Palatkafl.org
MAILING ADDRESS: 201 N. Second Street, Palatka, FL 32177

Article 11 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 12 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

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

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title

CONTRACTOR

Name: Precision Development Group, LLC
Address: 380 Sisco Road
Pomona Park, FL 32181

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the City of Palatka do hereby certify as follows:

I have examined the attached contract (s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly authorized; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: _____

PERFORMANCE BOND**Bond Number**PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)***OBLIGATION**

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Palatka, 201 N. 2nd Street, Palatka, FL 32177**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **Airport Obstruction & Tree Removal**

Project Location: **Palatka Municipal Airport, Palatka, FL**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

Signatures on next page

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

PAYMENT BOND**Bond Number**PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)***OBLIGATION**

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **City of Palatka, 201 N. 2nd Street, Palatka, FL 32177**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **Airport Obstruction & Tree Removal**

Project Location: **Palatka Municipal Airport, Palatka, FL**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

Signatures on next page

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF PUTNAM

THIS CONTRACT AWARD made this _____

by the **City of Palatka, Florida**, hereinafter called the OWNER, to Precision Development Group, LLC
hereinafter called the CONTRACTOR, is for the completion of a certain project described as:

Airport Obstruction & Tree Removal:

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

Commencement of work under this contract shall begin not less than five (5) nor more than ten (10) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **one hundred twenty (120)** calendar days after that specified date unless otherwise subsequently agreed.

OWNER: **City of Palatka, Florida**

By: _____
Printed Name

Signature

Title

Acknowledgement of Receipt of Contract Award by Contractor, Precision Group Development, LLC

Mitch McQuaig _____
Printed Name

Signature

Principal Owner _____
Title

Date



Palatka Municipal Airport

Airport Obstruction & Tree Removal

Construction Phase Services

Construction Administration, Periodic Construction Monitoring &
Observation, & Grant Administration Assistance

by

Passero Associates, LLC
(Passero Project No. 24000010.069R)

Work Order 24-69R

Work Order 24-69R
Palatka Municipal Airport, Palatka, Florida
Construction Administration, Periodic Construction Monitoring & Observation,
and Grants Administration Assistance

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, and Schedule C – Required Federal Contract Provisions.

Project Location: Palatka Municipal Airport, Palatka, Florida.

Project Description: The project consists of pavement rehabilitation in the area of the fueling apron and west hangar buildings.

Scope of Basic Services: Construction Administration, Periodic Construction Monitoring & Observation, and Grant Administration Assistance (See Schedule A: Scope of Work).

Scope of Special Services: Not Applicable.

Client Manager: Yul McNair, Airport Manager.

PA Program Manager: Matt Singletary, P.E.

PA Project Manager: Matt Singletary, P.E.

Basic Services Compensation & Method of Payment: Lump Sum (Not-to-Exceed) \$ 34,800.00

Special Services Compensation & Method of Payment: NA

Total Project Cost: Lump Sum (Not-to-Exceed) \$ 34,800.00

Schedule: As presented and assigned by the City.

Meetings: Final Inspection Meeting, and as requested and assigned by the City.

Deliverables: 1. Construction-phase, project administration services.
2. Periodic observation and on-site monitoring of contractor progress.
3. Project and Grant Closeout Documents.

"Consultant"
Passero Associates, LLC

"Client"
City of Palatka, Florida

BY: Bradley J. Wente

BY: _____

Bradley J. Wente, P.E.
Typed Name

Troy Bell
Typed Name

Title: Vice President

Title: City Manager

ATTEST:

ATTEST:

BY: Angela Witt

BY: _____

Angela Witt, Contracts/Grants Administrator
Name, Title

Sunni Krantz, City Clerk
Name, Title

Date: September 12, 2024

Date: _____

Schedule A: Scope of Work
Palatka Municipal Airport, Palatka, Florida
Construction Administration, Periodic Construction Monitoring & Observation,
and Grant Administration Assistance

I. Project Description

The Base Bid includes clearing, grubbing, filling, & rough grading of a 2.5 acre forested freshwater wetland area within the approach to Runway 35. Also included is isolated tree removal within the approaches to Runway 9 and 27.

Bid Additive No. 1 includes clearing, without grubbing of stumps or roots, within the same 1-acre area within the approach to RW 27.

Bid Additive No. 2 includes isolated tree removal, without grubbing, within the approach to Runway 9, 27, and 35.

Five (5) bids were received and publicly opened and read on August 29, 2024. The total price bid ranges from \$256,617.38 to \$783,919.00 with an average total price bid of \$468,202.28.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following Basic Services to the City of Palatka ('City' or 'Client'):

A. Construction Administration and Periodic Construction Monitoring and Observation

Passero will provide the following basic services (construction administration for construction duration (120 calendar days), plus pre-construction services (30+ calendar days) and closeout services (30+ calendar days)) to assist the Client with the construction administration phase of the project.

The Consultant shall provide construction administration support by an engineer, inspector and supporting professional staff that will:

1. Assist the Client in managing the technical and administrative components of the project.
2. Provide periodic updates to the Client, as requested throughout the life of the project.
3. Provide consultation and advice to the Client during construction, including attending a pre-construction conference, attendance at construction coordination meetings and other meetings required during the course of construction. Prepare, review, and distribute minutes of these meetings, if applicable.
4. Review contractor submittals, such as construction schedules and phasing schedules, shop drawings, product data, catalog cuts, and samples, for conformance with the construction contract requirements.
5. Review, with the Client, alternative construction methods proposed by the contractor.
6. Review and process supplemental drawings and change orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions.
7. Interpret the requirements of the contract documents for the Client.
8. Review and furnish the Client one reproducible set of the record drawings (to be completed by the contractor) for the completed project.
9. Participate in the pre-final and final inspections of the completed project with Client and the contractor.

B. Construction Observation Phase

This Phase is field based. The Consultant will be providing periodic monitoring and observation services on the construction site. Periodic observation services include two 8-hour days per week over the 120-day project duration (35 days total). Please note that exact time spent per week may fluctuate based on the criticality of the work activities being performed at that time. The Consultant shall assist the Client by providing the following services:

In the construction observation phase, the Consultant shall provide on-site monitoring of construction procedures by a part-time Resident Inspector and supporting staff who will:

1. Conduct on-site observations and monitor the construction activities to assess compliance with the intent of the design.
2. Report regularly to the Client pertaining to the construction progress and, based on on-site observations, its compliance to the project plans and specifications.
3. Review the construction schedule prepared by the contractor for compliance with the contract and give written advice to the Client concerning its acceptability.
4. Attend, conduct, and prepare meeting minutes for pre-construction conference, pre-paving conference, bi-weekly construction progress meetings, and any other special meetings as needed or required.
5. Review the Contractor's Quality Control Plan for conformance with Contract requirements. Verify that material testing required by the Contract Documents is performed and documented. Coordinate Quality Assurance (Owner's) material testing.
6. Provide a written field report with photographs for all site visits performed and maintain a project record documenting construction activities observed.
7. Measure, compute or check quantities of work performed and quantities of materials in-place for use in the preparation of the Contractor's progress and final payment applications.
8. Prepare, review and approve monthly and final payments to the contractor.
9. Develop and confirm final punch list completion.
10. Compile all testing results, reports and records required for project closeout.
11. Assist Client with the Project Closeout.

C. Grants Administration Assistance

1. Assist in the preparation of reimbursement request package, coordination of execution by City, and submissions to the FDOT.
2. Assist City in compiling and submitting necessary project reports and closeout documents required by the FDOT.
3. Serve as liaison for the City with FDOT, as needed.

D. Meetings and Deliverables

1. Passero Associates will prepare for and attend the following meetings:
 - Pre-Construction Meeting
 - Periodic Construction Progress Meetings
 - Pre-Final and Final Construction Inspection Walk-Through Meetings
2. Passero Associates will provide the following deliverables to the Client:
 - Periodic Progress Reports
 - Project Closeout Documents

D. Clarification of Responsibility

The Client acknowledges that the Contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner. Passero Associates' (Consultant's) construction-phase work tasks for the Project are limited to those specified in this Scope of Work.

The Client acknowledges that at no time will Passero Associates' responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors or suppliers.

The Client acknowledges that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of Passero field representatives nor the observation of the work by Passero representatives shall excuse the Contractor in any way from defects discovered in the Work.

The Client acknowledges that the Contractor is responsible for project site safety. Passero staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

If construction extends the anticipated completion date, a supplemental Work Order to extend Passero Associates' services may be required.

III. Special Services

- A.** Not Applicable.

IV. Other Considerations

- A.** Additional Services that may be required during the life of the project (90 calendar days), shall be performed, as agreed upon by the City and Consultant, and as approved, in writing, by the City, with concurrence from FDOT, prior to such services being rendered or performed.
- B.** The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero shall have the right to rely on this data and Passero is not responsible for data that is not provided for in the course of this Agreement.

END OF SCOPE OF WORK

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF PUTNAM

THIS CONTRACT AWARD made this _____

by the **City of Palatka, Florida**, hereinafter called the OWNER, to Precision Development Group, LLC
hereinafter called the CONTRACTOR, is for the completion of a certain project described as:

Airport Obstruction & Tree Removal:

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared by:

Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

Commencement of work under this contract shall begin not less than five (5) nor more than ten (10) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **one hundred twenty (120)** calendar days after that specified date unless otherwise subsequently agreed.

OWNER: **City of Palatka, Florida**

By: _____
Printed Name

Signature

Title

Acknowledgement of Receipt of Contract Award by Contractor, Precision Group Development, LLC

Mitch McQuaig
Printed Name

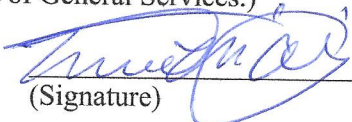
Signature

Principal Owner
Title

Date

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY
CRIME (2 of 2)**

- ____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- X The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

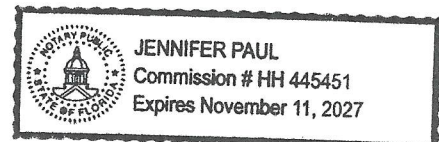
Date: 8-13-24

STATE OF FLORIDA
COUNTY OF Putnam

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 13 day of August, 2024, and is personally known to me, or has provided _____ as identification.


Notary Public

My Commission expires:



COMPONENT COST CALCULATION TABLE (ATTACHMENT TO BUY AMERICA WAIVER REQUEST)

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete.
- The bidder/contractor shall submit the signed component cost calculation table to the Owner as an attachment to the waiver request
- The component breakout shall be along major components of the equipment.
- Submit separate calculation for each different equipment types. Do not combine the component cost calculations of different types of equipment.
- For Airfield development projects, equipment is defined as the "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53 and the b) individual bid items as established within FAA Advisory Circular 150/5370-10. The individual bid item method may not be applied to the "L" type items.

Equipment Type: N/A

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of USA Manufactured Components/Subcomponents

Sum of US Manufactured Component/Subcomponent Costs:

Sum of all Equipment Components and Subcomponents:

Percentage of Equipment Components Manufactured in the United States:

Place of Final Assembly:

Certification Signature

I hereby certify the above information is accurate and complete.

Bidder's Firm Name _____ Date _____

Signature _____

INSURANCE (1 OF 3)

BIDDER'S PRESENT INSURANCE COVERAGE

INSURANCE REQUIREMENTS FOR THIS PROJECT

TYPE OF INSURANCE

TYPE OF INSURANCE

General Liability:	Coverage Limits Each Occurrence	Coverage Limits Aggregate	General Liability:	Coverage Limits Each Occurrence	Coverage Limits Aggregate	Extra Premium cost (if any)
Bodily Injury, Personal Injury, Sickness, Disease or Death	\$ <u>1,000,000</u>	\$ <u>2,000,000</u>	Bodily Injury, Personal Injury, Sickness, Disease or Death	\$1,000,000.00	\$3,000,000.00	\$ <u>5,000.00</u>
Property Damage	\$ <u>1,000,000</u>	\$ <u>2,000,000</u>	Property Damage	\$1,000,000.00	\$3,000,000.00	\$ <u>1</u>
BI & PD Combined	\$ <u>1,000,000</u>	\$ <u>2,000,000</u>	BI & PD Combined	\$1,000,000.00	\$3,000,000.00	\$ <u>1</u>
Does policy provide blanket broad form contractual liability coverage? (check one)	Yes <u> </u> No <u>X</u>		Policy must provide blanket broad form contractual liability coverage			\$ <u>5000.00</u>
Does policy provide coverage for completed operations? (check one)	Yes <u>X</u> No <u> </u>		Policy must provide coverage for completed operations	\$750,000.00	\$750,000.00	\$ <u>0</u>
Does policy have standard collapse and underground hazards exclusions removed? (check one)	Yes <u> </u> No <u>X</u>		Policy must have standard collapse and underground hazards exclusions removed	\$500,000.00	\$500,000.00	\$ <u>1000.00</u>
Automobile Liability:	Coverage Limits	Coverage Limits	Automobile Liability:	Coverage Limits	Coverage Limits	Extra Premium
Bodily Injury (per person)	Each Occurrence	Aggregate	Bodily Injury (per person)	Each Occurrence	Aggregate	Cost (if any)
\$ <u>1,000,000</u>	\$ <u>1,000,000</u>	\$ <u>2,000,000</u>	\$1,000,000.00	\$1,000,000.00		
\$ <u>1,000,000</u>	\$ <u>1,000,000</u>	\$ <u>2,000,000</u>	\$3,000,000.00	\$3,000,000.00		
\$ <u>1,000,000</u>	\$ <u>1,000,000</u>	\$ <u>2,000,000</u>	\$1,000,000.00	\$1,000,000.00		

BI & PD Combined

\$ 1,000,000 combined

Does policy cover the following vehicles:

Owned? (check one)	Yes ☒	No ☐
Non-Owned? (check one)	Yes ☐	No ☒
Hired? (check one)	Yes ☐	No ☒

Policy must cover the following:

Owned vehicles	\$1,000,000.00
Non-Owned Vehicles	\$1,000,000.00
Hired Vehicles	\$1,000,000.00

\$ 1,000,000
\$
\$
\$

*I have spoke with our provider
and coverage for this will be
added if awarded job*

INSURANCE (2 OF 3)

BIDDER'S PRESENT INSURANCE COVERAGE

INSURANCE REQUIREMENTS FOR THIS PROJECT

TYPE OF INSURANCE

TYPE OF INSURANCE

<u>Excess Liability:</u>	<u>Coverage Limits Each Occurrence</u>	<u>Coverage Limits Aggregate</u>	<u>Excess Liability:</u>	<u>Coverage Limits Each Occurrence</u>	<u>Coverage Limits Aggregate</u>	<u>Extra Premium cost (if any)</u>
Umbrella Form	\$ <u>0</u>	\$ <u>0</u>	Following-form Umbrella Policy		\$1,000,000.00	\$ <u>2,000.00</u>
Other than Umbrella Form	\$ <u>0</u>	\$ <u>0</u>				\$ <u>1,000.00</u>
Does policy follow form with primary general liability coverage? (check one)						
	Yes <u>X</u>	No <u> </u>				
Is there a deductible? (check one)						
	Yes <u>X</u>	No <u> </u>				
If yes, how much? \$ <u>1,000.00</u>						
Is there a gap between primary coverage and excess liability coverage (other than the deductible)? (Check one)						
	Yes <u> </u>	No <u>X</u>				
If yes, how much? \$ <u> </u>						
<u>Worker's Compensation</u>	<u>Coverage Limits</u>		<u>Worker's Compensation</u>	<u>Coverage Limits Each Occurrence</u>		
Each Accident	\$ <u>1,000,000.00</u>		Must meet minimum requirements	Minimum Statutory Limits		\$ <u>0</u>
Disease Policy Limit	\$ <u>1,000,000.00</u>		Accident	\$100,000.00		
Disease - Each Employee	\$ <u>1,000,000.00</u>		Disease	\$100,000.00	\$500,000.00	
	<u>Coverage Limits</u>	<u>Coverage Limits Aggregate</u>		<u>Coverage Limits Each Occurrence</u>	<u>Coverage Limits Aggregate</u>	<u>Extras Premium Cost (if any)</u>
<u>Property Hazard Insurance:</u>	<u>Each Occurrence</u>	<u>Aggregate</u>	<u>Property Hazard Insurance:</u>			

*Will sign a waiver of rights
to com.it*

\$ 10,000

Extra Premium
Cost (if any)

\$ 10,000,000

Must cover full amount
of the contract price
Coverage Limits
Each Occurrence:
Coverage
Limits
Aggregate:

Builder's Risk Policy

Miscellaneous
Requirements:

Companies Affording
Coverage:

All insurance policies must be written by insurance
carriers duly authorized to do business in the State of
Florida having a A + VI rating or better by the most
recent edition of the Best's Key Rating Guide,
Property-Casualty

Yes X No

Coverage Limits
Each Occurrence
Coverage Limits
Aggregate

Builder's Risk

Miscellaneous
Requirements:

INSURANCE - (3 OF3)

All general liability and automobile liability insurance policies must name the County and Consultant as an additional insured.

Ratings of Companies Affording Coverage (According to most recent edition of Best's Key Rating Guide, Property Casualty)

Companies Affording Coverage

Company A:

Gotham Ins.

\$ 0

A-

The County shall be provided 30 days prior notice in the event of cancellation, restrictive amendment, or non-renewal of Contractor's insurance coverages. Notice of 10 days if policy is cancelled for non-payment of premium.

\$ 0

A+

Company

B: Progressive

Company

C: Cornerstone

Company

D:

\$ 19,200

TOTAL ADDITIONAL ACTUAL PREMIUM COSTS

E-VERIFY STATEMENT

Bid/Proposal Number: Bid id: 2024-18

Project Description: Airport Obstruction and Tree Removal-
Palatka Municipal Airport Project

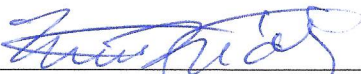
Project Location: Palatka Municiple Airport

Bidder acknowledges and agrees to the following:

If Bidder becomes the Successful Bidder, then Bidder 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 Bidder during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Bidder to perform work pursuant to the contract with the City of Palatka.

Company/Firm: Precision Development Group

Authorized Signature: 

Printed Name and Title: Mitchel McQuaig (Owner)

Date: 8-13-24

RESPONDENT'S CERTIFICATION

I have carefully examined the Statement of Qualifications
and _____, the other related documents identified in the request.

1. I hereby propose to furnish the goods or services specified in the proposal and statement of qualifications. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.
2. The undersigned certifies that all information contained in this proposal and statement of qualifications is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The undersigned 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.
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.
4. The undersigned certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure."

5. The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.
6. 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 proposal and statement of qualifications 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.

Precision Development Group

Name of Business

Mitchel McQuarig

Name (Print)

[Signature]

Signature

8-13-24

Date:

STATE OF FLORIDA

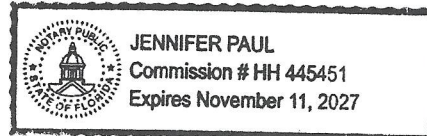
COUNTY OF Putnam

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 13 day of August, 2024, and is personally known to me, or has provided _____ as identification.

[Signature]

Notary Public

My Commission expires:



SUBCONTRACTORS AND SUPPLIERS

Bidders shall submit general work sections expected to be subcontracted at time of bid. Low bidder shall submit expected subcontractor and supplier list within 48 hours after bid opening.

SUBCONTRACTOR AND SUPPLIER		SERVICE OR MATERIAL PROVIDED	
1.	Rivercity Rock and Supply LLC		Fill Dirt
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CONTRACTORS CERTIFICATON OF ELIGIBILITY

The bidder/offeror certifies, by submission, of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/proposer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

That, the information above is true and complete to the best of my knowledge.

Mitchel McQuaid
Name and Title (Please Print)

[Signature]
Signature

8-13-24
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ADDENDA RECEIPT

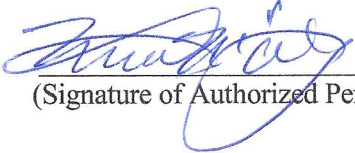
Receipt of the following Addenda is acknowledged:

ADDENDUM NO.: 1 DATED: 8-23-24

ADDENDUM NO.: _____ DATED: _____

ADDENDUM NO.: _____ DATED: _____

Precision Development Group
(Firm or Corporation Making Bid)


(Signature of Authorized Person)

P. O. Address

8-13-24
Dated

The full names and residences of all persons interested in this bid as principals are as follows:

Mitchel McQuarig

Bidders must fill out the above complete.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions in this section must be answered. The data provided must be clear and comprehensive. This statement must be signed and notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he / she desires in response to each question.

The County Commission reserves the right to reject any bid proposal that is not supported by documented qualifications and recent, relevant, successful project experience from the bidder, bidder's principal, bidder's project manager, bidder's construction superintendent or other related factor listed within this section.

1. Name of Bidder: Mitchel McQuay (Precision Development Group)
2. Permanent office address: 380 Sisco Rd, Pomona Park, FL 32181
3. Years at permanent office address: 8
4. What is the general character of work performed by your company: Site work
5. How many years has the firm been engaged in the business related to this project, under present firm or trade name?
7.5
6. Are you licensed to do business as a contractor in Putnam County, Florida for this project?
☒ Yes ☐ No
7. Has your contractor's license been revoked at any time in the last five years?
☐ Yes ☒ No
8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in-default or terminated (in any way) by the project owner within the last five years?
☐ Yes ☒ No
9. At the time of submitting this form, is your firm ineligible to bid on or be awarded any local, state or federal public works contract, or perform as a subcontractor on any such public works contract?
☐ Yes ☒ No
10. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☒ No

11. In the past five years, have you ever failed to complete any work awarded to you?
☐ Yes ☒ No
12. In the past five years, have you ever been terminated by the Owner of a project?
☐ Yes ☒ No
13. In the last five years has your firm been assessed and paid liquidated damages prior to or after completion of the project under a construction contract with either a public or private owner?
☐ Yes ☒ No
14. In the last five years has your firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing any government agency or public works project for any reason?
☐ Yes ☒ No
15. In the past five years has any claim against your firm concerning your firm's work on construction project been filed in court or arbitration?
☐ Yes ☒ No
16. In the past five years has your firm filed any claim against a project owner or consultant concerning work on a project or payment for a contract and filed that claim in court or arbitration?
☐ Yes ☒ No
17. In the last five years, have you sued an Owner of a project?
☐ Yes ☒ No
18. In the past five years, have you sued a Consultant (engineer, architect or other) representing the Owner of a project?
☐ Yes ☒ No
19. Identify and list all administrative, arbitration, or litigation actions, terminations, construction claims or the like (cumulatively referred to as "claims") related to issues arising from any construction contract performed within the past five (5) years for which the Bidder or its team members was a party. For each claim, identify the project, the parties to the claim, the court or jurisdiction (if applicable), the initiator of the claim and the final resolution, or if not resolved the status (attach additional sheets as needed).
N/A

20. Will your firm's workforce be performing work on this project equal to a monetary value of 25% of more of the Contract amount as awarded?
Yes _____ No X

21. Primary Bank Reference Vystar Credit Union

22. Bonding Capacity: Provide documentation from your surety identifying the following:
Name of bonding company / surety: All American Bonds and Insurance LLC
Name of surety agent: Bob Ashton
Address: Orlando, FL
Phone: 407-492-7691

23. Will you, upon request, fill out a detailed financial statement and furnish any other pertinent information that may be required by the Owner?

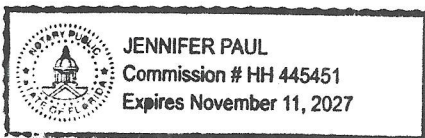
☒ Yes ☐ No

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____, this 13 day of August, 2024.
Precision Development Group By: [Signature]
(Contractor) Title: President

Mitchel McQuaid, being duly sworn deposes and says that he/she is
President/Owner of Precision Development Group and that the
answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN to before me this 13 day of August, 2024.



[Signature]
Notary's Signature

Jennifer S. Paul
Notary's Printed Name
NOTARY PUBLIC, STATE OF Florida

My commission expires:
11-11, 2027

BID OPENING CHECK LIST

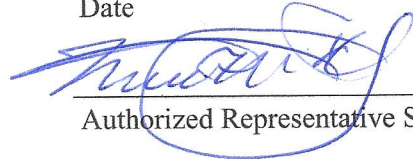
	Yes	N/A
Read Advertisement and Requirements	☒	☐
Completed Bid Forms	☒	☐
Bid Bond Attached & Bid Bond Affidavit	☒	☐
Received Addendum & Completed Form	☒	☐
Insurance Forms Completed	☒	☒
Drug-Free Workplace Certificate	☒	☐
Public Entity Crime Statement	☒	☐
Certificate of EEOC Compliance	☒	☐
Contractors Form of Eligibility	☒	☐
Subcontractors and Suppliers Form	☒	☐
Site Visit Performed	☒	☐
Non-Collusion Affidavit Completed	☒	☐
Contractors Certificate of Eligibility	☒	☐
Contractors licensed to do work in Florida	☒	☐
Completed Statement of Bidder's Qualifications form	☒	☐
E-verify	☒	☒
Respondents Certification Form	☒	☐

This affirms that all documents are included with the bidder's bid package.

Precision Development Group
Company Name

Mitchel McQuaig
Authorized Representative Name
(Print or Type)

8-13-24
Date


Authorized Representative Signature

END OF SECTION

MITCH MCQUAIG

Pomona Park, FL,

904-814-3243

pdgsitework@gmail.com



PRECISION DEVELOPMENT GROUP

1. Reference's Name 1

David Dimare
Ground Control of North FL
St Augustine
904-501-6526

2. Reference's Name 2

Joe Ragusa
Coastal Plains Construction
St Augustin FL
904-370-4372

3. Reference's Name 3

Doug
Riverstone Construction
Jacksonville FL
904-759-0703

4. Reference's Name 4

Randy Towers
Towers Development
Bostwick FL
904-813-3723

5. Reference's Name 5

Sean McGarvey
McGarvey Communities
Ponte Vedra
904-316-1845

Our Company has done business with these contractors and developers on multiple occasions as well as many more that we could provide if needed.



Our Mission Statement:

Our main goal here at Precision Development Group is to provide our clients with unrivaled customer service and quality work. With over 15 years in the sitework industry field we have solidified the craftsmanship of services we offer. The company began in 2009 as a heavy haul transport company that quickly developed a strong business relationship with nearly every commercial and residential site contractor in Northeast FL. That relationship we built got us to where we are today in sitework. As a state certified Underground Utility and Excavation contractor, the services we provide are but not limited to: underground utilities, land clearing, demolition, excavation, debris removal, tractor work, and dirt work. From small scale residential and commercial to large scale we can get the job done. Working together with the customer to find solutions and achieve the results they need for their next site project is what we do. Thanks for allowing us the opportunity!

Mitch McQuaig
(President/Owner)

BID FORM SUMMARY

BASE BID

Two Hundred Twelve Thousand Four Hundred Fifty Seven ³⁸/₁₀₀

(price bid in words, Lump Sum)

\$ 212,457.38

(price bid in numbers, Lump Sum)

BID ADDITIVE NO. 1 - RUNWAY 27 END TREE REMOVAL

Thirty Seven Thousand Seven Hundred Twenty

(price bid in words, Lump Sum)

\$ 37,720.00

(price bid in numbers, Lump Sum)

BID ADDITIVE NO. 2 - ISOLATED TREE REMOVAL

Six Thousand Four Hundred Forty

(price bid in words, Lump Sum)

\$ 6,440.00

(price bid in numbers, Lump Sum)

NOTE: THIS IS A UNIT PRICE CONTRACT. UNIT PRICES WILL GOVERN IN THE EVENT OF A MATH ERROR.

NOTE: THE OWNER INTENDS TO AWARD THE BASE BID. BID ADDITIVE NOS. 1 AND 2 WILL BE AWARDED CONTINGENT UPON THE FUNDING BUDGET.

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
C-102-5.1	1 LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL (RW 35 END WETLAND CLEAR/FILL AREA)	\$ 6,753.33	\$ 6,753.33
		Single row silt fence install & removal		
		DOLLARS PER LS		
C-103-8.1	1 LS	PROJECT SURVEY & STAKEOUT	\$ 5,633.00	\$ 5,633.00
		DOLLARS PER LS		
C-105-6.1	1 LS	MOBILIZATION	\$ 12,750	\$ 12,750.00
		DOLLARS PER LS		
C-106-4.1	1 LS	MAINTENANCE & PROTECTION OF TRAFFIC	\$ 12,040	\$ 12,040.00
		DOLLARS PER LS		
P-151-4.2	3 AC	CLEARING & GRUBBING (RW 35 END WETLAND AREA)	\$ 11,777.78	\$ 35,333.33
		DOLLARS PER AC		
P-151-4.3A	5 EA	ISOLATED TREE REMOVAL, WITHOUT GRUBBING, ON-AIRPORT (RW 9 END), LEAVE FELLED TREE IN PLACE	\$ 280	\$ 1,400
		DOLLARS PER EA		

BASE BID				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-151-4.3B	5 EA	ISOLATED TREE REMOVAL, WITHOUT GRUBBING, ON-AIRPORT (RW 27 END) <i>Includes haul Off</i>	\$ 550	\$ 2,750
		DOLLARS PER EA		
P-152-4.4	10,000 CY	IMPORTED FILL & ROUGH GRADING (RW 35 END WETLAND FILLING)	\$ 12.04 _{cy³}	\$ 120,391.66
		DOLLARS PER CY		
T-901-5.1	2.85 AC	HYDROSEEDING (OR ON SITE MULCHING OF REMOVED TREES)	\$ 5,405.64	\$ 15,406.06
		DOLLARS PER AC		
		BASE BID TOTAL	\$	\$
				\$ 212,457.38
			\$	\$
			\$	\$

BID ADDITIVE NO 1 - RW 27 END TREE REMOVAL				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
C-102-5.1	1 LS	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL		
		<i>Single row silt fence install & removal</i>	<i>\$4870</i>	<i>\$4870.00</i>
		DOLLARS PER LS		
C-103-8.1	1 LS	PROJECT SURVEY & STAKEOUT (VERIFY AIRPORT PROPERTY BOUNDARY LINE & MARK IN THE FIELD)		
			<i>\$3,250</i>	<i>\$3,250.00</i>
		DOLLARS PER LS		
P-151-4.1	1 AC	CLEARING		
			<i>\$29,600</i>	<i>\$29,600.00</i>
		DOLLARS PER AC		
		BID ADDITIVE 1 TOTAL		
			\$	<i>\$37,720.00</i>
			\$	\$
			\$	\$

BID ADDITIVE NO 2 - ISOLATED TREE REMOVAL

ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
P-151-4.3	25 EA	ISOLATED TREE REMOVAL, ON-AIRPORT, WITHOUT GRUBBING (RW 9, 27, & 35 ENDS) <i>Cut up leave in place</i>	\$ <i>257.60</i>	\$ <i>6,440</i>
		DOLLARS PER EA		
		BID ADDITIVE 2 TOTAL	\$	\$ <i>6,440.00</i>
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

PROPOSAL FORMS

TO: City of Palatka, FL
Troy Bell
City Manager

The undersigned, in compliance with the request for bids for construction of the following Projects:

Airport Obstruction & Tree Removal

Hereby proposes to furnish all labor, permits, material, machinery, tools, supplies, equipment and all items necessary to faithfully perform all work required to provide a completed project, ready for operation, in accordance with the Contract Documents and issued Addenda to the satisfaction of the Engineer and Owner within the specified Contract Time for the prices shown on the Bid Forms.

REQUIRED LANGUAGE IN PROPOSALS FOR AIP CONTRACTS

Previous Contracts: Section 60.1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114 or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other prior specified by the FAA or the Director, OFCCP.

Bid or Proposal Form: To effectuate the foregoing requirements, the Sponsor is required to include in the bid or proposal form a statement substantially as follows:

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes:

The Bidder (Proposer) has not ☒ participated in a previous Contract subject to the Equal Opportunity clause prescribed by Executive Order 10925, or Executive Order 11114 or Executive Order 11246.

The Bidder (Proposer) has not ☐ submitted all compliance reports in connection with any such Contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of Subcontracts.

If the Bidder (Proposer) has participated in a previous Contract subject to the Equal Opportunity clause and has not submitted compliance reports under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on standard Form 100, "Employee Information Report EEO-1" prior to the award of Contract.

Standard Form 100 is normally furnished employees annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he may obtain it by writing to the following address:

Joint Reporting Committee
Post Office box 2236
Norfolk, VA 20501

Bid will be as per the attached Bid Forms.

REPRESENTATIONS BY BIDDER

By submittal of a bid, the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this bid are named herein and that this bid is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this bid.
- b. **Drug Free Workplace Certification:** (FL Statutes Section 287.07)
Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. The Bidder must complete the attached Drug Free Workplace Certification.
- c. **Sworn Statement on Public Entity Crimes:** (FL Statute 287.133(3)(a))
Any 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 any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO of the Florida Statutes for a period of 36 months from the date of being placed on the convicted vendor list. The Bidder must complete the attached Sworn Statement Under Section 287.133(3)(a) Florida Statutes, on Public Entity Crimes.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of (check one): ☐ Certified Check ☒ Bid Bond
 - a. Bid Bond form and Bid Bond Affidavit form if Bid Guaranty is in the form of a bid bond.
2. Completed Non-Collusion Affidavit.
3. Completed Drug Free Work Place Certification.
4. Completed Public Entity Crimes Form.
5. Completed Certification of Bidder Regarding Equal Employment Opportunity for Construction Contracts Exceeding \$10,000.
6. Completed Insurance Forms.
7. Completed Subcontractors and Suppliers form.

8. Completed Addenda Receipt form
9. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders. Completed Statement of Bidder's Qualifications form.
10. Completed Bid Opening Checklist form.

SINATURE OF BIDDER

IF AN INDIVIDUAL:

Name: Precision Development Group
By: 
(Signature of Individual)
Doing Business as: A
Business Address: 380 Sisco Rd
Pomona Park, FL 32181
Telephone Number: 904-814-3243

IF A PARTNERSHIP:

Partnership Name: N/A
By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign as a Partnership)
Name and Title: _____
Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: N/A
By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)
Name and Title: _____
Business Address: _____

Telephone Number: _____

(CORPORATE SEAL)

ATTEST:

By: _____
(Authorized Signature)

Name and Title: _____

IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: N/A

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

BID BOND

(NOT TO BE FILLED OUT IF A CERTIFIED CHECK IS SUBMITTED)

Know all men by these presents: That we, the undersigned Precision Development Group, LLC.
_____, as principal, and Nationwide Mutual Insurance Company
_____, a corporate surety authorized under the laws of the State of Florida to do
business in the State of Florida and authorized to write this type of bond through a resident agent of the corporation
located in the State of Florida, as surety, are held and firmly bound unto Putnam County in the sum of
5% of the total bid amount dollars (\$ 5% of the total bid amount), which equals five percent of the amount bid,
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached proposal of: **Airport Obstruction & Tree Removal** for the improvement of the George Palatka Municipal Airport facilities stipulated in said proposal in accordance with the Instruction to Bidders, the plans and specifications provided therefore, is accepted and the contract awarded to the above named bidder. The said principal shall within fifteen (15) days after notice of said award enter into a contract in writing and furnish the required payment and performance bonds with surety, or sureties, to be approved by Putnam County, this obligation shall be void; otherwise, the same shall be in full force and virtue of law, and the full amount of this proposal bond will be paid to Putnam County, as stipulated for liquidated damages.

Signed this 29th day of August, 2024.

(Principal must indicate whether corporation, partnership, company or individual)

LLC CORPORATION

This person signing shall in his own handwriting sign the principal's name, and his title. Where the person signing for a corporation is other than the president or vice-president, he must by affidavit, show his authority to bind the corporation.

PRECISION DEVELOPMENT
GROUP, LLC. Principal

By:

Title

President

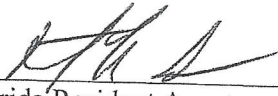
BID BOND AFFIDAVIT

STATE OF Colorado

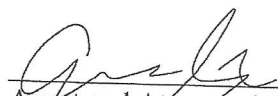
COUNTY OF Denver

Before me, the undersigned authority, personally appeared Aaron Steffey
who, being duly sworn, deposes and says that he is a duly authorized (resident) (non-resident) insurance agent,
properly licensed under the laws of the State of Florida, and the State of Florida, to represent
Nationwide Mutual Insurance Company of Ohio a company authorized to make corporate surety bonds
under the laws of the State of Florida. Said Aaron Steffey further certifies that the
premium on the said bond is None - No premium for a bid, which will be paid in full direct to him as
attorney-in-fact, and included in his regular accounts to the said Surety, and that he will receive
his regular commission of 50% percent as attorney-in-fact for the execution of said bond and
that his commission will not be divided with anyone except as follows, 30% Percent to
Robert Ashton, who is duly authorized resident insurance agent and properly licenses under the laws
of the State of Florida.

Countersigned



Florida Resident Agent



Agent and Attorney-in-Fact

Acknowledgement for Attorney-in-Fact

Sworn to and subscribed before me this 29th day of August, 2024

My commission expires: July 7, 2024

Sarah Elizabeth Van Horn
State of Colorado
Notary Public
Commission No. 20234025521
My Commission Expires 07/07/2027



Notary Public

State of Colorado

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
CHRISTOPHER KOLGER; JOSEPH J PERSCHY; AARON STEFFEY;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

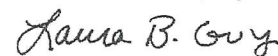


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of August, 2024.



Assistant Secretary



SURETY BOND SEAL ADDENDUM

Nationwide Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Nationwide Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Nationwide Mutual Insurance Company's corporate seal to any bond executed on behalf of Nationwide Mutual Insurance Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Nationwide Mutual Insurance Company by its Attorney-in-Fact, Nationwide Mutual Insurance Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 2nd day of April, 2020.

Nationwide Mutual Insurance Company



By

Antonio C. Albanese, Vice President – Surety
Nationwide Mutual Insurance Company



Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-mail to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department

NON-COLLUSION AFFIDAVIT

Mitchel McQuaig, being first duly sworn, deposes and says that:

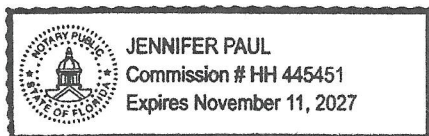
1. (S)He is the Owner of Precision Development Group, the Bidder that has submitted the attached Bid;
2. (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Putnam County, or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.

[Signature]
(Signature)

Owner
(Title)

Subscribed and Sworn to before me of this 13 day of August, 2024

[Signature]
(Notary's Signature)



(Notary's Stamped or Printed Name)

Notary Public, in and for FL
Putnam County,

My Commission expires: 11-11-27

BID OPENING SUMMARY (Pending Verification)
Public Reading - August 29th, 2024, 3:30 PM
AIRPORT OBSTRUCTION & TREE REMOVAL -- i8
Palatka Municipal Airport
PA Project No. 24000010.0069

BID No.	BIDDER COMPANY NAME	BASE BID	BID ADDITIVE 1	BID ADDITIVE 2	TOTAL BID PRICE
1	Salgado Tree Trimming LLC	\$358,500.00	\$34,000 -	\$7500 -	\$400,000.00
2	Collins land services	\$399,775.00	\$57,500 -	\$37,500 -	\$494,775.00
3	Precision Development Group	\$212,457.38	\$37,720 -	\$6,440 -	\$256,617.38
4	Henlifax Raving Inc.	\$320,700 -	\$47,500 -	\$37,500 -	\$405,700.00
5	CLC Inc.	\$622,747 -	\$111,172 -	\$50,000 -	\$783,919.00
6					
7					
8					
9					
10					

ADOPT RESOLUTION 2024-R-183 authorizing the submission of an application for the Florida Recreation Development Assistance Program (FRDAP) to the Florida Department of Environmental Protection for State of Florida FY 2025-2026 in the amount of \$200,000 for Riverfront Park Phase II.

Approval to submit FRDAP grant application in the amount of \$200,000 for Riverfront Park Phase III.

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Requesting approval to submit

BACKGROUND

PROJECT ANALYSIS

There is a present and growing need for outdoor recreation opportunities among people of all ages within the City of Palatka and those visiting the area. Meeting the increasing demand for recreation opportunities can best be met with the improvements and additions to the city of Palatka's Riverfront Park Phase III. The application includes upgrades to existing restrooms to include a security access system, refresh picnic facilities and playground area. These improvements are associated with Phase III planned Splash Pad water feature which has been budgeted in FY 24-25.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-r-183
2.	FY2025-2026 Riverfront Park Renovation FRDAP Application

RESOLUTION NO 2024-R-183

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE SUBMISSION OF AN APPLICATION
FOR THE FLORIDA RECREATION DEVELOPMENT
ASSISTANCE PROGRAM (FRDAP) TO THE FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
FOR STATE OF FLORIDA FISCAL YEAR 2025-2026; AND
PROVIDING FOR SCRIVENER’S ERRORS.**

WHEREAS, the City of Palatka desires to submit an application to the Florida Department of Environmental Protection for a Florida Recreation Development Assistance Program Grant to benefit the local residents.

WHEREAS, there is a present and growing need for outdoor recreation opportunities among persons of all ages within the City of Palatka, Florida corporate limits and among those visiting the area, and

WHEREAS, the City recognizes this need for additional recreational opportunities; and

WHEREAS, meeting the increasing demand for, recreation opportunities can best be met with the improvements and additions to the City of Palatka’s Riverfront Park Phase II as detailed in the application for funding in which the City is submitting an application in the 2025-2026 application cycle requesting \$\$200,000.00 in grant funds.

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

1. the City of Palatka hereby authorizes the filing of an application for a Florida Recreation Development Assistance Program Grant, and
2. the City Manager of the City of Palatka is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on or before September 30, 2024.
3. as part of the application for the Florida Recreational Development Assistance Program (FRDAP) grant, the Capital Improvements Element of the Comprehensive Plan of the City of Palatka, Florida will be amended to include the development of the Riverfront Park, Phase II in the City of Palatka, if the project is funded in the 2025 – 2026 application cycle.
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 26th day of September, 2024.

CITY OF PALATKA

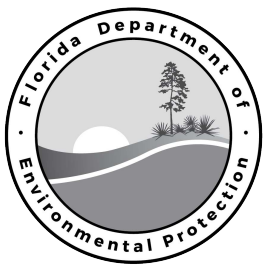
By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Florida Department of Environmental Protection

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
GRANT APPLICATION PACKAGE

Required Signatures: **Adobe Signature**

PART I — GENERAL INFORMATION

(DEP USE ONLY)

Received: _____

Postmarked: _____

Application Number: _____

1. APPLICANT INFORMATION

A. Name of Applicant: City of Palatka

B. Federal Employer Identification Number: ** 59-6000401

****(This number must be registered at My Florida Market Place with the address the warrant will be forwarded)**

C. Population: 9,840

D. Current Operating Budget: \$20,692,393.00
(This is the operating budget for the city, county or special district, and not just the department budget)

E. Contact Person: Marcia Carty Title: Interim City Manager
(The contact person is someone who will be in direct contact with DEP and be responsible for administering this grant if awarded)

F. Mailing Address: 201 North 2nd Street

City/State: Palatka, Florida Zip Code: 32177-3735

Telephone : (386) 329-0100 E-mail: mcarty@palatka-fl.gov

FAX: (386) 329-0106

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Signature of City or County Manager/Title

DRP-106 (Effective 06-05-2015)

Date

Page 1 of 28

2. PROJECT INFORMATION

A. Name of Project: Riverfront Park Renovations

B. Project Type (Check One): Project cannot be a combination of acquisition and development

Acquisition: ☐

Development: ☒

☒ On land owned by applicant

☐ On land currently under site control by applicant

Date site control expires: _____

Trail Construction: ☐

☐ On land owned by applicant

☐ On land currently under site control by applicant

Date site control expires: _____

Development projects must be under site control (owned by deed, or leased or dedicated for minimum of 30 years from the date of application) by the close of the submission period (October 15, 2021).

- **School board property is ineligible** either by lease or ownership.
- Include a copy of the site control documents (e.g., deed, lease, etc.). **If providing a Quit Claim Deed, please attach a copy of a 30 year title search or title opinion.**

(Tab as Exhibit "N")

C. PROJECT LOCATION:

Street Address: 100 Memorial Parkway

City: Palatka County: Putnam Zip Code: 32177 -

GIS Coordinates: Latitude: 29°38'40.71" Longitude: 81°37'48.85"

1. Submit a boundary map of the project area providing a description and sketch of the project area boundaries, display known easements and be legally sufficient to identify the project area. **Aerial photographs are accepted as boundary maps, as long as the boundaries are identified (Visit website for example).**

(Tab as Exhibit "K")

2. Submit color, on-site photographs for **all three copies** of your application, sufficient to depict the physical characteristics of the project area.

(Tab as Exhibit "L")

3. Location map and directions: Submit a detailed road map precisely locating the project site along with clear written driving instructions from the nearest federal or state highway. **NOTE:** Confirm that street names listed are the same as those posted on street signs in the area. Please do not use Map Quest or any other computer mapping program for this.

(Tab as Exhibit "M")

D. LEGISLATIVE DISTRICTS IN WHICH THE PROJECT SITE IS LOCATED:

This should be the Florida Senate and Florida House district in which the **proposed project site is located**. If you are not sure of the district, contact your local office of the Supervisor of Elections. **(There is only one each.)**

State Senator: Travis Hudson Senate District Number: 7

State Representative: Bobby Payne House District Number: 20

E. TOTAL NUMBER OF ACRES BEING ACQUIRED OR TOTAL NUMBER OF ACRES BEING DEVELOPED: 5.34

F. DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE PROJECT.

1) For Development Projects:

- (a)** Provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, natural and historical resources, any proposed resource protection/conservation and any existing buildings on site.

The property is on the western shoreline of the St Johns River. Riverfront Park has an existing exercise area, picnic pavilions, playground equipment, amphitheater, fishing pier, boat launch and restrooms. The park has no known historical elements.

- (b)** Indicate if a natural spring is located on project site:

☐ Yes ☒ No

- (c)** Indicate if there is public access to the park either through an existing street or easement:

☒ Yes ☐ No

Describe Public Access:

Enter the park off of Memorial Parkway or South 3rd Street.

(If additional room needed - Tab as Exhibit "P")

2) For Acquisition Projects: (in addition to the above information)

- (a)** If the proposed project consists of acquiring multiple parcels or from multiple owners, identify specific order in which the parcels will be acquired to ensure that in the event that all parcels cannot be acquired, the purposes of the project can be achieved. Also address the ability to have public access to the park either through an existing street or easement.

N/A

(If additional room needed - Tab as Exhibit "P")

3. FINANCIAL INFORMATION

GRANT MATCH RATIOS: (Based on the grant cap of \$200,000)

Project Cost	State Share	Grantee Share
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types.

The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.

A. FRDAP Funds Requested (State Share) Line A \$ 200,000.00

B. Local Funds Available: (Grantee Share)

1. Cash: Line B \$ 0.00

2. In-Kind: Line C \$ 0.00

3. Land Value: Line D \$ 0.00

If property is developed, land value CANNOT be used as a match.

Total Local Match: Line E \$ 0.00
Sum of lines B, C and D

C. Total Cost of Proposed Project: Line F \$ 200,000.00

**Sum of Lines A and E
(Should not total more than \$400,000)**

(If approved for REDI Match Waiver, fill out REDI Waiver Form located under FRDAP Administrative Forms at http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm).

(Tab as Exhibit "O")

D. PROJECT WORK PLAN (COMPLETE FOR ALL PROJECTS, DEVELOPMENT AND ACQUISITION):

On page 7 & 8 as attachment 1, list the project Work Plan for the elements for this application. The Project elements are listed with the related tasks and deliverables. Primary elements and support elements should be listed separately. Use as many project elements and tasks needed to complete the project.

Remember to include each element in your conceptual site plan. Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on page 7 & 8 of this application. The site plan must correlate with the project boundary map and work plan elements. The site plan must CLEARLY DELINEATE using color codes between facilities/opportunities currently existing, facilities proposed for funding (page 7 & 8) in this application and facilities planned for future development. If project is an acquisition project, be sure to submit on the site plan the proposed elements to be developed as listed on page 17 of this application. Also identify different FRDAP phases on the site plan and any LWCF phases.

DEVELOPMENT PROJECTS:

PRIMARY RECREATION AREAS AND FACILITIES: Primary facilities include all recreation facilities and opportunities. **Primary cost must be equal to or greater than fifty percent (50%) of the total cost.** Primary examples are: beach access, picnic facilities, fishing piers, ball fields, tennis courts, trails, trailheads, shade structures for recreational facilities, etc. Enclosed structures are not eligible costs. Costs of planning and site preparation should be included within the cost of each element. If land value is used as match, it should be included under primary cost. If this is a trail project, list the uses or types of trails. If developing one trail for multi-purposes state multi-purpose trail, but if doing several different trails list separately with each use (example: walking trail or bike trail).

SUPPORT FACILITIES AND IMPROVEMENTS: Support facilities are facilities which cannot stand alone, or which would have little or no public outdoor recreational value without the primary facility. No enclosed structures are eligible except restrooms, bathhouses or restroom/concession stands. Other support examples are: parking, landscaping, and security lighting. Amenities such as benches, or bike racks will receive no points when being scored. The enclosed structures listed above cannot be phased and must be completed with one grant.

ACQUISITION PROJECTS:

If acquisition project, on page 7 & 8, list the project work plan for the acquisition phase of the project.

(Tab as Exhibit “H”)

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
DEVELOPMENT
PROJECT BUDGET DETAIL

Project Name: Riverfront Park, Phase II

Grantee Name: City of Palatka

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

Project Tasks, Deliverables and Required Documentation

Task #1: Development of: <u>Riverfront Park</u>	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved
<u>(List each Primary project element)</u>	Provide Budget Detail	Provide Budget Detail	
Playground - Renovation	\$1,500.00	0.00	Project Completion Certification
Picnic Facility - Renovation	\$1,500.00	0.00	Final as-built site plan
Boating Facility - Renovation	\$2,500.00	0.00	Florida Recreation and Parks Inventory Form
Fishing Pier - Renovation	\$2,500.00	0.00	Color Photographs of Project
Playground - Splash Pad - New	\$158,000.00	0.00	Notice of Limitation of Use
			Boundary Survey

<u>(List each Support project element)</u>			
Parking Lot - Renovation	\$1,500.00	0.00	
Restroom - Renovation	\$2,500.00	0.00	
Grant Writing, Administration, Engineering and Property Survey	\$30,000.00	0.00	
*All work will be completed in accordance with the approved plans.			
TOTALS:	\$ 200,000.00	\$ 0.00	

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:

DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED: Identify **ALL** elements that will be completed under this Agreement.

DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT: Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

MATCH AMOUNT TO BE CLAIMED: The same level of detail must be provided for match as for reimbursement.

DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION: All of these deliverables must be submitted before final reimbursement can be processed.

Completion Documentation required prior to Reimbursement

PART II — EVALUATION CRITERIA

GENERAL CRITERIA

1. CAPITAL IMPROVEMENT PLAN

- A. Is the proposed project identified, in whole or in part, in the applicant's capital improvement plan or schedule during the current or next three (3) fiscal years?

Provide:

1) A letter from the agency's city or county manager certifying the five year capital improvement schedule is **officially adopted and date adopted**. **Project will not receive points if letter is not submitted and does not state the date CIP was adopted.**

- AND -

2) A copy of the five-year capital improvement schedule included in the applicant's adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules) **Please highlight project name, amount and year.**

(20 points)

☐ Yes ☒ No

--- OR ---

- B. Is the proposed project identified as part of the plan through an adopted resolution committing the applicant to amend their capital improvement plan or schedule and complete the project should it receive program funds?

Provide: a copy of a fully executed resolution amending the existing schedule to include the proposed project. The resolution must **clearly indicate the proposed project by name, amount and year and cannot be older than 3 years.**

(10 points)

☒ Yes ☐ No

(Tab as Exhibit "A")

2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN

- A. Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. Use the **OUTDOOR RECREATION IN FLORIDA-2008 (Chapter 6 & 7)**. **Provide quotations or other appropriate references with explanations to justify the correlation.** To receive points, must give a detailed explanation as to how the project meets the goals, cannot only list the goals.

(Tab as Exhibit "B") (4 points)

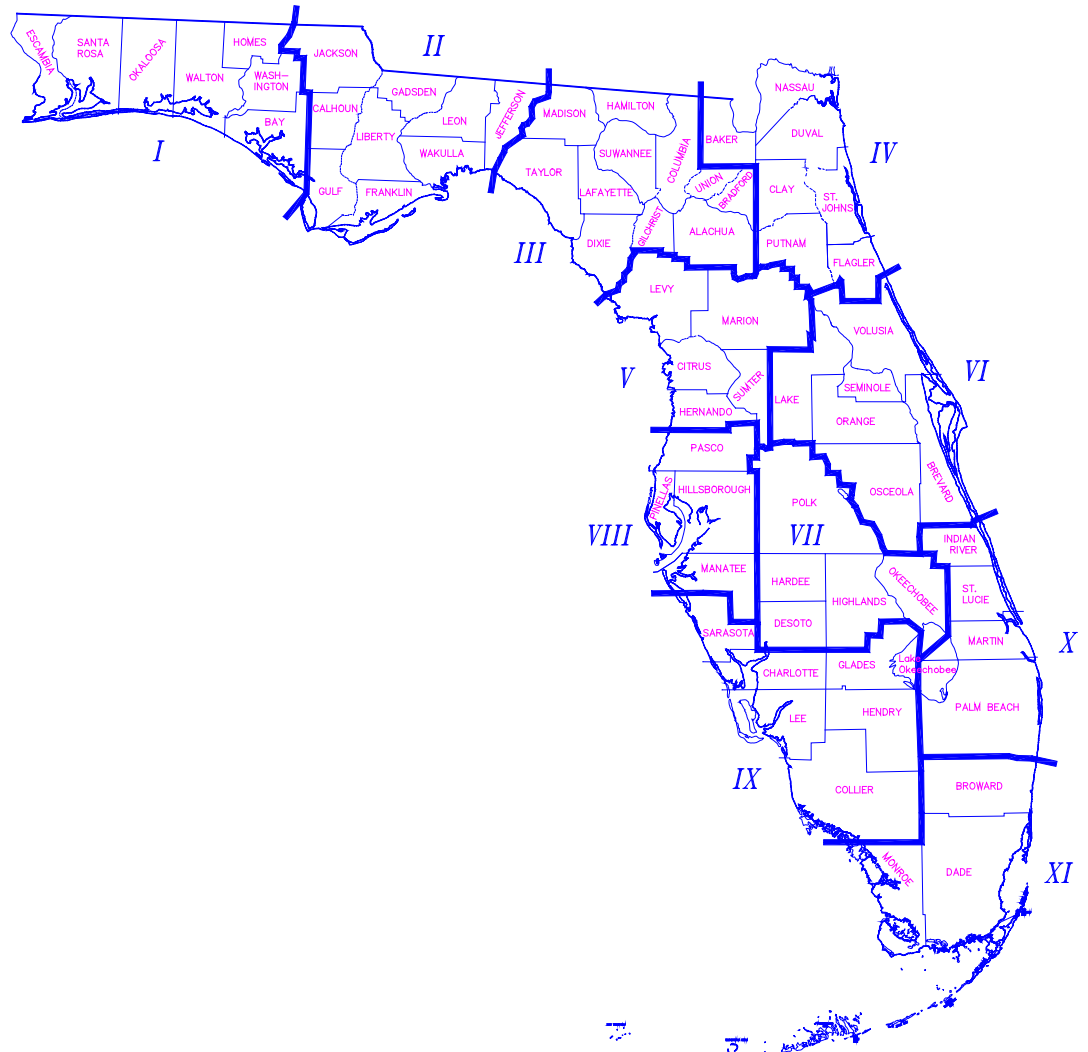
B. 2008 Relative Need Index by Region

The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as **proposed in the project** cost on page 7 & 8 of this application:

(7 points)

- ☐ I Saltwater Beach Activities* Baseball or Softball * Picnicking *Football
Outdoor Swimming Pool Use * Saltwater Non-Boat Fishing * Golf
RV / Trailer Camping * Freshwater Boat Ramp Use * Soccer or Rugby
- ☐ II Saltwater Beach Activities * Nature Study * Historical or Archeological Sites
Baseball or Softball * Picnicking * Freshwater Boat Ramp Use * Football
Hunting * Horseback Riding * Outdoor Swimming Pool Use
- ☐ III Football * Picnicking * Nature Study * Soccer or Rugby * Baseball or Softball
Horseback Riding * Outdoor Basketball * RV / Trailer Camping
Freshwater Boat Ramp Use * Bicycle Riding – Unpaved Trails
- ☒ IV Historical or Archeological Sites * Baseball or Softball * Football
Saltwater Beach Activities * Picnicking * Outdoor Swimming Pool Use * Outdoor
Basketball * Nature Study * Golf * Soccer or Rugby
- ☐ V Picnicking * Football * RV / Trailer Camping * Nature Study * Baseball or Softball
Bicycle Riding - Unpaved Trails * Outdoor Basketball * Soccer or Rugby
Horseback Riding * Outdoor Swimming Pool Use
- ☐ VI Picnicking * RV / Trailer Camping * Football * Baseball or Softball
Outdoor Swimming Pool Use * Nature Study * Historical or Archeological Sites
Outdoor Basketball * Saltwater Beach Activities * Soccer or Rugby
- ☐ VII RV / Trailer Camping * Picnicking * Baseball or Softball * Outdoor Swimming Pool Use
Nature Study * Freshwater Boat Ramp Use * Football * Golf * Horseback Riding
Outdoor Basketball
- ☐ VIII Picnicking * RV / Trailer Camping * Baseball or Softball * Football * Outdoor
Swimming Pool Use Saltwater Beach Activities * Golf * Outdoor Basketball * Outdoor
Tennis * Soccer or Rugby
- ☐ IX Picnicking * RV / Trailer Camping * Saltwater Beach Activities * Outdoor Swimming
Pool Use Golf * Football * Nature Study * Baseball or Softball * Outdoor Tennis *
Historical or Archaeological Sites
- ☐ X Football * Golf * Baseball or Softball * Outdoor Swimming Pool Use * Picnicking *
Outdoor Tennis Saltwater Beach Activities * Outdoor Basketball * RV / Trailer Camping
* Soccer or Rugby

Outdoor Swimming Pool Use * Picnicking * Football * Baseball or Softball * Saltwater Beach Activities * Outdoor Tennis * Golf * Outdoor Basketball * Saltwater Non-Boat Fishing * RV / Trailer Camping



3. PUBLIC PARTICIPATION

Indicate which of the following apply (**Check ALL that apply**):

(To receive points for this section any meetings, presentations, or surveys must be held in the current year or within the **previous 3 years** of application and each of **the three meetings must be held separately** to receive each set of points. **Meetings also must be held prior to the application submittal.**)

- ☒ A. A pre-advertised public meeting was held **solely** for the purpose of discussing the proposed project. Attach a copy of ad and proof of publication for the advertisement. Advertisement needs to state where and when advertised. **If submitting 2 applications, must hold separate meeting for each project (unless they are phased projects of the same park). If not advertised in a newspaper, need a written explanation as to how, when and where advertised, along with a copy of notice/advertisement.**

(Tab as Exhibit "C-1") (10 points)

- ☒ B. The project was discussed at a **regularly** scheduled meeting of the applicant's advisory board responsible for park, recreation or leisure service activities. Provide **a copy of the minutes** of the advisory board meeting(s) where **this project** was discussed. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist. **CITY OR COUNTY COMMISSIONS ARE NOT CONSIDERED ADVISORY BOARDS.**

(Tab as Exhibit "C-2") (7 points)

- ☒ C. Public input on the proposed project was obtained through presentations to community organizations, neighborhood associations and/or a written opinion survey. Provide documentation (**minutes from the meeting which the project was discussed** with date or thank-you letter from an organization, association, etc.) showing that presentations **regarding this project** were made to community organizations or groups **OR** provide a **copy of the survey, who surveyed and summary of the results.** **Letters of support are not acceptable to receive points.**

(Tab as Exhibit "C-3") (4 points)

4. OPERATION AND MAINTENANCE

Capability to develop, operate and maintain the project site: **(Check ONLY one):**

Provide **a brief description** of how development, programming and maintenance will be provided and **a copy of an agency organizational chart**. **Must provide both to receive points.**

- ☐ The applicant has a full-time recreation or park department staffed to provide facility development, programming and maintenance. **(Tab as Exhibit "D") (6 points)**
- ☐ The applicant has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance. **(Tab as Exhibit "D") (4 points)**
- ☐ The applicant has other means of providing facility development, programming and maintenance. **(Tab as Exhibit "D") (2 points)**

5. PARK PARTNERSHIP

The proposed project is supported through a fully executed written cooperative agreement between the applicant and a private or public entity **(within the current or past 3 years)** in which said entity agrees to furnish 10% or more of the total project costs in cash, land, or labor services for the **development/construction** of this project with the applicant holding the leading management responsibility. **The written agreement must be executed by the end of the submission period and quantify the donation in monetary units. This can be a cooperative agreement between either parties or a letter from the entity agreeing to furnish 10% of the total project costs in cash, materials, land, or labor services.**

(A management or maintenance agreement is not acceptable.)

- ☐ Yes ☒ No **(Tab as Exhibit "E") (3 points)**

6. TRAIL CONNECTIVITY

The project provides for increased trail access by connecting an existing, publicly owned and designated recreational trail which is **outside the project boundary**. **Indicate on the site plan the project trail/connection and name and location of existing trail(s) outside the boundaries.**

- ☐ Yes ☒ No **(Tab as Exhibit "G") (5 points)**

DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)

1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. Include improvements such as baseball fields, basketball courts, trails, boat ramps, etc. (Bullet lists are encouraged) **(If undeveloped, state None)**. The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. **Identify and color code different funding phases from the existing facilities.**

(Tab as Exhibit "G") (5 points, if undeveloped)

Amphitheater
Clock Tower
Fountain
Playground
Fishing Pier
Boat Launch
Picnic Area
Restrooms

2. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

- A)** List the facilities which are addressed on page 7 & 8 of this application which are identified in the priority ranked index clusters of outdoor facilities needs for renovation and/or new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" effective December 1995. (See attached pages 22-26 for Priority Ranked Index Clusters. A project facility not listed in the priority ranked indexes will receive a score of a similar facility included in the indexes, as determined by the Department staff.) **(If developing trails, must have separate trails to receive separate points.**

(Maximum 30 points)

Activity	Points
Playground - Renovation	6
Parking Lot - Re-stripe - Renovation	5
Rest Rooms - Renovation	5
Picnic Facility - Renovation	4
Boating Facility - Renovation	4
Fishing Pier - Renovation	3
Playground - Splash Pad - New	5
Total	32 points

- B) Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant’s population density as set forth in the study titled “**1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**”. Use the table below to determine in which priority funding need ranking the project falls. **(Check ONLY one):**

☐ _____ Highest Priority Funding Need (13 points)

☐ _____ Second Highest Priority Funding Need (8 points)

Population Density 1 – Population Under 10,000	Rank 1	Construction
	Rank 2	Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1	Renovation
	Rank 2	Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1	Construction
	Rank 2	Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1	Construction
	Rank 2	Renovation
Population Density 5 – Population 100,000 and Over	Rank 1	Renovation
	Rank 2	Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

ACQUISITION CRITERIA (COMPLETE ONLY FOR ACQUISITION PROJECTS)

1. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

List all the facilities that will be developed for this project. Only facilities identified in the top three priority ranked index clusters of outdoor facilities needs for new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida", effective December 1995, will receive these points. (Priority ranked index clusters are attached as pages 22-26.)

(15 points)

2. NEEDED RECREATIONAL ACREAGE

Describe how the project provides for identified need(s) for additional park acreage pursuant to the applicant's adopted local comprehensive plan. **Provide the following:**

A. Needed acres/Person and Total Acreage Under Local Control

B. Provide excerpts of the applicant's local comprehensive plan as supporting back-up documentation and highlight the information that pertains to this section.

(Tab as Exhibit "F") (15 points)

3. CAPITAL IMPROVEMENT PLAN

A) Is the proposed **development** of the property identified in the applicant's capital improvement plan (CIP) or schedule during the current or next three (3) fiscal years?

- 1). **Provide:** a letter from the agency's city or county manager certifying the five year capital improvement schedule is officially adopted and date adopted. **Project will not receive points if letter is not submitted and does not state the date CIP was adopted.**

- AND-

- 2). **Provide:** a copy of the five-year capital improvement schedule included in the applicant's adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules). **Highlight project name, amount and year.**

(6 points)

☐ Yes ☐ No

----OR----

B) Is the proposed **development** of the property included as part of the plan through an adopted resolution committing the applicant to amend their CIP and develop the property should it receive program funds?

Provide: a copy of a fully executed resolution amending the existing schedule to include the development of the proposed project. The resolution must **clearly indicate the development of the proposed project by name, year and amount and cannot be older than 3 years.**

(3 points)

☐ Yes ☐ No

(Tab as Exhibit "A")

**TRAIL CONSTRUCTION CRITERIA
(COMPLETE ONLY FOR CONSTRUCTION OF TRAIL PROJECTS)**

1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. Include improvements such as trails, trailheads, ball fields, basketball courts, etc. (Bullet lists are encouraged. **If undeveloped, state None.**) The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. Identify and color code different funding phases from the existing facilities.

(Tab as Exhibit “G”) (5 points, if undeveloped)

2. STATE GREENWAYS AND TRAILS PLAN

Explain how the proposed project would address one or more issues or goals as identified in the Florida Greenways and Trails System Plan. Use **“Florida Greenways and Trails System Plan– 2013-2017”**. **Provide quotations or other appropriate references to justify the correlation. Use a separate sheet if necessary.**

(Tab as Exhibit “H”) (6 points)

3. STATE OF FLORIDA DESIGNATED RECREATIONAL GREENWAY OR TRAIL

The project is located on or connects with a State of Florida designated greenway or trail.
Provide a map and documentation (letter from Office of Greenways and Trails) indicating connectivity.
Designation Agreements must be fully executed by the end of submission period.

☐ Yes ☐ No

(Tab as Exhibit “I”) (3 points)

4. REGIONAL OR LOCAL GREENWAYS AND TRAILS PLAN

Explain how the proposed project would implement a Greenway and Trail Plan adopted by either a regional or local governmental entity. Provide quotations or appropriate references with **explanations** to justify correlation. **Enclose a copy of the regional or local governmental adopted Greenway Plan.**

(Tab as Exhibit “J”) (4 points)

5. MIXED USE OR SINGLE USE TRAILS

Does the specific trail design demonstrate that the project will support:
Mixed use recreational trail opportunities, either motorized or non-motorized, or both?

☐ Yes ☐ No

(8 points)

-----OR-----

Single use recreational trail opportunities?

☐ Yes ☐ No

(6 points)

6. INFRASTRUCTURE ASSESMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant's population density as set forth in the study titled "**1995 INFRASTRUCTURE ASSESMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**". Use the table below to determine in which priority funding need ranking the project falls. **(Check ONLY one)**:

☐ Highest Priority Funding Need

(13 points)

☐ Second Highest Priority Funding Need

(8 points)

Population Density 1 – Population Under 10,000	Rank 1 Rank 2	Construction Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1 Rank 2	Renovation Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1 Rank 2	Construction Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1 Rank 2	Construction Renovation
Population Density 5 – Population 100,000 and Over	Rank 1 Rank 2	Renovation Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

Part III – Supporting Documents

POPULATION DENSITIES

Outdoor Facility Needs Ranked by Priority Index: Population Density 1

Rank	Renovation	Construction	
	<u>Facility</u>	<u>Points</u>	<u>Facility</u>
1	Playgrounds	6	Baseball Fields
2	Support Facilities	5	Softball Fields
3	Tennis Courts	5	Playgrounds
4	Rest Rooms	5	Rest Rooms
5	Picnic Facilities	4	Support Facilities
6	Baseball Fields	4	Soccer Fields
7	Basketball Courts	4	Basketball Courts
8	Softball Fields	4	Bike Trails
9	Swimming Pools	4	Swimming Pools
10	Boating Facilities	4	Tennis Courts
11	Fishing Piers	3	Picnic Facilities
12	Camping	3	Handball Courts
13	Handball Courts	3	Fishing Piers
14	Football Fields	3	Football Fields
15	Soccer Fields	3	Boating Facilities
16	Beach Access	2	Exercise Trails
17	Historical Facilities	2	Camping
18	Shuffleboard Courts	2	Beach Access
19	Nature Trails	2	Historical Facilities
20	Other	2	Shuffleboard Courts
21	Golf Courses	2	Nature Trails
22	Bike Trails	1	Golf Courses
23	Exercise Trails	1	Hiking Trails
24	Hiking Trails	1	Horse Trails
25	Horse Trails	1	Other

Population Density 1 - Population Under 10,000

Outdoor Facility Needs Ranked by Priority Index: Population Density 2

Rank	Renovation	Construction			
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Support Facilities	6	Cluster I
2	Support Facilities	6	Rest Rooms	6	
3	Playgrounds	6	Playgrounds	6	
4	Baseball Fields	5	Softball Fields	5	Cluster II
5	Tennis Courts	5	Soccer Fields	5	
6	Softball Fields	5	Baseball Fields	5	
7	Basketball Courts	4	Basketball Courts	4	Cluster III
8	Boating Facilities	4	Picnic Facilities	4	
9	Swimming Pools	4	Swimming Pools	4	
10	Picnic Facilities	4	Football Fields	4	
11	Soccer Fields	4	Tennis Courts	4	
12	Exercise Trails	3	Handball Courts	3	Cluster IV
13	Football Fields	3	Nature Trails	3	
14	Shuffleboard Courts	3	Bike Trails	3	
15	Handball Courts	2	Boating Facilities	2	Cluster V
16	Beach Access	2	Other	2	
17	Fishing Piers	2	Exercise Trails	2	
18	Camping	2	Golf Courses	2	
19	Bike Trails	2	Hiking Trails	2	
20	Nature Trails	2	Fishing Piers	2	
21	Other	2	Camping	2	
22	Golf Courses	1	Beach Access	1	Cluster VI
23	Hiking Trails	1	Historical Facilities	1	
24	Historical Facilities	1	Horse Trails	1	
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 2 - Population From 10,000 to 24,999

Outdoor Facility Needs Ranked by Priority Index: Population Density 3

Rank	Renovation	Construction			
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Baseball Fields	6	Cluster I
2	Playgrounds	6	Soccer Fields	6	
3	Support Facilities	5	Support Facilities	5	Cluster II
4	Tennis Courts	5	Softball Fields	5	
5	Baseball Fields	5	Playgrounds	5	
6	Basketball Courts	5	Boating Facilities	5	
7	Beach Access	4	Football Fields	4	Cluster III
8	Swimming Pools	4	Tennis Courts	4	
9	Soccer Fields	4	Rest Rooms	4	
10	Picnic Facilities	4	Picnic Facilities	4	
11	Football Fields	3	Basketball Courts	3	Cluster IV
12	Softball Fields	3	Other	3	
13	Boating Facilities	3	Exercise Trails	3	
14	Exercise Trails	2	Bike Trails	2	Cluster V
15	Handball Courts	2	Nature Trails	2	
16	Other	2	Camping	2	
17	Golf Courses	2	Handball Courts	2	
18	Shuffleboard Courts	2	Historical Facilities	2	
19	Fishing Piers	2	Swimming Pools	2	
20	Bike Trails	2	Hiking Trails	2	
21	Hiking Trails	2	Golf Courses	2	
22	Nature Trails	2	Beach Access	2	
23	Camping	2	Fishing Piers	2	
24	Historical Facilities	1	Horse Trails	1	Cluster VI
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 3 - Population From 25,000 to 49,999

Outdoor Facility Needs Ranked by Priority Index: Population Density 4

Rank	Renovation	Construction			
	Facility	Points	Facility	Points	
1	Playgrounds	6	Soccer Fields	6	Cluster I
2	Rest Rooms	5	Playgrounds	5	
3	Support Facilities	5	Picnic Facilities	5	Cluster II
4	Tennis Courts	5	Baseball Fields	5	
5	Soccer Fields	5	Support Facilities	5	
6	Baseball Fields	5	Swimming Pools	5	
7	Swimming Pools	4	Softball Fields	4	Cluster III
8	Exercise Trails	4	Basketball Courts	4	
9	Softball Fields	4	Rest Rooms	4	
10	Basketball Courts	4	Other	4	
11	Handball Courts	3	Exercise Trails	3	Cluster IV
12	Picnic Facilities	3	Golf Courses	3	
13	Boating Facilities	2	Tennis Courts	2	Cluster V
14	Beach Access	2	Boating Facilities	2	
15	Fishing Piers	2	Fishing Piers	2	
16	Shuffleboard Courts	2	Football Fields	2	
17	Football Fields	2	Handball Courts	2	
18	Golf Courses	2	Bike Trails	2	
19	Nature Trails	2	Nature Trails	2	
20	Other	2	Hiking Trails	2	
21	Bike Trails	2	Horse Trails	2	
22	Camping	2	Beach Access	2	
23	Hiking Trails	2	Camping	2	
24	Historical Facilities	1	Historical Facilities	1	Cluster VI
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 4 - Population From 50,000 to 99,999

Outdoor Facility Needs Ranked by Priority Index: Population Density 5

Rank	Renovation	Construction			
	Facility	Points	Facility	Points	
1	Support Facilities	6	Support Facilities	6	Cluster I
2	Rest Rooms	5	Baseball Fields	5	Cluster II
3	Playgrounds	5	Playgrounds	5	
4	Tennis Courts	4	Softball Fields	4	Cluster III
5	Swimming Pools	4	Rest Rooms	4	
6	Boating Facilities	4	Soccer Fields	4	
7	Basketball Courts	4	Picnic Facilities	4	
8	Golf Courses	3	Bike Trails	3	Cluster IV
9	Softball Fields	3	Swimming Pools	3	
10	Picnic Facilities	3	Exercise Trails	3	
11	Historical Facilities	3	Hiking Trails	3	
12	Baseball Fields	3	Other	3	
13	Fishing Piers	3	Golf Courses	3	
14	Exercise Trails	3	Camping	3	
15	Soccer Fields	3	Beach Access	3	
16	Handball Courts	2	Historical Facilities	2	Cluster V
17	Camping	2	Tennis Courts	2	
18	Football Fields	2	Basketball Courts	2	
19	Nature Trails	2	Boating Facilities	2	
20	Beach Access	2	Fishing Piers	2	
21	Bike Trails	2	Football Fields	2	
22	Other	2	Nature Trails	2	
23	Hiking Trails	2	Handball Courts	2	
24	Horse Trails	1	Horse Trails	1	Cluster VI
25	Shuffleboard Courts	1	Shuffleboard Courts	1	

Population Density 5 - Population From 100,000 & Over

CONTACT FOR ADDITIONAL INFORMATION:

Contact	Phone
A. FRDAP Application Information & Help	850/245-2501
B. FRDAP Administrative Rule https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program	850/245-2501
C. Statewide Comprehensive Outdoor Recreation Plan (SCORP) https://floridadep.gov/parks/parks-office-park-planning/content/state-park-planning	850/245-3051
D. State Lands, Bureau of Appraisal	850/245-2555
E. Recreation Accessibility and Safety Program Manager, Florida Park Service	850/245-3031
F. Office of Greenways & Trails and the Florida Statewide Greenways & Trails Plan	850/245-2052



Division of State Lands

Land and Recreation Grants Section

Staff Assignments



(850) 245-2501
floridadep.gov/Grants

The Land and Recreation Grants team administers four local, state, and federal grant programs which provide acquisition and recreational program grants throughout Florida each fiscal year. The grant programs are:

- Florida Communities Trust - Park and Open Space Program and Stan Mayfield Working Waterfronts Program
- Florida Recreation and Development Assistance Program
- Land and Water Conservation Fund Program
- Recreational Trails Program

ADOPT RESOLUTION 2024-R-179 authorizing execution of Change Order #1 with Kent Brothers, Inc. for the Moseley Avenue to Railroad tracks project in the amount of \$143,352.62 for changes due to unforeseen conditions and reconciliation of unused quantities and quantity overruns. (100% grant funded).

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request approval of proposed Change Order No 1 in the amount of \$143,352.62 as a result of these additions to the scope of work and necessary and unforeseen field changes.

BACKGROUND

The change order is for requested changes at 17th and Laurel including the removal of 8" valve from 8" x 16" cross and install a plug. Abandoned by grout fill existing 8" water main between Laurel Street and St. Johns Avenue. Changes due to unforeseen conditions - removal of two layers of sidewalk and multiple layers of asphalt pavement. Reconciliation of unused quantities and quantity overruns.

PROJECT ANALYSIS

City Staff recommends modifying the budget and Scope of Work by increasing the funding by \$143,352.62. 100% grant funded and within proposed '24-25 budget.
041-00-389-3-4500 / 041-13-536-6-6473

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-179 authorizing execution of Kent Brothers Change Order 1 for Moseley to 13th Street project
2.	Kent Brothers Change Order #1 Moseley to RR

RESOLUTION NO. 2024-R-179

**A RESOLUTION AUTHORIZING EXECUTION OF
CHANGE ORDER NO 1 WITH KENT BROTHERS, INC.
FOR THE MOSELEY TO 13TH STREET PROJECT
REFLECTING CHANGES DUE TO UNFORSEEN
CONDITIONS AND RECONCILIATION OF UNUSED
QUANTITIES AND QUANTITY OVERRUNS; AND
PROVIDING FOR SCRIVENER'S ERRORS.**

WHEREAS, Kent Brothers, Inc., the contractor of record, has presented Change Order No 1 in an amount of \$143,352.62 for the Moseley to 13th Street project for changes due to unforeseen conditions and reconciliation of unused quantities and quantity overruns; and

WHEREAS, the City deems it reasonable and necessary to execute Change Order No. 1 in the amount of \$143,352.62 for a total contract of \$1,067,612.62 with Kent Brothers, Inc., for the **Project**; and

WHEREAS, the project is 100% grant funded.

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 Change Order No. 1 with Kent Brothers, Inc. for the Moseley to 13th Street 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 26th day of September 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney



CHANGE ORDER NO. 1

Project No. St. Johns Avenue Water Main Improvements
13th Street to Moseley Avenue (ITB 2024-06)

Date: September 4, 2024

Owner: City of Palatka

Project Address: St. Johns Avenue

Contractor: Kent Bros Inc.

Change Ordered:

- Requested changes at S. 17th Street and Laurel Street. Remove 8" valve from 8" x 16" cross and install a plug. Abandon by grout fill existing 8" water main between Laurel Street and St. Johns Avenue.
- Changes due to unforeseen conditions. 2 layers of sidewalk and multiple layers of asphalt pavement.
- Reconciliation of unused quantities and quantity overruns.

CONTRACT AMOUNT

Original Contract Amount	\$ 924,260.00
Previous Change Orders	\$ 0.00
Change Order Addition	\$ 143,352.62
Change order Deduction	\$ 0.00
Revised Contract Amount	\$ 1,067,612.62

This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.

Contractor

Date

Owner (City/County)

Date

Engineer

Date

Project Manager

Date

CHANGE ORDER REQUEST					
PRIME CONTRACTOR: KENT BROS INC 108 Jax Lane Palatka, FL 32177	PROJECT:	St Johns Avenue Water Main Moseley to 13th	APPLICATION NO: 1 PERIOD TO: 8/31/2024	Distribution to: Owner: _____ Customer: _____ Engineer: X	
ENGINEER: Hanson Professional Services Inc 8075 Gate Parkway West, Suite 204 Jacksonville, FL 32216	CUSTOMER:	City of Palatka 201 N 2nd Street Palatka, FL 32177 386.659.2174	CONTRACT NUMBER: N/A PURCHASE ORDER NUMBER: 70419 CONTRACT DATE: 2/9/2024 FINAL COMPLETION DATE: 8/8/2024		
Explanation for Change Order Request					
<u>Resolution of Reduction in Scope of Work by County Contractor</u> <u>17th St to Laurel 8" WM Abandonment (Add-On)</u> <u>Unit Quantities Exceeding Bid Quantities & Uncovered Work</u> <u>Details Attached.</u>					
CHANGE ORDER TOTAL AMOUNT \$143,352.62					
CHANGE ORDER ADD CONTRACT DAYS 60					
CONTRACTOR: Kent Bros., Inc. BY: _____ DATE: 8/31/2024					

CHANGE ORDER NO. 1 - DETAILED JUSTIFICATION

UNIT PRICE SCHEDULE			ORIGINAL ESTIMATE			ORIGINAL CONTRACT \$		\$924,260.00	
ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	CONTRACT PRICE	QTY CHANGE	ADJUSTMENT \$	BALANCE	JUSTIFICATION / NOTES
Unused Quantities: 360 LF of 6" WM along St Johns can be eliminated from the scope for 15th block as discovered previously installed WM is in-place and online.									
6	6" PVC Water Main	3049	LF	\$62.00	\$ 189,038.00	-360.00	-\$22,320.00		Reduction: 360 LF of 6" WM along St Johns can be eliminated from the scope for 15th block as discovered previously installed WM is in-place and online.
8	8" M.J. Gate Valve w/ Box & Cover	5	EA	\$2,500.00	\$ 12,500.00	-1.00	-\$2,500.00		
9	6" M.J. Gate Valve w/ Box & Cover	22	EA	\$2,000.00	\$ 44,000.00	-1.00	-\$2,000.00		
13	8" M.J. 45 Deg. Bend	22	EA	\$900.00	\$ 19,800.00	-8.00	-\$7,200.00		
14	6" M.J. 45 Deg. Bend	47	EA	\$800.00	\$ 37,600.00	-4.00	-\$3,200.00		
26	1" Water Service Complete (Long Side)	8	EA	\$2,000.00	\$ 16,000.00	-2.00	-\$4,000.00		
22	8" x 6" M.J. Tee	2	EA	\$1,500.00	\$ 3,000.00	-1.00	-\$1,500.00		
SubTotal:							(\$42,720.00)		
32	Asphalt Pavement Removal and Replacement	5990	SF	\$20.00	\$ 119,800.00				
a.	Correction of Pay Requests 1-5 to			(\$4.00)	\$ -	5990.00	-\$23,960.00		Credit - Asphalt Replacement by County Contractor
b.	Adjusted Asphalt Pavement Removal for and additional 1.5 Layers			\$16.00	\$ -	8985.00	\$143,760.00		Debit - Uncovered thickness of item was 2-3 X thicknesses to be removed than expected which required more excavation time and effort, and more materials hauled out with more backfill material required to reach natural grade. 100% of the project was on average of 1.5 extra layers deeper than anticipated; thereby bringing the additional amount to 5990 SF X 1.5 = 8,985 SF @ Adjusted SF Charge for removal only of \$16 SF = \$143,760.00.
SubTotal:							\$119,800.00		
33	Concrete Curb and Gutter Removal and Replacement	504	LF	\$36.00	\$ 18,144.00				
a.	Correction of Pay Requests 1-5 to Adjusted Price of \$17.36/LF for Concrete Curb & Gutter Removal Only			(\$18.64)	\$ -	504.00	-\$9,394.56		Credit - Concrete Replacement by County Contractor
SubTotal:							(\$9,394.56)		
34	Concrete Sidewalk (4" Thick) Removal and Replacement	1314	SY	\$108.00	\$ 141,912.00				
a.	Correction of Pay Requests 1-5 to Adjusted Price of \$17.36/LF for Sidewalk (4" Thick) Removal Only			(\$55.91)	\$ -	1314.00	-\$73,465.74		Credit - Concrete Replacement by County Contractor
b.	Adjusted Sidewalk (4" Thick) Removal for and additional 2 Layers			\$52.09	\$ -	1314.00	\$68,446.26		Debit - Uncovered thickness of item was 2 X thicknesses to be removed than expected which required more excavation time and effort, and more materials hauled out with more backfill material required to reach natural grade. 100% of the project was on average of 1 extra layers deeper than anticipated; thereby bringing the additional amount to 1314 SY X 1 = 1314 SY @ Adjusted LF Charge for removal only of \$52.09 = \$68,446.26.
SubTotal:							(\$5,019.48)		
Reconciliation of Unused Quantities									
7	2" PVC Water Main	10	LF	\$35.00	\$ 350.00	-10.00	-\$350.00		Items Not Required
12	2" M.J. Cut-in Sleeve	1	EA	\$500.00	\$ 500.00	-1.00	-\$500.00		Items Not Required
16	2" 45 Deg. Bend	2	EA	\$500.00	\$ 1,000.00	-2.00	-\$1,000.00		Items Not Required
17	8" x 6" M.J. Cross	1	EA	\$3,000.00	\$ 3,000.00	-1.00	-\$3,000.00		Items Not Required
20	2" Plug	2	EA	\$100.00	\$ 200.00	-2.00	-\$200.00		Items Not Required
36	Sodding	1980	SF	\$4.00	\$ 7,920.00	-1980.00	-\$7,920.00		
SubTotal:							(\$12,970.00)		
17th St to Laurel 8" WM Abandonment (Add-On)									
1	General Conditions, Mobilization, Bonds, Insurance		LS	\$500.00		1.00	\$500.00		
2	Site Preparation		LS	\$1,000.00		1.00	\$1,000.00		
3	Maintenance of Traffic		LS	\$500.00		1.00	\$500.00		
18	8" M.J. Plug/Cap		EA	\$500.00		2.00	\$1,000.00		
30	Close Valve and Remove Box and Cover		EA	\$500.00		1.00	\$500.00		
31	Abandon 8" Water Main by Grout Filling Pipe or Cap		LF	\$22.00		719.00	\$15,818.00		
32	Asphalt Pavement Removal and Replacement		SF	\$20.00		150.00	\$3,000.00		
SubTotal:							\$22,318.00		
Changes in Bid Quantities									
10	8" M.J. Cut-in Sleeve		EA	\$2,500.00		2	\$ 5,000.00		Additional Sleeves installed.
11	6" M.J. Cut-in Sleeve		EA	\$2,000.00		2	\$ 4,000.00		Additional Sleeves installed.
13	8" M.J. 45 Deg. Bend		EA	\$900.00		22	\$ 19,800.00		Additional 45 Deg Bends.
23	8" x 6" M.J. Reducer		EA	\$750.00		1	\$ 750.00		Additional Reducers installed.
25	1" Water Service Complete (Short Side)		EA	\$2,000.00		9	\$ 18,000.00		Additional longside services on Moseley
26	1" Water Service Complete (Long Side)		EA	\$2,000.00		2	\$ 4,000.00		Additional services installed.
27	2" Water Service Complete (Short Side)		EA	\$2,500.00		2	\$ 5,000.00		Additional services installed.
	6" Ductile Iron Pipe		LF	\$74.32		20	\$ 1,486.42		Not in original bid items
	Extra dewatering due to revised Case B		LS	\$1,784.68		1	\$ 1,784.68		
	Sanitary Sewer Repair		LS	\$892.34		1	\$ 892.34		2 locations
	2" Compression 90		EA	\$350.00		3	\$ 1,050.00		Connections to Hotel on Moseley
	Fire Hydrant Extension @ 13th		LS	\$8,477.22		1	\$ 8,477.22		
	Romec Sleeves		EA	\$332.00		2	\$ 664.00		DIP Connection was out of tolerance for standard sleeve
	MJ Cap & Megalugs to County contractor		LS	\$434.00		1	\$ 434.00		3 Megalugs and 1 cap
SubTotal:							\$ 71,338.66		
	Change Order #1						\$143,352.62	\$1,067,612.62	











ADOPT RESOLUTION 2024-R-193 authorizing execution of Supplement No. 1 to Hanson Professional Services Scope and Fee Agreement of the Florida Commerce CDBG COVID Sidewalk project in an amount not to exceed \$23,187.57 (100% grant funded).

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City of Palatka (City) is requesting Hanson Professional Services Inc. (Consultant) to provide professional services to conduct a cultural resources assessment survey (CRAS) of the project area where the new sidewalks are being designed. The cultural resources assessment was requested by the State Historic Preservation Offices through the grantor.

BACKGROUND

The project is currently in the environmental review process. During this review it was determined that a CRAS study was needed.

PROJECT ANALYSIS

City staff recommend modifying the Scope of Work with Hanson Professional Services by approving the proposed Supplemental Agreement #1 in the amount of \$23,187.57 to assist with the following:

- Archaeological survey will include judgmental archaeological testing in areas clear of buried utilities and other development = up to 1 day of fieldwork for 2 archaeologists, up to 5 shovel tests. Architectural history survey will include 1 day of field survey for 2 specialists.
- 4 Resource Forms (including required maps and photos) for each identified resource: 4 resource groups + 1 Survey Log sheet for project = est. 5 forms.
- Includes preparation of health & safety plan, coordination for utility locates, background research, preparation of report text, field and report graphics, technical editing, clerical support, project administration (progress reports, team teleconferences) 101-00-331-7-7004 / 101-18-519-8-8909

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	Resolution 2024-R-193 authorizing Hanson Supplement No. 1 for Covid Sidewalk project
----	--

2.	Covid Sidewalk_Supplement#1_Proposal (003)
----	--

RESOLUTION NO. 2024-R-193

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AND ATTEST HANSON PROFESSIONAL
SERVICES' SCOPE AND FEE SUPPLEMENT NO. 1 FOR
THE FLORIDA COMMERCE CDBG COVID SIDEWALK
PROJECT; AND PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, Hanson Professional Services scope and fee for the COVID Sidewalk project was approved on October 27, 2022 in the amount of \$241,377.45; and

WHEREAS, Hanson Professional Services has submitted Supplement No 1 to the COVID Sidewalk Scope and Fee agreement in the amount of \$23,187.57; and

WHEREAS, the City deems it reasonable and necessary to authorize the execution of Hanson Professional Services' Supplement No 1 in support of the PROJECT.

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

1. the Mayor and City Clerk are hereby authorized to execute and attest Hanson Professional Services' Scope and Fee Supplement No 1 in the amount of \$23,187.57 in support of the PROJECT; and
2. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which of not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 26th day of September 2024.

CITY OF PALATKA

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

May 3, 2024

**SCOPE OF SERVICES
CDBG COVID MITIGATION GRANT
SIDEWALK
SUPPLEMENT #1**

CITY OF PALATKA, FLORIDA

PROJECT DESCRIPTION

The City of Palatka (City) is requesting Hanson Professional Services Inc. (Consultant) to provide professional services to conduct a cultural resources assessment survey (CRAS) of the project area where the new sidewalks are being designed. The cultural resources assessment was requested by the State Historic Preservation Offices through the grantor.

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

I. SCOPE OF SERVICES

TASK 1 – CULTURAL RESOURCES ASSESSMENT SURVEY

The Consultant, through a subconsultant will complete a CRAS of the project areas where the proposed sidewalk is being designed. The efforts for this task specifically include:

- Archaeological survey will include judgmental archaeological testing in areas clear of buried utilities and other development = up to 1 day of fieldwork for 2 archaeologists, up to 5 shovel tests. Architectural history survey will include 1 day of field survey for 2 specialists.
- 4 Resource Forms (including required maps and photos) for each identified resource: 4 resource groups + 1 Survey Log sheet for project = est. 5 forms.

Includes preparation of health & safety plan, coordination for utility locates, background research, preparation of report text, field and report graphics, technical editing, clerical support, project administration (progress reports, team teleconferences).

II. PERIOD OF SERVICE / COMPENSATION AMOUNT

Period of service and compensation amount is based upon preparing CRAS report for the project area within 12 weeks of notice to proceed.

Charges for professional services performed by Hanson and subconsultants for all services listed in the Scope of Services will be made on the basis of \$23,187.57 lump sum as detailed in Exhibit A. Billings will be issued at least monthly and will be based on the estimated percentage of the total Scope of Services that has been completed.

III. PROJECT SERVICES EXCLUSIONS / OTHER

1. Additional services that may be determined/required beyond that provided herein will require a mutually acceptable scope/fee supplement agreement prior to initiating same.
2. Assumptions: No artifacts requiring laboratory analysis or curation will be identified. Local staff will be available for fieldwork (no air fare or lodging required). No work outside the existing right-of-way is required. Electronic draft report and hard copy final report + SHPO package sent to FDHR upon client request.

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

5/3/2024
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
CDBG COVID MITIGATION GRANT SIDEWALK**

PART I - GENERAL

1. Project Covid Mitigation Sidewalk Supplement #1	2. Work Authorization TBD
3. Consultant Name Hanson Professional Services, Inc	4. Date of Proposal 5/3/2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTALS
Project Director	\$ 255.00	0	\$ -	
Project Manager	\$ 220.00	2	\$ 440.00	
Sr. Engineer	\$ 185.00	0	\$ -	
Engineer	\$ 140.00	0	\$ -	
Sr. Designer	\$ 145.00	0	\$ -	
CADD Technician	\$ 95.00	0	\$ -	
Sr. Clerical	\$ 80.00	4	\$ 320.00	
Total Direct Labor	\$ 126.67	6		\$ 760.00

PART III - OTHER COSTS

6. Miscellaneous Direct Costs		
	\$ -	
MISCELLANEOUS DIRECT COSTS SUBTOTAL		\$ -
7. Subcontracts (Lump Sum)		
Cultrual Resources Assessment Survey (SEARCH, Inc.)	\$ 22,427.57	
SUBCONTRACTS (LUMP SUM) SUBTOTAL		\$ 22,427.57
TOTAL LUMP SUM AMOUNT (Items 5, 6, and 7)		\$ 23,187.57
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)	\$ 23,187.57
--	---------------------

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: CDBG COVID Mitigation Grant Sidewalk
County: Putnam
FPN: N/A
FAP No.: 1/0/1900

Consultant Name: SEARCH, Inc.
Consultant No.: P23-0376
Date: 5/3/2024
Estimator: Altes

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Chief Archaeologist	Sr. Scientist	Scientist	Sr. Archaeologist	Archaeologist	GIS Specialist	Secretary/Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$0.00	\$56.09	\$45.26	\$33.69	\$46.32	\$31.47	\$33.84	\$30.40	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project Common and Project General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits and Env. Clearances	197	0	10	30	39	10	30	39	39	0	0	0	0	197	\$7,145	\$36.27
Total Staff Hours	197	0	10	30	39	10	30	39	39	0	0	0	0	197		
Total Staff Cost		\$0.00	\$560.90	\$1,357.80	\$1,313.91	\$463.20	\$944.10	\$1,319.76	\$1,185.60	\$0.00	\$0.00	\$0.00	\$0.00		\$7,145.27	\$36.27

Check = \$7,145.27

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:					\$7,145.27
OVERHEAD:		129%			\$9,241.69
OPERATING MARGIN:		28%			\$2,000.68
FCCM (Facilities Capital Cost Money):		0.140%			\$10.00
EXPENSES:		56.40%			\$4,029.93
SUBTOTAL ESTIMATED FEE:					\$22,427.57
Survey (Field)	0	4-person crew	\$ -	/ day	\$0.00
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:					\$22,427.57
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$22,427.57

ADOPT RESOLUTION 2024-R-186 authorizing the execution of Amendment No. 1 to LPA0602 Palatka Water Main Replacement via Florida Department of Environmental Protection (FDEP) to increase the grant total award to \$10,500,000 (100% grant)

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City has received an additional \$3.5 million in appropriation funding for the Water Main Replacement project. Staff request approval for the Mayor to execute Amendment 1 to increase funding for the LPA0602 Palatka Water Main Replacement Grant to \$10,500,000.

BACKGROUND

The City executed grant agreement LPA0602 with Florida Department of Environmental Protection in March 2024 in the amount of \$7,000,000 for the Northeast/Northwest Potable project. Amendment 1 will provide an additional 3.5M in Appropriation funding for the project.

PROJECT ANALYSIS

Staff recommend modifying the agreement by increasing the funding by \$3,500,000. 041-00-389-6-3100 / 041-13-536-8-6468

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	Resolution 2024-R-186 authorizig execution of Amendment No 1 LPA0602
2.	2214 LPA0602 Palatka Water Main Replacement Amendment 1

RESOLUTION NO. 2024-R-186

**A RESOLUTION AUTHORIZING THE EXECUTION OF
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION (FDEP) WATER MAIN REPLACEMENT
GRANT AGREEMENT NO. LPA0602 AMENDMENT NO 1
INCREASING THE TOTAL GRANT AMOUNT; AND
PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, the Florida Department of Environmental Protection (FDEP) has awarded the City a grant in the amount of \$7,000,000 for Water Main Replacement within the Northwest and Northeast areas (PROJECT); and

WHEREAS, the FDEP has issued Amendment No 1 increasing the total grant award to \$10,500,000; and

WHEREAS, it is in the best interest of the City of Palatka to execute and accept amendment no 1 to the grant agreement; and

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

- 1. the Palatka City Commission confirms and approves Amendment No 1 to LPA0602 with the Department of Environmental Protection (FDEP) for Water Main Replacement; and
- 2. the Mayor and City Clerk are authorized to execute and attest all documents required with amendment no 1; and
- 3. the City Manager is hereby authorized to sign all contracts and other documents as may be required in support of the project, after review and approval by the city attorney.
- 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 26th day of September 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

**AMENDMENT NO. 1
TO AGREEMENT NO. LPA0602
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF PALATKA**

This Amendment to Agreement No. LPA0602 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Palatka (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Palatka – Potable Water Main Line Replacement (Project), effective March 18, 2024; and,

WHEREAS, \$3,500,000 in additional funding for this Project is provided under Line Item LI 1732A of the 2024-2025# General Appropriations Act; and the total funding for this Agreement is now \$10,500,00.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item LI 1732A of the 2024-2025 General Appropriations Act begins on July 1, 2024; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$10,500,00.00	☒ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	\$7,000,000.00
	☒ State ☐ Federal	LP, GAA LI 1732A, FY 24-25, GR	\$3,500,000.00
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$10,500,000.00

2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	Grantee's Grant Manager
Name: Charlene Pulsifer	Name: Troy Bell
Address: 3900 Commanwealth Blvd.	Address: 201 N. 2nd Street
Tallahassee, Florida	Palatka, Florida
32399-3000	32177
Phone: 850-245-2835	Phone: 386-329-0100 x217
Email: Charlene.Pulsifer@FloridaDEP.gov	Email: tbell@palatka-fl.gov

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
4. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Change Order and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF PALATKA

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Troy Bell, City Manager
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Charlene Pulsifer , DEP Grant Manager

Sandra Waters , DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	https://floridadep.gov/wra/wra/documents/progress-report-form

ATTACHMENT 3-1 REVISED GRANT WORK PLAN

PROJECT TITLE: Palatka – Potable Water Main Line Replacement

PROJECT LOCATION: The Project will be located in the City of Palatka within Putnam County; Lat/Long (29.6531, -81.6400).

PROJECT BACKGROUND: The City of Palatka (Grantee) currently has 40 miles of failing water lines. Since 2015, the Grantee has replaced 14.5 miles of failing lines with 3.5 miles of replacement lines in progress, and they are planning for an additional 8 miles of replacement lines. The aged potable lines contain a high level of tuberculation and biofilm buildup. This has been linked to contamination and threats to public health and can negatively impact fire flow, water quality and adequate supply to residents.

PROJECT DESCRIPTION: The Grantee will replace failing water lines, correct poor water quality and alleviate excessive water loss within the system (116,952,000 gallons in 2020). Replacing the old and outdated potable water supply infrastructure with sustainable, newer PVC materials. This project will replace approximately 36,510 LF of potable main lines within the City of Palatka, specifically the development of the Wilson Cypress Site and the Downtown area.

Task # 1: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Potable Water Main Line Replacement.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task # 2: Project Management

Deliverables: The Grantee will provide project management services related to Palatka – Potable Water Main Line Replacement, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than [monthly](#).

Task #3: Construction

Deliverables: The Grantee will construct Palatka – Potable Water Main Line Replacement in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than [monthly](#).

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	\$115,000	07/01/2023	06/30/2026
2	Project Management	Contractual Services	\$115,000	07/01/2023	06/30/2026
3	Construction	Contractual Services	\$10,270,000	07/01/2023	06/30/2026
Total:			\$10,500,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 Environmental Protection. 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 Part 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 Part 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection 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 Environmental Protection, 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. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	\$7,000,000	140047
Amendment 1	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects - LI 1732A	\$3,500,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$10,500,000	
-------------	--------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

ADOPT RESOLUTION 2024-R-189 authorizing additional scope of work on the St. Johns Avenue Phase II Resurfacing Project at the intersection of St. Johns Avenue and 5th Street with Halifax Paving in the amount of \$6,960 utilizing City Match funds.

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Additional work is needed for the St. Johns Avenue Phase II Resurfacing project at the 5th Street intersection.

BACKGROUND

The asphalt in the southwest corner of the 5th Street intersection began developing block cracking and would be repaired with this contract. The resurfacing will be approximately 30 feet from the existing ribbon curb. This new asphalt will be striped with a new stop bar at the location of the stop sign. The General Ledger line is 101-18-519-6-6467

PROJECT ANALYSIS

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-189_authorizing_contract with Halifax Paving for St Johns Avenue Phase II Resurfacing additional work
2.	Palatka 5th Street
3.	CONTRACT FOR SERVICES SJA Resurfacing Halifax Paving
4.	Copper Roads_5th Street intersection
5.	P&S Paving_5th Street intersection

RESOLUTION NO. 2024-R-189

A RESOLUTION AUTHORIZING EXECUTION OF CONTRACT WITH HALIFAX PAVING, INC. FOR THE ST. JOHNS AVENUE PHASE II RESURFACING PROJECT FOR ADDITIONAL MILLING AND PAVING WORK AT THE 5TH STREET INTERSECTION; AND PROVIDING FOR SCRIVENER'S ERRORS.

WHEREAS, Halifax Paving, Inc. provided the lowest most responsive estimate to provide milling and asphalt services at the 5th Street intersection for the St. Johns Avenue Phase II Resurfacing Project; and

WHEREAS, the City deems it reasonable and necessary to execute the contract with Halifax Paving, Inc. in an amount not to exceed \$6,960.00, for the **Project**; and

WHEREAS, the funding will be utilizing City grant match.

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 contract with Halifax Paving, Inc. for the St. Johns Avenue Phae II Resurfacing 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 26th day of September 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

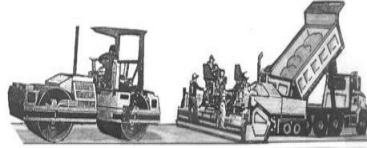
Halifax Paving, Inc.

DATE: 9/11/2024

P.O. Box 730549 Ormond Beach, FL 32173
 Phone 386-676-0200 Fax 386-676-0803
 E-mail; estimating@halifaxpaving.net

TIME: 1:18 PM

TO: City Of Palatka
 201 N. 2nd Street
 Palatka, FL 32177



ATTN: Matt Singletary
 PHONE: 904-624-0978

FAX:

JOB NAME: 5th Street @ St. Johns Avenue

LOCATED AT: Palatka, FL

PLANS BY:

DATE OF PLANS:

****UNIT PRICES WILL BE HONORED FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL.
 MARKET INCREASES MAY APPLY THEREAFTER.****

BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
3" Milling	114	SY	\$ 15.00	\$ 1,710.00
Asphalt 3" SP-12.5 TLC	20	TN	\$ 200.00	\$ 4,000.00
Striping- Minimum Charge	1	LS	\$ 1,250.00	\$ 1,250.00

MOT Is Included

We propose to execute the above scope of work for the sum of:

\$ 6,960.00

EXCLUSIONS:

WE PROPOSE TO PERFORM ONLY THE WORK EXPLICITLY DESCRIBED ABOVE
 ANY ITEM OF WORK WHICH IS NOT EXPLICITLY DESCRIBED ABOVE IS NOT INCLUDED IN THIS PROPOSAL.
 THIS ITEMIZED PROPOSAL SHALL BECOME A BINDING ADDENDUM TO ANY CONTRACT DERIVED FROM THIS PROPOSAL.
 This proposal only includes work shown in the Civil Drawings.
 Permit Applications, Permit Fees, Impact Fees, or Other Fees of any kind are NOT INCLUDED in this Proposal.
 This Proposal may be withdrawn by us if not accepted within 30 days.
 All work is guaranteed to be as specified.
 All work is to be completed in a workmanlike manner according to standard construction practices.
 Any alteration or deviation from the above scope of work, will be executed only upon written orders.
 Any alteration or deviation from the above scope of work, involving extra costs, will become an extra charge over and above this Proposal.
 Owner to carry Fire, Tornado, Hurricane and other necessary insurance.
 Our Workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal –

The above scope of work, specifications, conditions, and prices are satisfactory and are hereby accepted.
 Halifax Paving is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____ Date of Acceptance _____

Authorized Signature _____ Date of Acceptance _____

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

St. Johns Avenue Streetscapes Resurfacing at 5th Street Intersection

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 HALIFAX PAVING, INC, a Corporation authorized to do business in the State of Florida, hereinafter referred to as Halifax Paving, whose Federal I.D. is _____. In consideration of the mutual promises contained herein, the CITY and HALIFAX PAVING INC. agree as follows:

ARTICLE 1 – SCOPE OF WORK AND CONTACTS

HALIFAX PAVING, INC. responsibility under this Contract is to provide professional services in the area of St. Johns Avenue Streetscape Resurfacing improvements, 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.

HALIFAX PAVING INC. representative/liaison during the performance of this Contract shall be Joey Durrance, 870 Hull Road, Ormond Beach, FL 32174

ARTICLE 2 - SCHEDULE

HALIFAX PAVING INC. shall commence services after the execution of a notice to proceed and complete all services no later than 30 days after the issuance of a Notice to Proceed. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO HALIFAX PAVING 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 Six Thousand Nine Hundred and Sixty Dollars (\$6,960.00). HALIFAX PAVING INC. shall notify the CITY's representative in writing when 90% of the "not to exceed amount" has been reached.
- B. HALIFAX PAVING 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 HALIFAX PAVING 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, HALIFAX PAVING INC. will clearly state "final invoice" on HALIFAX PAVING INC. final/last billing to the CITY. This shall constitute HALIFAX PAVING 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 HALIFAX PAVING.
- E. In order to do business with City of Palatka, HALIFAX PAVING 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 HALIFAX PAVING 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 HALIFAX PAVING 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 HALIFAX PAVING 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 HALIFAX PAVING 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 HALIFAX PAVING INC.. It may also be terminated, in whole or in part, by the CITY, with cause upon five (5) business days written notice to HALIFAX PAVING INC. or without cause upon ten (10) business days written notice to HALIFAX PAVING INC.. Unless HALIFAX PAVING INC. is in breach of this Contract, HALIFAX PAVING 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, HALIFAX PAVING 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

HALIFAX PAVING 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 HALIFAX PAVING 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 HALIFAX PAVING 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. HALIFAX PAVING INC. warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of HALIFAX PAVING 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. HALIFAX PAVING, INC is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If HALIFAX PAVING, 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, HALIFAX PAVING, 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 HALIFAX PAVING INC.. HALIFAX PAVING INC. shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is HALIFAX PAVING INC. authorized to use the CITY'S Tax Exemption Number in securing such materials. HALIFAX PAVING 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

HALIFAX PAVING 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 HALIFAX PAVING INC., are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by HALIFAX PAVING INC. under the Contract. HALIFAX PAVING 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:

HALIFAX PAVING 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:

HALIFAX PAVING INC. shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability:

HALIFAX PAVING 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 HALIFAX PAVING, INC most recent annual report or audited financial statement. For policies written on a "claims-made" basis, HALIFAX PAVING, 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, HALIFAX PAVING 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 HALIFAX PAVING 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, HALIFAX PAVING 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 HALIFAX PAVING 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 t h a t includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should HALIFAX PAVING 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, HALIFAX PAVING 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

HALIFAX PAVING 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 HALIFAX PAVING INC..

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and HALIFAX PAVING 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 HALIFAX PAVING 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

HALIFAX PAVING 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.

HALIFAX PAVING INC. further represents that no person having any such conflict of interest shall be employed for said performance of services. HALIFAX PAVING 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 HALIFAX PAVING 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 HALIFAX PAVING 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 HALIFAX PAVING INC.. The CITY agrees to notify HALIFAX PAVING INC. of its opinion by certified mail within thirty (30) days of receipt of notification by HALIFAX PAVING INC.. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by HALIFAX PAVING INC., the CITY shall so state in the notification and HALIFAX PAVING 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 HALIFAX PAVING INC. under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

HALIFAX PAVING 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 HALIFAX PAVING 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 HALIFAX PAVING INC. request, the CITY shall consider the facts and extent of any failure to perform the work and, if HALIFAX PAVING 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

HALIFAX PAVING 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. HALIFAX PAVING 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

HALIFAX PAVING 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 HALIFAX PAVING 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

HALIFAX PAVING, 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 HALIFAX PAVING INC. sole direction, supervision, and control. HALIFAX PAVING INC. shall exercise control over the means and manner in which it and its employees perform the work, and in all respects HALIFAX PAVING 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. HALIFAX PAVING INC. does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

HALIFAX PAVING, INC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for HALIFAX PAVING, 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 HALIFAX PAVING, 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

HALIFAX PAVING, 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 HALIFAX PAVING, 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. HALIFAX PAVING, 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, HALIFAX PAVING, 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 HALIFAX PAVING, INC retaliate against any person for reporting instances of such discrimination. HALIFAX PAVING, 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. HALIFAX PAVING, 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. HALIFAX PAVING, INC shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

HALIFAX PAVING, 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, HALIFAX PAVING, INC certifies that it, its affiliates, suppliers, subcontractors and HALIFAX PAVING, INCs 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 HALIFAX PAVING, INC of the CITY'S notification of a contemplated change, HALIFAX PAVING, 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 HALIFAX PAVING, INC ability to meet the completion dates or schedules of this Contract. If the CITY so instructs in writing, HALIFAX PAVING, 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 HALIFAX PAVING, INC shall not commence work on any such change until such written amendment is signed by HALIFAX PAVING, 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 HALIFAX PAVING, INC., notices shall be addressed to:

HALIFAX PAVING, INC:

Joey Durrance
HALIFAX PAVING, INC.
870 Hull Road
Ormond Beach, FL 32174

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and HALIFAX PAVING, 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

HALIFAX PAVING, 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. HALIFAX PAVING, 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, HALIFAX PAVING, INC certifies that it, its affiliates, suppliers, subcontractors and HALIFAX PAVING, INC 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 HALIFAX PAVING, 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, HALIFAX PAVING, INC certifies that it, its affiliates, suppliers, subcontractors and HALIFAX PAVING, 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 HALIFAX PAVING, 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 HALIFAX PAVING, INC: (i) provides a service; and (ii) acts on behalf of the CITY as provided under Section 119.011(2) F.S., HALIFAX PAVING, INC shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time HALIFAX PAVING, 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 HALIFAX PAVING, INC does not transfer the records to the public agency.
- D. Upon completion of the Contract HALIFAX PAVING, INC shall transfer, at no cost to the CITY, all public records in possession of HALIFAX PAVING, 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 HALIFAX PAVING, INC transfers all public records to the CITY upon completion of the Contract, HALIFAX PAVING, INC shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If HALIFAX PAVING, INC keeps and maintains public records upon completion of the Contract, HALIFAX PAVING, INC shall meet all applicable requirements for retaining public records. All records stored electronically by HALIFAX PAVING, 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 HALIFAX PAVING, 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. HALIFAX PAVING, 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. HALIFAX PAVING, INC shall execute by manual means only, unless the CITY provides otherwise.

ARTICLE 32 - E-VERIFY - EMPLOYMENT ELIGIBILITY

HALIFAX PAVING, 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 HALIFAX PAVING, 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. HALIFAX PAVING, 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. HALIFAX PAVING, 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 HALIFAX PAVING, INC has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that HALIFAX PAVING, INC subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, CITY shall notify HALIFAX PAVING, INC to terminate its contract with the subcontractor and HALIFAX PAVING, INC shall immediately terminate its contract with the subcontractor. If CITY terminates this CONTRACT pursuant to the above, HALIFAX PAVING, 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, HALIFAX PAVING, 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 HALIFAX PAVING, INC has hereunto set its hand the day and year above written.



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: **ST. JOHNS AVENUE STREETSCAPE RESURFACING
5TH STREET INTERSECTION**

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

Milling and resurfacing, base work, highway signing, and other incidental construction on St. Johns Avenue in the City of Palatka at the 5th Street intersection. 3" Milling, Asphalt 3" SP-12.5 TLC, Striping

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

COPPER ROADS LLC.

1410 SOUTH S.R. 19
PALATKA, FL 32177

Phone: 386.937.7850
E-Mail office@copperroadsllc.com

****PROPOSAL****

DATE: Aug. 28, 2024

Sent to: City Of Palatka
PROJECT NAME: 5th Street & St. Johns Ave.
ATT: Daniel
P.O. #

DESCRIPTION	QTY	Unit	Unit Price	Amount
Mill roughly 28 ft. Down 5 th st. from St. Johns Ave from curb to curb And place back 1.5" of asphalt	1	L/S	\$ 8,900.00	\$ 8,900.00
TOTAL				\$ 8,900.00



P&S Paving Inc.
3701 Olson Dr.
Daytona Beach, Fl. 32724
(386) 258-7911
estimating@pandspavinginc.com

To: Passero Associates Attn: Matt Singletary
Address: Phone: (904) 624-0978
Email: msingletary@passero.com

Project: St. Johns Streetscape 5th St.

Item	Description	Quantity	Unit	Unit Price	Total
	MOBILIZATION	1.000	LS	\$1,500.00	\$1,500.00
	MAINTENANCE OF TRAFFIC	1.000	LS	\$1,583.35	\$1,583.35
	3" MILLING	114.000	SY	\$ 94.75	\$10,801.50
	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	19.000	TN	\$ 662.25	\$12,582.75
	STRIPING	1.000	LS	\$6,000.00	\$6,000.00
Bid Total					\$32,467.60

Notes:

1. All permits and permit fees by others.
2. QC and testing of asphalt is included. All subgrade testing beneath asphalt by others.
4. All engineering and fees by others.
5. Leveling required to correct drainage patterns, if required, will be extra.
6. Asphalt yield based on 110 lbs per inch SY. Overrun due to irregular subgrade, base, or asphalt used for cross slope correction to be billed additionally.
7. All water to be provided by owner.
8. All asphalt millings become property of P&S Paving.
9. All sub-base work, including but not limited to grading and proof rolling, is excluded.
10. P&S Paving's ability to attain acceptable in-place density on the asphalt pavement is directly dependent on the condition and density of the sub-grade / sub-base, which will be placed and compacted by others.
11. Price includes (1) mobilizations. Additional mobilizations will be \$7,200.00
12. All work other than the items specifically listed in the above quotation is excluded.
13. This proposal, word for word, in its entirety shall be included in and become the governing part of any executed contractual agreement when issued. We reserve the right to review and decline acceptance of any terms or conditions modified by Owner/Prime Contractor.
14. This proposal cannot be broken up. All items to be included within our contract.
15. Above pricing is unit priced. Final payment to be according to actual quantities of work completed.

- 16. Any retainage withheld from P&S Paving must be paid within 30 days from the last day of work performed by P&S Paving regardless of the date the Prime Contractor is to be paid.
- 18. Off-duty officers are not included in this proposal.
- 19. This price is based on a mutually agreed upon schedule.
- 20. P&S anticipates parking equipment in the right of way after every shift.
- 21. Prices are valid for the original contract duration. Escalations may apply, for any work performed beyond the original contract duration.

This Proposal may be withdrawn by us if not accepted within Thirty (15) days.

Submitted by: Erik T Jensen
Date:



ADOPT RESOLUTION 2024-R-191 granting a special events permit to Cindy Bear for NFFN Fall Folk Festival to be held on October 12, 2024.

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Cindy Bear is requesting road closures of Memorial Parkway from Reid St. and amplified sound permits.

BACKGROUND

The event will include 2-3 food trucks, 10-15 vendors, arts and crafts

PROJECT ANALYSIS

Special events team met and agreed upon request. Community Affairs will present it to the Commissioners for approval.

Staff Recommendation

ADOPT RESOLUTION

ATTACHMENTS

1.	2024-R-191
2.	NFFN FALL FOLK FEST 10/12/24

RESOLUTION NO. 2024-R-191

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A SPECIAL EVENTS PERMIT TO CINDY
BEAR FOR THE NFFN FALL FOLK FESTIVAL; SETTING
FORTH THE PROVISIONS OF THE PERMIT; AND
GRANTING PERMISSION FOR ROAD CLOSURES; AND
PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, Cindy Bear has made an application to the City of Palatka for a special event permit for NFFN Fall Folk Festival 2024; and

WHEREAS, the City of Palatka's Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

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

- Section 1:** That Special Events Permit for NFFN Fall Folk Festival 2024 is hereby granted to Cindy Bear with the following provisions and stipulations:
- a.** A Class "B" Special Events Permit is hereby granted for the event to be held on October 12th during the hours provided in the application.
 - b.** Road closures of Memorial Parkway from Reid Street on the date and time as noted on the Permit Application.

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 26th day of September 2024.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Date Received: 8/12/24

Permit Classification: B

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: CINDY BEAR
Address: 12053 Harbour Cove Dr S Email: nffnresident@gmail.com
Jacksonville, FL 32225 Phone: (904)626-2829
2. Secondary Contact: Emmett Carlisle
Address: 4347 NW 29th Terrace Email: onemillmiles@yahoo.com
Gainesville, FL 32605 Phone: (352) 371-2164
3. Event Sponsor/Organization: North Florida Folk Network

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: NFFN FALL FOLK FESTIVAL 2024
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

Music concert held by the North Florida Folk Network, a 501(c)3, at the Palatka Riverfront

Amphitheater on Saturday, October 12, 2024. This event will include arts and crafts vendors
selling handmade/homeade crafts, and food truck vendors.

2-3
food trucks
need to be inspected

6. Event Location (911 Address): 102 N 1st St, Palatka, FL 32177 (Address obtained from the internet)

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

<u>NONE</u>	from <u>Memorial</u>	to <u>Round about</u>
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____

10-15 vendors

NO Road
Closures

Point of Contact
Billy Endis

6 trash cans
2 porter potties

8. Onsite representatives during the event:

Name: CINDY BEAR

Cell Phone: (904) 626-2829

Name: FRANCOIS ROBERT

Cell Phone: (904) 626-2829

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

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

10/12/24 9 AM. to 11:AM 11:AM to 5 PM N/A to N/A

Event:

10/12/24 11 AM to 5 PM

___/___/___	___ to ___	___ to ___	___ to ___	___
___/___/___	___ to ___	___ to ___	___ to ___	___
___/___/___	___ to ___	___ to ___	___ to ___	___
___/___/___	___ to ___	___ to ___	___ to ___	___
___/___/___	___ to ___	___ to ___	___ to ___	___
___/___/___	___ to ___	___ to ___	___ to ___	___

Breakdown:

10/12/24 5-6 PM to 7 PM

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

300-500 people

11. Number and type of auxiliary vehicles/ equipment:

0 Watercraft 0 Aircraft 0 Utility Vehicles/Golf Carts 0 Other: 0

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

N/A

Include date and time:

___/___/___ to ___ to ___

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

NO

14. Number of staff/ volunteer: 10-20

Uniform identification: NEEN T-SHIRTS AND/OR VOLUNTEER LANYARD TAGS

REQUIRED ATTACHMENTS

☒ Site Plan (see checklist)

Parking

Number and location of food vendors

Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands

Street Closures/Barricades/Detours

Garbage Containers

Parade/Marching Route

Event Headquarters

Number and location of temporary signs/banners

Sound system(s) location

Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.

Main emergency vehicle access to site

Location of security and emergency vehicle parking on site

Carnival location (if any)

Number/location of portable toilets

☐ Tentative Schedule of Events

☒ 501(C) (3) Certificate of Exemption # NA0000010983

☒ Nonprofit articles of incorporation, charter and mission statement

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

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

☐ Example of special event vendor permits provided

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

List certificates required: _____

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

☐ Alcohol license (copy)

☒ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

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

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

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

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

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

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

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

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

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

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

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

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

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

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

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

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

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

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

Cindy Bear (CINDY BEAR)
Signature of Applicant

10/16/23
Date

State of Florida County of Duval

The foregoing application is acknowledged before me this 16th day of October, 2023, by Cindy Bear, who is personally known to me, or who has/have produced FL Driver licence as identification.

NOTARY SEAL



Emily Taber
Signature of Notary Public, State of _____

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. Assume there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.
2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFCI protected. NFPA 70. Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.
4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.
5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.

Food Vendors

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

Exceptions:

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

Vendor RV Camping

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

**City of Palatka
Indemnification & Hold Harmless Agreement**

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledges that the CITY has no duty to and will not provide supervision during the activity.

Cindy Bear PALATKA RIVERFRONT AMPHITHEATER
Signature of Applicant Name of Facility being used

CINDY BEAR 10/12/24
Print Name of Applicant Date of Use

State of Florida County of Duval

The foregoing application is acknowledged before me this 16th day of October, 2023, by Cindy Bear, who is personally known to me, or who has/have produced FL Driver licence as identification.

NOTARY SEAL



Emily Taber
Signature of Notary Public, State of Florida

2024 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N09000010983

Entity Name: NORTH FLORIDA FOLK NETWORK, INC.

Current Principal Place of Business:

3247 OPAL LANE
JACKSONVILLE, FL 32277

Current Mailing Address:

3247 OPAL LANE
JACKSONVILLE, FL 32277 US

FEI Number: 27-1398766

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

JOHNSON, WINGO
3247 OPAL LANE
JACKSONVILLE, FL 32277 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WINGO C. JOHNSON

03/22/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name JOHNSON, WINGO C.
Address 3247 OPAL LANE
City-State-Zip: JACKSONVILLE FL 32277

Title SECRETARY
Name ROBERT, FRANCOIS D III
Address 12053 HARBOUR COVE DR S
City-State-Zip: JACKSONVILLE FL 32225

Title TREASURER
Name DURHAM, STEPHANY H.
Address 3241 HAMPSTEAD DR
City-State-Zip: JACKSONVILLE FL 32224

Title DIRECTOR
Name BEAR, CINDY W.
Address 12053 HARBOUR COVE DR S
City-State-Zip: JACKSONVILLE FL 32225

Title DIRECTOR
Name RAASCH, ERIC P.
Address 1725 INDIAN SPRINGS DR
City-State-Zip: JACKSONVILLE FL 32246

Title DIRECTOR
Name MANSON, SCOTT M.
Address 1564 LE BARON AVENUE
City-State-Zip: JACKSONVILLE FL 32207

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CINDY W. BEAR

DIRECTOR

03/22/2024

Electronic Signature of Signing Officer/Director Detail

Date



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8018975966C-8	01/08/2023	01/31/2028	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

NORTH FLORIDA FOLK NETWORK INC
12053 HARBOUR COVE DR S
JACKSONVILLE FL 32225-3668

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Cindy Bear, on behalf of North Florida Folk Network, Inc.,
(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.

Cindy Bear
Signature

9/17/24
Date

Cindy Bear
Print Name

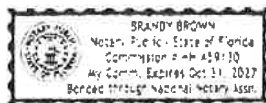
Director, NFFN
Title – must be an officer or a
Representative of the nongovernmental entity

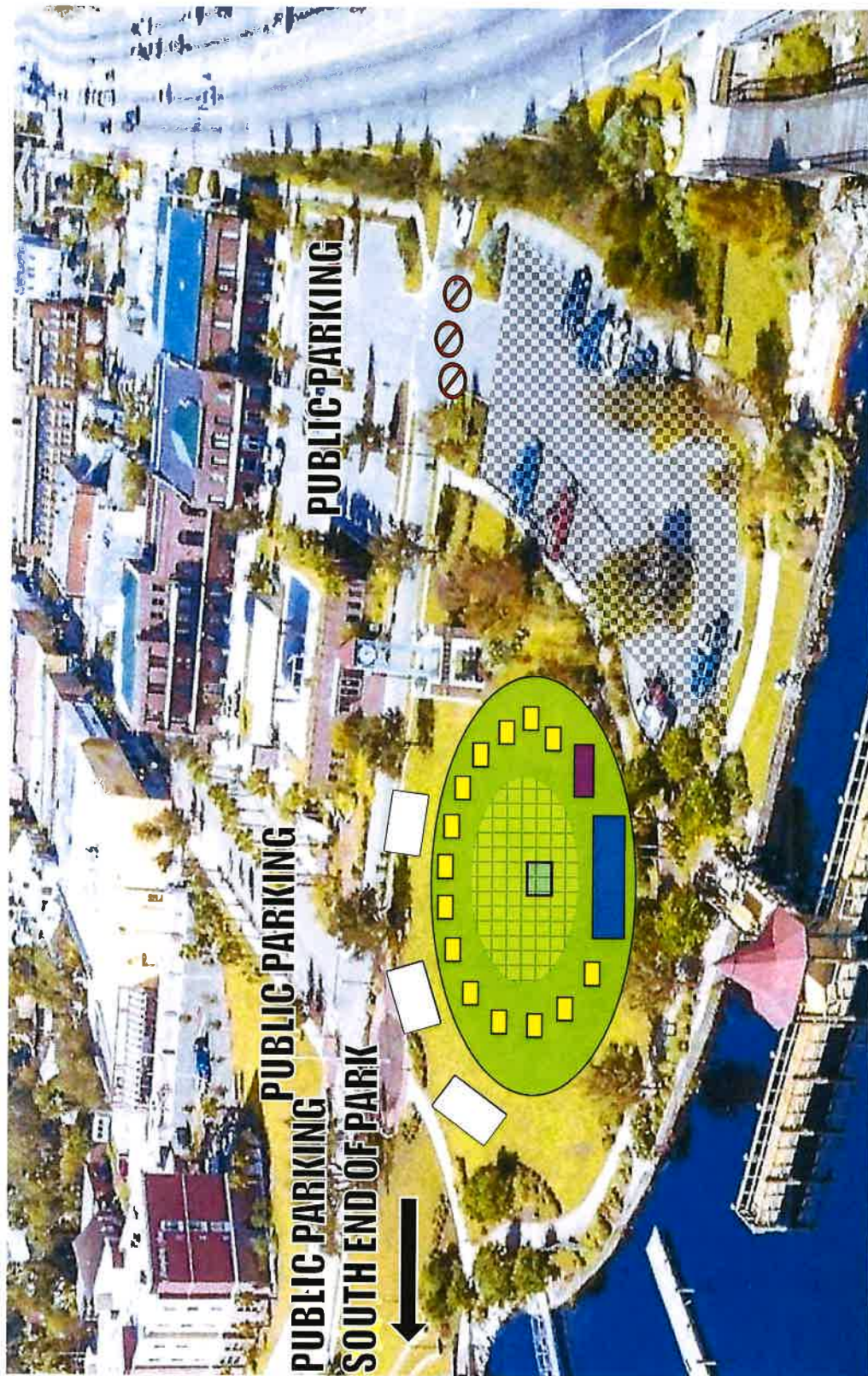
STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 17 day of September, by
Cindy Bear, 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.

Brandy Brown
Notary Public

My commission expires: 10-31-2027





- | | | | |
|---|-----------------------|---|--|
|  | Vendors Yellow |  | Food Trucks White |
|  | Sound Booth Baby Blue |  | Lawn Chair Seating Hatched |
|  | Stage Navy Blue |  | Artist and Crew parking Cross Hatched |
| | |  | NFFN Hospitality/Vendor Sign Up Purple |

ADOPT RESOLUTION 2024-R-187 granting a special events permit to Toby Williams for the 2024 Fall Festival/Annual Pink Walk to be held on October 19, 2024

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Toby Williams is requesting road closures of Memorial Parkway from Reid st. to Laurel st.

BACKGROUND

2024 Fall festival will include aircraft, food vendors, crafts, a kid zone and an annual Breast cancer awareness walk.

PROJECT ANALYSIS

Special events team met and agreed upon request. Community Affairs will present it to the Commissioners for approval.

Staff Recommendation

ADOPT RESOLUTION

ATTACHMENTS

1.	2024-R-187
2.	2024 Fall Fest_ Pink walk 10/19/24

RESOLUTION NO. 2024-R-187

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A SPECIAL EVENTS PERMIT TO TOBBY
WILLIAMS FOR THE 2024 FALL FEST/PINK WALK;
SETTING FORTH THE PROVISIONS OF THE PERMIT;
AND GRANTING PERMISSION FOR ROAD CLOSURES;
AND PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, Bobby Willimas has made an application to the City of Palatka for a special event permit for The 2024 Fall Fest/Pink Walk.

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

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

- Section 1:** That Special Events Permit for The 2024 Fall Fest/Pink Walk is hereby granted to Bobby Williams with the following provisions and stipulations:
- a.** A Class “B” Special Events Permit is hereby granted for the event to be held on October 19th during the hours provided in the application.
 - b.** Road closures of Memorial Parkway from Reid Street to Laurel Street on the date and time as noted on the Permit Application.

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 10th day of October 2024.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY



Date Received:

08/01/24

Permit Classification:

B

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Capatin T. Williams

Address: 110 North 11th Street Palatka Fl 32177

Email: Twilliams@palatka-fl.gov

Phone: 386-227-0360

2. Secondary Contact: Click here to enter text.

Address:

Email: Click here to enter text.

Phone: Click here to enter text.

3. Event Sponsor/Organization: Palatka Police Department/Putnam County Sherriffs Office

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: 2024 Fall Festival/Pink Walk

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.): The 2024 Fall festival will Offer Food venders, crafts, kids zone, and will once again focus on Breast Cancer awerness and be host to the anuual Pink walk.

6. Event Location (911 Address): City Of Palatka River Front

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

Memorial parkway

from Reid Street

to Laurel Street

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

_____ from _____ to _____

8. Onsite representatives during the event:

Name: Capt. T. Williams

Cell Phone: 386-227-0360

Name: _____ Cell Phone: _____

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

Date(s) of Event:

Hours:

Amplified Sound:

Alcohol:

Attendance

Setup:

10/19/2024 0700 to 1000 : to : to :

Event:

10/19/2024	1000 to 1300	: to :	: to :	200
/ /	: to :	: to :	: to :	
/ /	: to :	: to :	: to :	
/ /	: to :	: to :	: to :	
/ /	: to :	: to :	: to :	
/ /	: to :	: to :	: to :	
/ /	: to :	: to :	: to :	

Breakdown:

10/19/2024 1300 to 1400 : to : to :

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

11. Number and type of auxiliary vehicles/ equipment:

Watercraft 4 Aircraft Utility Vehicles/Golf Carts Other:

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

Include date and time:

/ / : to : : to :

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

14. Number of staff/ volunteer: Uniform identification:

REQUIRED ATTACHMENTS

- ☐ Site Plan (see checklist)

Parking

Number and location of food vendors

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

- ☐ Tentative Schedule of Events
- ☐ 501(C) (3) Certificate of Exemption # _____
- ☐ Nonprofit articles of incorporation, charter and mission statement
- ☐ Consent letter (event property): property owners on which special event location is held if not city owned
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Example of special event vendor permits provided
- ☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
 List certificates required: _____
- ☐ Alcohol liability certificate of insurance- city as "additional insured"
- ☐ Alcohol license (copy)
- ☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

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

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

- ☐ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**
- ☒ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**
- ☐ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

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

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

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

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

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

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

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

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.
- (d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

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

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

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

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



Signature of Applicant

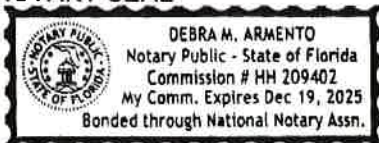
8-1-24

Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 01st day of August, 2024, by Tobby Williams, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL





Signature of Notary Public, State of Florida

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

Special Events Vendor Requirements

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

2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. **Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.**
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. **Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.**
4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. **Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.**
5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. **Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.**

Food Vendors

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

Exceptions:

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

Vendor RV Camping

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

City of Palatka Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.



Signature of Applicant

Name of Facility being used

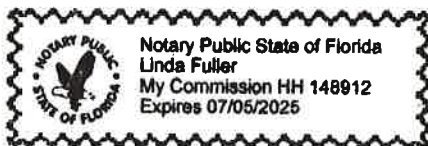
Print Name of Applicant

Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 13 day of Sept, 2024, by Jessica Cruz, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL





Signature of Notary Public, State of FL

Map data ©2024 Google 50 ft

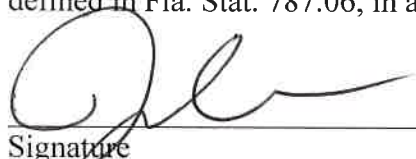
100g Williams

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

9-13-2024
Date

Jessica Cruz
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 13 day of Sept, by Jessica Cruz, to me personally known to be the person described in and who executed the foregoing instrument, or who produced appropriate identification, and acknowledged before me the execution of same.


Notary Public

My commission expires:



ADOPT RESOLUTION 2024-R-188 granting a special events permit to Sam Deputy for Boo-on-the-Ave to be held on October 31, 2024.

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Sam Deputy is requesting road closures of St. Johns Ave. from 2nd st. to 11th st.

BACKGROUND

Trick or treating along St. Johns Avenue

PROJECT ANALYSIS

Special events team met and agreed upon request. Community Affairs will present it to the Commissioners for approval.

Staff Recommendation

ADOPT RESOLUTION

ATTACHMENTS

1.	2024-R-188
2.	Boo-on-the-Ave. 10/31/2024

RESOLUTION NO. 2024-R-188

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A SPECIAL EVENTS PERMIT TO SAM
DEPUTY FOR BOO-ON-THE-AVE; SETTING FORTH THE
PROVISIONS OF THE PERMIT; GRANTING PERMISSION
FOR ROAD CLOSURES; AND PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, Sam Deputy has made an application to the City of Palatka for a special event permit for Boo-on-the-Ave to be held 10/31/2024.

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

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

Section 1: That Special Events Permit for Boo-on-the-Ave is hereby granted to Sam Deputy with the following provisions and stipulations:

- a.** A Class “A” Special Events Permit is hereby granted for the event to be held on October 31st during the hours provided in the application.
- b.** Road closures of St. Johns Ave. from 2nd Street to 11th Street on the date and time as noted on the Permit Application.

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 26th day of September 2024.

CITY OF PALATKA, FLORIDA

**By: _____
Its Mayor**

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Sam Deputy
 Address: P.O. Box 832 Email: _____
Palatka Phone: _____
2. Secondary Contact: _____
 Address: _____ Email: _____
 Phone: _____
3. Event Sponsor/Organization: _____
 Attach a certificate of Tax Exemption if applicable.
4. Name of Event: Boo - on - The - Ave
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

Trick / Treating
0 - 6th grade

6. Event Location (911 Address): _____
7. Road Closures: ex. St. Johns Avenue from First Street to Second Street

<u>No Closures</u>	from _____	to _____
<u>2nd St</u>	from _____	to _____
<u>St Johns</u>	from <u>2nd</u>	to <u>11th</u>
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____

8. Onsite representatives during the event:

Name: Sam Deputy

Cell Phone: 386-983-4897

Name: _____

Cell Phone: _____

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

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

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

Event:

10/31/24 3:00 to 5:30pm :__ to __: :__ to __: 2500

____/____/____ :__ to __: :__ to __: :__ to __: _____

____/____/____ :__ to __: :__ to __: :__ to __: _____

____/____/____ :__ to __: :__ to __: :__ to __: _____

____/____/____ :__ to __: :__ to __: :__ to __: _____

____/____/____ :__ to __: :__ to __: :__ to __: _____

____/____/____ :__ to __: :__ to __: :__ to __: _____

Breakdown:

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

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

2,500

11. Number and type of auxiliary vehicles/ equipment:

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

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

Include date and time:

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

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

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

REQUIRED ATTACHMENTS

- ☐ Site Plan (see checklist)
 - Parking
 - Number and location of food vendors
 - Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
 - Street Closures/Barricades/Detours
 - Garbage Containers
 - Parade/Marching Route
 - Event Headquarters
 - Number and location of temporary signs/banners
 - Sound system(s) location
 - Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.
 - Main emergency vehicle access to site
 - Location of security and emergency vehicle parking on site
 - Carnival location (if any)
 - Number/location of portable toilets
- ☐ Tentative Schedule of Events
- ☐ 501(C) (3) Certificate of Exemption # _____
- ☐ Nonprofit articles of incorporation, charter and mission statement
- ☐ Consent letter (event property): property owners on which special event location is held if not city owned
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Example of special event vendor permits provided
- ☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
 - List certificates required: _____
- ☐ Alcohol liability certificate of insurance- city as "additional insured"
- ☐ Alcohol license (copy)
- ☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

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

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

- ☒ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**
- ☐ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**

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

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

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

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

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

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

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

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

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. **Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.**
2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. **Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.**
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. **Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.**
4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. **Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.**
5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. **Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.**

Food Vendors

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

Exceptions:

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

Vendor RV Camping

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

City of Palatka Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

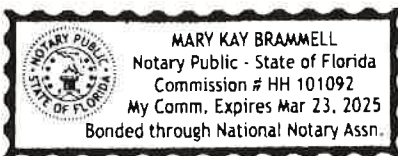
Sam Deputy Street
Signature of Applicant Name of Facility being used

Sam Deputy Oct 31, 2024
Print Name of Applicant Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 2nd day of May, 2024, by Sam Deputy, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Mary Kay Brammell
Signature of Notary Public, State of Florida

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

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

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

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

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

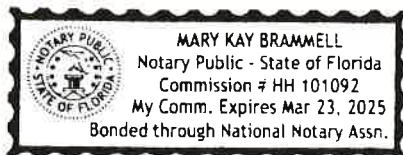
Sam Deputy
Signature of Applicant

5-2-24
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 2nd day of May, 2024, by Sam Deputy, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Mary Kay Brammell
Signature of Notary Public, State of Florida

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

Special Events Vendor Requirements

ADOPT RESOLUTION 2024-R-190 granting a special events permit to Robin Robinson at Hope FM for Trot for Hope to be held on November 28, 2024.

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Robin Robinson is requesting amplified sound and 2 trash cans

BACKGROUND

11th annual 2-mile walk/run fundraiser.

PROJECT ANALYSIS

Special events team met and agreed upon request. Community Affairs is presenting for approval.

Staff Recommendation

ADOPT RESOLUTION

ATTACHMENTS

1.	2024-r-190
2.	Trot for Hope 11/28/2024

RESOLUTION NO. 2024-R-190

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A SPECIAL EVENTS PERMIT TO ROBIN
ROBINSON FOR TROT FOR HOPE SETTING FORTH THE
PROVISIONS OF THE PERMIT; GRANTING PERMISSION
FOR AMPLIFIED SOUND; AND PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, Robin Robinson has made an application to the City of Palatka for a special event permit for 11th annual Trot for Hope.

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

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

- Section 1:** That Special Events Permit for 11th annual Trot for Hope is hereby granted to Robin Robinson with the following provisions and stipulations:
- a.** A Class “B” Special Events Permit is hereby granted for the event to be held with amplified sound on November 28th 2024 during the hours provided in the application.
- Section 2:** The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 26th day of September 2024.

CITY OF PALATKA,

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Date Received: _____

Permit Classification: _____

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Robin Robinson
Address: PO Box 502 Email: robin@whif.org
Palatka 32178 Phone: 386 972 3712
2. Secondary Contact: Ricky Bybee
Address: PO Box 502 Email: ricky@whif.org
Palatka 32178 Phone: 386-538-6376
3. Event Sponsor/Organization: 91.3 Hope fm

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Trot for Hope
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts

displays, still motion picture production, etc.):

11th annual 2-mile walk/run
fundraiser.

6. Event Location (911 Address): riverfront
7. Road Closures: ex. St. Johns Avenue from First Street to Second Street please see map

_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____

8. Onsite representatives during the event:

Name: Robin Robinson

Cell Phone: 386 972 3712

Name: Ricky Bybee

Cell Phone: 386 538-6374

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

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

11/28/24 7:00 to 9:00 7:00 to 10:30 to

25

Event:

11/28/24 9:00 to 10:30 to to

600-800

 to to to

 to to to

 to to to

 to to to

 to to to

 to to to

Breakdown:

11/28/24 10:30 to 11:00 to to

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

past attendance & pre-registration

11. Number and type of auxiliary vehicles/ equipment:

 Watercraft Aircraft 2 Utility Vehicles/Golf Carts Other: possibly a drone

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

no

Include date and time:

 to to

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

a van

14. Number of staff/ volunteer: 30

Uniform identification: +shirts - bright color

REQUIRED ATTACHMENTS

- ☐ Site Plan (see checklist)
 - Parking
 - Number and location of food vendors
 - Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
 - Street Closures/Barricades/Detours
 - Garbage Containers
 - Parade/Marching Route
 - Event Headquarters
 - Number and location of temporary signs/banners
 - Sound system(s) location
 - Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.
 - Main emergency vehicle access to site
 - Location of security and emergency vehicle parking on site
 - Carnival location (if any)
 - Number/location of portable toilets
- ☐ Tentative Schedule of Events
- ☒ 501(C) (3) Certificate of Exemption # _____
- ☒ Nonprofit articles of incorporation, charter and mission statement
- ☐ Consent letter (event property): property owners on which special event location is held if not city owned
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Example of special event vendor permits provided
- ☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
List certificates required: _____
- ☐ Alcohol liability certificate of insurance- city as "additional insured"
- ☐ Alcohol license (copy)
- ☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

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

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

- ☐ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) Permit Filing Deadline: 60 days prior to event
- ☐ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) Permit Filing Deadline: 60 days prior to event
- ☐ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) Permit Filing Deadline: 30 days prior to event

³
previous years we were not charged
since we are a non-profit

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

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

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

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

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

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

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

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

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

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

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

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

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

Robin Roder

Signature of Applicant

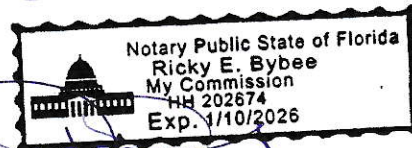
8-20-24

Date

State of FLORIDA County of PUTNAM

The foregoing application is acknowledged before me this 20th day of August, 2024, by Robin Roder, who is personally known to me, or who has/have produced N/A as identification.

NOTARY SEAL



Signature of Notary Public, State of Florida

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.
2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFCI protected. NFPA 70. Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.
4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.
5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.

Food Vendors

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

Exceptions:

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

Vendor RV Camping

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

**City of Palatka
Indemnification & Hold Harmless Agreement**

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

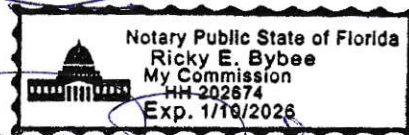
The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

<u>Robin Robinson</u>	<u>riverfront</u>
Signature of Applicant	Name of Facility being used
<u>Robin Robinson</u>	<u>11-28-24</u>
Print Name of Applicant	Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 20th day of August, 20 24, by Robin Robinson, who is personally known to me, or who has/have produced N/A as identification.

NOTARY SEAL



Signature of Notary Public, State of Florida

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Robin Robinson, on behalf of
Putnam Radio Ministries / Hope FM

(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.

Robin Robinson

Signature

8-20-24
Date

Robin Robinson

Print Name

General Manager

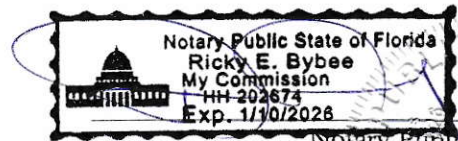
Title – must be an officer or a

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 20th day of August 2024, by Robin Robinson, 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: 1/10/2026



Notary Public

Articles of Incorporation
Of
Putnam Radio Ministries, Inc.

FILED
1969 DEC 28 11:24
TALLAHASSEE, FLA.
STATE

The Undersigned, Acting as Incorporators Of A Corporation pursuant to chapter 617, Florida Statutes, adopt the following articles of incorporation for such corporation:

ARTICLE I

The name of the corporation is Putnam Radio Ministries, Inc., a not for profit corporation.

ARTICLE II

The period of duration of this corporation is perpetual, unless dissolved according to law. Corporate existence shall commence upon the filing date with the State of Florida.

ARTICLE III

The specific and primary purpose of the corporation is to operate an FM radio station to broadcast bible-based educational programming compliance with Federal Communications Commission's Rules. §73.503 in which the station will be used for the advancement of an educational program which, in this case, is Bible-based and it is clearly not for profit. Furthermore, the corporation intends to comply with FCC Rule §73.1212 in that the station will keep sponsorship identification list and shall announce when any matter for which money, service or other valuable consideration is either directly or indirectly paid to the station that it shall broadcast and announce: (1) that such matter is sponsored, paid for, or furnished either in whole or in part, and (2) by whom or on whose behalf such consideration was supplied as well as the other provisions of that section of the Federal Communications Commission's Rules. The program agenda, and the methodology of ascertainment of the educational, cultural, fine arts, and public affairs needs of the coverage area are to be narrated in Exhibits that respond to FCC Form 340-the FCC document that requests information on programming.

ARTICLE IV

Membership of this corporation shall constitute all persons hereinafter named as incorporators and directors and such others as from time to time hereafter may become members in the manner provided in the by-laws. A simple majority in any regular

or special meeting called for in the manner provided in the by-laws shall elect to the membership any adult United States citizen. The Governing Board of Directors shall not number less than Six, nor more than Eight members.

ARTICLE V

The street address and city of the initial registered office of the corporation is 3111 St. Johns Ave., Palatka, Florida 32177. The name of the initial registered agent at that address is Michael Rippy.

ARTICLE VI

The affairs of the corporation shall be managed by the officers of the corporation, who are chosen by, and are advised by the Governing Board of Directors. The number constituting the initial board of directors is eight, and their names and addresses are:

President: Michael Rippy
3111 St. Johns Ave., Palatka, Florida 32177

Sec/Tres: Jim Czerwinski
P.O. Box 1300, East Palatka, Florida 32131

Larry Collier
110 East St. Johns Terrace, East Palatka, Florida 32131

Barry Hayes
Rt. 5 Box 6462, Palatka, Florida 32177

Phil Heilman
Rt. 6 Box 1166, Palatka, Florida 32177

Ben Maltby
P.O. Box 352, Palatka, Florida 32178

Ernie Silcox
2701 Lane Street, Palatka, Florida 32177

Ike thomas
Rt. 4 Box 1144 Silver Lake Road, Palatka, Florida 32177

ARTICLE VII

The corporation shall seek tax exempt status with the Internal Revenue Service under Section 501 (c) (3) as amended. In the event of dissolution, the residual assets of the corporation will be turned over to one or more organizations which themselves are exempt as organizations described in Sections 501 (c) (3) and 170 (c) (2) of the Internal Revenue Code of 1954 or corresponding sections of any prior or future law.

ARTICLE VIII

The name and address of each incorporator is:

Jim Czerwinski - Sec/Treas
P.O. Box 1300, East Palatka, Florida 32131

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above named corporation at a place designated in these articles of incorporation, I hereby accept to act in this capacity, and agree to comply with the provision of Chapter 48.091, Florida Statutes to keeping open and said office for service of process.



Registered Agent

Dated the 18 day of December, 1989

In witness whereof, the undersigned being incorporators of this corporation have executed these Articles of Incorporation.

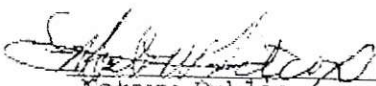
SIGNATURE OF INCORPORATORS:

 Michael Rippy President
 _____

State of Florida)
) SS:
County of Putnam)

Before me the undersigned authority, personally appeared Michael Rippy and ~~Jim~~/James Czerwinski, to me well known to be the person who executed the foregoing Articles of Incorporation and acknowledged before me, according to law, that they made and subscribed the same for the purpo. therein mentioned and set forth.

In witness whereof, I have unto set my hand and seal this 18 day of December, 1



Notary Public
My Commission Expires Aug. 25, 1991
Bonded Into Box 1000; Insurance 1000

YH

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 14 1997

PUTNAM RADIO MINISTRIES INC
C/O PASTOR JEFF SELLERS
203 S PALM AVE
PALATKA, FL 32177

Employer Identification Number:
59-3009352
DLN:
17053191165007
Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-5199
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the

Letter 947 (DO/CG)

PUTNAM RADIO MINISTRIES INC

Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Since you have not indicated that you intend to finance your activities with the proceeds of tax exempt bond financing, in this letter, we have not determined the effect of such financing on your tax exempt status.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Letter 947 (DO/CG)

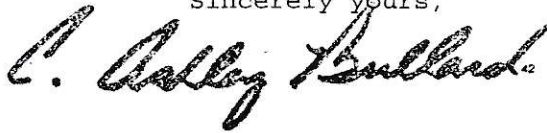
PUTNAM RADIO MINISTRIES INC

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in dark ink, reading "C. Aubrey Bullard". The signature is written in a cursive style with a large, stylized initial "C".

District Director

Enclosure(s) :
Addendum

Letter 947 (DO/CG)

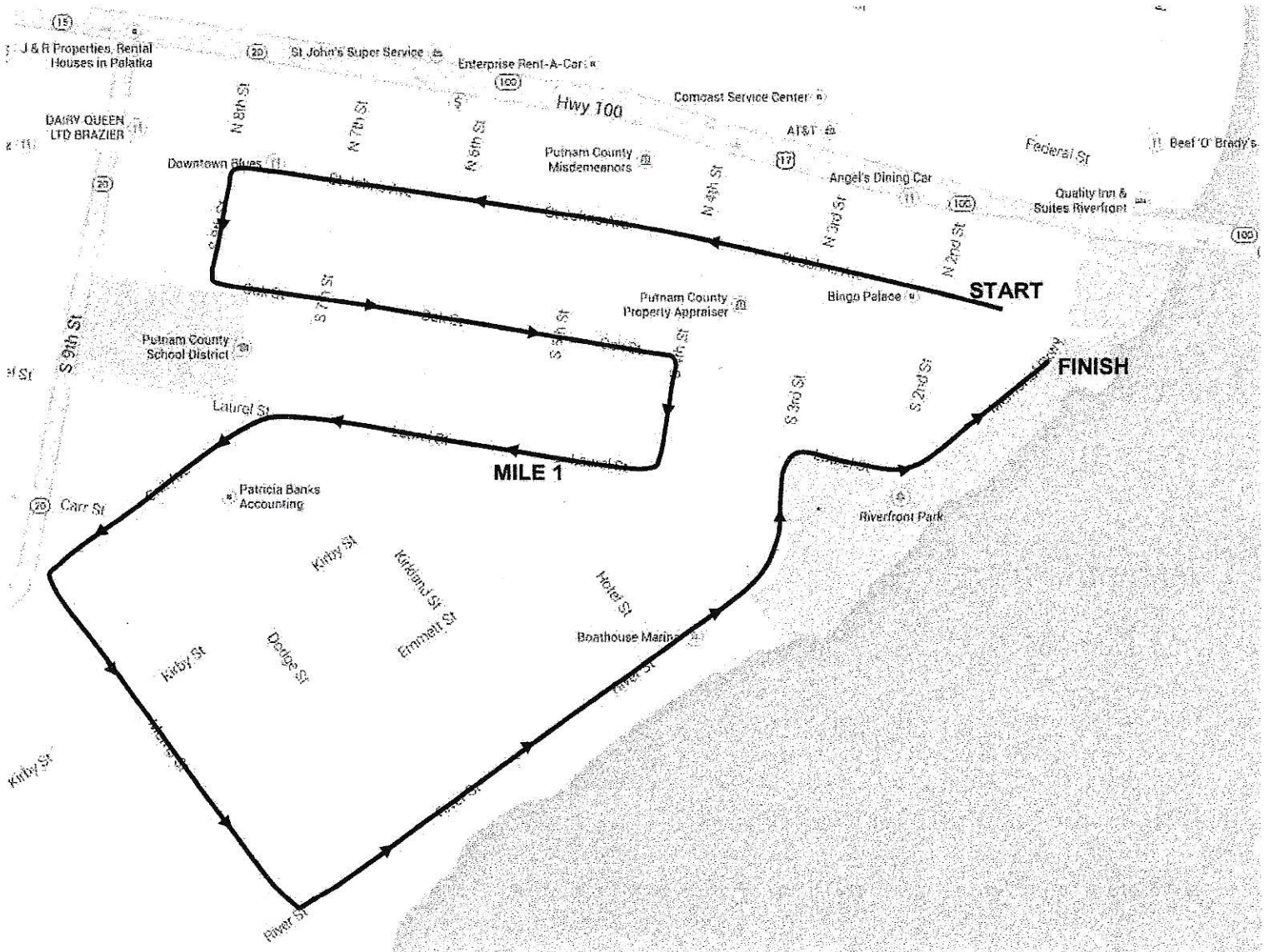
PUTNAM RADIO MINISTRIES INC

Relief under section 301.9100-1 of the Income Tax Regulations has been granted. Therefore, your exemption under section 501(c)(3) of the Code is effective December 28, 1989, which is the date you were incorporated.

Letter 947 (DO/CG)

Trot For HOPE Two Mile

Palatka, FL



ADOPT RESOLUTION 2024-R-196 to execute Florida Commerce Technical Assistance Grant Agreement #P0510 for Comprehensive Plan Update in the amount of \$75,000. (100% grant funded)

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City of Palatka has been awarded a grant from Florida Commerce for a Technical Assistance Grant for preparation of the Evaluation and Appraisal Report (EAR) based amendments and subsequent Comprehensive Plan update.

BACKGROUND

The City applied to Florida Commerce for funding assistance for professional services in the update effort such as data collection and analysis. Review of current Comprehensive Plan for required updates, prepare the required EAR letter. This will include the required Water Supply Facilities Work Plan revisions to Comprehensive Plan Elements and research data to update Zoning and Future Lane Use maps. Services will also include preparation of GIS mapping needed for the Plan.

PROJECT ANALYSIS

Florida Commerce has awarded the City \$75,000 for this project which is 100% grant funded. Proposed to be funded in FY '24-25 budget. 001-00-334-5-5002 / 001-02-524-8-6402

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-196_ authorizing execution of florida commerce grant agreement for Comprehensive Plan
2.	P0510-CityofPalatka

RESOLUTION NO. 2024-R-196

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF A F L O R I D A
C O M M E R C E GRANT AGREEMENT FUNDING A
TECHNICAL ASSISTANCE GRANT TO UPDATE THE
COMPREHENSIVE PLAN; AND PROVIDING FOR
SCRIVENER’S ERRORS.**

WHEREAS, the City of Palatka was awarded a grant from the Florida Commerce for a Technical Assistance Grant for preparation of the Evaluation and Appraisal Report (EAR) based amendment and subsequent Comprehensive Plan update; and

WHEREAS, the amount of the grant awarded is \$75,000.

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

1. That the City of Palatka hereby authorizes the execution of a grant agreement funding an update to the Comprehensive Plan through Florida Commerce in an amount of \$75,000 and
2. The Mayor and City Clerk of the City of Palatka are hereby authorized to execute and attest the Grant Agreement, and any necessary documents in support of the grant funded 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 Palatka City Commission on this 26th day of September 2024.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

**COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
FLORIDA DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the City of Palatka, Florida ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E:** SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2024 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2025 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

Agreement #P0510

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to ***Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)*** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division/aa/vendors>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection

with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.** IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability

of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict

accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)*

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

- 1. Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- 2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the

words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. 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.
3. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services

unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

- 4. Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee

shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (*Not applicable*)

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions

of this Agreement. The term “this Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.

2. Section 448.095, F.S., requires the following:
 - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred

under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDENTIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

~Remainder of this page left intentionally blank~

CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE**Grantee's Agreement Manager:**

Marcia Carty
201 North 2nd Street
Palatka, Florida 32177
Telephone: 386 – 329 – 0100 ext. 204
Mcarty@palatka-fl.gov

COMMERCE's Agreement Manager:

Paige Lay
Florida Department of Commerce
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 921-3250
Facsimile: (850) 717-8522
Email: Paige.Lay@commerce.fl.gov

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

~Remainder of this page left intentionally blank; Attachments to follow after signature page~

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE

CITY OF PALATKA, FLORIDA

By _____
Signature
J. Alex Kelly

Title Secretary

Date _____

By _____
Signature
Roberta M. Correa

Title Mayor

Date _____

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

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____
Approved Date: _____

Attachment 1 SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2345, Chapter 2024-231 Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** The City of Palatka ("Grantee") requires professional technical assistance in the preparation of their Evaluation and Appraisal Report (EAR) based amendments and subsequent Comprehensive Plan update.
3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the Agreement Period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

A. Deliverable 1. Updated Data and Analyses and Maps.

Grantee shall:

1. Compile the most up-to-date data and analyses from professionally acceptable sources, which will then be utilized as the foundation for recommended updates and revisions to the City's Comprehensive Plan.
2. Generate GIS-generated maps for the City's Comprehensive Plan Future Land Use Map Series and Transportation Map Series (to reflect the updated data and analyses) as well as GIS-generated maps of the special districts contained in the Comprehensive Plan and corresponding zoning maps.

COMMERCE REVIEW AND COMMENT ON PROPOSED COMPREHENSIVE PLAN AMENDMENT. No later than 10 business days before the deliverable due date, Grantee shall provide a draft amendment to Commerce's Agreement Manager for review and comment. Commerce will provide comments, if any, no later than 4 business days before the deliverable due date. Grantee shall address any comments provided by Commerce in the final deliverable submitted to Commerce for payment.

B. Deliverable 2. Review of Current Comprehensive Plan and Recommendations for Modifications to the Comprehensive Plan.

Grantee shall:

1. Review the City's current Comprehensive Plan against the state's guidance documents outlining statutory changes to the Community Planning Act since the last EAR report; review all the goals, objectives and policies of the City's current Comprehensive Plan to determine if modifications are required by analyzing the City's potential development and anticipated

growth; review other strategic documents being utilized by the City; and prepare draft recommendations for modifications to the Comprehensive Plan for consideration by the City.

COMMERCE REVIEW AND COMMENT ON PROPOSED COMPREHENSIVE PLAN AMENDMENT.
No later than 10 business days before the deliverable due date, Grantee shall provide a draft amendment to Commerce’s Agreement Manager for review and comment. Commerce will provide comments, if any, no later than 4 business days before the deliverable due date. Grantee shall address any comments provided by Commerce in the final deliverable submitted to Commerce for payment.

C. Deliverable 3. Determination of estimated costs of capital facilities to implement the Comprehensive Plan.

Grantee shall:

- 1. Review the City’s Capital Improvements Program and other budgetary documents being utilized by the City to determine the estimated cost of capital facilities to implement the Comprehensive Plan for consideration by the City and create an updated Five-Year Schedule of Capital Improvements based on the above review.

COMMERCE REVIEW AND COMMENT ON PROPOSED COMPREHENSIVE PLAN AMENDMENT.
No later than 10 business days before the deliverable due date, Grantee shall provide a draft amendment to Commerce’s Agreement Manager for review and comment. Commerce will provide comments, if any, no later than 4 business days before the deliverable due date. Grantee shall address any comments provided by Commerce in the final deliverable submitted to Commerce for payment.

4. COMMERCE RESPONSIBILITIES: Commerce shall receive and review the Deliverables and, upon Commerce’s acceptance of the Deliverables and receipt of Grantee’s pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES: The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. Updated Data and Analyses and Maps; Grantee shall (1) compile the most up-to-date data and analyses from	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. A strike-out/underline copy of the updated supporting Data and Analysis for each Element	\$45,000	As provided in Section 12 of this Scope of Work, below.

professionally acceptable sources, which will then be utilized as the foundation for recommended updates and revisions to the City's Comprehensive Plan and (2) generate GIS-generated maps for the City's Comprehensive Plan Future Land Use Map Series and Transportation Map Series (to reflect the updated data and analyses) as well as GIS-generated maps of the special districts contained in the Comprehensive Plan and corresponding zoning maps in accordance with Section 3.A. of this Scope of Work. Deliverable due date: November 22, 2024	associated with the City's Comprehensive Plan. 2. GIS-generated copies of each map within the updated Map Series associated with the City's Comprehensive Plan (FLU Map Series and Transportation Map Series), as well GIS-generated maps of the special districts contained in the Comprehensive Plan and corresponding zoning maps. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.		
Deliverable 2. Review of Current Comprehensive Plan and Recommendations for Modifications to the Comprehensive Plan; Grantee shall (1) review the City's current Comprehensive Plan against the state's guidance documents outlining statutory changes to the Community Planning Act since the last EAR report; (2) review all the goals, objectives and policies of the City's current Comprehensive Plan to determine if modifications are required by analyzing the City's potential	Completion of Deliverable 2 as evidenced by submission of all of the following: 1. A summary document (i.e., matrix, spreadsheet, etc.) comparing the City's entire current Comprehensive Plan against the state's guidance documents outlining statutory changes to the Community Planning Act since the last EAR Report. 2. Recommendations in strikeout and underline format underlining the proposed recommendations/modifications to the goals, objectives, and policies within each Element of the City of Palatka Comprehensive Plan for consideration by the City.	\$20,000	As provided in Section 12 of this Scope of Work, below.

development and anticipated growth; (3) review other strategic documents being utilized by the City; and (4) prepare draft recommendations for modifications to the Comprehensive Plan for consideration by the City in accordance with Section 3.B. of this Scope of Work. Deliverable due date: March 31, 2025	Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Deliverable 3. Determination of estimated costs of capital facilities to implement the Comprehensive Plan; Grantee shall review the City's Capital Improvements Program and other budgetary documents being utilized by the City to determine the estimated cost of capital facilities to implement the Comprehensive Plan for consideration by the City and create an updated Five-Year Schedule of Capital Improvements based on the above review in accordance with Section 3.C. of this Scope of Work. Deliverable due date: May 30, 2025	Completion of Deliverable 3 as evidenced by submission of all of the following: 1. An updated Five-Year Schedule of Capital Improvements. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	\$10,000	As provided in Section 12 of this Scope of Work, below.
Total Amount Not to Exceed \$75,000.00			

**** Note regarding comprehensive plan amendments:** Providing Commerce a copy of a comprehensive plan amendment as a deliverable under this Agreement DOES NOT satisfy the transmittal requirement in s. 163.3184, F.S. To satisfy both the terms of this Agreement and the statutory transmittal requirement, Grantee must provide a copy of the plan amendment to Commerce's Agreement Manager **and** send a copy of the proposed or adopted comprehensive plan transmittal package to Commerce at the following address: Donna Harris, Plan Review and Processing Administrator, Florida Department of Commerce, Bureau of Community Planning and Growth, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-4120.

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts**, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.
7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.
9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.
10. **INVOICE SUBMITTAL AND PAYMENT.**
 - A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the

Agreement #P0510

value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

- B.** Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by Commerce to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**
- C.** Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
 - 1. Grantee's name and address;
 - 2. Grantee's federal employer identification number;
 - 3. the Agreement number;
 - 4. the Grantee's invoice number;
 - 5. an invoice date;
 - 6. the dates of service;
 - 7. the deliverable number;
 - 8. a description of the deliverable;
 - 9. a statement that the deliverable has been completed; and
 - 10. the amount being requested.
- D.** Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- E. Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:
 - 1. For Work Performed by a Subcontractor:**
 - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
 - b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
 - c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. For Work Performed by Grantee's Employees:

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
- b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
 - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
 - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
- c. Invoices or receipts for other direct costs.
- d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

G. 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.

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

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.

Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at CPTADeliverables@commerce.fl.gov and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this

timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

12. FINANCIAL CONSEQUENCES.

- A.** Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:
 - 1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.
 - 2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.
- B.** Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. Commerce's compliance determination will be a limited determination without input from the

reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

- A.** Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
- B.** A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
- C.** If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
- D.** Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. ADVERTISING AND INFORMATION RELEASE. Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.

17. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION. If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:

- A.** Stop work under this Agreement on the date and to the extent specified in the notice;
- B.** Complete performance of such part of the work as shall not have been terminated by Commerce;
- C.** Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and
- D.** Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

~Remainder of Page Intentionally Left Blank~

Attachment 1-A – Invoice: Grantee’s Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE’S NAME: _____
FEIN: _____

INVOICE NO.: _____
INVOICE DATE: _____

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paige Lay
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____	
Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]	
Category expenditures:	
Contractual Services	\$__
TOTAL	\$__

Attachment 1-B – Invoice: Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: _____

INVOICE NO.: _____

FEIN: _____

INVOICE DATE: _____

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paige Lay
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____	
Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]	
<u>Category expenditures:</u>	
Salaries	\$__
Fringe Benefits	\$__
Travel	\$__
Postage	\$__
[other direct costs: identify them]	\$__
TOTAL	\$__

Attachment 1-C – Invoice: Combination of Grantee’s Subcontractor(s) and Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: _____
FEIN: _____

INVOICE NO.: _____
INVOICE DATE: _____

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paige Lay
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____	
Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]	
Category expenditures:	
Contractual Services	\$__
Salaries	\$__
Fringe Benefits	\$__
Travel	\$__
Postage	\$__
[other direct costs: identify them]	\$__
TOTAL	\$__

Attachment 1-D – Grant Agreement Final Closeout Form

Ron DeSantis
GOVERNOR

GRANT
AGREEMENT FINAL
CLOSEOUT FORM

J. Alex Kelly
SECRETARY

FLAIR Contract ID:			
Recipient Name:		Contract Amount	
Vendor ID:		Deobligated Funds	
Contract End Date:		Final Contract Amount	

Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	
2. Total Recipient Expenditures	
3. Balance of Unexpended Program Income (from Section B)	
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	

Section B: Statement of Recipient Income

There was no recipient income earned under this contract. The following recipient income was earned under this contract.			
Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

Section C: Property Inventory Certification

No tangible property was purchased in the contract period. All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

Section E: COMMERCE Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

Agreement #P0510

Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form

Attachment 1-E will be provided after execution of this Agreement

Attachment 2

AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

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 Commerce 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 Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a 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 form lists the federal resources awarded through Commerce 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 Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the 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).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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 s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state

Agreement #P0510

financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, 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 s. 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 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).

PART III: OTHER AUDIT REQUIREMENTS.

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

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

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

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:
 - a. Commerce at each of the following addresses:

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

or

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

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

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

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

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

Electronic copies (preferred):

Audit@commerce.fl.gov

or

Paper (hard copy):

Florida Department of Commerce

MSC # 75, Caldwell Building

107 East Madison Street

Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to 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 this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

~Remainder of Page Intentionally Left Blank~

EXHIBIT 1 to Attachment 2

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

N/A

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

N/A

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$ 75,000.00** _____

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

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

~Remainder of Page Intentionally Left Blank~

ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

ADOPT RESOLUTION-R-197 approving the Vision Plan of the City of Palatka as prepared by the NorthEast Florida Regional Council

STAFF REPORT

DATE: September 26, 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.	resolution 2024-197
2.	NEFRC Presentation

RESOLUTION NO. 2024-R-197

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
APPROVING THE NORTHEAST FLORIDA REGIONAL
COUNCIL’S VISION PALATKA PLAN AND DETERMINING
TO USE THIS PLAN AS THE FRAMEWORK FOR THE
UPCOMING COMPREHENSIVE PLAN UPDATE;
PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING
FOR SCRIVENER’S ERRORS**

WHEREAS, the City of Palatka recognizes the importance of strategic planning for sustainable growth and community development; and

WHEREAS, the Northeast Florida Regional Council (NEFRC) presented the draft Vision Palatka Plan to the City Commission on September 12, 2024; and

WHEREAS, following thorough review and consideration, the Vision Palatka Plan received approval from the City Commission on September 26, 2024; and

WHEREAS, the Vision Palatka Plan outlines comprehensive strategies to enhance economic development, environmental stewardship, and community engagement within the City of Palatka; and

WHEREAS, the City Commission of Palatka believes that the Vision Palatka Plan will serve as a valuable framework for updating the City’s comprehensive plan; and

WHEREAS, the integration of the Vision Palatka Plan into the comprehensive plan update will help ensure alignment with regional goals and community needs.

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

- 1. The City Commission hereby approves the Northast Florida Regional Council's Vision Palatka Plan.
- 2. The City Commission determines that the Vision Palatka Plan shall be utilized as the framework for the upcoming comprehensive plan update.
- 3. This resolution shall take effect immediately upon its passage and approval.
- 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 by the City Commission on this 26th day of September, 2024.

CITY OF PALATKA

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

PALATKA VISION PLAN

City Commission Meeting



September 12, 2024

Northeast Florida Regional Council Team

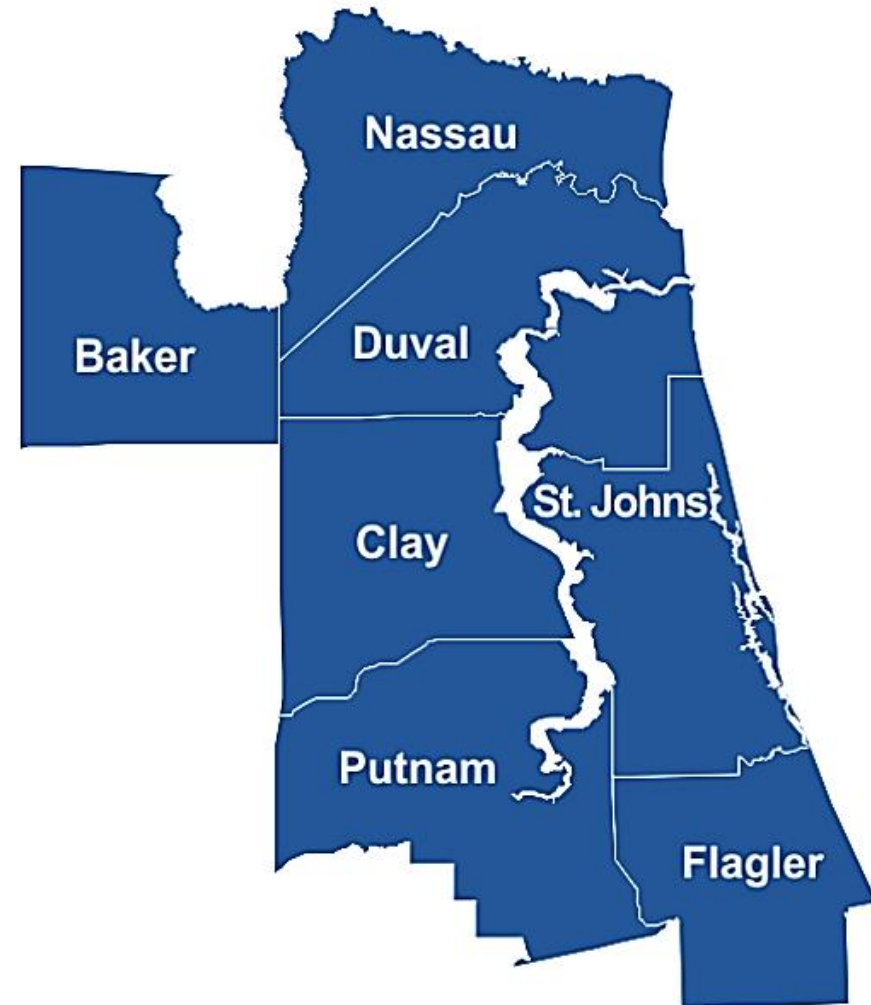
- ❖ Monica Dominguez, Program Manager
- ❖ Cassidy Taylor, Regional Planner
- ❖ Jack Shad, Project Manager
- ❖ Robert Jordan, Regional Planner



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?

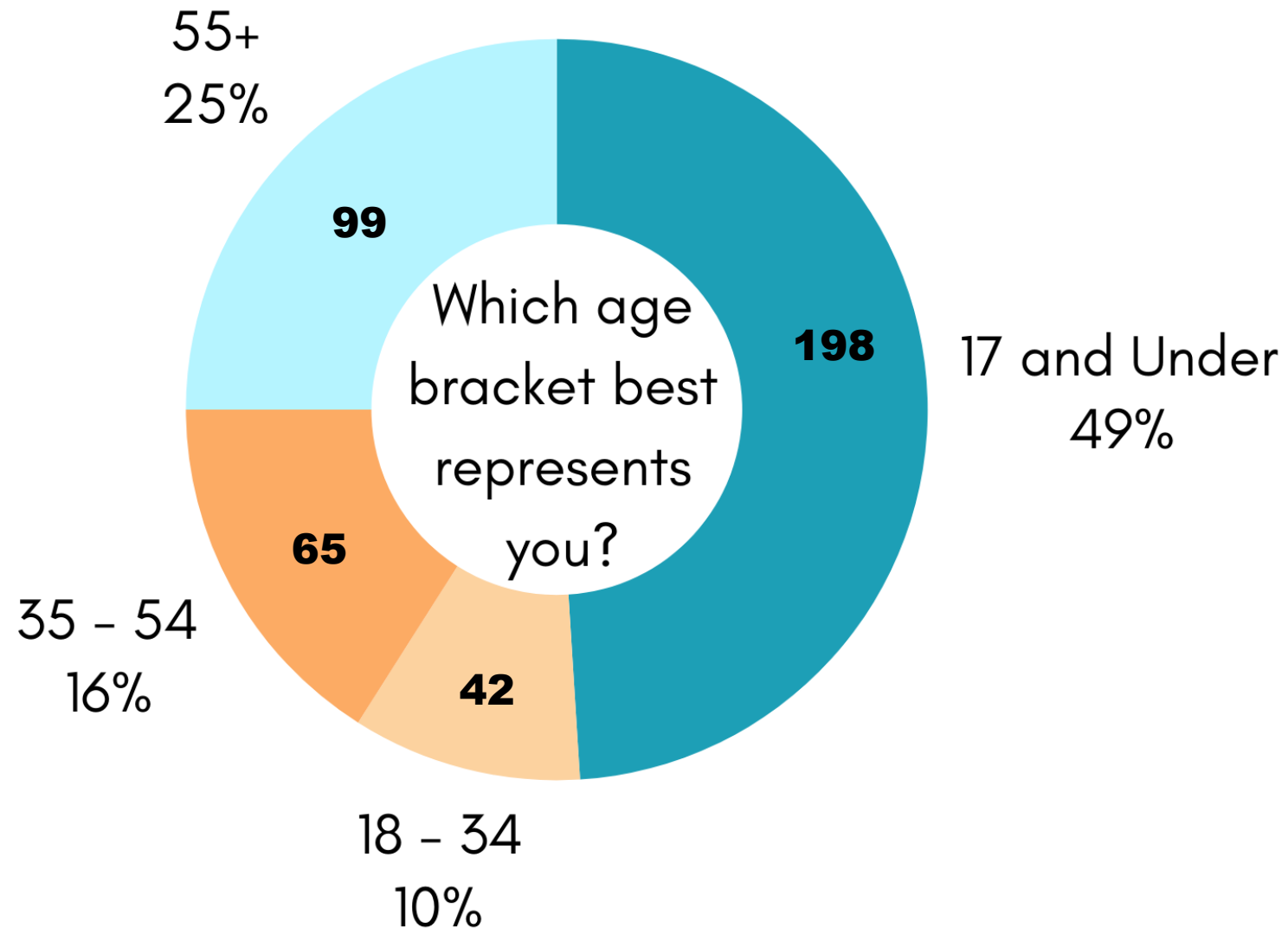
Public Engagement: 8 Public Meetings and an Online Survey

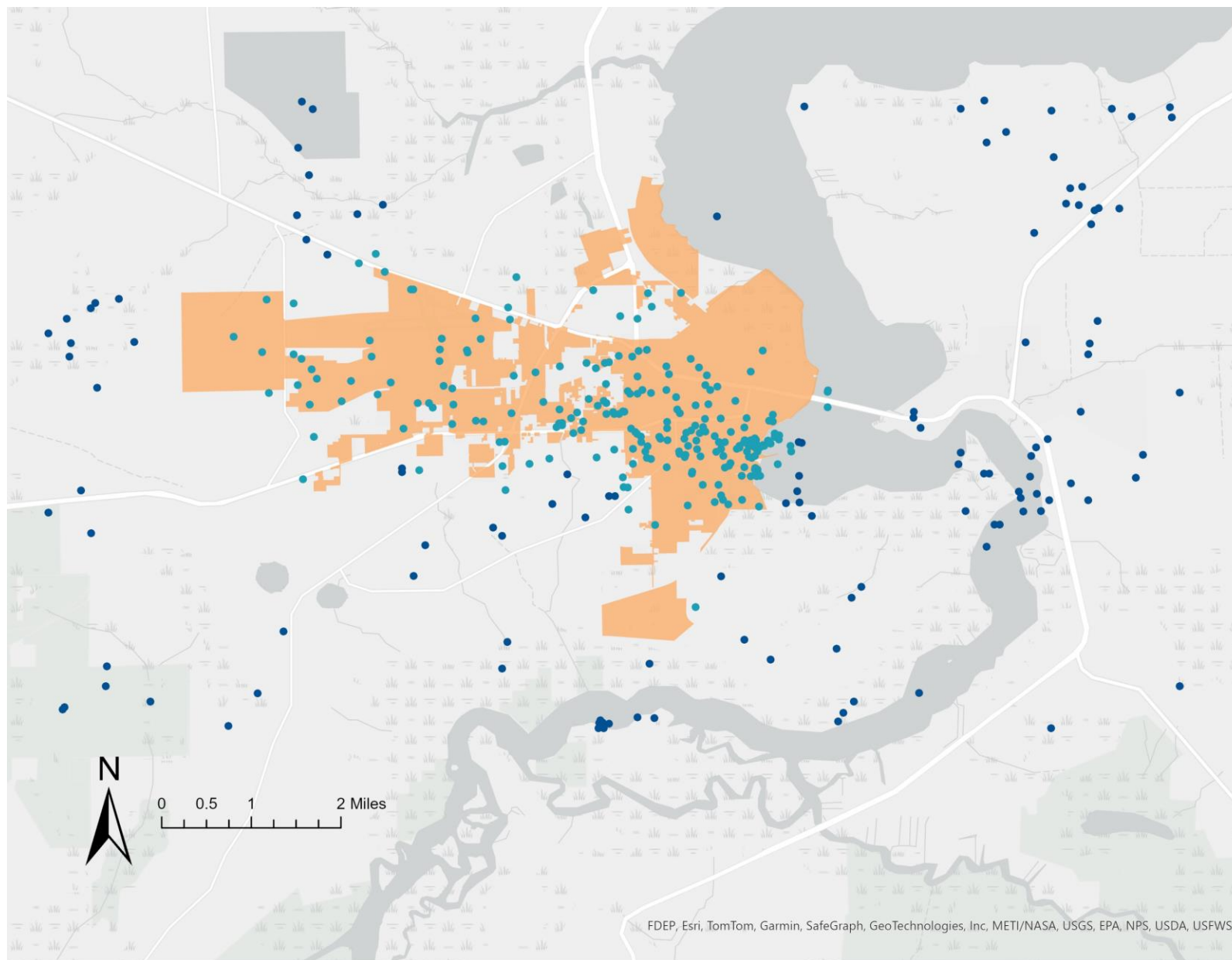
- ❖ **January 23, 2024** - Jenkins Middle School
- ❖ **February 21, 2024** - Ravine Gardens Park
 - ❖ Online Survey Launched (Open for 13 weeks)
 - ❖ Targeted email went out to Palatka Jr. Sr. High School & St. Johns River State College Students
- ❖ **March 7, 2024** - St. Johns River State College
- ❖ **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

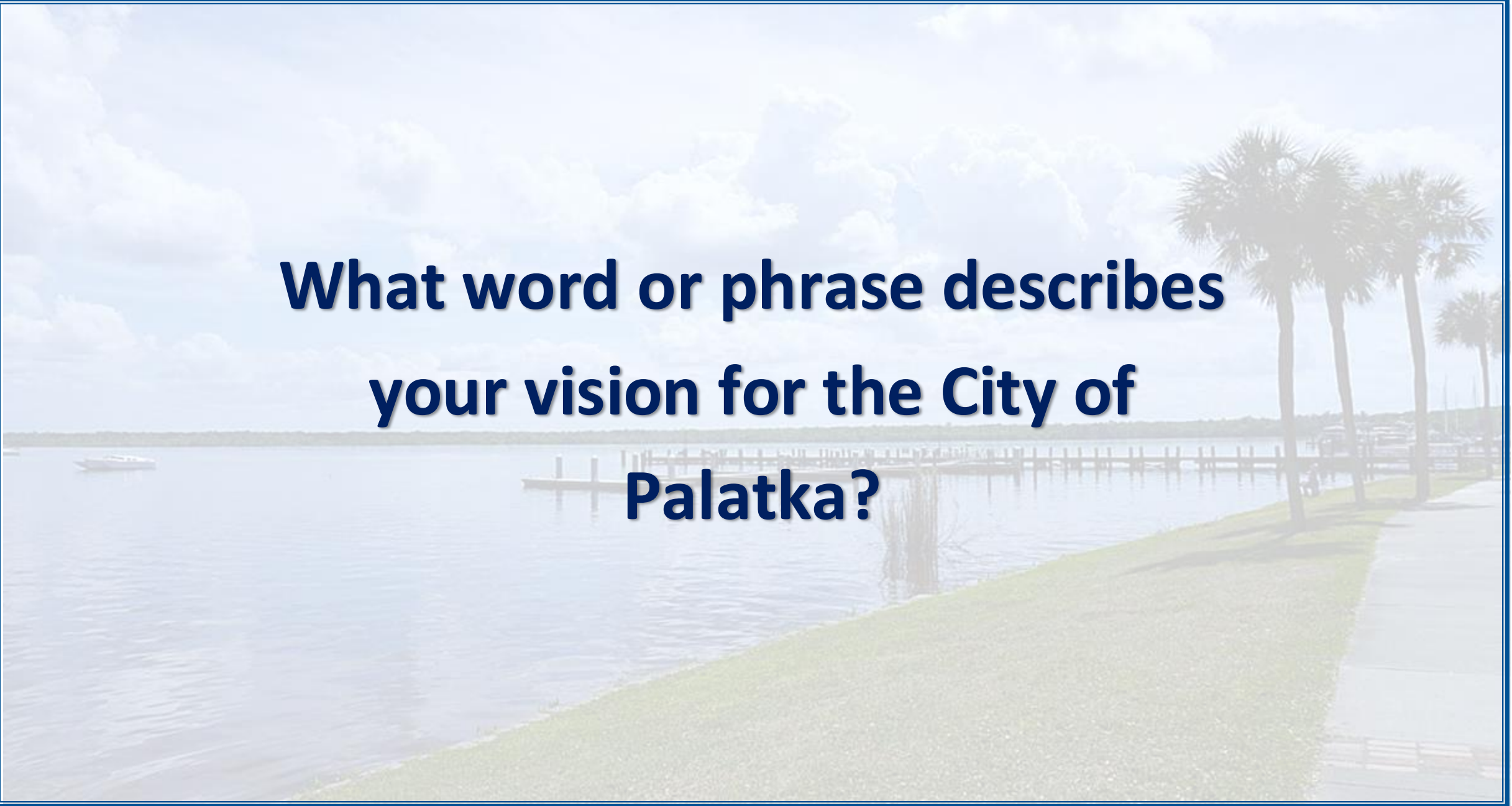
Age Breakdown





**Responses
In/Near Palatka: 229**

**Responses
Outside Palatka: 123**



**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 River City
Renewal Boring Small Town Progressive
Fun Safe Small Growing Revitalize Great
Lame Art Successful Old Potential Quaint Clean
Hometown 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

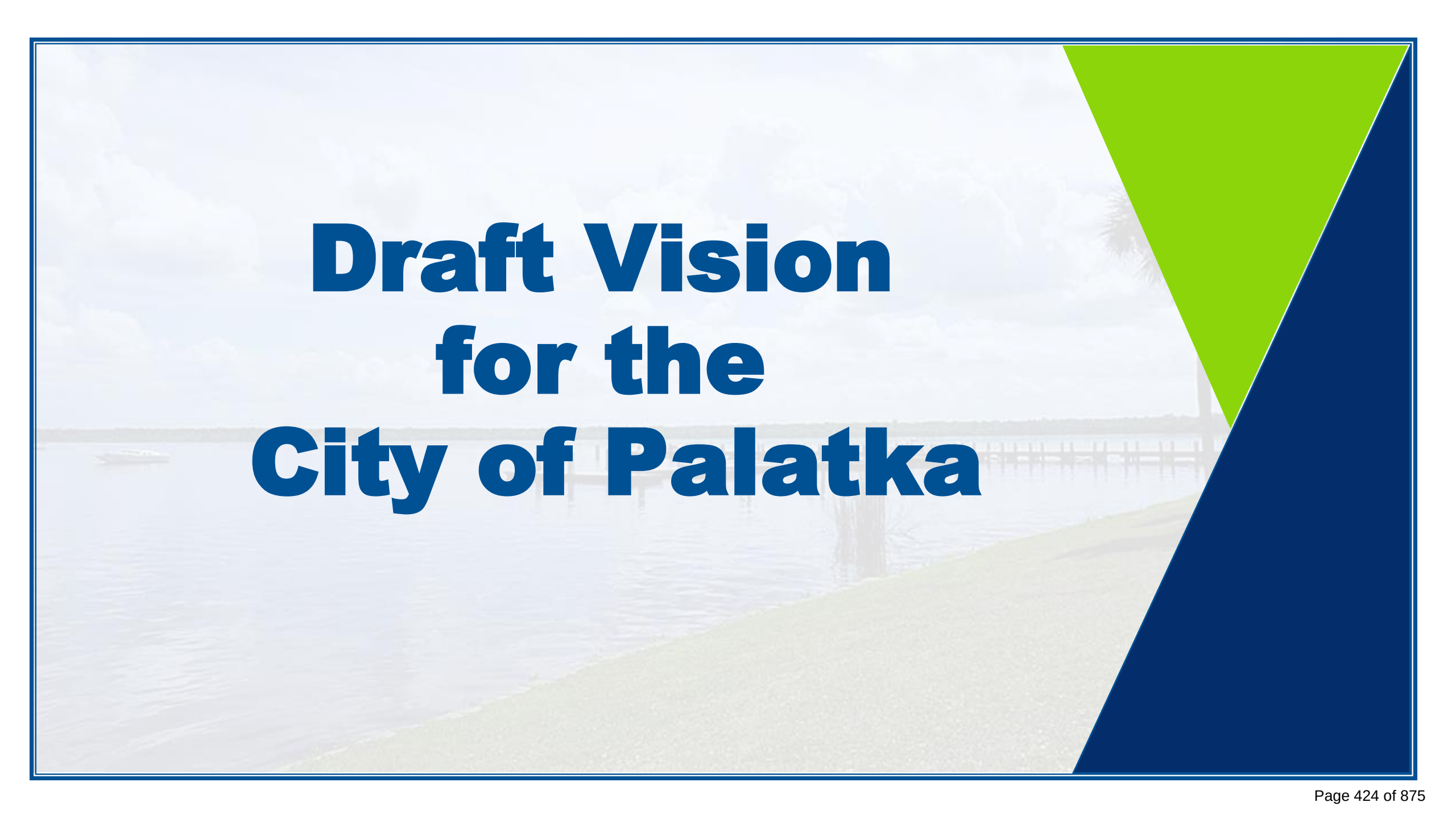
People want to Conserve the Natural Environmental



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"



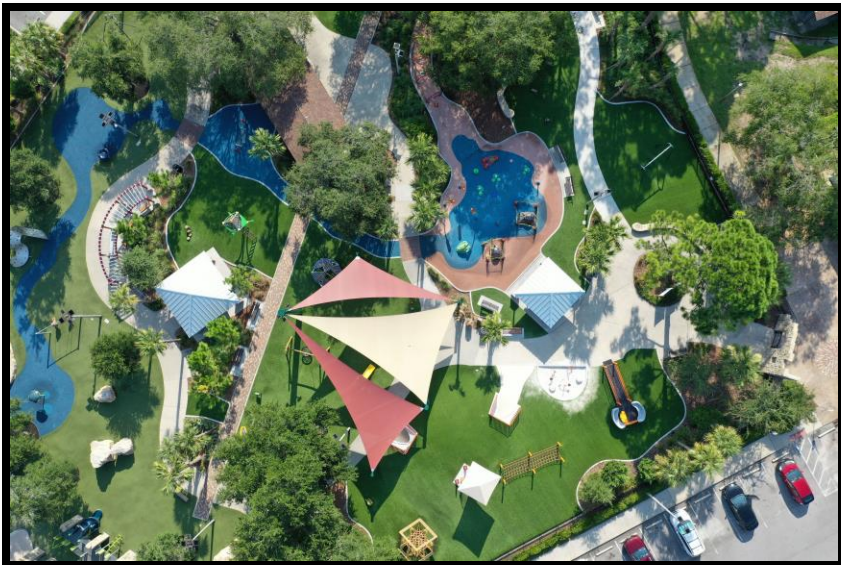
Support Historic Land Uses

"Historic buildings renovated to have small business spaces open"

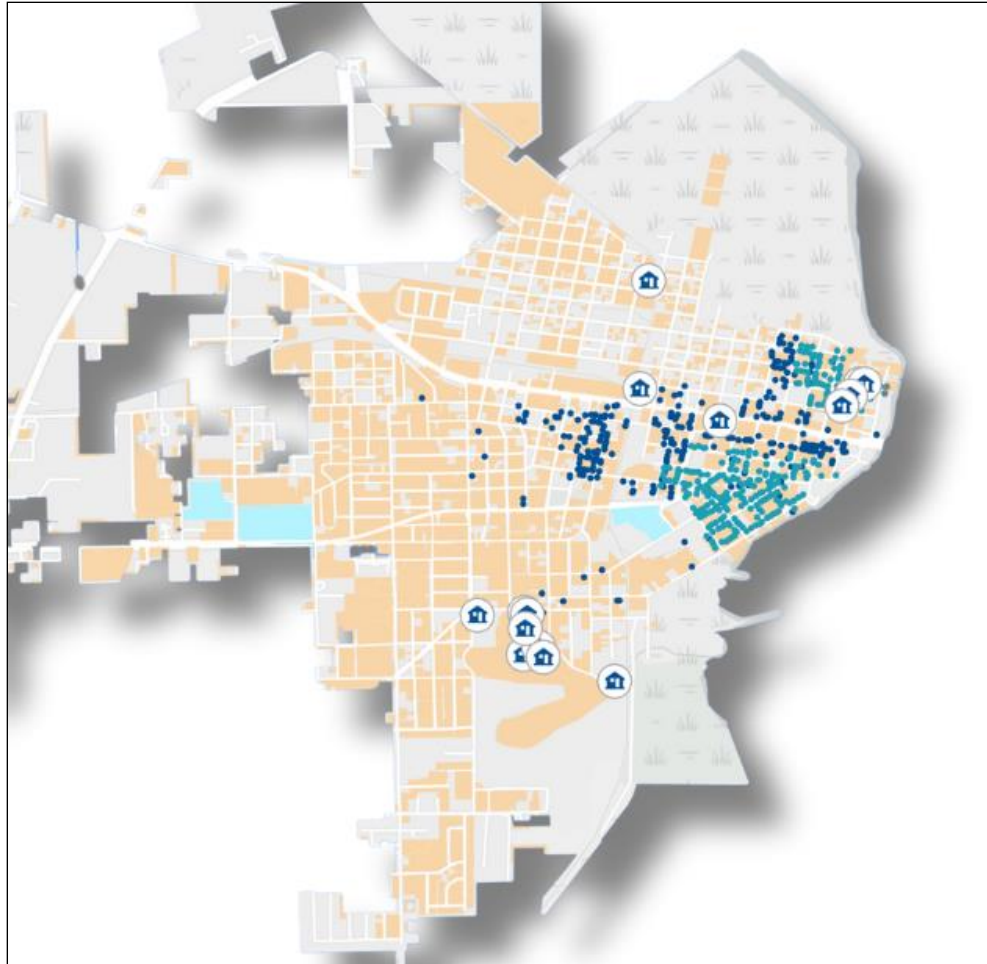


High Quality Public Spaces

"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-199 to execute Florida Commerce Community Planning Technical Assistance Grant Agreement #P0511 for the development of a 5-Year Downtown Strategic Action Plan in the amount of \$40,000 (100% grant funded)

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City of Palatka has been awarded a grant from Florida Commerce for a Technical Assistance Grant for the development of a 5-Year Downtown Strategic Action Plan for the downtown area. The final plan will be based on demographic and market analysis of downtown asset identification and public engagement efforts.

BACKGROUND

The City applied to Florida Commerce for funding assistance for professional services to develop a 5-Year Downtown Strategic Plan. The consultant will assist in the facilitation of stakeholder input sessions to gain feedback, allow dialogue, and provide immediate support to those needing it, Preparation of Market Analysis Report, Preparation of the 5-Year Downtown Strategic Action Plan and Strategic Vision Implementation Support.

PROJECT ANALYSIS

Florida Commerce has awarded the City \$45,000 for this project which is 100% grant funded. Proposed to be funded in FY '24-25 budget. 001-00-334-5-5003 / 001-04-519-8-8220

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-199_ authorizing execution of florida commerce grant agreement for 5 year strategic action plan
2.	P0511-CityofPalatka

RESOLUTION NO. 2024-R-199

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF A F L O R I D A
C O M M E R C E GRANT AGREEMENT FUNDING A
TECHNICAL ASSISTANCE GRANT FOR THE
DEVELOPMENT OF A 5-YEAR DOWNTOWN STRATEGIC
ACTION PLAN; AND PROVIDING FOR SCRIVENER’S
ERRORS.**

WHEREAS, the City of Palatka was awarded a grant from the Florida Commerce for a Technical Assistance Grant for the development of a 5-year Downtown Strategic Action Plan; and

WHEREAS, the amount of the grant is \$40,000.

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

1. the City of Palatka hereby authorizes the execution of a grant agreement funding to develop the 5-year Downtown Strategic Action Plan through Florida Commerce in an amount of \$40,000 and
2. the Mayor and City Clerk of the City of Palatka are hereby authorized to execute and attest the Grant Agreement, and any necessary documents in support of the grant funded 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 Palatka City Commission on this 26th day of September 2024.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

**COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and City of Palatka, Florida ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E:** SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2024 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2025 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to **Forty Thousand Dollars and Zero Cents (\$40,000.00)** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division/aa/vendors>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection

with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.** IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability

of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict

accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)*

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the

words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. 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.
3. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services

unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

- 4. Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee

shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (*Not applicable*)

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions

of this Agreement. The term “this Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.

2. Section 448.095, F.S., requires the following:
 - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred

under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDENTIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

~Remainder of this page left intentionally blank~

CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE**Grantee's Agreement Manager:**Marcia Carty201 North 2nd StreetPalatka, FloridaTelephone: 386 – 329 – 0100 ext. 204Mcarty@palatka-fl.gov**COMMERCE's Agreement Manager:**Paige LayFlorida Department of Commerce107 East Madison Street, MSC 160Tallahassee, FL 32399-4120Telephone: (850) 921-3250Facsimile: (850) 717-8522Email: Paige.Lay@commerce.fl.gov**DD. NOTICES**

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

~Remainder of this page left intentionally blank; Attachments to follow after signature page~

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE

CITY OF PALATKA

By _____
Signature
J. Alex Kelly

Title Secretary

Date _____

By _____
Signature
Roberta M. Correa

Title Mayor

Date _____

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

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____
Approved Date: _____

Attachment 1 SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2345, Chapter 2024-231 Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** The City of Palatka ("Grantee") shall develop a 5-Year Downtown Strategic Action Plan for its Downtown area. The final Plan will be based on demographic and market analyses, downtown asset identification, and public engagement efforts.
3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the Agreement Period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

A. Deliverable 1. Host an In-Market Workshop.

Grantee shall:

1. Host and facilitate a stakeholder input session with downtown property owners, merchants, business owners, residents, community leaders, and elected officials to gain feedback, allow dialogue, and provide immediate support to those needing it most.

B. Deliverable 2. Preparation of Market Analysis Report.

Grantee shall:

1. Prepare a Market Analysis Report related to the downtown area that includes the following information:
 - a. Identification of market trade area using mobile data analysis
 - b. Trade area demographics (population, income, housing, etc.)
 - c. Market and retail GAP analysis for trade area (i.e. leakage and surplus)
 - d. Tapestry lifestyles - psychographic profile of trade area
 - e. Consumer Spending Pattern Reports
 - f. Commute Patterns Report
 - g. Identification of priority business categories for entrepreneurship, recruitment and/or local expansion
 - h. Downtown Walkability Assessment
 - i. Downtown Neighborhood Demographics
 - j. Development of target Demographic and Lifestyles Analysis

C. Deliverable 3. Preparation of the 5-Year Downtown Strategic Action Plan.

Grantee shall:

1. Prepare a customized, strategic, asset-based, and market driven 5-Year Downtown Strategic Action Plan with defined and developed transformation strategies. The plan shall include sections on the following subjects, Actions, and Actors:
 - a. Connectivity & Walkability
 - b. Landscaping & Streetscapes
 - c. Public Art
 - d. Historic Preservation
 - e. Special Events & Promotions
 - f. Wayfinding Signage
 - g. Transportation & Parking
 - h. Messaging & Branding
 - i. Retail & Restaurant Recruitment
 - j. Backfilling Vacancies
 - k. Real Estate Analysis
 - l. Supporting Entrepreneurs
 - m. Incentives & Financial Tools
 - n. Zoning & Codes
 - o. Ordinances & Policies
 - p. Identifying Partnerships
 - q. Catalyst Projects
 - r. Community Input Survey Results

D. Deliverable 4. Strategic Vision Implementation Support.

Grantee shall:

1. Provide implementation support for priority strategies through:
 - a. Delivering the Action Planning Workbook
 - b. Recruiting local Action Teams
 - c. Facilitating a virtual Project Mapping Workshop
 - d. Facilitating a Wrap-Up Call with Community to officially close-out the partnership
4. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.
5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1 <i>Host an In-Market Workshop;</i> 1. Host and facilitate a stakeholder input session with downtown property owners, merchants, business owners, community leaders, and elected officials to gain feedback, allow dialogue, and provide immediate support to those needing it most. Deliverable due date: November 22, 2024	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. Copy of Workshop Advertisement(s) 2. Copy of electronic survey 3. Copy of Workshop Attendance/Sign-In Sheet 4. Copy of Workshop Agenda 5. Copies of Workshop presentation materials Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.	\$5,000	As provided in Section 12 of this Scope of Work, below.
Deliverable 2. <i>Preparation of Market Analysis Report;</i> Prepare a Market Analysis Report related to the downtown area that includes the following information: 1. Identification of market trade area using mobile data analysis 2. Trade area demographics (population, income, housing, etc.) 3. Market and retail GAP analysis for trade area (i.e. leakage and surplus)	Completion of Deliverable 2 as evidenced by submission of all of the following: 1. A copy of the final Market Analysis Report that contains all of the following sections: a. Identification of market trade area using mobile data analysis b. Trade area demographics (population, income, housing, etc.) c. Market and retail GAP analysis for trade area (i.e. leakage and surplus)	\$10,000	As provided in Section 12 of this Scope of Work, below.

4. Tapestry lifestyles - psychographic profile of trade area 5. Consumer Spending Pattern Reports 6. Commute Patterns Report 7. Identification of priority business categories for entrepreneurship, recruitment and/or local expansion 8. Downtown Walkability Assessment 9. Downtown Neighborhood Demographics for consideration by the City in accordance with Section 3.B. of this Scope of Work. Deliverable due date: January 31, 2025	d. Tapestry lifestyles - psychographic profile of trade area e. Consumer Spending Pattern Reports f. Commute Patterns Report g. Identification of priority business categories for entrepreneurship, recruitment and/or local expansion h. Downtown Walkability Assessment i. Downtown Neighborhood Demographics Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Deliverable 3. <i>Preparation of the 5-Year Downtown Strategic Action Plan;</i> Prepare a customized, strategic, asset-based, and market driven 5-Year Downtown Strategic Action Plan with defined and developed transformation strategies. The plan shall include sections on the following subjects:	Completion of Deliverable 3 as evidenced by submission of all of the following: 1. A copy of the final 5-Year Downtown Strategic Action Plan that contains all of the following sections: a. Connectivity & Walkability b. Landscaping & Streetscapes c. Public Art d. Historic Preservation	\$15,000	As provided in Section 12 of this Scope of Work, below.

1. Connectivity & Walkability 2. Landscaping & Streetscapes 3. Public Art 4. Historic Preservation 5. Special Events & Promotions 6. Wayfinding Signage 7. Transportation & Parking 8. Messaging & Branding 9. Retail & Restaurant Recruitment 10. Backfilling Vacancies 11. Real Estate Analysis 12. Supporting Entrepreneurs 13. Incentives & Financial Tools 14. Zoning & Codes 15. Identifying Partnerships 16. Catalyst Projects 17. Community Input Survey Results in accordance with Section 3.C. of this Scope of Work. Deliverable due date: March 31, 2025	e. Special Events & Promotions f. Wayfinding Signage g. Transportation & Parking h. Messaging & Branding i. Retail & Restaurant Recruitment j. Backfilling Vacancies k. Real Estate Analysis l. Supporting Entrepreneurs m. Incentives & Financial Tools n. Zoning & Codes o. Identifying Partnerships p. Catalyst Projects q. Community Input Survey Results Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Deliverable 4. <i>Strategic Vision Implementation Support</i>; Grantee shall: 1. Provide implementation support for priority strategies through: a. Delivering the Action Planning Workbook	Completion of Deliverable 4 as evidenced by submission of all of the following: 1. A copy of the Action Planning Workbook 2. A list of the local Action Team members, affiliations, and contact information 3. Copies of the following items associated with the Virtual Project Mapping Workshop: a. Email Invitation	\$10,000	

b. Recruiting local Action Teams c. Facilitating a virtual Project Mapping Workshop d. Facilitating a Wrap-Up Call with Community to officially close-out the partnership Deliverable due date: May 30, 2025	b. Agenda c. Presentation materials 4. Copies of the following items associated with the Wrap-Up Call with the Community to officially close-out the partnership: a. Email Invitation b. Agenda c. Presentation Materials		
Total Amount Not to Exceed \$40,000.00			

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts,** of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce’s written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce’s Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.
7. **DELIVERABLE DUE DATE.** The “deliverable due date” is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a “business day” is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.
9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce’s Agreement

Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

10. INVOICE SUBMITTAL AND PAYMENT.

- A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.
- B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by Commerce to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**
- C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
 1. Grantee's name and address;
 2. Grantee's federal employer identification number;
 3. the Agreement number;
 4. the Grantee's invoice number;
 5. an invoice date;
 6. the dates of service;
 7. the deliverable number;
 8. a description of the deliverable;
 9. a statement that the deliverable has been completed; and
 10. the amount being requested.
- D. Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:
 1. **For Work Performed by a Subcontractor:**

Agreement #P0511

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
- b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
- c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. For Work Performed by Grantee's Employees:

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
- b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
 - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
 - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
- c. Invoices or receipts for other direct costs.
- d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

G. 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.

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

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.

Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at

CPTADeliverables@commerce.fl.gov and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

12. FINANCIAL CONSEQUENCES.

- A.** Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:
 - 1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.
 - 2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.
- B.** Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

- 13. PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT.** Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If

Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. Commerce's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

- A.** Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
- B.** A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
- C.** If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
- D.** Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

- 16. ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.
- 17. NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.
- 18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:
- A.** Stop work under this Agreement on the date and to the extent specified in the notice;
 - B.** Complete performance of such part of the work as shall not have been terminated by Commerce;
 - C.** Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and
 - D.** Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

~Remainder of Page Intentionally Left Blank~

INVOICE

INVOICE DATE: _____

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

Page 467 of 875

Attachment 1-B – Invoice: Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: _____

FEIN: _____

INVOICE NO.: _____

INVOICE DATE: _____

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paige Lay
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____	
Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]	
<u>Category expenditures:</u>	
Salaries	\$__
Fringe Benefits	\$__
Travel	\$__
Postage	\$__
[other direct costs: identify them]	\$__
TOTAL	\$__

Attachment 1-C – Invoice: Combination of Grantee’s Subcontractor(s) and Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: _____
FEIN: _____

INVOICE NO.: _____
INVOICE DATE: _____

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paige Lay
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____	
Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3]	
Category expenditures:	
Contractual Services	\$__
Salaries	\$__
Fringe Benefits	\$__
Travel	\$__
Postage	\$__
[other direct costs: identify them]	\$__
TOTAL	\$__

Attachment 1-D – Grant Agreement Final Closeout Form

Ron DeSantis
GOVERNOR

GRANT
AGREEMENT FINAL
CLOSEOUT FORM

J. Alex Kelly
SECRETARY

FLAIR Contract ID:			
Recipient Name:		Contract Amount	
Vendor ID:		Deobligated Funds	
Contract End Date:		Final Contract Amount	

Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	
2. Total Recipient Expenditures	
3. Balance of Unexpended Program Income (from Section B)	
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	

Section B: Statement of Recipient Income

There was no recipient income earned under this contract. The following recipient income was earned under this contract.			
Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

Section C: Property Inventory Certification

No tangible property was purchased in the contract period. All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

Section E: COMMERCE Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

Agreement #P0511

Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form

Attachment 1-E will be provided after execution of this Agreement

Attachment 2

AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

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 Commerce 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 Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a 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 form lists the federal resources awarded through Commerce 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 Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the 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).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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 s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state

financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, 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 s. 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 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).

PART III: OTHER AUDIT REQUIREMENTS.

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

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

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

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:
 - a. Commerce at each of the following addresses:

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

or

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

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

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

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

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

Electronic copies (preferred):

Audit@commerce.fl.gov

or

Paper (hard copy):

Florida Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to 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 this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

~Remainder of Page Intentionally Left Blank~

EXHIBIT 1 to Attachment 2

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

N/A

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

N/A

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$ 40,000.00** _____

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

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

~Remainder of Page Intentionally Left Blank~

ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

DISCUSSION/DIRECTION - River Street retaining wall

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Provide direction to City staff and property owners.

BACKGROUND

This item was postponed by the Commission at the September 12, 2024 meeting to September 26. 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.

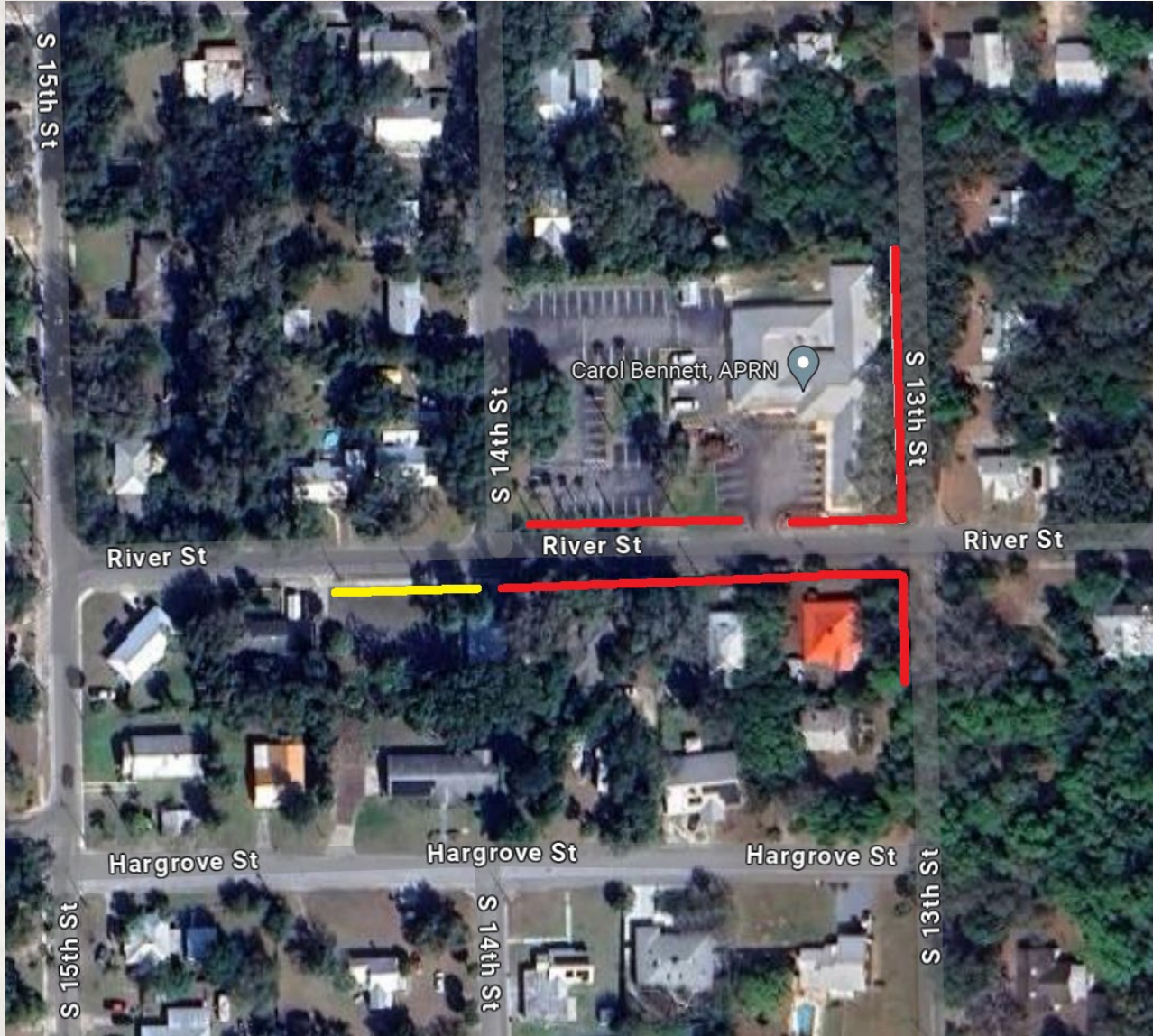
Staff Recommendation

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 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.

PRESENTATION/DIRECTION incorporating a policy regarding the acceptable use of City-owned IT equipment into the City's e-mail and internet policy (Appendix 19 of the Personnel Policy)

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City's contracted IT provider has recommended language regarding acceptable use of city-owned IT equipment.

BACKGROUND

The City of Palatka Appendix 19, which details the rules for using the organization's email and internet, lacked specific guidelines for the acceptable use of city-owned IT equipment. Inspired Technologies conducted a thorough review and sent a draft for staff review, ensuring that all equipment usage conditions were clearly documented in the policy. The revised policy now covers computer access control, clear desk and screen guidelines, company password standards, off-site work, mobile storage devices, software usage, antivirus protection, telephony equipment usage, contract/employment termination, and monitoring and filtering.

PROJECT ANALYSIS

The document that follows is the document recommended by the City's IT professionals, with language from the current Appendix 19 inserted into the document. The highlighted language is the current policy.

Staff Recommendation

Review the proposed policy and provide feedback. Provide direction to bring back a revised Appendix 19 for approval at the next Commission meeting.

ATTACHMENTS

1.	IT Acceptable Use Policy - City of Palatka
----	--

POLICIES AND PROCEDURES MANUAL

Internet, E-Mail, and
Acceptable Use of City-owned Equipment

City of Palatka

Appendix 19

Table of Contents

1. Purpose and Scope	3
2. Computer Access Control – Individual’s Responsibility.....	3
3. Internet and email Conditions of Use	4
4. Clear Desk and Clear Screen Policy	5
5. Company Password Policy	5
5.1 General Password Construction Guidelines.....	5
5.2 Password Protection Standards	6
5.3 Account Lockouts	6
6. Working Off-site.....	7
7. Mobile Storage Devices.....	7
8. Software	7
9. Anti-Virus/Malware Protection	7
10. Telephony (Voice) Equipment Conditions of Use.....	8
11. Termination of Contract/Employment.....	8
12. Monitoring and Filtering.....	8

1. Purpose and Scope

The purpose of this document is to set forth the ground rules for successful information systems environment within the City. Within this document are policies, guidelines, and procedures that are to be followed when using City computer systems.

This Acceptable Use Policy covers the security and use of all City of Palatka information and IT equipment. It also includes the use of email, internet, voice and mobile IT equipment. This policy applies to all City of Palatka employees, contractors and agents (hereafter referred to as 'individuals').

This policy applies to all information, in any form, relating to City of Palatka business activities worldwide, and to all information handled by City of Palatka relating to other organizations with whom it deals. It also covers all IT and information communications facilities operated by City of Palatka or on its behalf.

Adherence to the policies, guidelines, and procedures set forth within this manual is mandatory for all employees and computer system users. Employees are subject to disciplinary action, up to and including termination of employment, for violation of said policies, guidelines, and procedures.

2. Computer Access Control – Individual's Responsibility

Access to the City of Palatka IT systems is controlled using User IDs, passwords and/or tokens. All User IDs and passwords are to be uniquely assigned to named individuals and consequently, individuals are accountable for all actions on the City of Palatka IT systems.

Individuals must not:

- Allow anyone else to use their user ID/token and password on any City of Palatka IT system.
- Leave their user accounts logged in at an unattended and unlocked computer.
- Use someone else's user ID and password to access City of Palatka IT systems.
- Leave their password unprotected (for example writing it down).
- Perform any unauthorized changes to City of Palatka IT systems or information.
- Attempt to access data that they are not authorized to use or access.
- Exceed the limits of their authorization or specific business need to interrogate the system or data.
- Connect any non-City of Palatka authorized device to the City of Palatka network or IT systems.
- Store City of Palatka data on any non-authorized City of Palatka equipment.
- Give or transfer City of Palatka data or software to any person or organization outside City of Palatka without the authority of City of Palatka.

Directors, Managers and Leads must ensure that individuals are given clear direction on the extent and limits of their authority in regard to IT systems and data.

3. Internet and email Conditions of Use

Internet access and E-mail services will be provided only to those users who are approved by their department head as having a legitimate business need for access. Each employee furnished Internet access or E-mail services must certify that they have read and understand this policy statement.

All employees of the City of Palatka will observe proper business etiquette while using the Internet and E-mail. It is essential for each user to recognize their responsibility in having access to vast services, sites, systems and people. The users are ultimately responsible for their own actions in accessing network services and E-mail. The use of the Internet network and E-mail is a privilege, not a right, which may be revoked at any time for abusive conduct. Such conduct includes the placing of unlawful information on a system, the use of abusive or otherwise objectionable language or material in either the public or private messages, the sending of messages that are likely to result in the loss of recipient's work or systems and any other types of use which would cause congestion of the networks or otherwise interfere with the work of others. Internet abuse will result in disciplinary action, up to and including termination of employment.

Use of City of Palatka internet and email is intended for business use. Incidental personal use of E-mail or Internet is acceptable, so long as such use does not result in additional cost or liability, interfere with business productivity or performance, pose additional risk to security, reliability or privacy, or conflict with any city policy or work rule. Personal usage should generally conform to limits typically associated with personal phone calls. Personal use is permitted where such use does not affect the individual's business performance, is not detrimental to City of Palatka in any way, not in breach of any term and condition of employment and does not place the individual or City of Palatka in breach of statutory or other legal obligations.

All individuals are accountable for their actions on the internet and email systems.

Any obscene or suggestive messages or messages which contain offensive graphical images received by an employee on a City computer over the Internet or by E-mail should be deleted immediately. However, if any such message was sent by another city employee, the message should be reported to a supervisor prior to deletion.

Individuals must not:

- Use the internet or email for the purposes of harassment or abuse.
- Commit any crime using the Internet or E-mail
- Mount an attack on the security of any system (i.e. hacking)
- Disturb any other user's files or directories
- Use profanity, obscenities, or derogatory remarks in communications.

- Access, download, send or receive any data (including images), which City of Palatka considers offensive in any way, including sexually explicit, discriminatory, defamatory or libelous material.
- Use the internet or email to make personal gains or conduct a personal business.
- Use the internet or email to gamble.
- Use the email systems in a way that could affect its reliability or effectiveness, for example distributing chain letters or spam.
- Place any information on the Internet that relates to City of Palatka, alter any information about it, or express any opinion about City of Palatka, unless they are specifically authorized to do this.
- Send unprotected sensitive or confidential information externally.
- Forward City of Palatka mail to personal (non-City of Palatka) email accounts (for example, a personal Hotmail account).
- Make official commitments through the internet or email on behalf of City of Palatka unless authorized to do so.
- Download copyrighted material such as music media (MP3) files, film and video files (not an exhaustive list) without appropriate approval.
- In any way infringe any copyright, database rights, trademarks or other intellectual property.
- Download any software from the internet without prior approval of the IT Department.
- Connect City of Palatka devices to the internet using non-standard connections.

4. Clear Desk and Clear Screen Policy

In order to reduce the risk of unauthorized access or loss of information, City of Palatka enforces a clear desk and screen policy as follows:

- Personal or confidential business information must be protected using security features provided for example secure print on printers.
- Computers must be logged off/locked or protected with a screen locking mechanism controlled by a password when unattended.
- Care must be taken to not leave confidential material on printers or photocopiers.

5. Company Password Policy

The following are tips for creating strong passwords that protect you and our organization from attacks:

- Don't use simple passwords
- Create long and strong passwords
- Use a different and unique password for each of your accounts
- Do not share your passwords with anyone else, including fellow employees.

5.1 General Password Construction Guidelines

All City of Palatka system user-level password changes must be made in accordance with City of Palatka procedures. Do not share City of Palatka passwords with anyone, including administrative assistants, secretaries, employees in the SOC, or support personnel; they should either ask you to log in, or follow password change procedures. Sharing includes, but is not limited to, discussing passwords verbally, transmitting passwords via the Internet, and writing passwords on paper for unsecured distribution. Passwords must not be inserted into email messages or other forms of electronic communication, nor should they be stored either in hardcopy or unencrypted electronic format.

Unless restricted by system software, the following criteria should be followed to establish a password:

- A minimum of ten (10) characters should be used;
- At least one character must be alpha (i.e., letter of the alphabet);
- At least one character must be numeric;
- It should contain both upper and lower case characters as well as an extended character (i.e. &, \$, #).

Passwords should NOT be constructed using any of the following:

- Names of family, friends, pets, co-workers, fictional characters, sports teams ,etc.
- Words easily found in a standard dictionary, including but not limited to English and Spanish.
- Computer terms and names, commands, sites, companies, hardware or software.
- The words of City of Palatka, or any derivation.
- Birthdays or other personal information such as addresses and phone numbers, words, or number patterns, such as “aaabbb”, “qwerty”, “123321”, etc.
- Any of the previous items in reverse order.
- Any of the previous items preceded or followed by a digit.

5.2 Password Protection Standards

Users must ensure that they comply with the following standards and practices that assist in protecting passwords: Do not use the same password for City of Palatka accounts as for other non-City of Palatka accounts. In addition, do not use the same password for various City of Palatka access needs, including application and network access. Do not use the “Remember Password” feature of applications (e.g., Internet Explorer, Microsoft Outlook). If someone demands a password, refer that person to this policy or have that person call the SOC. If an account or password is suspected to have been compromised, report the incident to the SOC then change all relevant passwords. City of Palatka Security Services Team or its delegates may perform password cracking or guessing on a periodic or random basis. If a password is cracked or guessed,

City of Palatka IT Team will communicate to the user the expectation that the password will be changed in a timely manner.

5.3 Account Lockouts

Unless restricted by system software, a user account should be locked out after three unsuccessful attempts at logging into said user account.

6. Working Off-site

It is accepted that laptops and mobile devices will be taken off-site. The following controls must be applied:

- Working away from the office must be in line with City of Palatka working remotely acknowledgment below.
- Equipment and media taken off-site must not be left unattended in public places and not left in sight in a car.
- Laptops must be carried as hand luggage when travelling.
- Information should be protected against loss or compromise when working remotely (for example at home or in public places). Laptop encryption must be used. Particular care should be taken with the use of mobile devices such as laptops, mobile phones, smartphones, and tablets. They must be protected at least by a password or a PIN and, where available, encryption.

7. Mobile Storage Devices

Mobile devices such as memory sticks, CDs, DVDs and removable hard drives must be used only in situations when network connectivity is unavailable or there is no other secure method of transferring data. Only City of Palatka authorized mobile storage devices with encryption enabled must be used, when transferring sensitive or confidential data.

8. Software

Employees must use only software that is authorized by City of Palatka on City of Palatka computers. Authorized software must be used in accordance with the software supplier's licensing agreements. All software on City of Palatka computers must be approved and installed by the City of Palatka IT department.

Individuals must not:

- Store personal files such as music, video, photographs or games on City of Palatka IT equipment.
- Download/Install software unapproved by company administrators

9. Anti-Virus/Malware Protection

The IT department has implemented centralized, automated virus detection and virus software updates within the City of Palatka. All PCs/Macs have antivirus software installed to detect and remove any virus automatically.

Individuals must not:

- Remove or disable anti-virus software.
- Attempt to remove virus-infected files or clean up an infection, other than using approved City of Palatka anti-virus software and procedures.

10. Telephony (Voice) Equipment Conditions of Use

Use of City of Palatka voice equipment/softphone is intended for business use. Individuals must not use City of Palatka voice facilities for sending or receiving private communications on personal matters, except in exceptional circumstances. All non-urgent personal communications should be made at an individual's own expense using alternative means of communications

Individuals must not:

- Use City of Palatka voice for conducting private business.
- Make hoax or threatening calls to internal or external destinations.
- Accept reverse charge calls from domestic or International operators, unless it is for business use.

11. Termination of Contract/Employment

All City of Palatka equipment and data, for example laptops and mobile devices including telephones, smartphones, USB memory devices and CDs/DVDs, must be returned to City of Palatka at termination of contract/employment.

All City of Palatka data or intellectual property developed or gained during the period of employment remains the property of City of Palatka and must not be retained beyond termination or reused for any other purpose.

12. Monitoring and Filtering

All data that is created and stored on City of Palatka computers is the property of City of Palatka and there is no official provision for individual data privacy, however wherever possible City of Palatka will avoid opening personal emails.

IT system logging will take place where appropriate, and investigations will be commenced where reasonable suspicion exists of a breach of this or any other policy. City of Palatka has the right (under certain conditions) to monitor activity on its systems, including internet and email use, in order to ensure systems security and effective operation, and to protect against misuse. Any

monitoring will be carried out in accordance with audited, controlled internal processes, and any local or required laws/acts.

EMPLOYEE ACKNOWLEDGEMENT

I hereby acknowledge having read the Internet, E-mail and Acceptable Use Policy. I understand the content of the manual and agree to abide by these policies and procedures and that adherence to the policies and procedures set forth in this manual is mandatory for all employees and computer system users to include working remotely. Employees are subject to disciplinary action, up to and including termination of employment for violation of these policies and procedures.

Print Name

Signature

Enforcement: This policy and associated acknowledgments will be enforced by the IT Team and the SOC. Violations may result in disciplinary action, which may include suspension, restriction of access, or more severe penalties up to and including termination of employment. Where illegal activities or theft of company property (physical or intellectual) are suspected, the company may report such activities to the applicable authorities.

DISCUSSION/DIRECTION - Shrimping and Fishing on City Docks

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

City Staff is asking for clarification on which docks citizens can fish and shrimp from.

BACKGROUND

The City of Palatka entered into an agreement with the Palatka Boathouse Marina on May 12, 2023. Subsequently, the City of Palatka adopted an Ordinance on May 23, 2024.

PROJECT ANALYSIS

The Code Section 70-101 c states "The Riverfront Park Boat Ramp is open to the members of the general public for the purpose of loading and unloading boats. Fishing and shrimping are not permitted on tending docks, transient docks and gangways."

Following this report is a picture presented to the City Commission at the time the Ordinance was passed. It shows Day Slips and Transient Slips.

Staff would like to bring the Commission back an additional Ordinance that would clarify which day slips and transient slips are defined as "tending docks", "transient docks" and "gangways". Prior to bringing this Ordinance, Staff is asking for clarification/direction from the Commission on where citizens can fish and shrimp.

Staff Recommendation

Direct Staff to bring back an Ordinance.

ATTACHMENTS

1.	Ordinance 2024-09
2.	Dock Picture from May 2024 agenda packet

ORDINANCE NO. 2024-04

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
AMENDING CHAPTER 70 ARTICLE IV AND APPENDIX A
OF THE MUNICIPAL CODE OF THE CITY OF PALATKA
AS IT PERTAINS TO USE OF CITY DOCKING FACILITIES
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 Chapter 70 ARTICLE IV and Appendix A. 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 II. All ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section III. If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

Section IV. EFFECTIVE DATE: This Ordinance shall take effect upon its passage as provided by law.

Section V. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

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

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 9th day of April, 2024.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 23rd day of May, 2024.

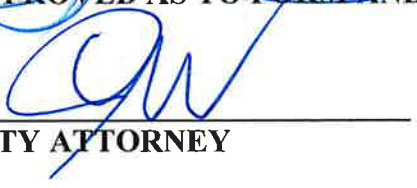
CITY OF PALATKA

By: 
Its **MAYOR**



CITY CLERK

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

Sec. 70-101. Use of city docking facilities.

All docking facilities located upon or connected to property owned by the City of Palatka shall be open to the general public for use without charge, provided however that charges may be assessed at a reasonable rate for water, electrical, sewage pump-out facilities, or similar services provided by the city, or by the city's designee, at said docking facilities.

- (a) Charges for services: Charges to be assessed for docking, electrical, water, sewage pump-out, or similar services, shall be established by the city manager and approved by the city commission, as described in "Appendix A attachment A" which is hereby adopted as part of this article. A method of collecting said charges shall be created and implemented by the city manager, with approval of the city commission. The rate at which charges are to be assessed for services at the city's docking facilities shall be prominently displayed upon a sign or placard to be located at the facilities at which the services are to be provided.
- (b) Extended stays. Only temporary recreational and liveaboard mooring of vessels shall be permitted. For purposes of this subparagraph, "temporary liveaboard" shall be defined as any continuous docking of a vessel inhabited by a person or persons for fifteen (15) consecutive days or a total of twenty (20) days within a thirty (30) day period in designated extended stay slips. "Temporary recreational mooring" shall be defined as any continuous docking of a vessel less than 6 hours in non-designated extended stay slips.
- (c) The Riverfront Park Boat Ramp is open to the members of the general public for the purpose of loading and unloading boats. Fishing and shrimping are not permitted on tending docks, transient docks and gangways.
- (d) Dinghies may be temporarily stored under the temporary mooring provision in areas approved by the City Manager or designee.
- (e) Health and sanitation regulations.
 - (1) Health and safety statutes, ordinances and regulations. All vessels moored, anchored, docked or tied to lands, docks, piers or wharves in or abutting the public waterways located in the city or anchored or moored in the submerged lands located within the city shall observe and satisfy all federal, state and local statutes, ordinances and regulations related to health and safety.
 - (2) Prohibition on disposal. No person shall drop, throw, flush or otherwise cause to be deposited into the public waterways located within the city any human waste, sewage, garbage, paper, bottles, cans, refuse, debris, fuel, oil or oily bilge water.
 - (3) Provision for disposal required. Any person operating, docking, anchoring or mooring a boat within the boundaries of the public waterways located within the city or within the boundary of submerged land leased by the City shall make provision for the lawful disposal of all human waste, sewage, garbage, paper, bottles, cans, refuse, debris, fuel, oil or oily bilge water in order to prevent the discharge of said material and debris into the public waterways.
- (f) In addition to the penalties herein, the city may choose to remove, or cause to be removed, a vessel that is left in a manner that violates the provisions of this section. The responsible party shall be required to reimburse the city for the costs incurred in the removal. If the responsible party fails to reimburse the city for the costs of removal, the city may place a lien on the responsible party's real and personal property for the costs incurred by the city. The city may foreclose on the lien, or seek a money judgment, as provided for by state law.
- (g) Notwithstanding the above, if the city manager or his or her designee determines that a vessel or floating structure is an imminent risk to the health, safety and welfare of the residents of the city, or is likely to immediately damage private or public property or is an immediate hazard to navigation, the city may take all steps necessary to immediately remove, or cause to be removed, the vessel or floating structure without written communication.
- (h) Removal and impoundment of dangerous or hazardous vessels. Any vessel, due to fire, explosion, accident, or negligence, which in the determination of the city manager or his or her designee creates an immediate danger to life or property, hazard to navigation or imminent environmental hazard shall be subject to immediate removal and impoundment of the vessel, and costs incident thereto shall be borne by the vessel owner.
- (i) Abandoned, derelict and wrecked vessels and illegal floating structures.
 - (1) No abandoned, derelict or wrecked vessel or illegal floating structure shall be allowed in or upon the city waters or the shores of the city. No vessel which is likely to damage private or public property or become a hazard to navigation shall be permitted to anchor, dock or moor in city waters. The city manager or his or her designee shall determine whether any vessel is abandoned, derelict or wrecked, whether a vessel is not seaworthy or whether a floating structure is illegal, and, if so determined and as may be authorized by interlocal agreement or state law, the city manager or his or her designee shall take steps for its removal as follows:
 - a. To the extent possible and as soon as possible, notify the owner or other responsible party of the determination; and
 - b. If the owner or responsible party fails to remedy the condition, in the manner and time directed, the city manager or his or her designee shall then notify the registered owner and any other party known by the city to have an interest in the vessel or floating structure in writing specifying the remedy required and the time frame for completion of said remedy.

In addition to the penalties herein, the city may choose to remove, or cause to be removed, the vessel or floating structure. The responsible party shall be required to reimburse the city for the costs incurred in the removal. If the responsible party fails to reimburse the city for the costs of removal, the city may place a lien on the responsible party's real and personal property for the costs incurred by the city. The city may foreclose on the lien, or seek a money judgment, as provided for by state law.

(2) Notwithstanding the above, if the city manager or his or her designee determines that a vessel or floating structure is an imminent risk to the health, safety and welfare of the residents of the city, or is likely to immediately damage private or public property or is an immediate hazard to navigation, the city may take all steps necessary to immediately remove, or cause to be removed, the vessel or floating structure without written communication.

(Ord. No. 09-03, § I, 2-22-2009)

Editor's note(s)—Attachment A hereinabove referred states "No fees to be assessed".

Sec. 70-102. Prohibited uses.

Notwithstanding anything set forth above or elsewhere herein, the following uses and actions at city docking facilities are hereby specifically prohibited:

- (a) Extended stays. ~~Only temporary mooring of vessels shall be permitted. For purposes of this subparagraph, "temporary" shall be defined as any continuous stay of less than 48 hours. However, the mooring of a vessel shall not be defined as temporary if the vessel is being moored regularly and routinely at the city's public docking facilities, even if the vessel is moved periodically so as to avoid violating the "48-hour stay" rule set forth above.~~ Any vessel that is moored at the city dock for and during the period of six hours or more during any calendar day, in excess of fifteen (15) consecutive days or a total of twenty (20) days within a thirty (30) day period and for more than ten calendar days during any calendar month shall be deemed in violation of this subsection even if the vessel is moved periodically so as to avoid violating the "temporary" rules set forth above.
- (b) *Recreational use only.* No commercial activities of any kind shall be conducted upon or in association with any vessel moored at the city dock. Nothing within this section or this article shall, however, prohibit the city from authorizing the mooring of vessels at the city dock in connection with commercial activities if the use of said vessel and/or said activities are in association with or related to a city-sponsored activity.
- (c) *Nonemergency repairs prohibited.* The city docking facilities shall not be utilized for the purposes of effecting repairs to any vehicle or vessel, other than emergency repairs. For purposes of this subparagraph, "emergency repairs" shall be defined as those nonroutine repairs necessary to prevent a vessel from sinking or being otherwise damaged or destroyed, or, necessary to restore a vessel to operational status. However, any emergency repair shall be completed within 48 hours of the time of the vessels mooring unless at the expiration of said time, it is impossible to move the vessel without endangering the vessel or those who are aboard it. The city manager shall be vested with the authority to determine on a case-by-case basis whether or not conditions exist which justify allowing a vessel to remain moored at a city dock in excess of 48 hours for the purpose of effecting emergency repairs.
- (d) *Swimming and diving.* Diving or jumping into the water from the city's docking facilities, or swimming or wading from said facilities, shall be prohibited and signs notifying the public of these prohibitions shall be prominently displayed on site.
- (e) Hanging washing on vessels prohibited. No person shall hang or cause to be hung clothes or other wearing apparel on the outside of any vessel or dinghy docked, moored or operated within the municipal boundaries and contiguous submerged lands under the operation of the city.
- (j) Enforcement. The provisions of this section shall be enforced by the division of law enforcement of the fish and wildlife conservation commission and its officers, the Sheriff of Putnam County and his or her deputies and the Chief of Police of the City of Palatka and his or her officers.
- (k) Procedures for prosecution of violations.
 - (1) The law enforcement agency issuing a citation for violation of this article shall present the completed violation to the owner or occupant of the subject vessel or, in the alternative shall mail the citation to the owner of the vessel at the mailing address included on the title or registration of the vessel by U.S. Mail, certified, return receipt requested.
 - (2) The city may prosecute the violation in any manner allowed by law, including but not limited to, municipal code enforcement procedures.
- (t) Penalties. Offenses under this section shall be punishable by the imposition of fines as established below:
 - (1) First offense: \$100.00.
 - (2) Second offense: \$250.00.
 - (3) Third or subsequent offense: \$500.00.

(Ord. No. 09-03, § II, 2-22-2009)

Sec. 70-103. Disclaimer of liability.

The City of Palatka shall advise all who might use the city docking facilities through the posting of appropriate signs that uses of city docking facilities shall be at the risk of the user and that the city does not intend to accept liability or responsibility for damages to property, injuries to persons, or death, caused by or incurred in association with the use of the city's docking facilities.

(Ord. No. 09-03, § II, 2-22-2009)

Sec. 70-104. Penalty.

Except as otherwise provided in this article, any person or entity violating any of the provisions of this section may be punished as provided in section 1-10 of the Municipal Code of the City of Palatka.

(Ord. No. 09-03, § II, 2-22-2009)

APPENDIX A - FEE SCHEDULE

The various fees and charges referred to in the Code are set out in the following schedule:

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

§ 70-101(a). Use of Docking Facilities Charges For Services

	<u>Transient Daily Rate</u>	<u>Transient Half Day Rate</u>		<u>Transient Weekly[^]</u>	<u>Electric per Day[*]</u>		<u>Pump Out</u>	<u>Water</u>	<u>Check Out</u>	
		<u>Tues- Thur</u>	<u>Fri - Mon</u>		<u>110a</u>	<u>30/50</u>			<u>Time</u>	<u>Late/hr^{**}</u>
<u>Up to 34 feet</u>	<u>\$30</u>	<u>\$10</u>	<u>\$15</u>	<u>\$180</u>	<u>\$5</u>	<u>\$10</u>	<u>\$10</u>	<u>\$0</u>	<u>11:00am</u>	<u>\$10</u>
<u>Over 34 feet</u>	<u>\$1/ft</u>	<u>\$0.5/ft</u>	<u>\$0.5/ft</u>	<u>\$200</u>	<u>\$5</u>	<u>\$10</u>	<u>\$10</u>	<u>\$0</u>	<u>11:00am</u>	<u>\$10</u>
<u>No Dockage</u>							<u>\$20</u>	<u>\$10</u>		

* Same Rate or Full or 1/2 Day

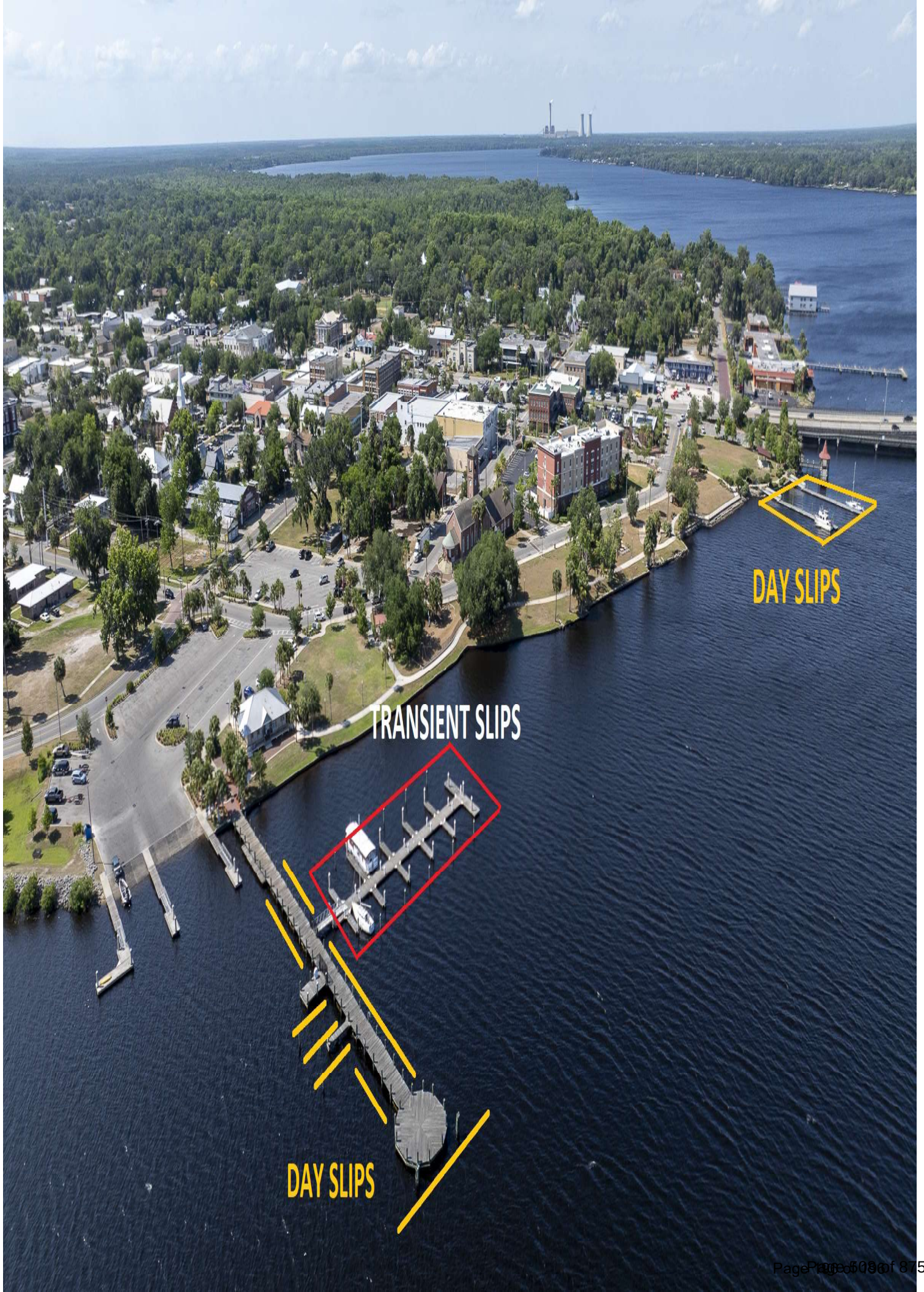
**Maximum Late Fee /day \$30 or \$1/ft > 34ft

[^] Consecutive Seven (7) Days / 1

Exceptions/Exclusions

- Flexible Rates / Group Rates
- Events hosted in City of Palatka and Riverfront Area
- Events hosted by or on POA by PBM or approved by PBM
- Allowed to be adjusted for group booking of 4 or more by Palatka Boathouse Marina (PBM) at PBM's discretion
- Special events rates to be adjusted up or down based on demand by PBM at PBM's discretion

(Ord. No. 10-31, § 7, 10-28-2010)



DAY SLIPS

TRANSIENT SLIPS

DAY SLIPS

DISCUSSION/DIRECTION Investigation of former employees

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Following the termination of City Manager, Troy Bell, the question arises shall the investigation into the practices of the former City Manager continue.
A verbal update will be provided regarding the other employee investigation.

BACKGROUND

An excerpt of the Draft Minutes of September 20th reads:

b. UPDATE/Discussion/Direction - regarding the execution of a retainer agreement with the firm Sniffen & Spellman, P.A. for investigative services
Commissioner McCaskill advised Sniffen & Spellman's fee was not to exceed \$30,000 (before the probation time was over). After the probation period, they again said the amount would not to exceed \$30,000. They will let us know in increments where they are in the process and a lot of the work has been cut down.

With the mediation process, she is asking Human Resources to provide a list of the pool of folks we selected a team builder from (and not use the one previously selected).

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

[Clerk's note: This item occurred prior to the new business item being added].

[Following item 9 above], discussion commenced regarding whether the Commission would continue the investigation into the practice into the City Manager.
The Consensus of the Commission was to defer to the next meeting.

PROJECT ANALYSIS

Staff Recommendation

Direct Staff.

ATTACHMENTS

1.	July 19 letter from Sniffen & Spellman
2.	August 14 letter from Sniffen & Spellman
3.	2024-R-153 RETENTION AGREEMENT WITH SNIFFEN & SPELLMAN, P.A. FOR THE PURPOSE OF AN EMPLOYMENT INVESTIGATION AMENDING THE FY 2023-24 BUDGET

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

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

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

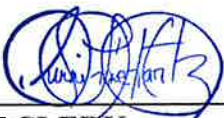
- 3). This resolution shall take effect immediately upon its adoption; and
- 4). The Mayor, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

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

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Staff would like to provide calculations for consideration regarding the pay of the Interim City Manager.

BACKGROUND

Marcia Carty is currently serving as the Interim City Manager following the termination of Troy Bell during the September 12, 2024 Commission Meeting. A calculation worksheet is being provided to demonstrate current practice, current policy, and best practices.

PROJECT ANALYSIS

Staff Recommendation

Human Resources personnel, Virginia Jones, highly recommends the City Commission to follow the existing policy that provides extra compensation for hours worked beyond regular job responsibilities. This advice is based on the time being spent fulfilling the necessary duties for both assigned positions. The table above includes calculations for an additional twenty and thirty hours for your consideration. The bi-weekly amount for additional duties being performed will be \$2,341.60.

ATTACHMENTS

1.	M. Carty ICM
----	--------------

CURRENT SALARY (FINANCE DIRECTOR)

G19 (Step 7)
\$58.54/Hourly
\$4,683.00/Bi-Weekly

CURRENT PRACTICE

Add \$1,000 per month to base pay for duration of interim assignment

BASE PAY	ADDITIONAL/Bi-Weekly	FROM	TO	
\$4,683.00	461.54	4683.00	\$5,144.54	

CURRENT POLICY (Page 16)

04.5 ADMINISTRATIVE/SUPERVISORY EMPLOYEES:

- A. Administrative/Supervisory employees are expected to perform any additional services and hours of work that may be required of them, to fulfill their job responsibilities, without overtime compensation.
- B. Administrative/Supervisory employees who are called out by another supervisor to work at a non-supervisory job (i.e., Equipment Operator) shall be paid at their normal base pay, at straight time. This shall be paid from the division's budget requesting the assistance.
- C. In the event of a disaster requiring scheduled overtime for Administrative/Supervisory personnel, the rate of compensation is to be set by the City Commission.
- D. Each Administrative/Supervisory person is subject for call-in, on any emergency, at any time, as determined by his or her department head, City Manager, or his designee.
- E. When an Administrative/Supervisory person is required to work on a project, and the cost of the project is billed to a third party, the Administrative/Supervisory personnel shall be compensated at the same rate as any other City personnel on the project, as the City does not make money from overtime work.

BASE PAY	ADDITIONAL HOURS	HOURLY RATE	ADDITIONAL/Bi-Weekly	FROM	TO
\$4,683.00	20	\$58.54	\$1,170.80	\$4,683.00	\$5,853.80
\$4,683.00	30	\$58.54	\$1,756.20	\$4,683.00	\$6,439.20

BEST PRACTICES

An increase to base salary for the duration of the interim assignment. For example, if the employee's new role is at the same salary level and involves substantial additional work, an employer may offer supplemental pay of 5%-15%, depending on the nature and amount of the additional work. The amount of supplemental pay may be based on whether the employee functions in both his or her current position as well as the vacated position, or only in the vacated position.

An increase to base salary to reflect a higher-level position. If the interim role is at a higher level, the employer may pay the employee a salary appropriate to that level position for the duration of the assignment.

CITY MANAGER (G23)

BASE PAY	ADDITONAL/Bi-Weekly		FROM	TO
\$4,704.00	\$21.00		\$4683.00	\$4,704.00
\$5,061.00	\$378.00		\$4,683.00	\$5,061.00
\$5,418.00	735.00		\$4,683.00	\$5,418.00

RECOMMENDATION:

As Human Resources, I highly recommend the City Commission to follow the existing policy that provides extra compensation for hours worked beyond regular job responsibilities. This advice is based on the time being spent fulfilling the necessary duties for both assigned positions. The table above includes calculations for an additional twenty and thirty hours for your consideration.

RESOLUTION NO. 2024-R-195

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
SETTING THE SALARY OF MARCIA G. CARTY WHILE
INTERIM CITY MANAGER OF THE CITY OF PALATKA;
AND PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, City Manager Darryl L. Bell was terminated effective September 12, 2024; and

WHEREAS, the City Commission appointed Marcia G. Carty, Finance Director, to serve as Interim City Manager on September 12, 2024; and

WHEREAS, Ms. Carty is willing to serve as the Interim City Manager until the selection of a permanent City Manager by the City Commission; and

WHEREAS, pursuant to Article III, Section 36 of the Palatka City Charter, the Palatka City Commission, by a majority vote, shall appoint a city manager for an indefinite term; and

WHEREAS, the Commission desires to appoint Ms. Carty to serve as Interim City Manager of the City of Palatka, Florida, until such time that a permanent city manager is hired, as provided for in Article III, Section 36 of the City Charter of the City of Palatka; and

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

1. Marcia G. Carty is hereby appointed as Interim City Manager of the City of Palatka until the selection of a new City Manager;
2. Ms. Carty’s current salary is increased by \$2,341.60 per month during the time she serves as Interim City Manager in addition to her responsibility as the City’s Finance Director backdated and commencing September 12, 2024 (the date Ms. Carty was appointed Interim City Manager); and
3. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which of not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED this 26th day of September, 2024, by the City Commission of the City of Palatka, Florida.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Staff Report

Meeting Date: September 26,

Case#: PB 24-10
Address: 00 (Unassigned) McLaury Drive
Parcel ID: 10-10-26-0000-0130-0010;
10-10-26-0000-0200-0060
Applicant: Roberts Land and Timber Company

A. Application Summary

Project: PB24-10 McLaury Dr.
Request: This is a multiple request for two combined parcels A and B totaling 31 acres +/- to: a) annex Parcel A into the City of Palatka; b) amend the future Land Use Map (FLUM) from Putnam County Urban Service (US) to City of Palatka Residential Medium Density (RM) for Parcel A; and c) to rezone Parcel A from Putnam County residential 1 (R-1) to the City of Palatka Planned Unit Development (PUD) and Parcel B from Multifamily Residential (R-3) and Neighborhood Commercial (C-1A) to Planned Unit Development. The intent of the request is to connect to City's Water and Sewer services and develop the property with residential land use.

Parcel:	10-10-26-0000-0130-0010
Project Manager:	Lorenzo Aghemo, Planning Director
Owner:	Roberts Land & Timber
Agent:	Shalene Estes, Forestar (USA) Real Estate Group, Inc.

I. Background

This is a multiple application involving two adjoining parcels of land: Parcel A fronting McLaury Drive totaling approximately 24.33 acres and, Parcel B located at 6201 Saint John's Avenue with a dimension of just over 6 acres totaling 31+/- acres combined.

Parcel A is in unincorporated Putnam County within an existing enclave. The parcel is currently vacant and according to the applicant it is being used for silvicultural purposes. The applicant is seeking approval to annex into the City to obtain water and sewage services provided by the City. The applicant is also requesting approval to a Future Land Use Map amendment from **Putnam County Urban Service (US)** to the **City's Residential Medium Density (RM)** and a rezoning from **Putnam County Residential 1 (R-1)** to the **City's Planned Unit Development (PUD)** ;

Parcel B is within the limits of the City of Palatka fronting Saint John's Avenue. The parcel is currently vacant, and the applicant is also seeking a rezoning from the current **Multifamily Residential (R-3) and Neighborhood Commercial (C-1A) to Planned Unit Development**.

The purpose of the application for both combined parcels is to ultimately develop a multifamily residential community. The combined property is surrounded by a mix of land uses and is adjacent to the HCA Putnam Florida Hospital immediately to the south-east as well as other medical related uses; the combined parcels also abut existing residential communities and commercial uses.

The applicant intends to develop the combined parcels with up to 248 townhome dwelling units at a maximum density of eight (8) units per gross acre. The applicant has obtained approval from Putnam County for the vacation of McLaury Drive right of way that runs within the parcel. The City of Palatka did not raise any objection to the vacation of ROW, since adequate easements will grant proper access to two adjoining properties.

Figure 1: A satellite ariel view of the proposed annexation.



II. Analysis

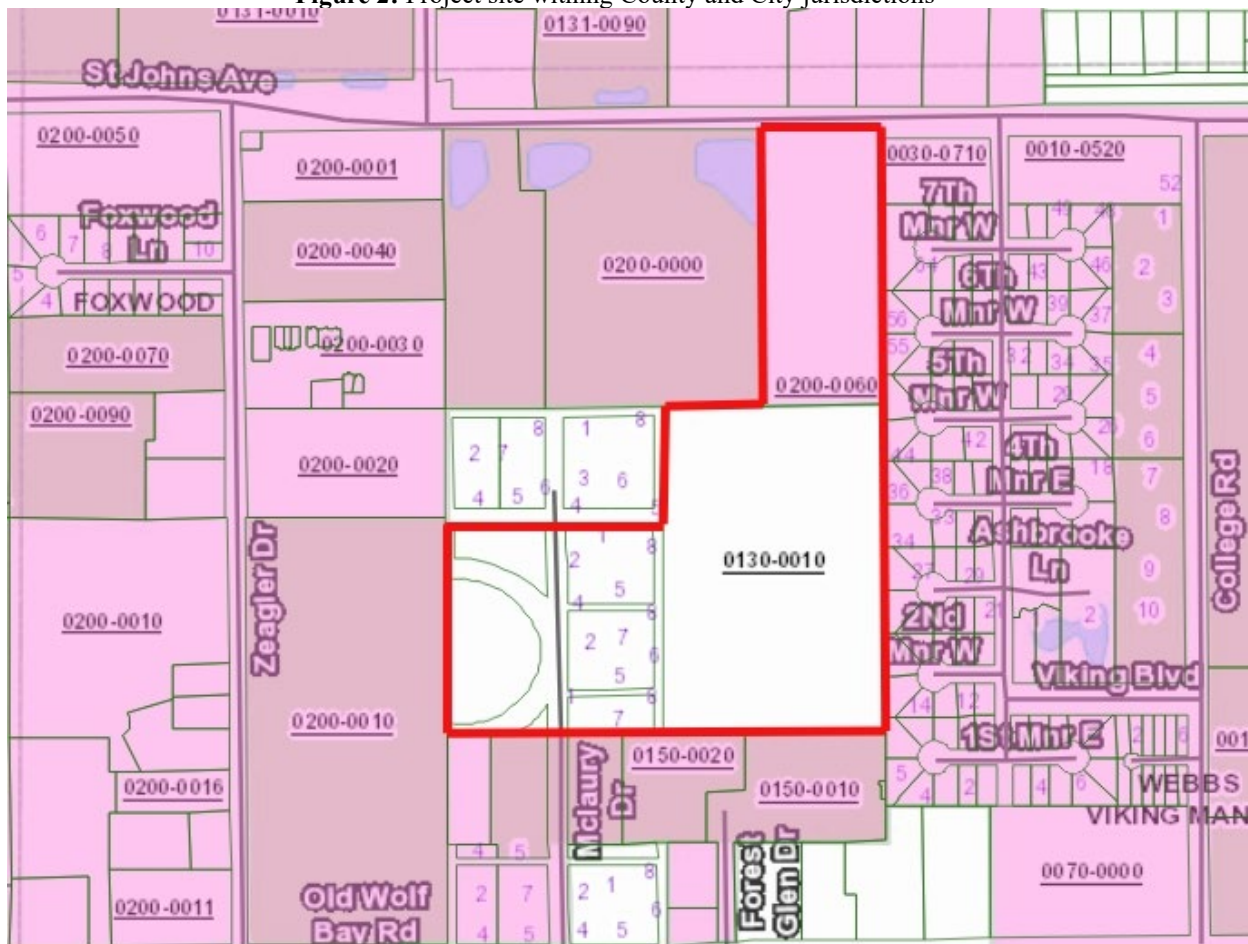
a) Annexation, Parcel A

Florida Statutes 171.044 references voluntary annexation standards and mandates that a property proposed for annexation must pass two tests: first, the property must be contiguous to the annexing municipality and, second that the property must also be “reasonably compact.”

Contiguous: F.S. 171.031 provides a definition for contiguous and mandates that the boundaries the property must be coterminous with a part of the municipality's boundary.

Compactness: the Statutes also provides for a definition of compactness that requires an annexation to be for properties in a single area and precludes any action that would create or increase enclaves, pockets, or finger areas in serpentine patterns.

Figure 2: Project site withing County and City jurisdictions



The subject parcel is surrounded by the City of Palatka boundaries and therefore, is an existing enclave. The proposed annexation of this property into the City of Palatka will reduce the size of the enclave. This is consistent with and furthers the State of Florida policy of eliminating enclaves in Florida. This annexation will facilitate the efficient provision of public services including emergency response and police.

Connection to Water and Sewer: water and sewer services are available to the subject parcel and the applicant intends to connect to city water and sewer systems. There is adequate capacity to serve the parcel and its intended residential development.

Comprehensive Plan Public Facilities Element, Policy D.1.2.1; This policy requires the City of Palatka to establish a coordination with Putnam County to address future

development plans adjacent to City borders and to discuss ways for the City to support development beyond their borders with water and sewer services. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for areas outside the City limits, is conditioned upon annexation only when those properties become contiguous. Annexation of contiguous property receiving water or sewer service shall not be required if provision of service to a property, in substantive terms, improves the efficiency of the collection system, supports the system through additional service and user fees, achieves environmental protection, and promotes economic development and does not promote urban sprawl: **the proposed annexation is consistent and is in compliance with Policy D.1.2.1.5**

b) Future Land Use Map Amendment, Parcels A

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 resource on site: **the requested future land use designation of Residential Medium Density (RM) is only for Parcel A, (ID 10-10-26-0000-0130-0010) and suitable for the proposed residential development. Staff is not aware of any soil or topography conditions that would hinder the future development of the site in accordance with all applicable regulations. There are not known natural or historic resources on the parcel.**

Demonstrate that the amendment does not further urban sprawl: **the amendment to the future land use of this parcel would not contribute to urban sprawl as the property is within already developed area with existing urban services. The development pattern is that of a several different uses, including medical related services as well as residential and commercial uses. The proposed residential development will be in the form of a planned unit development thus ensuring that it will not establish radial or strip development pattern. The proposed residential project in fact constitutes infill development.**

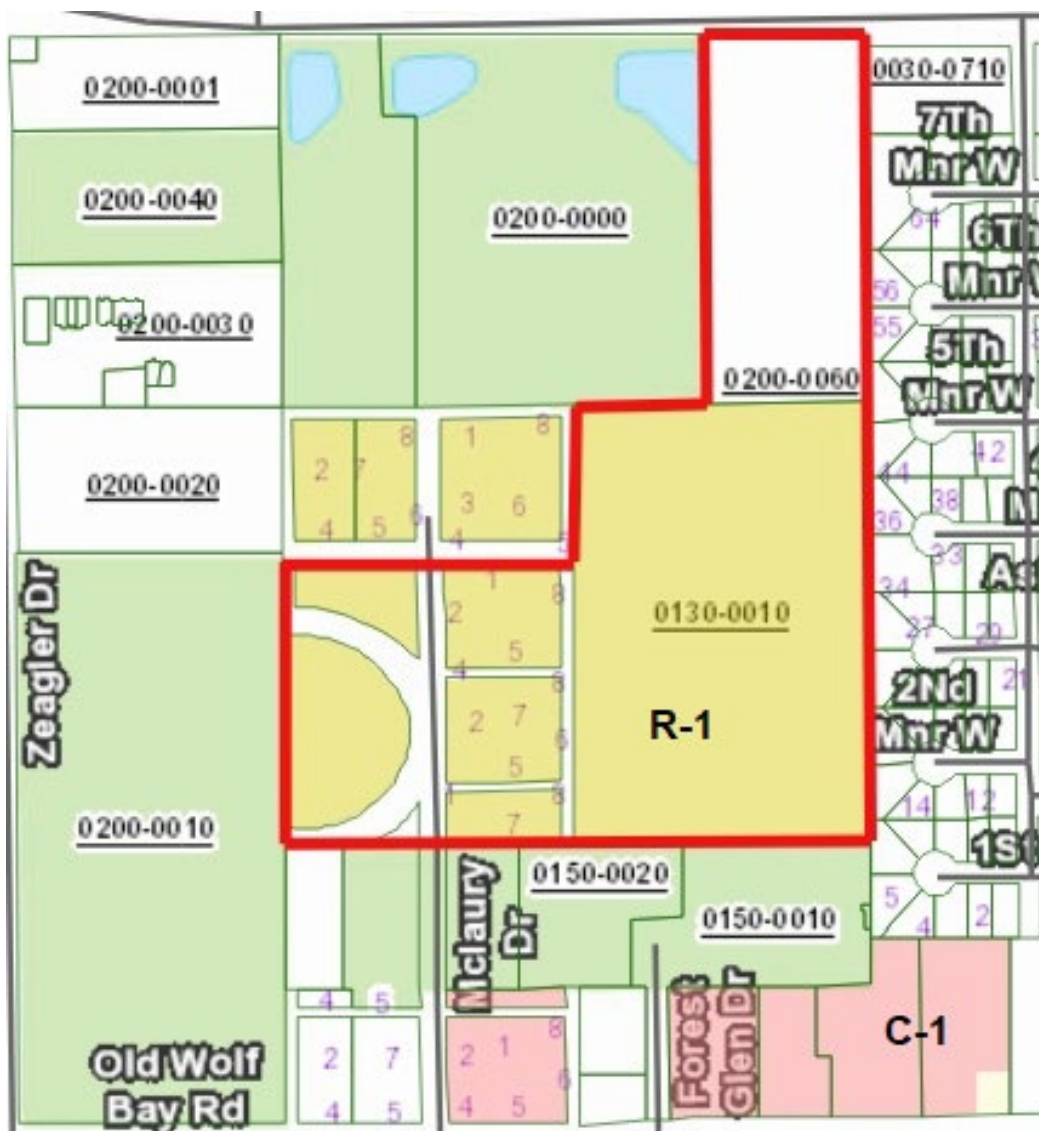
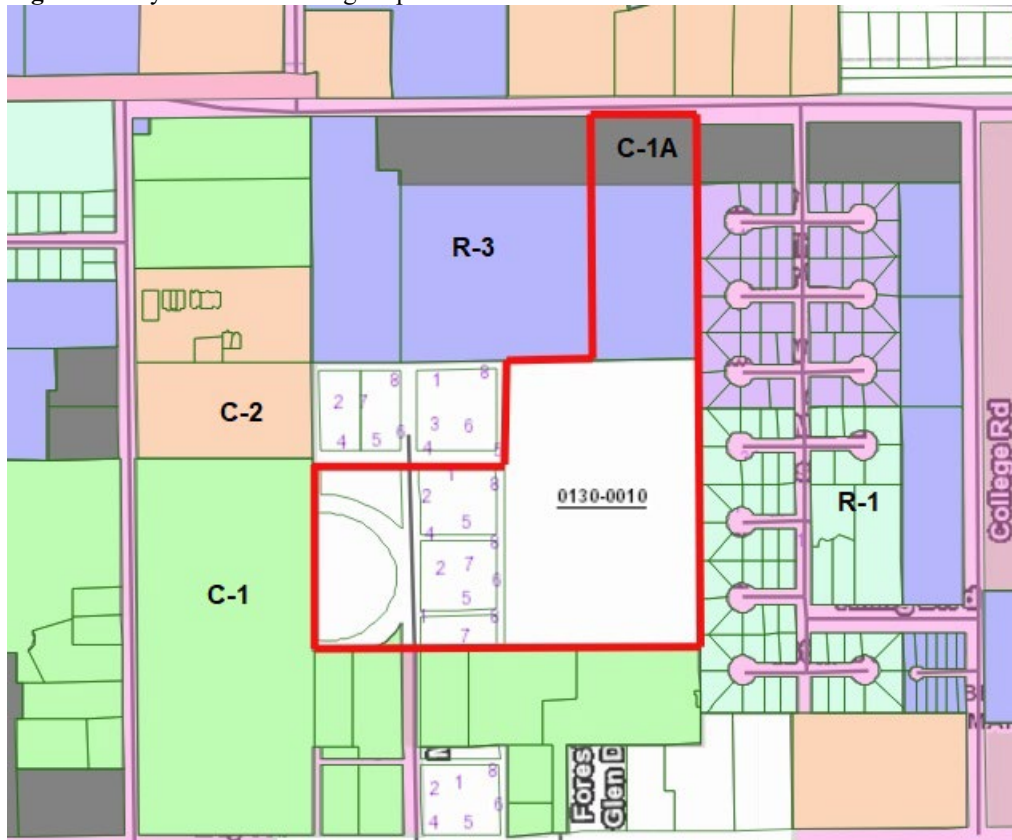


Figure 3: Putnam County existing zoning map.

Zoning Analysis, Parcels A and B

Figure 4: City of Palatka zoning map



Section 94-38 (f) (1) requires that the report and recommendations of the Planning Board to the City Commission shall show that the Planning Board has studied and considered the proposed change in relation to the following, where applicable:

1. Whether the proposed change is in conformity with the Comprehensive Plan: **the proposed rezoning is in conformance with the Comprehensive Plan as amended;**
2. The existing land use pattern: **the existing land use pattern is that of a suburban area with a mix of residential, commercial and medical related land uses. The proposed rezoning is consistent with the established land use pattern in the immediate area;**
3. Possible creation of an isolated district unrelated to adjacent and nearby districts: **the propose rezoning will not create an isolated district as the parcel is within a developed area with urban services, and the proposed development will be infill development in nature;**
4. The population density pattern and possible increase or overtaking of the load on public facilities such as schools, utilities, streets, etc.: **the proposed rezoning and future**

development of the site would not change population density pattern or risk overtaxing public facilities as there is sufficient capacity to serve the intended residential development. The expected population growth due to the development of 248 townhome dwelling units would not place and undue strain on the school system;

5. Whether existing district boundaries are illogical drawn in relation to existing conditions on the property proposed for change: **existing zoning districts boundaries are not illogical established and is consistent with the existing conditions on the property, and the development of the site would be considered as an infill development;**
6. Whether the propose change will constitute a grant of special privilege to an individual owner as contrasted with public welfare: **the proposed rezoning will not confer the property owner any special privilege not available to other property owners;**
7. Whether there are substantial reasons why the property cannot be used in accord with existing zoning: **the Parcel A is currently within the boundaries of unincorporated Putnam County and could be developed according to the County's zoning regulations, however the parcel will need to be connected to City's water and sewer systems. Once annexed into the City, the proposed residential development will be developed in accordance with the existing PUD regulations. Parcel B is currently zoned R-3 and C-1A, and could be developed with residential and commercial land uses, however the combination of the two parcels into a singular development makes it necessary for both parcels to be under the same zoning district;**
8. Whether the change suggested is out of scale with the needs of the neighborhood or the city: **the proposed rezoning is not out of scale, and supply of diverse housing options is a recognized goal of the City. The proximity of the Putnam County hospital and related medical facilities, the proposed residential development will complement the housing needs and will be consistent with the community character and needs of the neighborhood.**
9. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use: **the Parcel A is currently in unincorporated Putnam County and the applicant is seeking to annex into the City of Palatka (please see c.8 above); and,**
10. 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: **the subject parcel is not within an historic district.**

STAFF RECOMMENDATION

The applicant is requesting the rezoning of both parcels to Planned Unit Development. According to the Palatka Zoning Code, Section 94-157 the PUD district is an overlay district which can be applied to any underlying land use. Section 94-233 *states that the maximum density of a planned unit development shall not exceed that allowed in the district within which the planned unit development is approved.* Therefore, an underlying zoning designation is required to be in place in order to adopt the PUD overlay district for the purpose of determining the allowable density. The applicant request for Parcel A, which is currently in unincorporated Putnam County, is to rezone to the City's PUD after annexation. However, an underlying zoning designation is needed first. For Parcel B which is within the boundaries of the city, the applicant is requesting a rezoning from R-3 and C-1A to the PUD.

Therefore, a zoning designation of Multifamily Residential for both parcels is necessary in order to apply the Planned Unit Development Overlay and to obtain the desired density of eight (8) units per gross acre.

Based upon the analysis and the conclusions contained in this report, staff recommends the City Commission to adopt Ordinance 2024-11, Ordinance 2024-13, and Ordinance 2024-14 **APPROVING** the following items:

1. **Annexation of Parcel A 10-10-26-0000-0130-0010 into the City of Palatka Municipal boundaries.**
2. **Amendment the Future Land Use Map for Parcel A 10-10-26-0000-0130 from Putnam County Urban Service (US) to the City of Palatka Residential Medium Density (RM).**
3. **Rezoning of Parcel A 10-10-26-0000-0130 from Putnam County Residential 1 (R-1) to the City of Palatka Multifamily Residential (R-3) with a Planned Unit Development Overlay.**
4. **Rezoning of Parcel B 10-10-26-0000-0200-0060 from the Neighborhood Commercial (C-1A) section to Multifamily Residential (R-3) with a Planned Unit Development Overlay for the entire parcel.**

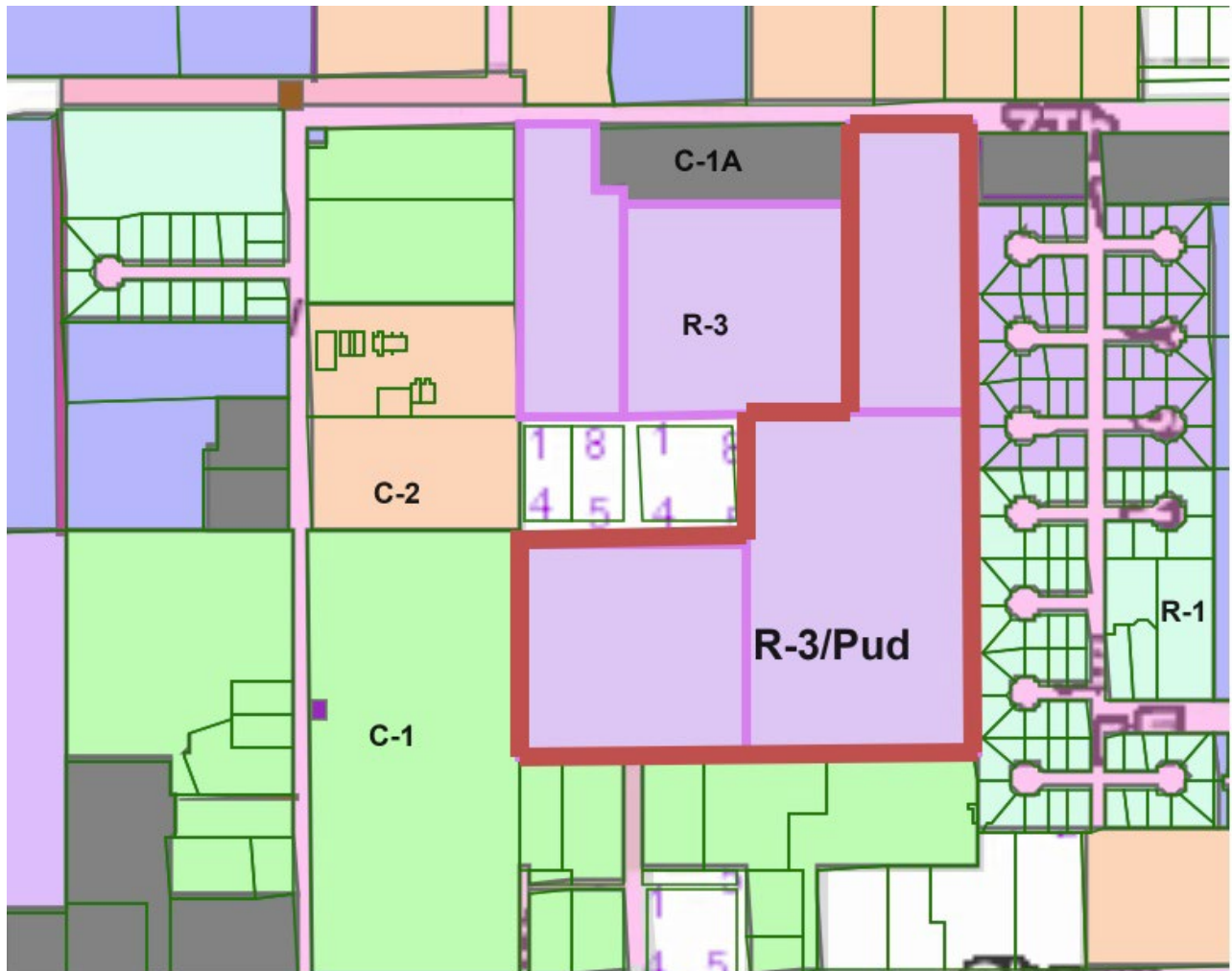


Figure 5: Staff recommended zoning map.

###

ORDINANCE 2024-13 amending the official zoning map 6201 St. Johns Ave. parcel: 10-10-26-0000-0060, from Commercial Neighborhood (C-1) to Residential Multifamily (R-3) (first hearing)

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	ordinance 2024-13
----	-------------------

ORDINANCE NO. 2024-13

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

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the Planning Director, authorized to be signed by the freehold owner of the property sought to be annexed, to wit: Roberts Land 7 Timber Company, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on August 6, 2024, and two public hearings before the City Commission of the City of Palatka on September 26, 2024, and October 10, 2024, and

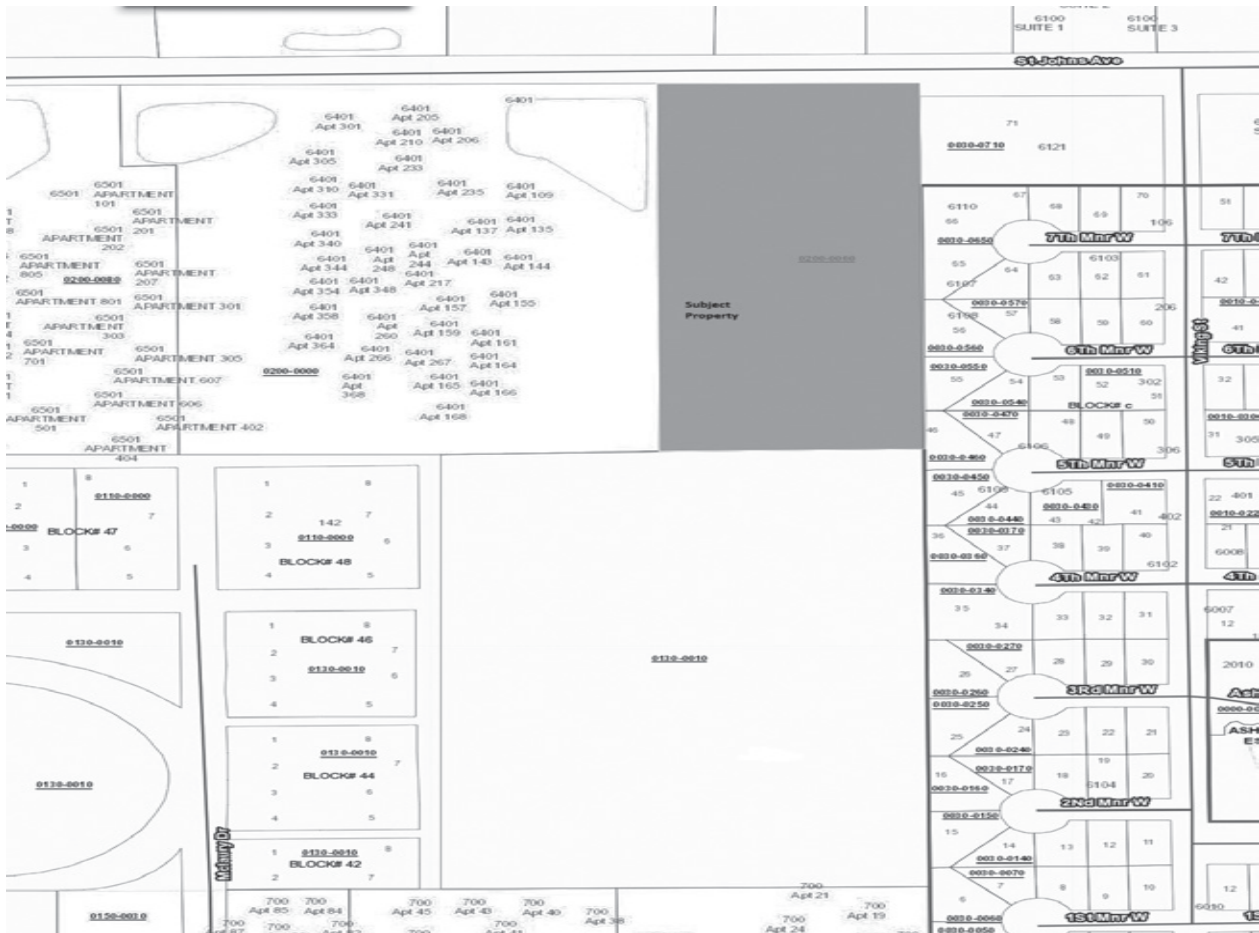
WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted, and

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 Commercial Neighborhood (C-1A) to City of Palatka Multi-family Residential (R-3) with a Planned Unit Development Overlay said lands being described as follows:

DESCRIPTION OF PROPERTY PT OF NE1/4 OF NW1/4 OR495, P1277 OR546 P686

Putnam County Property Appraiser's Parcel No.: 10-10-26-0000-0130-0060



Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3: This Ordinance shall become effective immediately upon its final passage by the City Commission.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

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 26th day of September 2024.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 10th day of October 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. 2024-11

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

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, authorized to be signed by the freehold owner of the property sought to be annexed, to wit: Roberts Land & Timber Company, and

WHEREAS, Chapter 171.044, Florida Statutes, permits the voluntary annexation of unincorporated areas lying adjacent and contiguous to the boundaries of the City of Palatka, and

WHEREAS, the City Planning Board conducted a public hearing on August 6, 2024, and recommended approval of this annexation to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted public hearings on September 26, 2024 , and October 10, 2024, and

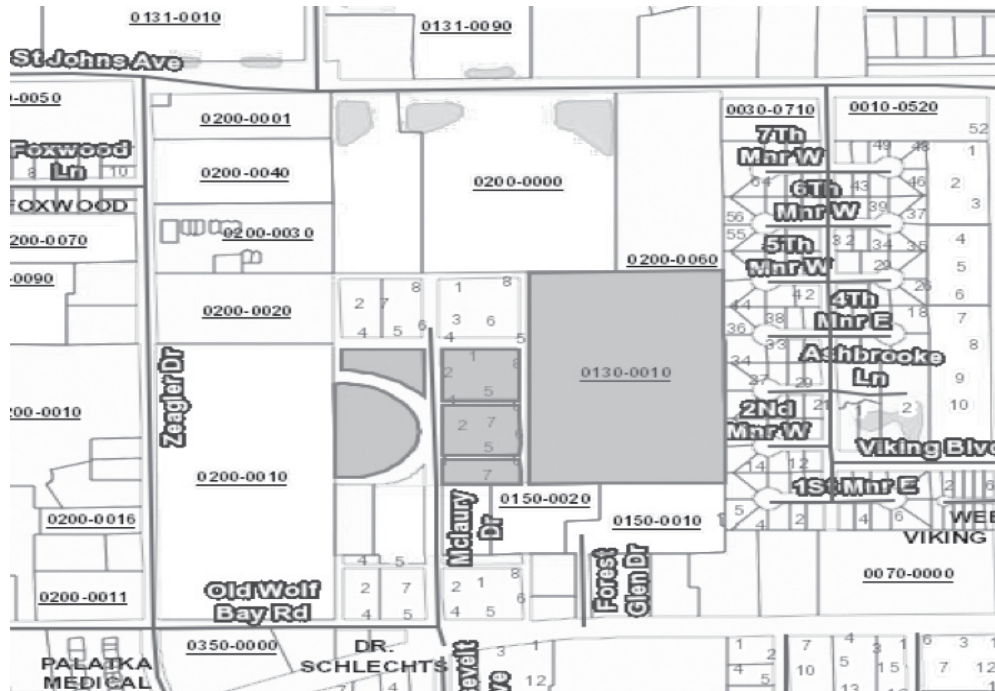
WHEREAS, the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka;

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1. That the following described unincorporated lands lying adjacent and contiguous to the boundaries of the City of Palatka, Florida shall henceforth be deemed and held to be within the corporate limits of the City of Palatka, Florida said lands being described as follows:

DESCRIPTION OF PROPERTY PT OF E1/2 OF NW1/4 BK6 P269, (A PORTION BEING PART OF, MCLAURYS S/D SUBJECT TO, \$STREETS THEREIN)

Putnam County Property Appraiser's Parcel No.: 10-10-26-0000-0130-0010



Section 2. The property hereby annexed shall remain subject to the Putnam County Comprehensive Plan and Zoning Laws until changed by the City of Palatka.

Section 3: That a copy of this ordinance shall be sent to the Municipal Code Corporation for inclusion in the City’s Charter.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

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 on first reading by the City Commission of the City of Palatka, Florida, on the 26th day of September 2024.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 10th day of October 2024.

CITY OF PALATKA

BY: _____
2 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. 2024-14

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

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the Planning Director, authorized to be signed by the freehold owner of the property sought to be annexed, to wit: Roberts Land 7 Timber Company, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on August 6, 2024, and two public hearings before the City Commission of the City of Palatka on September 26, 2024, and October 10, 2024, and

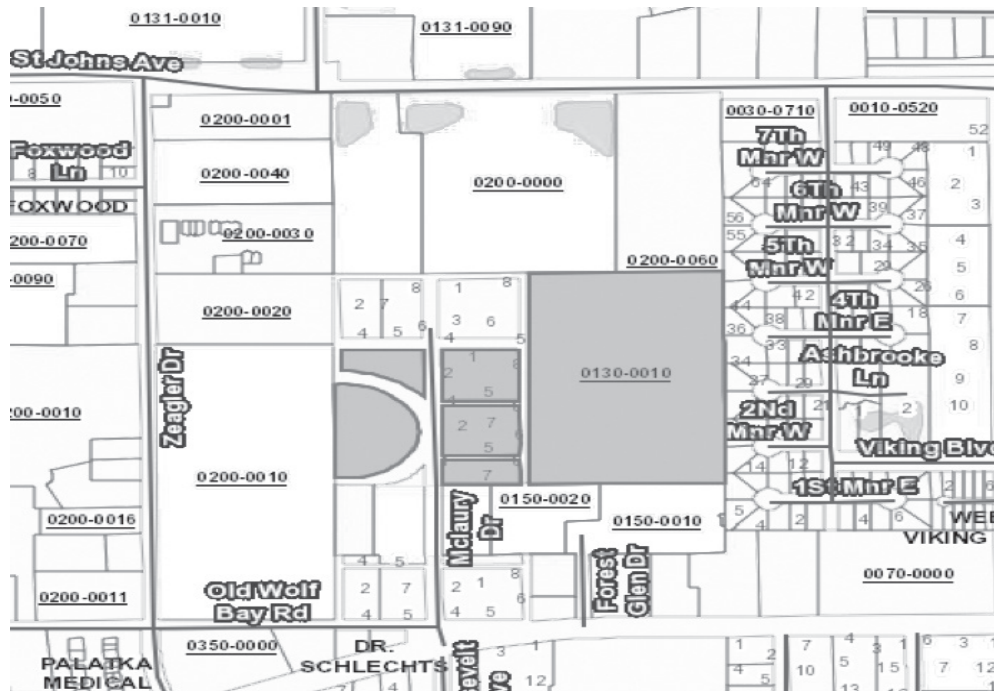
WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted, and

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 Putnam County Single Family Residential (R-1) to City of Palatka Multi-family Residential (R-3) with a Planned Unit Development Overlay said lands being described as follows:

DESCRIPTION OF PROPERTY PT OF E1/2 OF NW1/4 BK6 P269, (A PORTION BEING PART OF, MCLAURYS S/D SUBJECT TO, STREETS THEREIN)

Putnam County Property Appraiser's Parcel No.: 10-10-26-0000-0130-0010:



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 2024-14 becomes effective as provided therein.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 5. This ordinance is exempt from provisions of the statute, Chapter 2023-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 26th day of September 2024.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 10th day of October 2024.

CITY OF PALATKA

BY: _____
Its Mayor

2

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

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

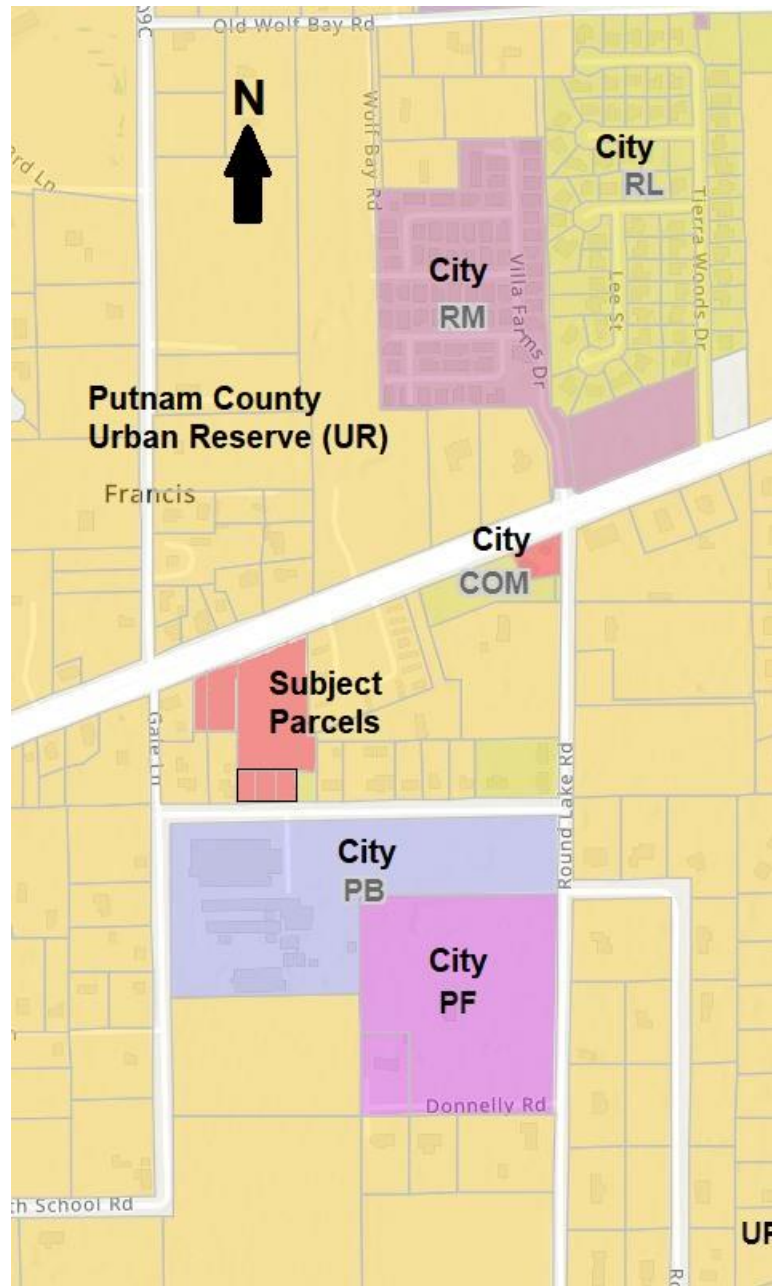


Figure 1. Existing Future Land Use

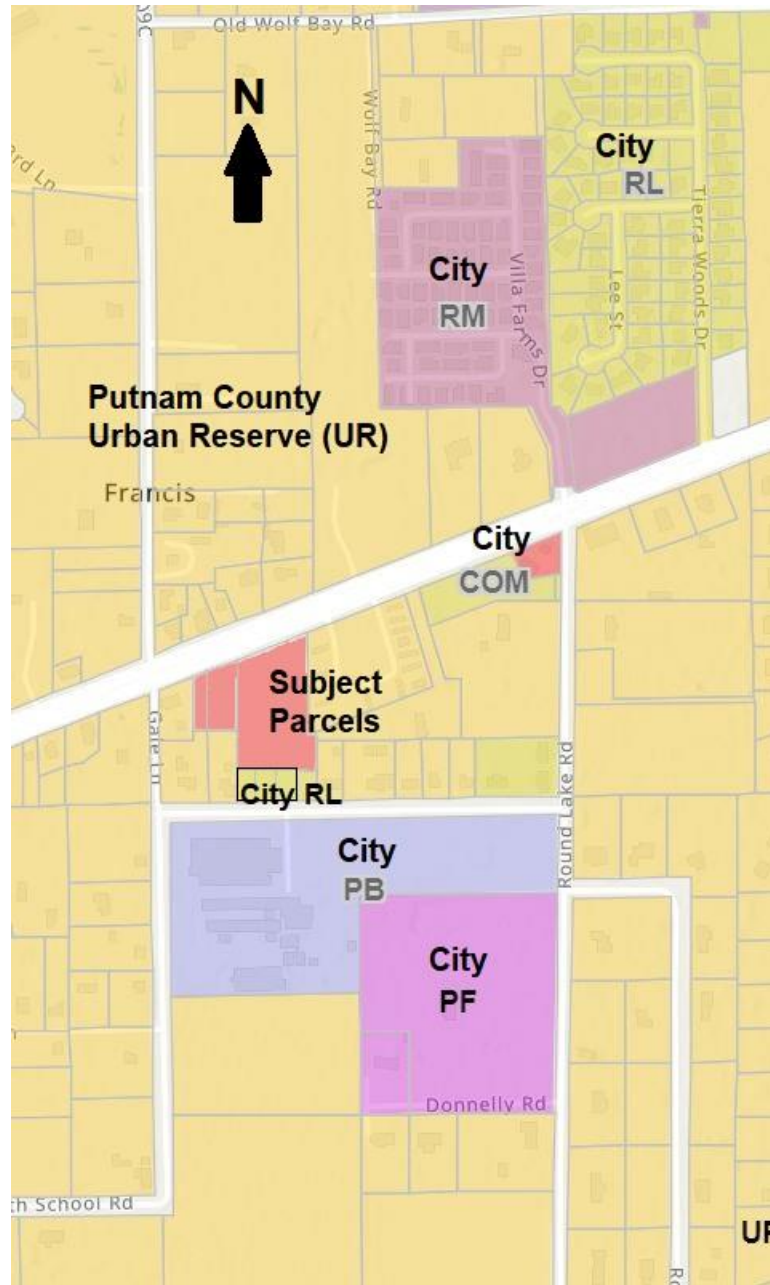


Figure 2. Proposed Future Land Use

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

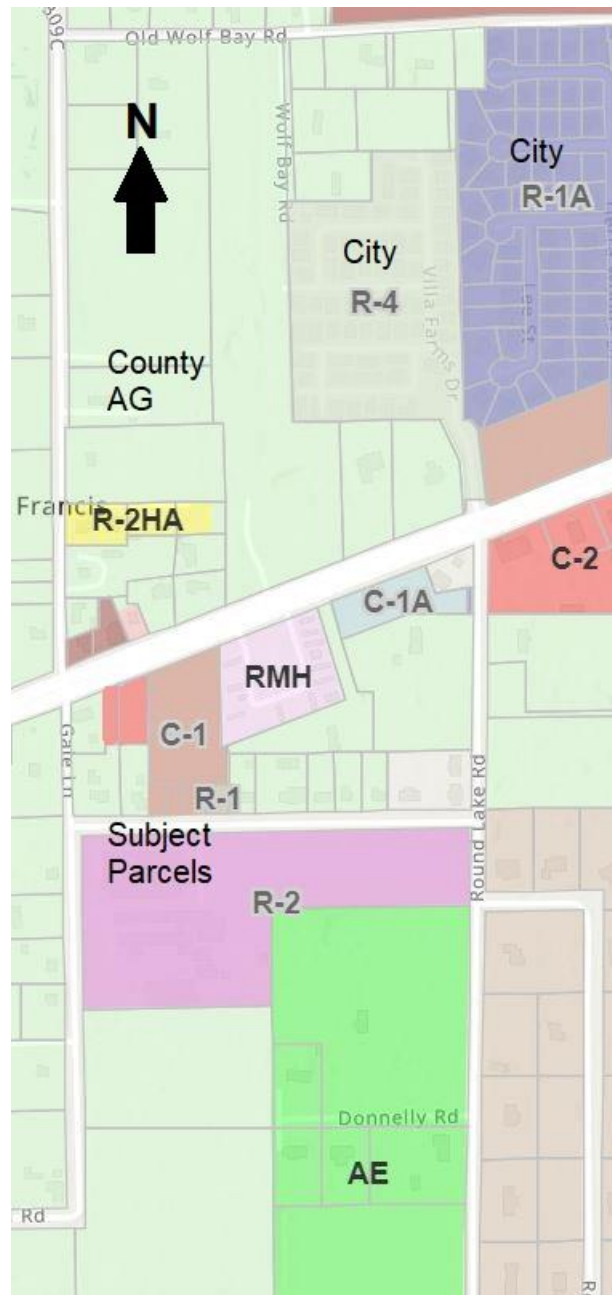


Figure 3. Existing Zoning

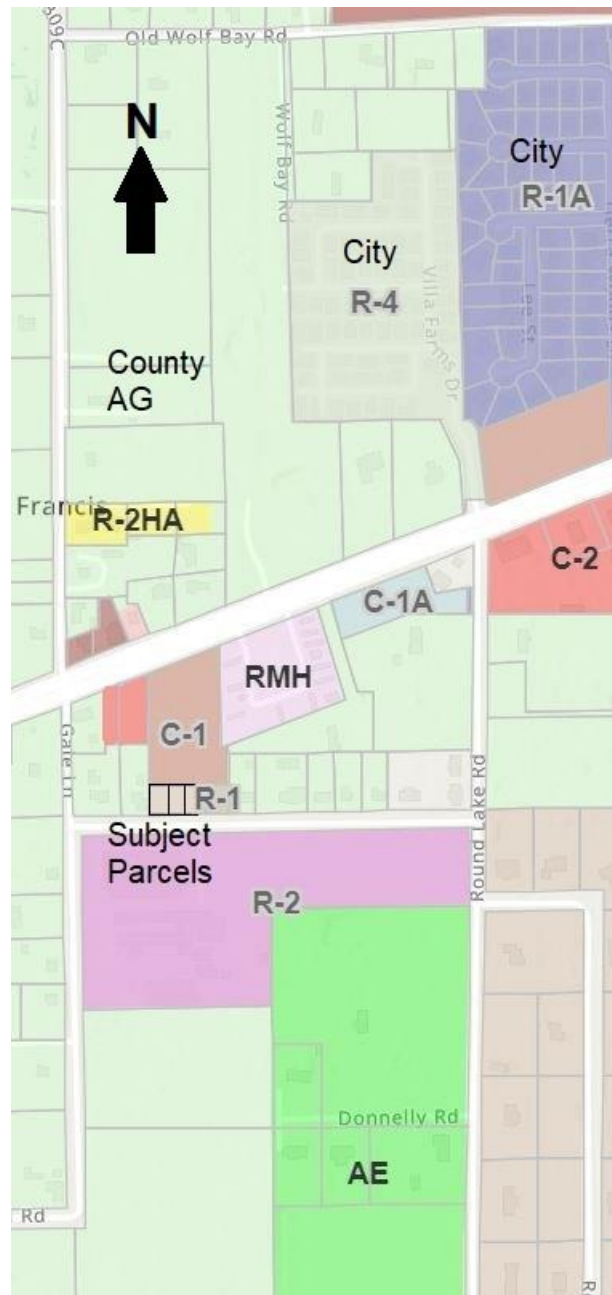


Figure 4. Proposed Zoning

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.

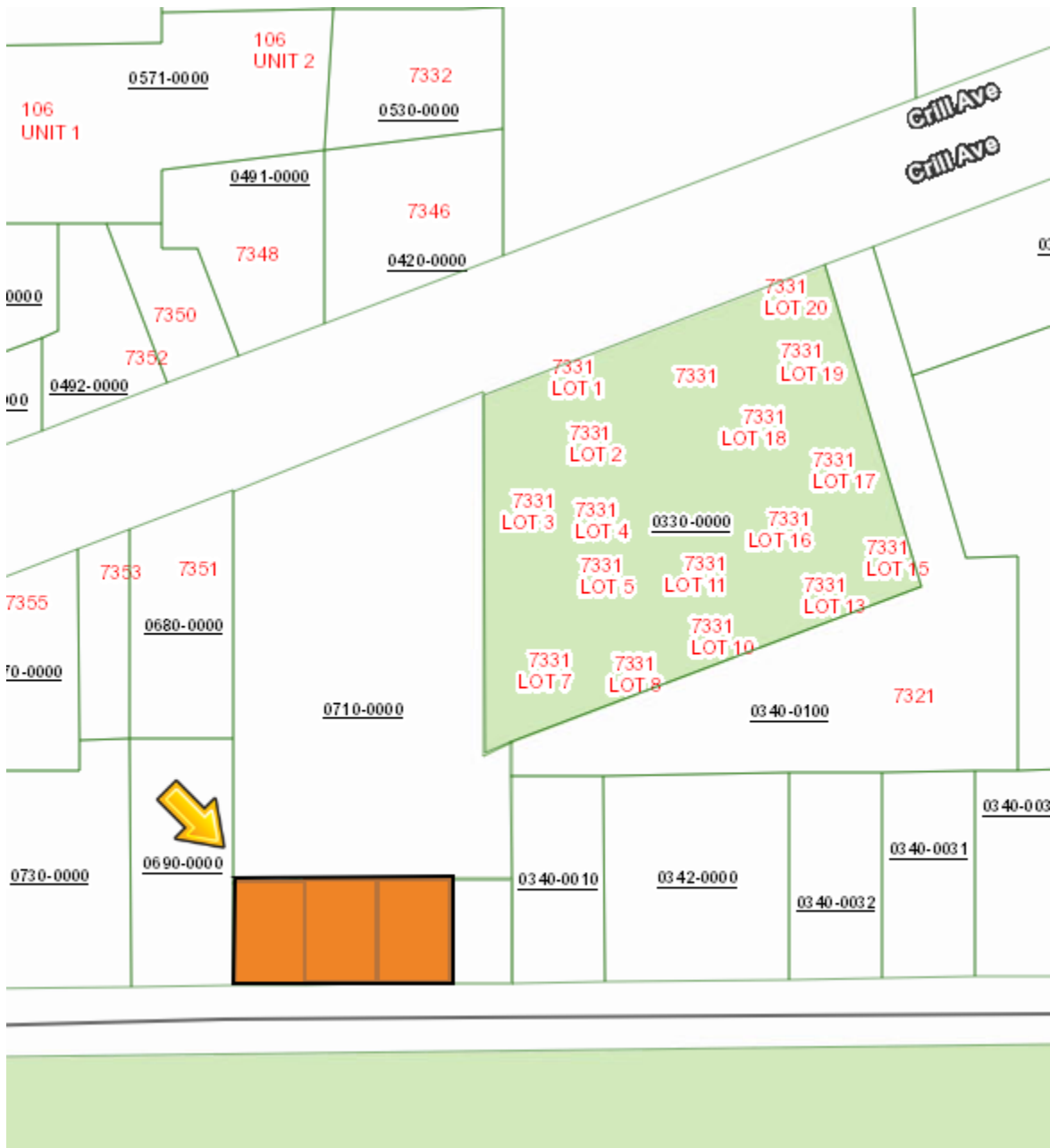


Figure 1: map showing location of subject properties

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.

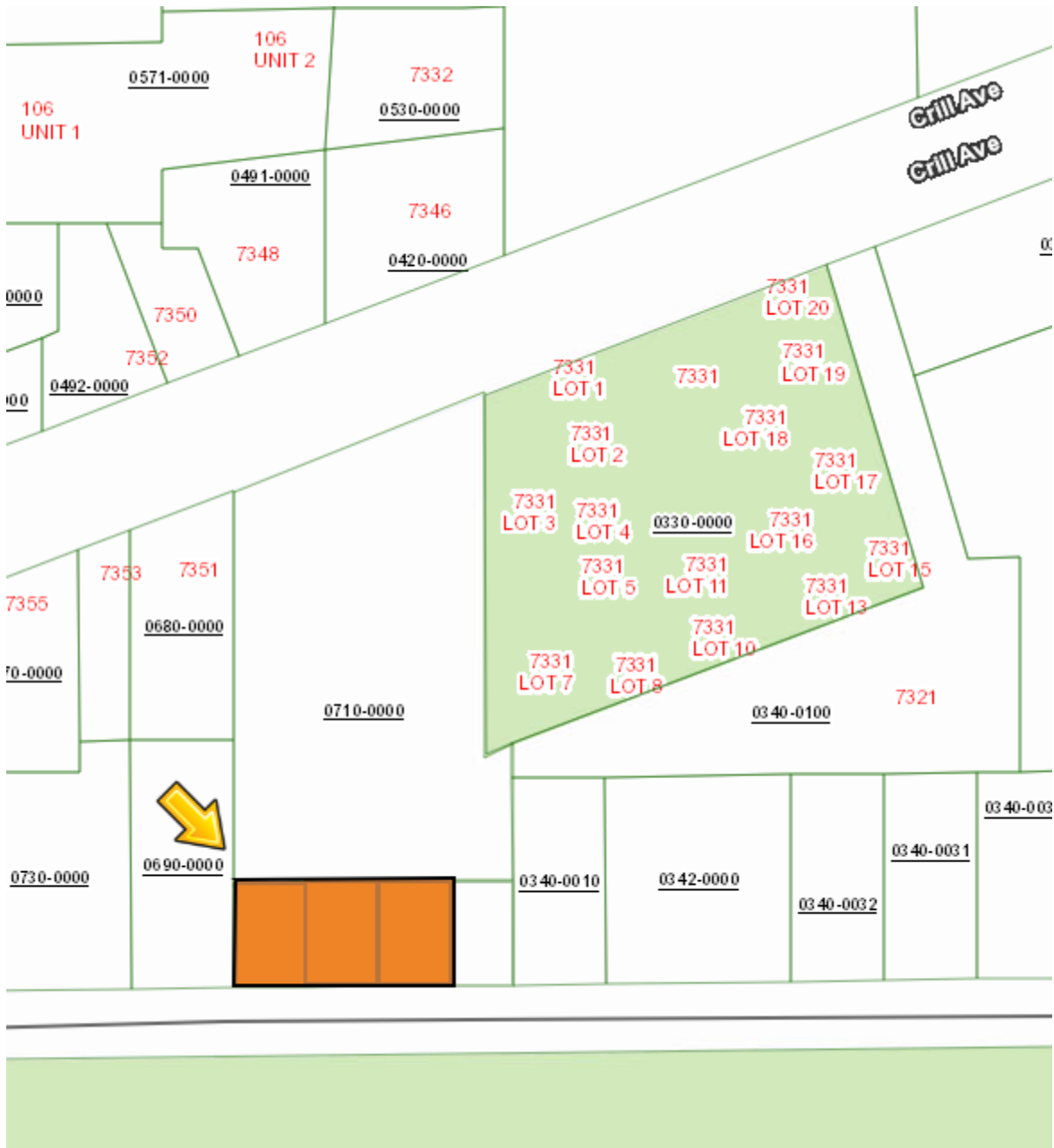


Figure 1: map showing location of subject properties

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 2023-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 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

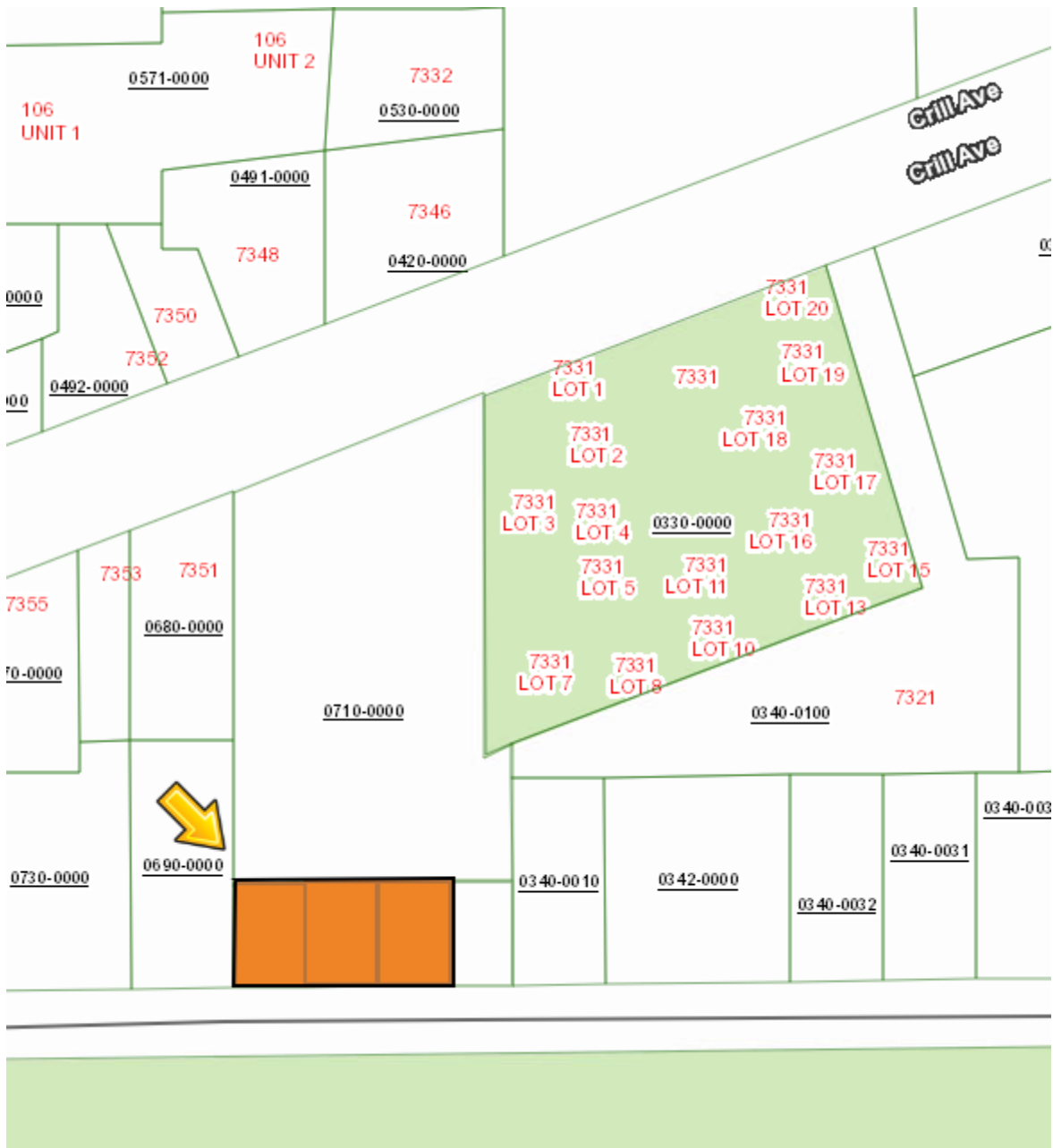
NOTICE is hereby given the Palatka City Commission will hold public hearings to consider the enactment of the following Ordinances at City Hall 201 N. 2nd St., Palatka, FL 32177

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.

ADOPT 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) (second reading)

STAFF REPORT

DATE: September 26, 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 or 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 Review200.00
- (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)

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Attached is presented the City of Palatka's Fiscal Year 2024-2025 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. The first of two readings of the budget then occurred on September 12, 2024

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 budget in the amount of \$75,985,566, which is based upon the proposed millage rate of 6.4000.

ATTACHMENTS

1.	Final Budget Script
2.	2024 Certified 07-31-24 DR 420 forms
3.	2024-2025 BUDGET highlights 09-06-24
4.	City of Palatka Org chart 09052024_h

CITY OF PALATKA COMMISSION PUBLIC HEARING SCRIPT
SEPTEMBER 26, 2024,
SECOND PUBLIC HEARING 6:00 PM
ADOPTING THE FISCAL YEAR 2024-25 MILLAGE AND BUDGET

I. Introduction to Public Hearing for City of Palatka Fiscal Year 2024-25 Final Millage and Budget

MAYOR:

The Palatka City Commission convenes the FINAL Public Hearing on the City of Palatka Fiscal Year 2024-25 Millage Rates and Final 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 Value Adjustment Board needed to have been filed by 5:00 PM Thursday, September 10, 2024, as 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 final 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 Final County Budget

A. Explanation of the County's Proposed and Rolled Back Millage Rates

FINANCE DIRECTOR:

Mayor and Commission, 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, 2024.

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 the final budget hearing, and final adoption of the millage rates and budgets will be considered tonight.

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 Final Budget and Adjustments made to that Budget.

FINANCE DIRECTOR:

Mayor and Commission, the total Final 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 Final Millage Rates and Final Budget

MAYOR:

I would now like to invite citizens to comment on the fiscal year 2024-25 proposed millage rates and final 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 Final Millage Rate and Final Budget

V.

A. Adjustments by Motion to the City of Palatka Fiscal Year 2024-25 Final Budget

FINANCE DIRECTOR:

Mayor and Commission, the budget document before you, the "FY25 Final Budget", includes appropriations described earlier. Any additional adjustments to this budget can be made by motion at this time.

MAYOR:

Commission: any adjustments to be made to the budget document must be made by Motion now.

(If there are any adjustments they should be made and approved by motion at this time)
If there are NO adjustments, no motion need be made.

B. Adoption of Resolution Establishing Fiscal Year 2024-25 Proposed City of Palatka Millage Rate

FINANCE DIRECTOR:

Mayor and Commission, Florida Statutes require the Commission to adopt the millage rates prior to adopting the related budget. As such, before you is Resolution Number 2024-R-190. This resolution includes the total General Fund millage rate for FY25 is 6.4000 which is unchanged from FY24.

Clerk:

Read Resolution 2024-R-190 caption/title.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, PUTNAM COUNTY, FLORIDA, ADOPTING THE FINAL 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-190 adopting the final 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 Final Budget

FINANCE DIRECTOR:

Mayor and Commission, subsequent to the Commission adopting the FY25 millage rate, you must then adopt the corresponding "FY25 Final Budget". Before you is Resolution Number 2024-R-192 which

will adopt the final budget for the fiscal year ending September 30, 2025, pursuant to the provisions of Chapter 200, Florida Statutes.

Clerk:

Read Resolution 2024-R-192 caption/title.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA ADOPTING THE FINAL 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-192 adopting the final budget for the fiscal year ending September 30, 2025.

(REMEMBER: Second, discussion, public comment on the motion, vote)

VI. 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 Final TRIM Public Hearing.



Reset Form

Print Form

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)	
First public budget hearing		Date : 9/12/2024	Time : 6:00 PM EST	Place : 201 N 2nd Street Palatka 32177	
S I G N H E R E	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 : Electronically Certified by Principal Taxing Authority			Date : 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

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 : Troy Bell - City Manager		Contact Name and Contact Title : Marcia Carty - Finance Director	
	Mailing Address : 201 North Second Street, City, State, Zip : Palatka Florida 32177		Physical Address : 201 North Second Street, Palatka Florida 32177 Phone Number : (386) 329-0100, ext. 212 Fax Number : (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>		<u><u>100.0%</u></u>	<u><u>37.8%</u></u>	<u><u>21.3%</u></u>	<u><u>25.2%</u></u>	<u><u>15.6%</u></u>

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	<u>(\$4,730,083)</u>	<u>(\$6,471,028)</u>	<u>(\$726,212)</u>	<u>(\$598,722)</u>	<u>\$3,065,878</u>
2023 - 2024 AMENDED						
	TOTALS	\$75,432,553	\$22,366,182	\$15,117,479	\$20,529,694	\$17,419,198
	DIFFERENCE	<u>(\$553,013)</u>	<u>(\$6,393,019)</u>	<u>(\$1,080,854)</u>	<u>\$1,391,354</u>	<u>\$5,529,505</u>

**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

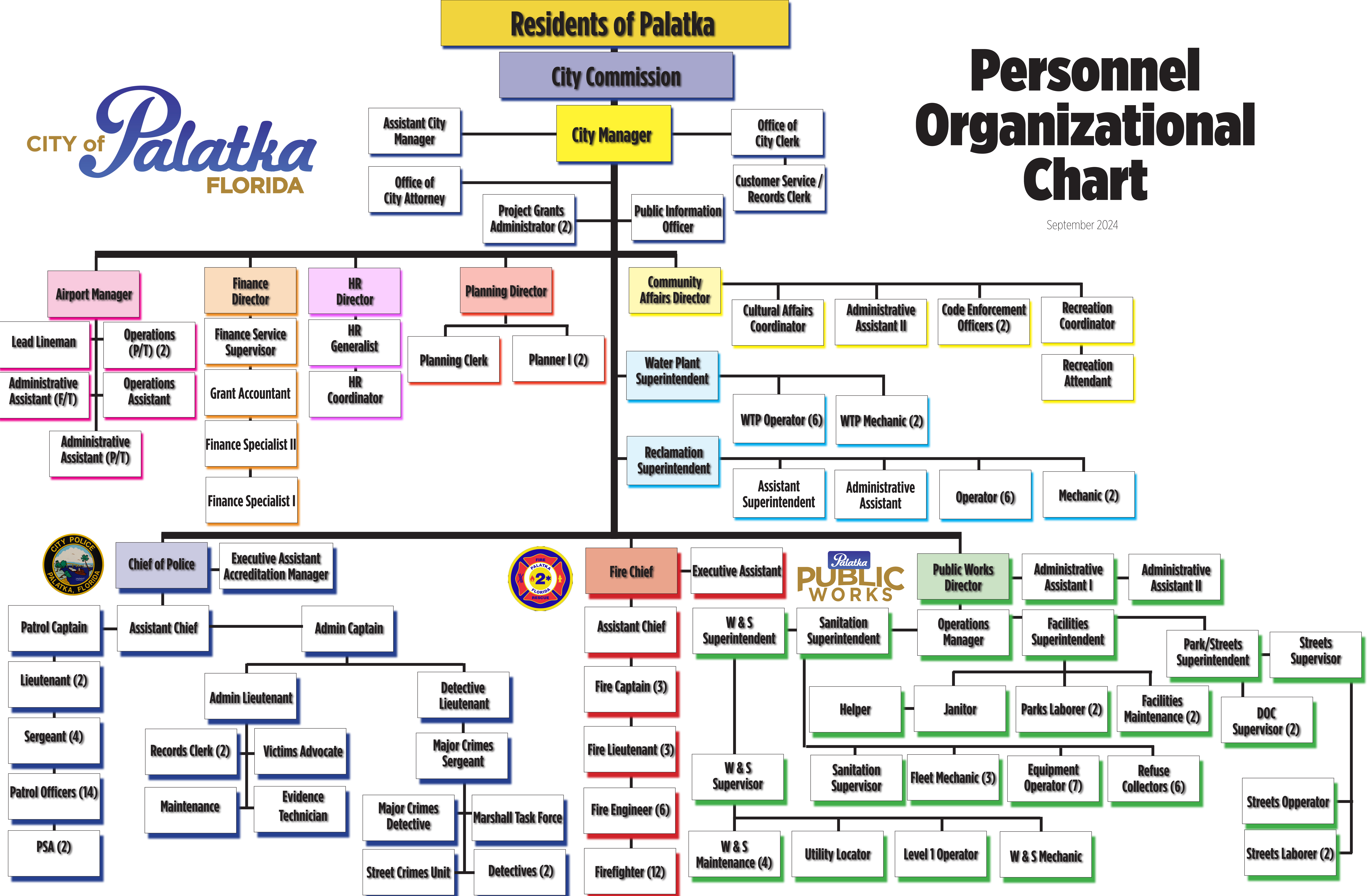
ARPA

1. Less funds remaining to be disbursed or encumbered



Personnel Organizational Chart

September 2024



ADOPT RESOLUTION 2024-R-190 setting the FY 2024-2025 Millage Rate at 6.4000 Mills
SECOND PUBLIC HEARING - TRIM CALENDAR: FY 2024 - 2025 - Final Millage Rate for 2024-25
Budget Year- 6.4000 mills proposed

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

The Final FY 2023-24 Budget that is being submitted is based upon the proposed Millage Rate of 6.4000, which represents a 27.14% increase from the rolled-back rate of 5.0339 mills. The final budget is on file in the Clerk's Office for the public's inspection. The Final adopted version will be available through the digital budget book once the implementation has been completed. We anticipate this becoming available by October 2024. The budget is based upon all the input and changes that were discussed at the previous Budget Workshops that were held between July and September 2024. The truth in millage statement is required to be read before the adoption of the millage-levy resolution.

PROJECT ANALYSIS

Staff Recommendation

Accept the proposed and adopted millage rate of 6.4000.

ATTACHMENTS

1.	2024-R-190 ADOPTING THE FINAL Operating millage rate 09-+26-24
2.	proposed tax increase newspaper ad 24-25
3.	proposed summary budget 24-25

RESOLUTION NO. 2024-R-190

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF PALATKA, PUTNAM COUNTY,
FLORIDA, ADOPTING THE FINAL 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 **ADOPTED** City of Palatka Resolution No. 2024-R-174 to adopt the Tentative and Proposed Millage Rate, as required by Florida statute 200.065; and

WHEREAS the City Commission of the City of Palatka of Putnam Count, Florida, held a second public hearing during Regular Session on September 26, 2024, regarding the adoption of the final budget as required by Florida Statue 200.065; and

WHEREAS the gross taxable value for operating purposes which is 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 2024-2025 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. this Resolution shall take effect immediately upon its adoption.
- 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 26th day of September 2024.

CITY OF PALATKA

By: MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

NOTICE OF PROPOSED TAX INCREASE

The City of Palatka, Florida has tentatively adopted a measure to increase its property tax levy

Last year's property tax levy

A. Initially proposed tax levy	\$4,233,748
B. Less tax reductions dues to Value Adjustment Board and other assessment changes	\$65,942
C. Actual property tax levy	\$4,299,690

This year's proposed tax levy	\$4,562,899
--------------------------------------	--------------------

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

**Thursday, September 26, 2024
6:00:00 PM at
Palatka City Hall
201 N. 2nd Street, Palatka, FL 32177**

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

The Notice of Proposed Tax Increase ad must:

- Be a quarter page ad
- Have a headline in a font no smaller than 18 point
- Have an adjacent Budget Summary advertisement
- Not be published in the legal or classified section
- Be published in a newspaper of general circulation in the county or in its geographically limited insert
- Not deviate from the specified language
- Not be accompanied, preceded, or followed by other ads or notices that conflict with or contradict the required publications
- Show 100 percent of tax levies.

PROOF OF PUBLICATION REQUESTED - SEND ENTIRE PAGE WITH PROOF OF PUBLICATION

City of Palatka
ATTN: Sunni Krantz
201 N. 2nd Street, Palatka, FL 32177
386-329-0100 skrantz@palatka-fl.gov cc mcarty@palatka-fl.gov

BUDGET SUMMARY CITY OF PALATKA FISCAL YEAR 2024/2025 *THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF PALATKA ARE 6.2% MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES.									
General Fund 6.4000									
ESTIMATED REVENUES	General Fund	Better Place Fund	Utility Fund	Sanitation Fund	Golf Fund	Airport Fund	Tax Increment Fund	ARPA Fund	Total All Funds
Taxes: Millage per \$1000									
Ad Valorem Taxes 6.4000	\$ 4,575,379								\$ 4,575,379
Sales and Use Taxes	\$ 549,032	\$ 1,315,996							\$ 1,865,028
Utility Service Taxes	\$ 1,457,362								\$ 1,457,362
Other General Taxes	\$ 386,723						\$ 964,820		\$ 1,351,543
Licenses, Permits and Franchise Fees	\$ 2,057,806								\$ 2,057,806
Special Assessments	\$ 2,048,871								\$ 2,048,871
Intergovernmental	\$ 1,853,922	\$ 9,763,603	\$ 10,265,272			\$ 1,971,035			\$ 23,853,832
Charges for Services	\$ 240,480		\$ 9,120,081	\$ 3,519,391		\$ 1,493,524			\$ 14,373,476
Fines/Forfeitures	\$ 133,880								\$ 133,880
Miscellaneous	\$ 636,121		\$ 79,941	\$ 15,944	\$ 135,930	\$ 6,050			\$ 873,986
TOTAL SOURCES	\$ 13,939,576	\$ 11,079,599	\$ 19,465,294	\$ 3,535,335	\$ 135,930	\$ 3,470,609	\$ 964,820	\$ -	\$ 52,591,163
Transfers In	\$ 2,803,939	\$ 1,011,206	\$ 121,228	\$ 111,229	\$ 38,647	\$ 284,340	\$ -		\$ 4,370,589
Debt Proceeds	\$ 1,000,000	\$ 1,398,941							\$ 2,398,941
Fund Balances/Reserves/Net Assets	\$ 5,576,765	\$ 1,456,514	\$ 6,422,614	\$ 360,357		\$ 38,155	\$ 1,224,008	\$ 1,546,460	\$ 16,624,873
TOTAL REVENUES, TRANSFERS &	\$ 23,320,280	\$ 14,946,260	\$ 26,009,137	\$ 4,006,921	\$ 174,577	\$ 3,793,104	\$ 2,188,828	\$ 1,546,460	\$ 75,985,566
EXPENDITURES									
General Government	\$ 4,961,844	\$ 14,728,754							\$ 19,690,598
Public Safety	\$ 9,664,154								\$ 9,664,154
Physical Environment			\$ 19,809,391	\$ 3,061,905					\$ 22,871,296
Transportation	\$ 2,362,066					\$ 3,560,293			\$ 5,922,359
Economic Environment							\$ 1,131,992	\$ 1,546,460	\$ 2,678,453
Human Services	\$ 135,327								\$ 135,327
Culture/Recreation	\$ 1,992,576				\$ 174,577				\$ 2,167,153
Debt Services	\$ 520,115	\$ 83,346	\$ 1,460,395		\$ -	\$ 55,543			\$ 2,119,400
TOTAL EXPENDITURES	\$ 19,636,083	\$ 14,812,100	\$ 21,269,786	\$ 3,061,905	\$ 174,577	\$ 3,615,836	\$ 1,131,992	\$ 1,546,460	\$ 65,248,740
Transfers Out	\$ 509,189	\$ 134,160	\$ 2,120,553	\$ 372,584		\$ 177,268	\$ 1,056,835	\$ -	\$ 4,370,589
Contingencies								\$ -	\$ -
Fund Balances/Reserves/Net Assets	\$ 3,175,008	\$ -	\$ 2,618,798	\$ 572,432			\$ -	\$ -	\$ 6,366,238
TOTAL APPROPRIATED	\$ 23,320,280	\$ 14,946,260	\$ 26,009,137	\$ 4,006,921	\$ 174,577	\$ 3,793,104	\$ 2,188,828	\$ 1,546,460	\$ 75,985,566
THE TENTATIVE, ADOPTED AND/OR FINAL BUDGETS ARE ON FILE IN THE CLERK'S OFFICE AT 201 N 2ND STREET, PALATKA, FLORIDA AS A PUBLIC RECORD.									

IMPORTANT INFORMATION:

BUDGET SUMMARY AD TO BE
 PLACED ADJACENT TO NOTICE
 OF PROPOSED TAX INCREASE
 AD. No Size Requirement.
 Advertisement shall NOT be
 placed where legal notices and
 advertisements appear.

Run Date: September 21, 2024

PROOF OF ADVERTISEMENT REQUESTED
 PLEASE SEND ENTIRE PAGE IN ADDITION
 TO PROOF OF ADVERTISEMENT
 City of Palatka - Sunni Krantz
 201 N. 2nd Street, Palatka, FL 32177
 Ph 329-0100 Fax 329-0199
 e-mail: skrantz@palatka-fl.gov

ADOPT RESOLUTION 2024-R-192 adopting the Budget for Fiscal Year 2024-25 in the amount of \$75,985,566.

ADOPT RESOLUTION 2024-R-192 adopting the Budget for Fiscal Year 2024-25 in the amount of \$75,985,566.

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

The Final FY 2023-24 Budget that is being submitted is based upon the proposed Millage Rate of 6.4000, which represents a 4.45% increase from the rolled-back rate of 6.1271 mills. The final budget will be on file in the Clerk's Office for public inspection. The budget is based upon all the input and changes that were discussed in the Budget Workshops which were held on June 20, 2024, July 12, 2024, August 9, 2023, and August 29, 2024.

PROJECT ANALYSIS

Staff Recommendation

Adopt the presented FY 2024-2025, based upon the millage rate of 6.4000.

ATTACHMENTS

1.	2024-R-192 ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2024--25
2.	2024-2025 BUDGET EXPENSES 09-12-24 BUDGET HEARING aftrer blue crab
3.	2024-2025 BUDGET REVENUES

RESOLUTION NO. 2024-R-192

**A RESOLUTION OF THE CITY OF PALATKA ADOPTING
THE FINAL 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 adopted Resolution No. 2024-R-181 to adopt the tentative budget for FY 2024-2025; and

WHEREAS, on September 26, 2024, the City of Palatka advertised in the Palatka Daily News its intent to finally adopt a millage rate and budget; and

WHEREAS the City of Palatka of Putnam County, Florida, set forth the appropriations and revenue estimate for the Budget for the Fiscal Year 2024-25 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. 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;
3. 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;
4. Properly advertised Public Hearings have been held on September 12, 2024 and September 26, 2024, at 6:00 PM 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;
5. 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;
6. This Resolution shall take effect immediately upon its adoption;
7. 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 26th
day of September 2024.

CITY OF PALATKA

By: _____
It’s MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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
001-01-511-3-4907	MAYOR'S RECEPTION	\$7,470	\$15,000	\$5,257	\$10,000

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-01-511-3-4910	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
COMMISSIONERS	DEPARTMENT TOTAL	\$332,866	\$569,612	\$342,086	\$555,688

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
		-----	-----	-----	-----
	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				
	PERSONNEL SERVICES				

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
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 09/26/2024

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 09/26/2024

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
		-----	-----		-----
	TOTAL	\$264,494	\$357,383	\$315,852	\$369,235

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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 TECHNOLOGY	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 09/26/2024

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
		-----	-----		-----
	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 09/26/2024

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
		-----	-----		-----
	TOTAL	\$23,507	\$65,258	\$29,680	\$67,868
	CAPITAL				
001-23-519-6-6400	CAPITAL OUTLAY	\$0	\$17,422	\$0	\$45,000
		-----	-----		-----
	TOTAL	\$0	\$17,422	\$0	\$45,000
		-----	-----		-----
	TRANSFERS				
001-23-519-9-9104	REIMB FLEET MAINTENANCE	\$0	\$13,034	\$11,948	\$18,990
		-----	-----		-----
	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 09/26/2024

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 MAIN	DEPARTMENT	\$285,727	\$548,563	\$318,475	\$560,294
		-----	-----		-----
	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 09/26/2024

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 09/26/2024

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 09/26/2024

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 09/26/2024

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	\$37,895
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	\$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	\$50,000
001-04-519-3-9900	BAD DEBT EXPENSE	\$209	\$0	\$0	\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
		-----	-----		-----
	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 09/26/2024

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 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
		-----	-----		-----
	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
		-----	-----		-----
	TOTAL	\$196,515	\$241,310	\$203,151	\$320,504
		-----	-----		-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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 09/26/2024

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
		-----	-----		-----
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 09/26/2024

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 09/26/2024

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
		-----	-----		-----
	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 09/26/2024

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
		-----	-----		-----
POLICE	DEPARTMENT TOTAL	\$3,741,193	\$4,949,013	\$4,629,545	\$5,475,002
		-----	-----		-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	COMMUNITY AFFAIRS - CODE ENFORCEMENT				
	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
		-----	-----		-----
	TOTAL	\$181,313	\$233,013	\$188,683	\$250,456
	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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
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
		-----	-----		-----
	TOTAL	\$0	\$5,000	\$0	\$0
		-----	-----		-----
CODE ENFORCEMEN	DEPARTMENT TOTAL	\$198,857	\$318,500	\$219,794	\$317,164
		-----	-----		-----
	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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-08-522-3-3120	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
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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
		-----	-----		-----
	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
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
		-----	-----		-----
	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
		-----	-----		-----
	TOTAL	\$14,579	\$15,512	\$15,512	\$0
FIRE	DEPARTMENT TOTAL	\$3,289,217	\$3,244,439	\$2,880,313	\$3,666,884
		-----	-----		-----
	PUBLIC WORKS - STREETS				

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	PERSONNEL SERVICES				
001-09-541-1-1100	EXECUTIVE SALARIES	\$41,286	\$56,084	\$54,656	\$61,152
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
		-----	-----		-----
	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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-09-541-3-4670	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
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
		-----	-----		-----
	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
		-----	-----		-----
	TRANSFERS				
001-09-541-9-9104	REIMB FLEET MAINTENANCE	\$0	\$13,034	\$11,948	\$18,990
	TOTAL	\$0	\$13,034	\$11,948	\$13,555

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
		-----	-----		-----
	DEBT				
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
		-----	-----		-----
	TOTAL	\$19,313	\$82,430	\$40,769	\$167,712
STREETS	DEPARTMENT TOTAL	\$881,773	\$1,501,708	\$1,137,857	\$2,454,668
		-----	-----		-----
	PUBLIC WORKS - CEMETERY				
	PERSONNEL SERVICES				
		-----	-----		-----
	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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-14-569-3-4650	GROUNDS 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
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
		-----	-----		-----
	TOTAL	\$75,895	\$152,350	\$62,383	\$135,327
	CAPITAL OUTLAY				
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
		-----	-----		-----
CEMETERY	DEPARTMENT TOTAL	\$75,895	\$152,350	\$62,383	\$135,327
		-----	-----		-----
	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
		-----	-----		-----
	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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-03-573-3-4020	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
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
		-----	-----		-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	TOTAL	\$211,816	\$122,892	\$52,414	\$134,654
001-03-573-6-6400	CAPITAL OUTLAY			\$0	\$30,000
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$30,000
		-----	-----		-----
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
		-----	-----		-----
	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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-15-572-3-4323	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
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
		-----	-----	-----	-----
	TOTAL	\$109,247	\$235,425	\$115,412	\$279,382

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	CAPITAL OUTLAY				
001-15-572-6-6310	PARK IMPROVEMENT EXPENSE	\$14,830	\$129,000	\$110,801	\$110,000
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
		-----	-----	-----	-----
	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
		-----	-----	-----	-----
PARKS AND REC	DEPARTMENT TOTAL	\$204,941	\$614,709	\$339,093	\$1,063,059
		-----	-----	-----	-----
	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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-26-579-3-4320	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
001-26-579-3-4650	GROUPS MAINTENANCE	\$0	\$500	\$0	\$520
001-26-579-3-4680	GROUPS 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
		-----	-----		-----
		-----	-----		-----
PRICE MARTIN	DEPARTMENT TOTAL	\$24,400	\$57,200	\$20,313	\$59,744
		-----	-----	-----	-----
		-----	-----		-----
	TOTAL EXPENDITURES	\$11,936,279	\$16,525,631	\$13,604,066	\$19,636,083
		-----	-----	-----	-----
	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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
001-81-581-9-9180	TRANSFER TO ARPA	\$0	\$0	-\$4,881	\$0
		-----	-----		-----
TRANSFERS	DEPARTMENT TOTAL	\$561,390	\$991,753	\$304,989	\$509,189
	CONTINGENCIES				
		-----	-----	-----	-----
	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
		-----	-----		-----
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
		-----	-----	-----	-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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 09/26/2024

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
		-----	-----	-----	-----
	TOTAL	\$1,879,833	\$1,217,341	\$701,796	\$1,162,854

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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
		-----	-----	-----	-----
	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
		-----	-----	-----	-----
	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 09/26/2024

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
		-----	-----	-----	-----
	TOTAL EXPENDITURES	\$2,183,477	\$4,381,813	\$2,233,394	\$3,615,836
		-----	-----	-----	-----
	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, CONTINGENCIES & RESERVES				
AIRPORT FUND		\$2,294,311	\$4,546,731	\$2,384,569	\$3,793,104
		-----	-----	-----	-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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 09/26/2024

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
		-----	-----	-----	-----
WATER PLANT	DEPARTMENT TOTAL	\$1,475,985	\$3,017,961	\$1,533,452	\$3,293,129
		-----	-----	-----	-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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
		-----	-----		-----
	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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
041-12-535-3-4500	LIABILITY INSURANCE	\$731	\$1,100	\$784	\$1,438
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 RECLAME	\$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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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
		-----	-----		-----
	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
		-----	-----		-----
	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
		-----	-----		-----
	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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
041-13-536-3-4020	SCHOOLING, CONFERENCE, ETC	\$5,898	\$10,000	\$2,238	\$10,400
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
		-----	-----		-----
	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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
041-13-536-6-6340	CONCRETE, FILL	\$5,560	\$15,000	\$10,718	\$15,600
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
		-----	-----		-----
	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
		-----	-----		-----
	TOTAL	\$0	\$8,305,531	\$521,765	\$5,973,674
		-----	-----		-----
	TRANSFERS				
041-13-536-9-9104	REIMB FLEET MAINTENCE	\$0	\$37,240	\$34,137	\$54,258
		-----	-----	-----	-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	TOTAL	\$0	\$37,240	\$34,137	\$54,258
		-----	-----	-----	-----
	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
		-----	-----	-----	-----
WATER/SEWER DIST	DEPARTMENT	\$1,823,702	\$13,077,047	\$3,459,789	\$9,185,293
		-----	-----		-----
	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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
041-29-536-3-3200	ACCOUNTING AND AUDITING	\$43,399	\$30,738	\$30,016	\$30,738
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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
041-29-517-7-7240	INTEREST-SRF 2108 LOAN DW54022	\$26,192	\$0	\$0	\$0
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
		-----	-----		-----
WATER ADMINISTRATION	DEPARTMENT TOTAL	\$766,883	\$1,950,167	\$1,228,786	\$2,194,030
		-----	-----		-----
	TOTAL EXPENDITURES	\$2,590,585	\$15,027,214	\$9,480,792	\$11,379,323
		-----	-----		-----
	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
		-----	-----		-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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				
		-----	-----		-----
	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
		-----	-----		-----
	CLUB HOUSE			\$0	
	PERSONNEL SERVICES			\$0	
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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
		-----	-----		-----
	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
		-----	-----		-----
	TOTAL	\$5,127	\$25,000	\$37,887	\$25,000

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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
		-----	-----		-----
	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
		-----	-----		-----
	TOTAL	\$5,228	\$0	\$0	\$0
		-----	-----		-----
	DEPARTMENT TOTAL	\$141,127	\$156,902	\$143,782	\$145,977
		-----	-----		-----
		-----	-----		-----
	TOTAL EXPENDITURES	\$242,306	\$184,402	\$176,310	\$174,577
		-----	-----		-----
	TRFS, CONTINGENCIES, RESERVES			\$0	
		-----	-----		-----
	TOTAL	\$0	\$0	\$0	\$0
		-----	-----		-----
	TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES				
GOLF FUND		\$242,306	\$184,402	\$176,310	\$174,577
		-----	-----		-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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 09/26/2024

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
		-----	-----		-----
	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
		-----	-----		-----
	TOTAL	\$957,821	\$1,252,634	\$1,025,204	\$1,288,971

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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 09/26/2024

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
		-----	-----		-----
	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
		-----	-----		-----
	TOTAL	\$5,565	\$315,400	\$172,583	\$318,959

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
		-----	-----		-----
SANITATION	DEPARTMENT TOTAL	\$2,110,719	\$3,258,856	\$2,523,506	\$2,790,615
		-----	-----		-----
	TOTAL EXPENDITURES	\$2,287,568	\$3,445,234	#REF!	\$3,061,905
		-----	-----		-----
	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
		-----	-----		-----
	TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	\$2,513,174	\$4,329,422	#REF!	\$4,006,921
		-----	-----		-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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 09/26/2024

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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
	SOUTH HISTORIC				
	PERSONNEL				
030-31-580-1-1100	EXECUTIVE SALARIES			\$0	\$12,100
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
		-----	-----		-----
	OPERATING TOTAL	\$54,041	\$311,774	\$30,960	\$444,292

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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
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

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	ACTUAL 2022 - 2023	APPROVED BUDGET 2023 - 2024	ACTUAL 2024 as of 09/06/24	PROPOSED BUDGET 2024 - 2025
030-32-580-3-5402	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
	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, CONTINGENCIES & RESERVES				
TIF FUND		\$214,498	\$2,090,642	\$225,734	\$2,188,828
		-----	-----		-----

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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	
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 09/26/2024

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 09/26/2024

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 09/26/2024

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
		-----	-----		-----
	TOTAL	\$3,069,906	\$7,403,774	\$979,579	\$9,168,569

CITY OF PALATKA, FL
FISCAL YEAR 2024-2025 TENTATIVE PROPOSED EXPENSE BUDGET 09/26/2024

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 09/26/2024

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
-------------------	---------------------	-------------	-------------	----------------	-------------

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
	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
-------------------	---------------------	-------------	-------------	----------------	-------------

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
-------------------	---------------------	-------------	-------------	----------------	-------------

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
		-----	-----	-----	-----
	TOTAL	\$664,044	\$116,136	\$2,903,624	\$79,941
		-----	-----	-----	-----
		-----	-----	-----	-----
	TOTAL OPERATING REVENUES	\$8,788,809	\$11,824,448	\$22,197,086	\$19,465,294
		-----	-----	-----	-----
	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
		-----	-----	-----	-----
	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
-------------------	---------------------	-------------	-------------	----------------	-------------

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
-------------------	---------------------	-------------	-------------	----------------	-------------

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
-------------------	---------------------	-------------	-------------	----------------	-------------

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
-------------------	---------------------	-------------	-------------	----------------	-------------

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
-------------------	---------------------	-------------	-------------	----------------	-------------

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

STAFF REPORT

DATE: September 26, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Allen Sheffield has timely filed an appeal in accord with the City's appeal procedures, of an appeal of a decision of the Historic Preservation Board.

BACKGROUND

The Historic Preservation Board on September 5, 2024 denied a certificate of appropriateness for demolition of the structure at 426 Kirby Street, Palatka. The structure is owned by Allen Sheffield, who is a member of the Historic Preservation Board. Mr. Sheffield recused himself from the item during the meeting, in order to present his request. The agenda of the meeting and the (draft) minutes of the meeting follow.

PROJECT ANALYSIS

Quasi-judicial: you are acting in a judicial capacity, interpreting the policy of the City to see if the rezoning complies with existing policies.

Disclose ex parte communications.

Burden of proof: The applicant for a rezoning has the burden of proof to show that the land use change is supported by competent, substantial evidence.

Quasi-judicial hearings require all speakers to be sworn in and they may be cross-examined.

Popular sentiment and unsubstantiated evidence cannot be the basis for a decision. Factual testimony from lay witnesses and the opinion of expert witnesses are acceptable. Information presented by City staff also constitutes substantial, competent evidence.

Staff Recommendation

In a quasi-judicial capacity, hear HPB Case 24-21 on appeal.

The Commission has three options:

affirm the decision of the Historic Preservation Board,
overturn the decision of the Historic Preservation Board, or
remand the matter back to the Historic Preservation Board.

ATTACHMENTS

1.	Appeal Email 2
2.	Appeal Email 1
3.	Appellant Exhibit 426 Kirby - HPB Decision Appeal September 2024

4.	Appellant Exhibit 2024.09.05 HPB Minutes
5.	Appellant Exhibit Signed Letter 426 Kirby St. Demo HPB COA Denial Sep 5th 2024
6.	Appellant Exhibit Cert of Appropriateness Application September 2024 - Description of work and Pictures
7.	426 Kirby Structural Inspection ReportDSS
8.	Appellant Exhibit HPB 21-19 426 Kirby St Approval Letter
9.	Appellant Exhibit 426 Kirby Cost Estimates
10.	Appellant Exhibit Kirby Pictures in June 2021 COA
11.	Appellant Exhibit 426 Kirby Pictures June 2024 - Additions and Bottom Siding Removed
12.	2024.09.05 HPB Agenda packet (25)
13.	2024.09.05 Sheffield Allen Recusal Form 8B

Sunni Krantz

From: Allen Sheffield <sheffield_allen@yahoo.com>
Sent: Wednesday, September 18, 2024 12:45 AM
To: Marcia Carty
Cc: Sunni Krantz; Troy Bell; Jane West; Lorenzo Aghemo
Subject: Re: Appeal of HPB Decision - Email 2 of 2
Attachments: HPB 21-19 426 Kirby St Approval Letter.pdf; Kirby Pictures in June 2021 COA.pdf; 426 Kirby Pictures June 2024 - Additions and Bottom Siding Removed.pdf; 426 Kirby Cost Estimates.pdf

Dear Ms. Carty, Interim City Manager:

Please see the remaining 4 of 9 documents attached.

Sincerely,
Allen Sheffield

On Wednesday, September 18, 2024 at 12:39:53 AM EDT, Allen Sheffield <sheffield_allen@yahoo.com> wrote:

Dear Ms. Carty - Interim City Manager:

Attached are 5 of the 9 documents comprising my appeal to the City Commissioners of the Historic Preservation Board's September 5, 2024 decision to deny my COA application 24-21. I am filing this appeal with you in your role as City Manager, in accordance with Sec. 54-74 of the Code of Ordinances.

Please let me know if there is any additional information or actions required of me to move forward with this appeal.

Sincerely,
Allen Sheffield

Sunni Krantz

From: Allen Sheffield <sheffield_allen@yahoo.com>
Sent: Wednesday, September 18, 2024 12:40 AM
To: Marcia Carty
Cc: Sunni Krantz; Troy Bell; Jane West; Lorenzo Aghemo
Subject: Appeal of HPB Decision - Email 1 of 2
Attachments: 426 Kirby - HPB Decision Appeal September 2024.pdf; 2024.09.05 HPB Minutes.pdf; Signed Letter 426 Kirby St. Demo HPB COA Denial Sep 5th 2024.pdf; Cert of Appropriateness Application September 2024 - Description of work and Pictures.pdf; 426 Kirby Structural Inspection ReportDSS.pdf

Dear Ms. Carty - Interim City Manager:

Attached are 5 of the 9 documents comprising my appeal to the City Commissioners of the Historic Preservation Board's September 5, 2024 decision to deny my COA application 24-21. I am filing this appeal with you in your role as City Manager, in accordance with Sec. 54-74 of the Code of Ordinances.

Please let me know if there is any additional information or actions required of me to move forward with this appeal.

Sincerely,
Allen Sheffield

Appellant and COA Applicant Background

1. Licensed Certified Public Accountant
 - a. Public accounting - PricewaterhouseCoopers – 14 years
 - b. Corporate accounting - 18 years
 - c. Non-profit accounting – 10 years
2. Property Investor – 15 years
 - a. Owns multiple rental properties
 - b. Held property in other historic district since 2017
 - c. 426 Kirby St. is owner's 8th major home renovation
3. Current Vice Chairperson – Palatka's Historic Preservation Board (2 years)

City's Criteria for HPB Decisions

The Historic Preservation Board failed to give appropriate consideration to the applicable requirements under the City of Palatka's Code of Ordinances Section 54-79 – Criteria for decisions on certificates of appropriateness as a basis for their denial of Application HPB 24-21:

1. Conformance of the proposed work to the secretary of the interior's standards for rehabilitation (*Sec. 54-79(a)*) – (*Secretary of the Interior's Standards for the Treatment of Historic Properties Section 68.3*)
 - a. Consideration of the historical significance of the property (key historical events and distinctive architectural features)
 - b. Consideration of the existing physical condition of the property (non-surviving historical features)
 - c. Consideration of the economic and technical feasibility of each project
2. Whether the removal of such structure would be detrimental to the historic or architectural character of the district (*Sec. 54-79(b)(4)*)
3. Consideration of reasonable justice and equity in balancing the interest of the city in preserving the integrity of the district versus the interest of the owner of the property (*Sec. 54-79(b)(4)*)

4. Reconstruction being an acceptable alternative under the standards when the historic structure has not survived. Reconstruction is different from the other historic treatments in that it is undertaken when there are often no visible historic materials extant or only a foundation remains. It will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will recreate the appearance of the non-surviving historic property in materials, design, color and texture. (*Secretary of the Interior's Standards for the Treatment of Historic Properties Section 68.3(d)(4)*)

History of Property – 426 Kirby Street, Palatka, Florida

1. Frame Vernacular style home built between 1892 and 1897 – per the Florida Master Site File
2. The home is included in the South Historic District National Registry Application as a “contributing, altered home”
3. Distinctive architectural features – no chimney, first floor bay window and had a second story exterior front porch – none of these are of historic significance
4. Key historical events or individuals associated with the home – none noted in either of the September 2021 or September 2024 HPB meetings on this property by the research of the owner, City Staff or HPB
5. **Property was vacant for at least 12 to 14 consecutive years prior to November 2020** over which time the interior was demolished down to the studs, several floor joists removed, walls of the addition buckled, extreme termite damage to sill beams and other structural members. “The entire structure has fallen into disrepair, is vacant and not currently habitable” (*September 2, 2021 Staff Report*)
6. Purchased by the Appellant and Applicant in November 2020

7. Sought permission to clear interior debris and remove siding and open sections for better evaluation of the property's condition – this was denied. We were told no work could be performed until a COA was approved
8. Property evaluated by a structural engineer - report received January 2021 - **(not being allowed to remove debris from partial demo by prior owner or exterior siding, per City Planning Director, limited the scope of the engineer's evaluation and prevented her from seeing extent of damage)**
9. Added 2x4X8 braces to first and second floors inside to help stabilize structure.
10. HPB 21-19 Certificate of Appropriateness September 2021 application to demolish non-original back and side additions and renovate original section of home was approved with stipulations, recognizing the increased costs, Hardie fiber board may be allowed if additional research and sourcing efforts are not successful. *(HPB 21-19 Staff Report)*
11. October 2021 – informed that a building permit was required to obtain a permit to demolish the non-original additions approved in the HPB 21-19 COA. The building permit required detailed drawings approved by an architect and/or structural engineer.
12. After initial building plans were submitted, we were informed that plans and permits for the building and all trades had to be completed before the demolition permit could be issued. County suspended plan reviews during part of this period to update their systems also.
13. October 2022 – Building, trades and demolition plans signed off by the County and permits issued.
14. May 2023 – **Demolition of non-original structures completed, which clearly revealed significant deterioration in the framing members of the original structure not visible prior to demolition or removal of bottom rows of siding – no updated engineering report was deemed necessary given the evident severity of deterioration**

15. April 2024 – Decided to pursue demolition of original structure in preparation for reconstruction of the original structure in accordance with the Secretary of the Interior's Standards for reconstruction.
16. June 2024 – submitted application to Planning Department for Certificate of Appropriateness for demolish and reconstruction of the original structure
17. September 2024 – Application denied by HPB. Appeal to City Commission submitted.

Basis of HPB Decision

Actual basis for the HPB Decision was not communicated in the meeting after the vote to deny or in the denial letter from the Planning Director. As the applicant, I asked multiple times "what historically significant features are we trying to save with this property". I asked this of the HPB, but no answer was given. Based on the line of questions and comments of the HPB members during the Board's deliberations, it appears the basis included the following:

1. A property's historical significance is not based on its distinctive architectural features or key events or individuals associated with the property – simply its age makes it historically significant
 - a. **HPB member comment** "I truly don't believe anyone famous has to live in a property to make it important or historic. I believe the property itself is important and historic."
2. Demolition by Neglect? – significant number of questions raised regarding the timeline between the September 2021 COA approval and April 2024 decision to pursue demolish of original structure
 - a. **HPB member comment:** "What bothers me is that house is in the condition that it's in now because when it was initially purchased it wasn't...I know you had to go through a lot of different things but a lot of it is from neglect at this point where it just gets worse..."
"...people purchasing these homes and letting them set for a long time before they fix them and now it's come to the point where it is

a tremendous eye sore in the neighborhood and it is effecting owners that are next door and so on. And because of that and those things happening we are losing; we could possibly be losing a home from the 1800's that had its value in the simplicity that it was whether it was fancy or it wasn't or whatever and that's where my problem lies with this today."

- b. **HPB member comment:** "I don't doubt that Mr. Sheffield would put something really nice on that property, but its still not a substantial part of the original house. I do feel like even when a house is in bad shape when you acquire it that you have to go into it with the understanding that you may have to have it tented even before you do any repair to it. And you may have to have somebody there every couple weeks removing vines and cutting grass because all of that contributes to the deterioration of the structure and so."
- 3. Cost of renovation is not a meaningful factor to consider in COA decisions – the HPB member comment below was made right after the City attorney responded to another HPB member's question about balancing the City's versus Owner's interest appearing to dismiss the economic impact from consideration:
 - a. **HPB member comment:** "I think that if we were to look at one true fact, it's that historic homes are expensive. There is just no two ways about it."
- 4. The City's interest in preserving historical structures clearly outweighs the owner's interest, even for a property for which no historical significance could be cited:
 - a. **HPB member comment:** "I just don't feel comfortable on this board routinely saying we are going to demolish these structures."
 - b. **HPB member comment:** "I think that if we were to look at one true fact, its that historic homes are expensive. There is just no two ways about it."

I was not afforded the opportunity to address comments made by HPB members after board deliberations started. A number of HPB members

**Appeal of the City of Palatka, Florida Historic Preservation Board's September 5, 2024
Decision to Deny the Certificate of Appropriateness Application HPB 24-21 for the
Demolition of the Structure at 426 Kirby Street, Palatka, Florida 32177**

appeared to have ignored the physical condition the property was in at the time I purchased it and attributed the deteriorated condition as occurring during my ownership instead of attributing the deterioration to the 12 to 14 years the property sat vacant prior to my purchase.

The assignment of neglect to me by some of the HPB members appears to have superseded or voided their consideration of the Section 54-79 criteria for decisions on certificates of appropriateness, including reasonable justice and equity in balancing the interest of the City versus the interest of the owner.

Regarding care of the property since purchased in November 2020, I had two large trees that were growing into the home (pressing against the structure) removed and have the lawn attended to every two weeks and vines removed periodically.

There was no HPB deliberation on the historic significance of the property. It appeared to be deemed historically significant by some HPB members due solely to the age of the property. If that was the line of thinking, then were they saying removal of this property would be detrimental to the historic or architectural character of the district which is part of the criteria for the decision? I'm truly struggling to see how the respective parts of the criteria for making decisions were met.

The property was in extremely horrible shape when I purchased it. I purchased it with the hope of salvaging it, but the reality was that it was too far gone after sitting vacant, being neglected, for 12 to 14 years before I bought it. With enough time and money almost anything can be renovated, but I'm not a non-profit organization and this is not my primary residence yet, therefore I'm left to my own resources to renovate the property.

The extent of damage to the structure is well beyond what was originally contemplated and only made known once we demolished the additions and removed bottom levels of siding. The process required to renovate the original structure – lifting the two-story home, replacing all sill beams, testing every joist, sill plate, and other structural members for possible repair or replacement would cost more than the market value of the house would be

**Appeal of the City of Palatka, Florida Historic Preservation Board's September 5, 2024
Decision to Deny the Certificate of Appropriateness Application HPB 24-21 for the
Demolition of the Structure at 426 Kirby Street, Palatka, Florida 32177**

post renovation. Construction costs, excluding the costs of trades (electrical, plumbing and mechanical), the estimate to renovate the original section of the home is \$163,894. The estimate to demo and reconstruct the original section is \$84,113. Having to bear an additional cost of \$79,781 to renovate the original section of this property would not increase the market value of the home. This would constitute an unreasonable burden and hardship on me and my family.

Appellant's Request

Given the competent, substantial evidence provided regarding the existing physical condition at time of purchase, the property's historical insignificance and the economic hardship to the property owner if required to renovate the original structure, I request that the City Commissioners overturn the decision of the HPB and approve the Certificate of Appropriateness HPB 24-21.

Sincerely,



Allen Sheffield
Appellant and COA Applicant

Elizabeth van Rensburg
Chair

Allen Sheffield
Vice Chair

Breanna Pierce
Board Member

Larry F. Beaton
Board Member

Patti Vogt
Board Member

Timothy Jefferson
Board Member

Christopher Hollister
Board Member

Mary Jane Rosa
Alternate

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

JANE WEST, ESQ.
CITY ATTORNEY

LORENZO AGHEMO, MRP
PLANNING DIRECTOR



MINUTES
CITY OF PALATKA
September 5, 2024

1. CALL TO ORDER Call to order.at 4

a. Invocation

Led by Chaplain Mulberry

b. Pledge of Allegiance

Led by Sunni Krantz, City Clerk.

c. Roll Call

Present: Breanna Pierce

Christopher Hollister

Larry Beaton - Via telecommunications technology

Patti Vogt

Timothy Jefferson

Allen Sheffield

Elizabeth van Rensburg

Absent:

Excused:

Also Present: Lorenzo Aghemo Planning Director, Renee' Brown, Planner 1, Jane West, City Attorney, Sunni Krantz, City Clerk, Mary Jane Rosa, Historic Preservation Board alternate. Present via telecommunications technology; Alonzo Mulberry, City Chaplain

d. Meeting Purpose Disclosure

Read by the Chair van Rensburg.

e. Appeal Procedures & ExParte Communication

Read by Chair van Rensburg.

Time was allotted for ExParte communication disclosure.

Mr. Holister disclosed he has discussed the matter with the applicant.

Ms. Vogt disclosed she has discussed the matter with the applicant and Mr. Cutwright, Community Affairs Director.

2. APPROVAL OF MINUTES

a. July 11, 2024

Motion to Approve by Sheffield. Seconded by Hollister. The Motion Passed unanimously.

3. PUBLIC COMMENTS The floor was opened to public comments.
Upon hearing nothing, the floor was closed to public hearing.

4. NEW BUSINESS

a. HPB Case 24-21: Application for Certificate of Appropriateness for demolition. Owner: Allen Sheffield;
Address: 426 Kirby St., Palatka, FL 32177; Parcel #42-10-27-6850-0400-0021

Mr. Allen Sheffield recused himself from the Board as he is the applicant of the item.

Mr. Aghemo addressed the Board and presented the staff report on the subject matter. He stated that he visited the site and inspected the existing structure however did not go inside. He indicated that a determination as to whether the structure is unsafe or not cannot be made.

Mr. Sheffield addressed the Board and made statements and explanations regarding this application. He expressed that it took a long time to get to this point. He made reference to the previous Certificate of Appropriateness which was approved by the Board. He explained that the Engineers report for that application indicated that repairs to the single family house was feasible based upon the visual inspection, but only after the front and back porches were demolished, it became evident the full extent of the deterioration. He stated that is not a fan of demolition but the existing structure is beyond repair and any salvage is cost prohibitive. The state of the structure today has no architectural value and is rotting and infested with termites creating a danger to near by structures.

The Chair opened the item to public comments.

Mr. Vito Russo from 603 Emmett St., Palatka FL, 32177 addressed the Board. He stated that he is in support of the demolition.

Ms. Allegra Kitchens from 1027 S. 12th St., Palatka FL, 32177 addressed the Board. She indicated that the Appraiser's Office list all properties with a date starting in the 1900 as the system does not recognize dates earlier than that.

Ms. Annie Davis from 420 Kirby St., Palatka FL, 32177 addressed the Board. She spoke in favor of the demolition.
The Chair closed the floor to public comments.

Motion to approve by Mr. Jefferson. Seconded by Mr. Hollister. Motion Failed: with 2 votes in favor, 4 votes against, (Ms. Pierce, Mr. Beaton, Ms. Vogt, Chair van Rensburg) and 1 abstained.

5. OTHER BUSINESS

a. Patti Vogt requested a discussion on the Certificate of Appropriateness fees.

Patti Vogt discussion Certificate of Appropriateness (COA) fees being too high, needs to be lowered. Residents are discouraged with the fees. Mr. Aghemo states in the budget meetings they have recommended certain fees to be increased, like the COA by \$50.00. He was asked if the fee of \$360 (\$200.00 application and \$160.00 advertisement) charged, now covers the cost of staff and materials at this time. He answered no. Chair van Rensburg said needing a COA is discussed in detail before accepting fee on application. Jane West, City attorney, stated that there is only a small fee for "like for like" maintenance. Comparisons were made with other cities.

6. ADJOURN Board Comments. Mr. Aghemo had a draft of the brochure for the Historic District. Ms. Pierce said it needs to be polished with less hyphens. Chair van Rensburg mentioned everyone needs to look at it and get with Planning Staff asap. Adjourn at 5:06

September 9, 2024

Mr. Allen Sheffield
512 Mulholland Park
Palatka, FL 32177

RE: 426 Kirby St.
Palatka, FL 32177
HPB 24-21 Certificate of Appropriateness for demolition.

Dear Mr. Sheffield,

Your application for a Certificate of Appropriateness to demolish the existing structure at 426 Kirby Street, was considered by the Historic Preservation Board on September 5, 2024. The application has been denied by the Board. You have the right to appeal this decision to the City Commission within 15 days counted from the date of the hearing. Such application must be filed to the City Manager in writing pursuant to Sec. 54-74 of the Code of Ordinances. Please let me know if we can assist you with the appeal.



Lorenzo Aghemo MRP
Planning Director

Cc; Troy Bell, City Manager
Elizabeth van Rensburg, Historic Preservation Board Chair
Jane West, City Attorney

NOTICE: ANY PERSON WISHING TO APPEAL A DECISION MADE BY THE BOARD 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, 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 386-329-0100 AT LEAST 24 HOURS IN ADVANCE.

**Certification of Appropriateness Application
for the Demolition of the Original Section of the Home at 426 Kirby Street as Part of Our
Restoration and Reconstruction Effort of this Property**

At the time of purchase we anticipated having to make a decision as to whether the home should be completely demolished for reconstruction or could it be restored through some combination of demo and restoration. We engaged a structural engineer to assess the property. That report is included as an attachment to this application. This assessment was limited to observations without the benefit of removing siding or other elements since we were told by the City planning office that absolutely no demolition or other work could be started without obtaining a Certificate of Appropriateness for the proposed improvements. See two pages included from the engineer's report (with the header: Structural Assessment for Residential Property Sheffield House) for what was visible to engineers at the time of their assessment.

Even with the limited view, the structural engineers' report recommended demolition of the rear addition due to its obvious extensive deterioration (non-surviving features) and risk of it negatively impacting the structure of the original section of the home. We obtained a Certificate of Appropriateness for the proposed plans (HPB 21-19) which included demolition of the rear addition and front porch.

Before we were allowed to begin demolition and conduct further evaluation of the remaining sections of the home, we were told we could not just obtain a permit to demo, but we were required to have plans for the entire project reviewed and approved by the County and building as well as any and all permits required to cover the full scope of the planned renovations. While going through this process we install 2x4x8 pieces of lumber to various interior walls and 4x4 pieces of lumber to the exterior walls to prevent what appeared to be a slight shifting or leaning of the house.

All of the required permits were obtained. Upon demolition of the rear addition, front porch and removal of a few of the bottom rows of siding, we could see clearly that the extremely deteriorated condition of many aspects of the structure had been hidden by the rear addition and siding, therefore not visible to the structural engineer or us at the time of the engineer's assessment. Please see the pictures on the pages below of the structural members unhidden.

It has taken us quite a while to come to this decision. Even though the exterior of this home doesn't seem to have much architectural value (it is extremely plain visibly) and the entire interior has been gutted down to the studs (an many of those cut for some reason), we wanted to restore the home. Unfortunately, we have come to the conclusion that the entire two-story structure should be demolished. The structure is unsafe. Restoration of this home would be quite risky and costly, given the damage nature and man have done to its structural members. Therefore, we are seeking approval to demolish the home and reconstruct it in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Part 68.3 of the Secretary of the Interior's Standards states: *"One set of standards – preparation, rehabilitation, restoration or reconstruction – will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of*

**Certification of Appropriateness Application
for the Demolition of the Original Section of the Home at 426 Kirby Street as Part of Our
Restoration and Reconstruction Effort of this Property**

documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project."

The Standards for Reconstruction & Guidelines for Reconstructing Historic Buildings states:

"Reconstruction is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location."

There are no significant historic architectural or known use of historical significance. It is a very basic and simply designed home. We plan to save the original interior staircase, bookshelf and closet, three of the original windows and as much of the original exterior siding as we can for use in the new home construction, keeping the same floor plan of the original structure.

We, therefore, request approval to completely demolish the existing two-story structure in preparation for its reconstruction in accordance with the Secretary of the Interior's Standards and completing improvements approved by Certificate of Appropriateness HPB 21-19.

We are not certain yet, but are considering placing a less than 4-foot-high white picket fence along the property line in the front, side and rear of the house. We would like to request the Board's approval at this time, instead of having to return, if we decide we want the fence installed.



**Certification of Appropriateness Application
for the Demolition of the Original Section of the Home at 426 Kirby Street as Part of Our
Restoration and Reconstruction Effort of this Property**



**Certification of Appropriateness Application
for the Demolition of the Original Section of the Home at 426 Kirby Street as Part of Our
Restoration and Reconstruction Effort of this Property**



**Certification of Appropriateness Application
for the Demolition of the Original Section of the Home at 426 Kirby Street as Part of Our
Restoration and Reconstruction Effort of this Property**



**Certification of Appropriateness Application
for the Demolition of the Original Section of the Home at 426 Kirby Street as Part of Our
Restoration and Reconstruction Effort of this Property**



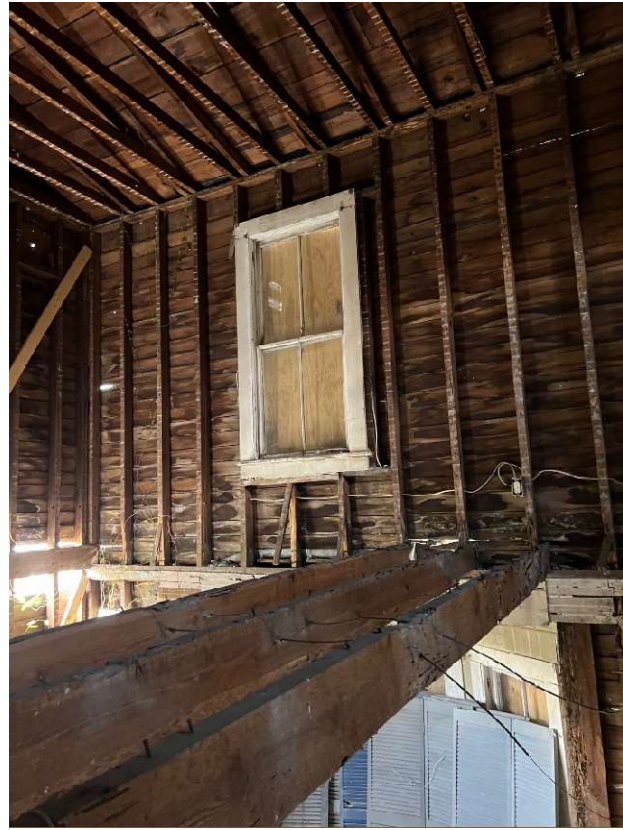
**Certification of Appropriateness Application
for the Demolition of the Original Section of the Home at 426 Kirby Street as Part of Our
Restoration and Reconstruction Effort of this Property**



**Certification of Appropriateness Application
for the Demolition of the Original Section of the Home at 426 Kirby Street as Part of Our
Restoration and Reconstruction Effort of this Property**



**Certification of Appropriateness Application
for the Demolition of the Original Section of the Home at 426 Kirby Street as Part of Our
Restoration and Reconstruction Effort of this Property**



B. Robinson Corporation

50 East 2nd Street, Suite #1, Jacksonville, Florida 32206
904-554-554-4633, brenda@brobinsoncorporation.com

Sheffield Residential Property Structural Assessment for Residential Property 426 Kirby Street, Palatka, Florida 32177



This report has been electronically signed and sealed by Dr. Brenda Robinson, P.E. on January 27, 2021 using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Brenda Robinson
Digitally signed by Brenda Robinson
Date: 2021.01.28 09:17:09 -05'00'

Dr. Brenda Robinson, P.E.
Principal Engineer
(Civil/Structural)

Florida License # 44767



January 28, 2021

Mrs. Shanna Sheffield
Mr. Allen Sheffield
426 Kirby Street
Palatka, Florida 32177

**Re: Structural Assessment for Residential Property
Sheffield House – Palatka, Florida**

Dear Mr. and Mrs. Sheffield:

As agreed, Dr. Brenda Robinson conducted a Residential Structural Assessment at the house located at 426 Kirby Street on Thursday, December 10, 2020. The purpose of the assessment was to provide an opinion concerning the structural viability of the house and the feasibility of renovating the structure as opposed to demolishing the structure and replacing it. The purpose of the site visit was not to perform structural analysis or design pertaining to the structure. Therefore, no structural plans were produced and no structural calculations were performed. A list of limitations associated with the inspection and report is provided at the end of this report. This report provides a summary of the observed conditions and my evaluation and conclusions regarding the structural systems present in the structure. Photographs are provided in the report to help clarify observed conditions and conclusions.

I. Structural Inspection and Evaluation Activities

Dr. Brenda Robinson and Norman Robinson met Mrs. Shanna Sheffield at the house site. Dr. Robinson performed the following tasks to investigate the state of the single family residential structure:

- Conducted a visual, non-destructive assessment of the affected portions of the structure to document, photograph, and evaluate the site conditions;
- Communicated with Mrs. Sheffield at the site concerning the purpose of the visit and conversed with both Mr. Sheffield (by phone) and Mrs. Sheffield (in person) concerning my site observations and resulting conclusions;
- Researched weather data recorded in the general vicinity of the project site on the date of the inspection;
- Reviewed the Putnam County Property Appraiser's Database information;
- Located the property on Google Earth and printed photos from that source; and
- Prepared this report summarizing the results of the field investigation along with evaluations, conclusions, and recommendations.

II. Site Description and Background Information

The Sheffield single family residential structure is located at 426 Kirby Street, Palatka, Florida 32177. For this property, the Putnam County Property Appraiser's database provides the

following Parcel ID # 42-10-27-6850-0400-0021. According to the Property Appraisers database information the property consists of a land area dimensioned approximately 100.16 feet by 100.26 feet (0.23 acres). At the site vegetation was overgrown and in some locations growing into and on the exterior walls and roofs of the structure. The lot was relatively flat. There were no noticeable steep surfaces. The structure was vacant and in need of repairs both outside and inside.

III. General Description of Building and Structural Components

In this section, the materials and structural components are identified but the condition of these systems are not discussed in detail. According to the Putnam County data, the two story house was constructed in 1900. It is approximately 2374 SF including a 160 SF front porch and an 80 SF rear porch. Based upon some measurements taken of a few of the studs, ceiling joists and rafters on the second floor, some of these wood members were actual (not nominal) size 2” (thick) dimensional lumber.. Not all structural members were measured.

The house is a wood frame structure. The roof systems consist of a main gable roof, a side gable roof over a room, and several shed roofs over the two porches (front and rear) and over two rear rooms (one upstairs and one downstairs). Composition shingles cover the roof system as listed in the Putnam County Property Appraiser database information. Although most of the second floor roof was not visible from the ground, what appears to be shingles were seen in the locations where the roof surface was visible.

The exterior walls are constructed using balloon framing studs and wood siding (lap siding and sheathing). The sill beams, floor joists, ceiling joists, rafters, studs, headers and floors are wood framing members. The first floor is constructed off grade and supported on masonry piers. These piers vary in construction methods and materials. Some are constructed using bricks and some are constructed using concrete blocks.

For the purposes of this report, BRC will make correlations between the elevations and directions as follows: front elevation (south), the right elevation (east), the rear elevation (north), and the left elevation (west).

Views of the building elevations are presented in photographs. The remaining photographs represent conditions observed during the site inspection.

IV. Researched Weather Data

BRC obtained a copy of a weather history report for December 10, 2020, from the online website of The Weather Underground. This website utilizes weather data from various sources and compiles this data into an easily accessible and readable format. The weather data was recorded at the Putnam County Emergency Services Weathers Station| in Palatka, Florida, located approximately 3 miles southwest of the subject property. On December 10, 2020, the weather was clear and sunny. The lowest and highest temperatures for the day were as 47 and 67 degree Fahrenheit. The total rainfall was 0.00 inches and the maximum wind speed was 9 miles per hour.

V. Summary of Observed Conditions

- The house appears to have been vacant for a relatively long time.
- Vegetation on the lot was overgrown and in some locations damaging the exterior of the structure.
- On the exterior of the building, some of the exposed wood (especially on the right (east) side) is soiled, mildewed, rotted, damaged, missing and/or deteriorated.
- On the interior, much of the materials (including walls, ceilings, insulation, electrical wires, plumbing, insulation, etc.) have been removed such that structural members (studs, joists, beams, headers, etc.) were exposed.
- In general, the house is in need of complete renovation of all building elements including structural members, the electrical system, the plumbing system, and the heating ventilation and cooling system (HVAC). Thus, the few the electrical and/or mechanical elements present did not warrant attention.
- Based upon the overall appearance and geometry of the structure, the main structural support systems appear to be in good enough condition to be repaired. One exception was the rear porch which needs to be demolished and reconstructed.
- The piers supports vary in materials (brick and block), size, shape, spacing, height and condition. Some of the piers need to be repaired or replaced.
- For the main structure, many of the masonry piers (brick and concrete block) that were visible appeared to be structurally sound.
- The contractor should verify that adequate clearance exist between the ground and the wood supports and siding. Measurements were not taken around the perimeter of the house. But it appears that at least 18" vertical clearance existed in many locations.
- One corner pier on the left (west) side of the house that supports the rear (north) room (or addition) appears rotated (leaning). This pier needs to be properly aligned and/or replaced. It may be necessary to install a footing below this pier.
- On the left side of the house, the rear room (possibly an addition), repairs to the floor, walls and rafters were noticeable. The floor system was completely open exposing installed pier supports and floor joists. The installation/repair of this floor system appears to be incomplete.
- Metal connectors are needed to strengthen the overall structure and to provide connectivity from the foundation system to the roof system as required by the Florida Building Code. Metal connectors (i.e., hurricane clips, anchor bolts, stud connectors, foundation straps) were not observed during the inspection. These connectors need to be added during construction.
- On the left rear side room, there is a vertical separation on the interior wall between the main house and the side room (the possible addition). This may have occurred due to the connection between the side room and the main structure being inadequate when constructed. Possibly, the wall separation could be due to some failure in the foundation system in the past. This may explain why foundation repair work was initiated in this room.

- Except in one location on the right (east) wall, the exterior walls of the main house are plumb and most of the siding is in place.
- On the right (east) wall, there is a section with displaced, broken and/or missing siding. This is in the vicinity of a deteriorated sill beam and broken/displaced wall studs (as viewed from the interior). In a limited section the damaged studs cause the wall to bow outward.
- The front elevation shows that the house appears to be relatively plumb (not leaning to either side).
- As best as can be observed from the ground the roof support system appears to be intact to a large degree. No obviously protruding or displaced roof members on the top of the roof are visible from the ground. However, from the ground there appears to be some small curvature on the roof line in the vicinity of the eaves. In a few places, some of the outlookers (supports in roof overhang area) are rotted.
- Except for the sill beam along the right side of the house, the sill beams around the main structure appear to be in good condition and can remain in place.
- The exposed sections of sill beam on the right side of the house that appears to be deteriorated should be replaced.
- Even the deteriorated sill beam still provides enough support for the floor system that from the exterior, the elevation of the floor system does not appear to be greatly displaced.
- Some windows are missing or broken. Other windows appear to be intact.
- Some doors are missing or removed from door frames. Visible door headers appear to be in fairly good condition.
- On the rear of the house the entire open porch is in such a damaged and deteriorated condition that the entire exterior open porch needs to be removed and replaced. The porch floor supports beam/joist, the floor planks and the roof system were broken and deteriorated as shown in the photographs of the rear and side of the porch.
- Interior walls and ceilings in the structure have been removed to exposed structural members.
- In general, the vast majority of the exposed structural members (studs, beams, floor joists, roof joists, rafters, headers) were in very good. These members appeared to be very structurally sound and can remain in place.
- There were a very few places where a few deteriorated members were visible or where a few members were missing. In all such locations, deteriorated members need to be removed and replaced (i.e. a few studs on the right (east) exterior wall and several ceiling/floor joist supporting the second floor in the south-west room (possibly living room area)).
- The exposed ceiling joists and rafters on the second floor appeared to be in very good condition.

- Based upon photos taken, either no rotted or badly damaged floors were present or such damage floors were not photographed. However, there were missing and damaged floor joists in at least one of the second floor rooms.
- No visible holes in the second story roof were photographed or noted. There were no noticeable signs of leakage or water damage on the floors. However, it is suspected that the roof needs to be replaced based upon the discolorations on roof decking and the state of visible roof surfaces.
- The floors in the house that were intact and walked upon during the inspection appeared to be strong and structural sound based upon the amount of support provided.
- The entire floor was missing in one room on the first floor. This was the room with the incomplete foundation repair.
- The in place staircase was structurally strong.
- Electrical, plumbing and mechanical systems were not observed or noted during the inspection. The main focus was on the structural members in the house.
- In summary, although some structural members were damaged and need to be replaced, the vast majority of the exposed structural members were in very good condition and can remain in place.
- Photographs are provided in this reports to document the conditions observed during the inspection. While care is made to accurately label all photographs it is possible that some error may exist.

VI. Exterior Conditions Observed

Lot Slope

Although the lot was overgrown with vegetation, it appeared to be relatively flat. Steep slopes were not observed. Therefore, it not anticipated that erosion from rain runoff will be problematic on the lot.



Front (South) View: Overgrown vegetation and relatively flat lot.



Left (West) View: Overgrown Vegetation and Relatively Flat lot.

Negative Grading

The house is off grade and supported on masonry piers. Based upon observations during the inspection, it does not appear that the lot grading will result in water damage to the foundation

High Grading

The main structure appears to be approximately 18" or more above grade. Based upon the photographs taken from the exterior, the side room on the west side of the house, the siding is closer to the grade level and does show some deterioration or rot at the bottom of the wall siding.



Right (West) Side Near Rear: Off grade Construction; Curvature in Upper Roof; Deteriorated outlookers; Vegetation near roof.

Gutters: No gutters were observed.



Left (West) Side View: Off grade construction; Relatively flat lot; Overgrown vegetation; Separation/Crack at roof intersection with side wall; Siding.



Second floor Roof Overhang: Damaged and deteriorated roof decking and outlookers



Left-Rear (North-West) View of Possible Addition: Roof Separation and patching.
Deterioration of siding at bottom; Leaning pier with nearby loose blocks.



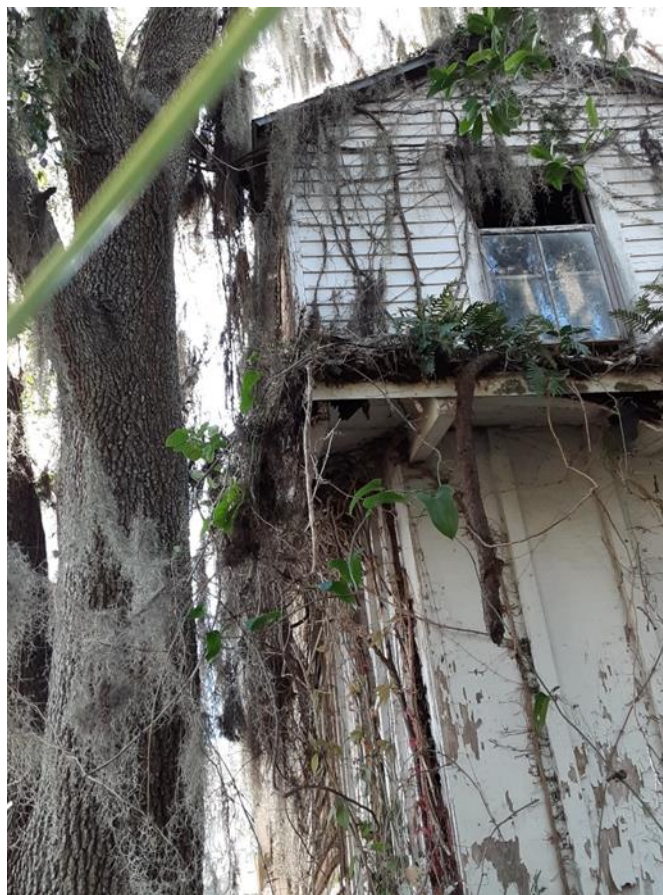
Left-Rear (North-West) View of Possible Addition: Roof Separation and patching.

Nearby Vegetation

Vegetation coming in contact with the house has helped to cause damage to siding, windows and other components.



Rear (North) View: Overgrown vegetation close to structure and in contact with roof.



Rear (North) View: Overgrown vegetation close to structure and in contact with roof; Broken window; Rotted/Damaged soffit; Mildewed/Deteriorated/Peeling wood siding.



Right-Front (South-East) Lower Corner: Nearby vegetation; Mildewed Siding.



Right (East) View: vegetation growing on wall and along roof overhang area.



Right (East) Wall and Roof Overhang: Mildewed siding and growing vegetation.



Right (East) Wall and Roof Overhang: Mildewed siding, vegetation, broken window and downspout.



Left (West) View near Front: Vegetation near and in contact with house; Relatively flat lot; exterior walls in fairly good condition.

Exterior Walls: Wood lap siding on most of the exterior walls was in fairly good conditions. On the right (east) side of the house, the wood lap siding has dark discolorations which may be mildew buildup and in some places was missing and/or damaged. In a section of the right wall, the siding was deformed (bowed outward). On some of the walls on the rear (north) and left rear (northwest) corner, the siding wood panels was damaged or deteriorated. See photographs.



Right (East) Wall Siding: Damaged and Missing siding.



Right (East) Wall Siding: Damaged and Missing siding.



Rear and Right Side: Vegetation impacting structure; damaged siding; deteriorated roof edge and overhang; broken window.

Downspouts:

On the left side of the house, what appeared to be a downspout was broken. While the top of the roof was not visible from the ground, due to the age of the house and the amount of repairs that will be needed, the roof will most likely need to be replaced. When that happens, new roof vents, gutters and downspouts can be installed.



Right (East) Side Wall: Downspout, damaged and mildewed siding.



Right (East) Side Wall: Downspout, damaged and mildewed siding.

Front Porch

The front porch floor was constructed of concrete. Which appeared to be in fair condition. No cracks or weak sections were observed on the floor of the front porch. The roof system for the porch appeared to be intact but stains on the exposed wood on the undersurface of the roof, appear to indicate that there were damaged places on the porch roof surface. Since the weather was clear (no rain) during the site visit, no leaks were observed.



Front (South) View: Showing stained/damaged/deteriorated wood soffit (ceiling) on the front porch.



Left Front (West-South) Corner: Vegetation damaging siding and growing on the front porch; damaged porch ceiling possible from room leakage in past, electric meter box locations visible.

Rear Porch

The rear porch was constructed of wood. This wood porch was badly deteriorated and needs to be removed and replaced. The joist/beam support below the porch was broken and displaced. The wood decking was deteriorated and had holes. Some roof rafters over the rear porch were broken and/or sagging.



Rear (North) View: Rear porch and side room with vegetation on the roof and walls; crack in rear step.



Rear Porch viewed from Left (west) side: The rear porch appears to be distorted (as if leaning toward the house). Perhaps, the orientation of the camera contributes to this slant. However, the rear porch is in very bad condition and needs to be demolished. A tree and other vegetation are growing very close to the structure.



Rear Porch: Spliced and Broken Rafter; Deteriorated/broken soffit; Rotted outlookers (roof overhang supports).



Rear Porch: Broken joist in contact with the ground; brick pier; block support without mortar and oriented with open cell horizontal; deteriorated and missing porch floor.

Rear Porch Rafters and Roof Sheathing: Roof sheathing was damaged and showed signs of past leakage (water stains) on the rear porch and in the small room adjacent to the rear porch. Damaged spliced and broken rafters existed on the rear porch



Rear Room Adjacent to Rear Porch: Roof sheathing damaged and showing signs of past leakage (water stains).

Crawlspace

The crawl space below that house was open on all sides. Along most sides, the vertical clearance appeared to be at least 18” in height. Looking under the house into the crawl space some of the following conditions were observed:

- **Piers:** Pier supports varied in materials, size, shape, and spacing. At least one pier at left rear (west-north) corner was out of plumb.



Pier: The photograph appears to show with added wood and loose blocks at top of brick pier



Pier Concrete block



Pier: Leaning and Propped Concrete block



Pier: Concrete block



Pier: Left Rear (West-North) room along back wall.



Pier: Rear Left (North West) Corner

- **Sagging floor joists:** One rear porch floor joist was broken with one end on the ground.
- **Sill beam rot:** The sill plate along the right (east) wall was deteriorated rotted and damaged (possibly by wood destroying organisms). No live wood destroying organism (WDO) were observed during the site visit.



Right (East) Sill Beam: Deteriorated/Rotted/WDO damaged sill beam;



Right (East) Sill Beam: Deteriorated/Rotted/WDO damaged sill beam.



Right (East) Sill Beam: Deteriorated/Rotted/WDO damaged sill beam.

- **Evidence of animals:** No animals were observed.
- **Mold or fungus:** None noted under the crawl space. The crawl space was NOT entered during the inspection.
- **Crumbling mortar joints:** No crumbling mortar was observed.
- **Repairs:** Additional poorly assembled piers supports were noticed under the rear porch. New pier and floor joist construction and was visible under the left rear room but the work was incomplete. Photographs are provided.
- **Evidence of wood-destroying organisms (WDO):** No live organisms were visible but holes possibly created WDO were visible on the right side sill beam.
- **Daylight through the foundation:** In at least one room, the entire floor system was removed.
- **Insulation and vapor-barrier orientation:** No insulation and vapor-barrier were observed in the crawl space.
- **Missing pier-to-beam connections:** No connections were observed.

Other Exterior Observations

- **Mortar joint condition:** Mortar joints on brick piers appeared to be in good condition. During construction when all piers are inspected by the contractor. Tuck pointing of mortar joints should be performed as deemed needed. Any piers showing deterioration of mortar or missing mortar should be repaired or replaced.

- **Loose bricks:** No loose bricks were noticed on existing brick piers. However, some loose concrete blocks were placed adjacent to one concrete block pier on the northwest side (at the corner of the room that appears to be an addition). In addition one pier appeared to have loose blocks added on top.
- **Vertical Cracks:** A vertical separation crack was observed along the roof and along an interior wall of a rear side room in the structure. To remedy this the structural connection at the vertical separation/crack must be strengthened by nailing and the addition of metal connector as needed as determined by the contractor. In general, the structural framing throughout the house needs to comply with nailing patterns in accordance with accepted construction practices and Florida Building Code (FBC) requirements.
- **Diagonal Cracks:** No Diagonal cracks were noticed.
- **Step Cracks:** A photograph appears to show cracks in the back steps leading to the rear porch. No other step cracks were noted during the site visit.
- **Wood in Contact with Soil:** The only place wood in contact with the soil was noticed was on the rear porch where a floor joist was broken and in contact with the ground. In all other location the wood floor system and was supported off grade on masonry piers.
- **Previous Repairs:** New repairs to the floor system for the Right-Rear (West-North) room appeared to be unfinished.

VII. Interior Conditions Observed

Much of the exposed structural framing members (rafters, ceiling joist, wall studs, floor joists, window headers, door headers, etc.) were in very good condition. The walls were constructed using balloon framing. Based upon observations and a few measurements taken at the site, the typical wall stud framing appeared to be 2"x4" (actual sized) members at approximately 16" o.c. On the second floor, roof rafters appeared to be 2"x" (actual) at 16" o.c. and roof joists appeared to be 2x6 at 16" o.c.. The ceiling/floor joist separating the first and second floor appeared to be 2x8 members at approximately 16" o.c.

All structural members that are still in good condition can remain in place. A relatively few structural members were deteriorated, broken or missing. Obviously, any such damaged members should be repaired, removed and/or replaced. During construction, the contractor should visually inspect all structural members and replace or repair members as needed. Nailing patterns, connectivity details and other framing requirements used for structural elements need to comply with Florida Building Code requirements. For example, metal connectors (i.e., sill plate anchor bolts, stud plates, straps, hurricane clips) should be installed to achieve structural strength and connectivity (from foundation to roof) to resist wind loads. The design professional responsible for producing the construction drawings should size and designate metal connectors and all other required structural components needed to resist the assumed design loads (including wind loads).

The following pictures show the observed conditions of some of structural members as seen from the interior of the house. Not all existing conditions are documented by photographs. In

general, the overall structural system of the house appeared to be structural adequate enough to be maintained and repaired as needed to comply with FBC requirements,

Rafters and Roof Decking: As shown in photographs, rafters on the rear porch were damaged. . Roof decking on the rear porch and the adjacent room were damaged. In the left rear (west-north) room (possible addition) rafters were broken and spliced. Rafters on the second floor of the house were in very good condition. Possible water stains exist on some of the roofing decking.

Repairs: Several photographs are provided to document the state of the repairs observed in the Left Rear (West-North) room. This work included foundation, floor and wall repair. More work is needed including new roof construction.

Roof and Wall Leaks: Roof and wall leaks would occur where holes or damage to the roof decking and wall siding exist. In locations where the materials appear to be darkened, these may be a locations of leakage. Some photographs show darkened materials on the roof and exterior walls. Due to the age of the structure, its extended vacancy, the condition of the first floor roofs, a new roof over the entire house is needed (most likely) and is recommended.

Sill Plate Anchor Bolts: No sill plate anchor bolts were observed. Anchor bolts and other metal connectors needed to comply with FBC requirements need throughout the house to provide connectivity and structural strength from the foundation to the roof as required by the Florida building Code.

Fiberglass Batt Insulation: Insulation was not observed at any locations in the house.

Floors: In general, the floor system (joists, subfloor and finish floor) still in place inside the main dwelling on both the first and second floors were structural strong in placed walked on during the inspection. There were some locations where the floor systems was missing due to repair activity. On the inside house floors that were walked on during the inspection, no sags or crown were noted or photographed

Electrical, Plumbing, Heating, Air Conditioning and Ventilation: These systems were not observed or inspected during the site visit. Since no photographs document the presence of any such systems, based upon observations, notes and photographs. These systems did not exist in total. A few electrical wire, plumbing pipes were present and may be present in a fee pictures. New electrical. Plumbing and Heating/AC and Ventilation will be needed throughout the house. The location of the existing electrical meter boxes (empty) are on the left front (west wall at south corner) of the house. This location is near the front porch and is shown.



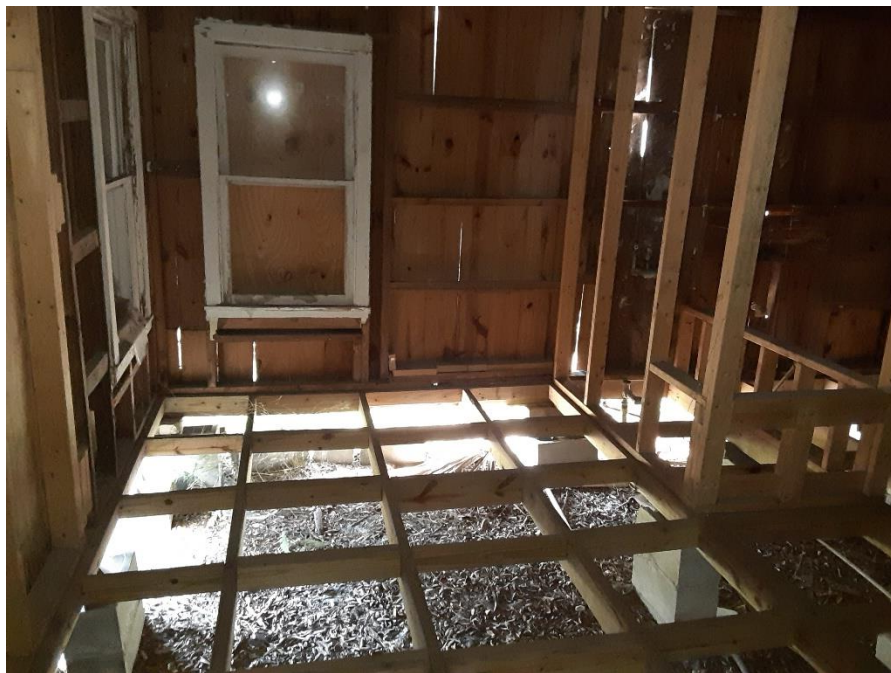
Left Rear (West-North) Room: New collar ties and wall construction; damaged and sliced rafters; water stains and holes in roof decking.



Left Rear (West-North) Room: New collar ties and wall construction; damaged and sliced rafters; water stains and holes in roof decking.



Left Rear (West-North) Room: Incomplete Wall and Floor Repair



Left Rear (West-North) Room: Wall and Floor Repair



Second Floor Roof Rafters, Roof Joist and Wall Studs: These appear to be in very good condition; Actual 2" dimensioned lumber; some wood staining on roof decking and wall siding. The roof slope was not measured but was relatively low.



Second Floor Roof Sheathing, Rafters, Roof Joist and Wall Studs: Staining of roof and wall members.



Second Floor Roof and Wall Corner Framing: The picture does not show a double top plate; No hurricane clips or other metal connectors are present.



Exterior Wall Framing: Balloon Framing; Structural Members in good condition; some darkened/stained siding.



Balloon wall studs and second story floor joists



Balloon Framing Wall studs, floor joist, floor decking and other structural members



First and Second Floor Wood Framing: The exposed members appear to be in good condition.



Exterior Wall: Walls and Window framing: very good condition of the studs and some other structural members; damage shown may have resulted from demolition activities.



Interior Wall Framing: View from Down Stairs Looking to Upstairs; studs in good condition, cut and removed ceiling/floor joists supporting second floor.



Corner Framing: Studs in good condition; 2x4 actual size studs.



Ceiling/Floor Joist and Subfloor for Second Floor: Structural Members in Very good Condition.



Interior Wall: Studs in very good condition.



Exterior Wall Right (East) Side: Missing Siding and Discolored Siding.



Exterior Wall and Windows: Some of the Studs, cripples and siding were damaged on the Right (West) exterior wall. In a limited section, the wall was bowing outward. In the photographs taken of this wall, all of the damage is not all visible.



Interior Wall and Door Framing:



Rotted/deteriorated ceiling/floor joist (front (south) room area). Some of the joist had been removed.



Staircase: Structural sound and fully Intact



Ceiling/Floor Joists Supporting Second Floor: Deteriorated members; some missing.

VIII. Conclusions and Recommendations

Based on observations at the property, it is my professional opinion that the structure can be renovated to conform to current Florida Building Code (FBC) requirements and be used as a residential structure after such modifications and repairs are completed. There are some additional investigations and calculations concerning the structure that need be made by the design professional (i.e. architect or engineer) to produce the construction drawings and to determine the adequacy of any questionable structural component (i.e., any leaning, displaced or deteriorated member).

However, all structural elements (including piers) that are well functioning (without signs of significant displacement, breakage or deterioration) can remain in place. Such components would be judged to be of adequate strength based upon past performance. However, even members deemed to be in good condition may need repairs still (i.e. metal connectors) to comply with FBC requirements.

Based upon the existing conditions, some structural repairs and improvements are needed throughout the structure. Any damaged, broken or missing structural members (sill beam, floor joist, studs, rafters, headers, etc.) should be replaced. Other structural members that are not damaged or deteriorated can remain in place. The fact that the members are still in good working condition is an indication that these elements were adequately sized to function as intended in the structure. The vast majority of all of the exposed structural members appear to be in very good structural condition.

The elements in need of repair can be adequately addressed by the design professional chosen to produce the construction drawings necessary for the construction permit. However, I make the following recommendations:

1. **Piers:** During construction the contractors should inspect each pier and perform any maintenance or repair needed. Any piers that are deteriorated need to be repaired or replaced. If any piers are replaced, it is recommended that a footing be installed at the location of the replaced pier. Any loose bricks or block should be installed with mortar. No active metal connectors for joining the piers to the floor support system were observed. To comply with Florida Building Code requirements, during construction the contractor needs to install metal connectors for code compliance.

The design and construction for the foundation supports must be adequate to support the loads such that the house continues to be stable. I recommend that each of the existing piers be evaluated and repaired as needed to ensure that the support is sufficiently strong.

2. **Sill Beam:** The sill beam was deteriorated for much of its length on the right side of the house. I recommend that this sill beam be replaced. During construction the contractor should verify that adequate clearance exists between the ground (grade) and the sill beams and wood siding.

3. **Metal connectors:** To resist lateral loads and uplift loads (i.e, wind loads), connectivity from the foundation to the roof structure is needed. This can be achieved by the addition of adequately sized metal connectors (i.e., Simpson Strong-tie connectors (or other) such as metal straps, anchor bolts, stud-to- plate ties, hurricane clips).

IX. Limitations, Exceptions and Exclusions

The conclusions, analysis, and opinions expressed herein have been prepared within a reasonable degree of certainty. They are based on the results and interpretations of the visual inspection activities performed at the site; the information available at the time the report was issued; and the education, training, knowledge, skill, and experience of Dr. Brenda Robinson a licensed professional engineer and certified general contractor.

Some observations and comments made in this report may be beyond the scope of those that would be made by a typical home inspector who may be performing the inspection in accordance with the InterNACHI Standard of Practice. Unless an exception has been made as evidenced by a stated observation and/or recommendation in this report, the InterNACHI Limitations, Exceptions and Exclusions from InterNACHI's Residential Standards of Practice which are listed below are applicable for this inspection report also. Indeed, due to the current state of the property some of the excluded inspection activities would not have been possible even if not excluded.

Limitations:

- An inspection is not technically exhaustive.
- An inspection will not identify concealed or latent defects.
- An inspection will not deal with aesthetic concerns, or what could be deemed matters of taste, cosmetic defects, etc.
- An inspection will not determine the suitability of the property for any use.
- An inspection does not determine the market value of the property or its marketability.
- An inspection does not determine the insurability of the property.
- An inspection does not determine the advisability or inadvisability of the purchase of the inspected property.
- An inspection does not determine the life expectancy of the property or any components or systems therein.
- An inspection does not include items not permanently installed.
- These Standards of Practice apply only to properties with four or fewer residential units.

Exclusions:

An inspector is not required to determine:

- property boundary lines or encroachments.
- the condition of any component or system that is not readily accessible.
- the service life expectancy of any component or system.
- the size, capacity, BTU, performance or efficiency of any component or system.
- the cause or reason of any condition.
- the cause for the need of correction, repair or replacement of any system or component.
- future conditions.
- compliance with codes or regulations.
- the presence of evidence of rodents, birds, animals, insects, or other pests.
- the presence of mold, mildew or fungus.
- the presence of airborne hazards, including radon.
- the air quality.

- the existence of environmental hazards, including lead paint, asbestos, or toxic drywall.
- the existence of electromagnetic fields.
- any hazardous waste conditions.
- any manufacturers' recalls or conformance with manufacturer installation, or any information included for consumer protection purposes.
- acoustical properties.
- correction, replacement or repair cost estimates.
- estimates of the cost to operate any given system.

The inspector is not required to operate:

- any system that is shut down.
- any system that does not function properly.
- or evaluate low-voltage electrical systems such as, but not limited to:
 - phone lines;
 - cable lines;
 - satellite dishes;
 - antennae;
 - lights; or
 - remote controls.
- any system that does not turn on with the use of normal operating controls.
- any shut-off valves or manual stop valves.
- any electrical disconnect or over-current protection devices.
- any alarm systems.
- moisture meters, gas detectors, or similar equipment.

The inspector is not required to:

- **move any personal items or other obstructions**, such as, but not limited to: throw rugs, carpeting, wall coverings, furniture, ceiling tiles, window coverings, equipment, plants, ice, debris, snow, water, dirt, pets, or anything else that might restrict the visual inspection.
- dismantle, open or uncover any system or component.
- enter or access any area that may, in the opinion of the inspector, be unsafe.
- **enter crawlspaces or other areas that may be unsafe or not readily accessible.**
- inspect underground items, such as, but not limited to: lawn-irrigation systems; or underground storage tanks (or indications of their presence), whether abandoned or actively used.
- do anything which may, in the inspector's opinion, be unsafe or dangerous to the inspector or others, or damage property, such as, but not limited to: walking on roof surfaces, climbing ladders, entering attic spaces, or negotiating with pets.
- inspect decorative items.
- inspect common elements or areas in multi-unit housing.
- inspect intercoms, speaker systems, or security systems.

- offer guarantees or warranties.
- offer or perform any engineering services.
- offer or perform any trade or professional service other than general home inspection.
- research the history of the property, or report on its potential for alteration, modification, extendibility or suitability for a specific or proposed use for occupancy.
- determine the age of construction or installation of any system, structure or component of a building, or differentiate between original construction and subsequent additions, improvements, renovations or replacements.
- determine the insurability of a property.
- perform or offer Phase 1 or environmental audits.

The contents of this report are intended for your use. BRC assumes no liability for the misuse of this information by others and reserves the right to update this report should additional information become available.

This document has been signed and sealed in accordance with applicable state statutes. If not signed and sealed by the licensed professional named and shown as its author, the findings, conclusions, and opinions cannot be relied upon; as such, the document has been provided for information purposes only. BRC appreciates this opportunity to be of service to you. If I can be of further assistance in this or other matters, please do not hesitate to contact me.

Sincerely,

Brenda Robinson

Dr. Brenda Robinson, P.E., C.G.C.
President and C.E.O.

Other Documents for Consideration

Certificate of Appropriateness HPB 21-19 426 Kirby Street

STAFF REPORT

DATE: September 2, 2021

TO: Historic Preservation Board members

FROM: Lisa Walsh
Planning Director

OWNERS: Allen Sheffield

Background

The Frame Vernacular home at this address was originally constructed between 1892 and 1897, per the Florida Master Site file. The original front porch has been removed and altered. The entire structure has fallen into disrepair, is vacant and not currently habitable. See Exhibit A for current photographs.

Application Request

The owner of this property desires to restore the structure to make it habitable and proposes extensive repairs and renovations. The proposed work includes the following and endeavors to maintain the historic look and design using updated materials:

- Restore the original sections of home using the existing structural footprint.
- Replace damaged sill beams and piers using like materials.
- Upgrade windows to more energy efficient vinyl windows with wood design.
- Demolish dilapidated rear addition and rebuild with slightly modified exterior architectural elements.
- Restore the second floor porch, extending the roof line and use slightly modified exterior architectural elements of the front porch and driveway.
- More details can be found in the table below:

Area of Home	Existing Design/Condition	Proposed Change
First Floor Front Porch	3 separate, 1-step risers; 1 in middle of front walkway; 1 to porch level and 1 to house floor level	Raise level of first floor front porch to existing final riser level. Have 3 stairs from existing level of front walkway to the top of the porch and fiberglass railings and spindles on both sides of stairs.
First Floor Front Porch	Four metal supporting posts from top of first floor porch to bottom of second floor porch, no railings.	Three Tuscan style 10" diameter fiberglass column posts. No railings for first floor porches.
Second Floor Front Porch	Uncovered second floor porch, therefore no supporting posts. Missing all railings.	Extend roof line to cover second floor porch, add 3 Tuscan style 10" diameter fiberglass circular posts and 42" high decorative spindles and hand railings between posts on the front and side of the second floor porches.
Previous Rear Addition	Dilapidated and unsafe rear addition with west kitchen wall caving in has a 2 nd floor east side porch and bedroom and rear first floor porch, laundry room, kitchen and unfinished bump out room.	Demolish entire previous addition and build a new addition on a poured slab retaining a smaller 2 nd floor east side porch; moving the 1 st floor rear porch to the east side; extending the rear wall of the home to where the existing rear porch ends and carrying the existing 1 st floor bump out on the east side of the home up to the 2 nd floor. New addition siding will be the same design with Hardie board fiber cement lap siding and painted with colors appropriate for the period.
Roof	Shingle roofing past the end of its life on original home, bay window and previous addition.	Install new metal roof over original home, bay window and new addition.
Windows and Doors	Extremely damaged	Windows – replace with vinyl windows of same design as existing window with dividers on the outside of the glass panes. Doors will be replaced with wooden doors with appropriate design and color for the period.
Driveway	Entrance blocked by curb added in recent street renovation and area covered by grass.	Will request City replace driveway previously removed from street to side and we will install a 9-foot wide gravel and/or mulch driveway starting at least 5.5 feet from the property line and 40 feet long on the east side of the home, starting from the top of the sidewalk.

As seen in the photos, this property has long suffered from neglect. The items the new owners have identified will closely restore this house back to its original design and make the structure a positive asset to the historical district and the City of Palatka.

Staff Recommendation

Staff recommends approval of a Certificate of Appropriateness for case number HPB 21-19 as the intended work will restore most of the original structure while creating a functional, habitable home that contributes to both the historic district and tax base.

Exhibit A
Current Photos

June 2021 – Current Condition of Home at 426 Kirby Street, Palatka, FL 32177

10



Page 1 of 3

June 2021 – Current Condition of Home at 426 Kirby Street, Palatka, FL 32177

//



Page 2 of 3

June 2021 – Current Condition of Home at 426 Kirby Street, Palatka, FL 32177

12



Page 3 of 3

Exhibit B

Proposed Elevations



13A

The Historic Preservation Board has met on September 2, 2021 and has approved your application with the following stipulations and conditions:

- 1) Utilize wood materials for the spindles, rails and on the exterior of window replacements, and column posts.
- 2) Make a concerted effort to locate wood instead of Hardie fiber cement board for exterior siding, and report to the Planning Director your findings, who will then forward the report to the Historic Preservation Board.
- 3) If wood siding materials cannot be located, Hardie fiber cement board materials (smooth texture) may be utilized on the north (side next to neighboring structure) and west (rear) sides of the structure, specifically the areas not visible from Kirkland or Kirby Streets.

Please include this document with any building permits you apply for through Putnam County. If you have any questions or issues, please do not hesitate to call me.

Wishing You Success,

Lisa Walsh

Lisa Walsh
Planning Director
City of Palatka

EDWARD SR. CONSTRUCTION, INC.
 225 CEDAR ST.
 CRESCENT CITY, FL. 32112
 BUSINESS#1-386-698-4815
 edwardsrconstru@aol.com

LICENSE# RC29027551/RB29003632

Job Invoice

DATE ORDERED 4/8/2022		ORDER TAKEN BY E. Mitchner.
SOLD TO Allen Sheffield		PHONE NO. 1-386-983-0055
426 Kirby St.		CUSTOMER ORDER #
Palatka, FL. 32177		JOB LOCATION Palatka
		JOB PHONE
		STARTING DATE
TERMS		

QTY.	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK
	2 x 4 x 10 syp studs	980 ea	14,800.00	
				This price may change in three months
	Zip board for roof	72 ea	3,744.00	
	8 x 8 x 24 beams to suport structure of house		481.00	
	2 x 12 x 14 p.t	21 ea	588.00	
				MISCELLANEOUS CHARGES
				This price does not include plumber, 80,000.00
	Novelty siding around outside of house			HVAC or Electrical services last I checked it was about this and that for all three
	3/4" plywood for floor tongue and groove	50 ea	3,050.00	
				TOTAL MISCELLANEOUS 80,000.00
				LABOR HRS. RATE AMOUNT
	Trussels on roof		9,280.00	
	Metal roof		9,580.00	
	Pier building for foundation of house 24ea		8,400.00	
	Fasteners strips and equipment		3,500.00	
	TOTAL MATERIALS			TOTAL LABOR 92,480.00

WORK ORDERED	TOTAL LABOR	92,480.00
DATE ORDERED	TOTAL MATERIALS	53,423.00
DATE COMPLETED	TOTAL MISCELLANEOUS	80,000.00
SUBTOTAL		
TAX		
GRAND TOTAL		225,903.00

CUSTOMER APPROVAL SIGNATURE _____

AUTHORIZED SIGNATURE Edward Mitchner

EDWARD SR. CONSTRUCTION, INC.
225 CEDAR ST.
CRESCENT CITY, FL. 32112
BUSINESS# 1-386-977-1012
edwardsrconstru@aol.com

Page 1

Job Invoice

License: CBC1267051/CCC1335012

SOLD TO Allen Sheffield		DATE ORDERED 9/16/2024	ORDER TAKEN BY E. Mitchner
426 Kirby St		PHONE NO. 1-386-983-0055	CUSTOMER ORDER #
Palatka, FL. 32177		JOB LOCATION Palatka	
		JOB PHONE	STARTING DATE
		TERMS	

QTY.	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK			
	Move in minor equipment to						
	jack house from foundation pirs						
	Install new pirs where needed						
	Remove rotten 8 x 8 beams						
	all from bottom of house and						
	replace with new 8 x 8 beams						
	Sister to rotten floor joist 2 x 10						
	syp						
	Install 2 x 4 bottom plate to upper						
	and lower floor for fire break						
	Remove over half of wall studs						
	due to termite damage or rot						
	Install new roof						
TOTAL MATERIALS				TOTAL LABOR			

WORK ORDERED	TOTAL LABOR
DATE ORDERED	TOTAL MATERIALS
DATE COMPLETED	TOTAL MISCELLANEOUS
	SUBTOTAL
CUSTOMER APPROVAL SIGNATURE	TAX
AUTHORIZED SIGNATURE Edward Mitchner	GRAND TOTAL

Page 2

Job Invoice

DATE ORDERED
9/16/2024

ORDER TAKEN BY
E. Mitchner

SOLD TO
Allen Sheffield

PHONE NO.
1-386-983-0055

CUSTOMER ORDER #

426 Kirby St

JOB LOCATION
Palatka

Palatka, FL. 32177

JOB PHONE

STARTING DATE

TERMS

WORK ORDERED	TOTAL LABOR	
DATE ORDERED	TOTAL MATERIALS	81,894.00
DATE COMPLETED	TOTAL MISCELLANEOUS	
	SUBTOTAL	
CUSTOMER APPROVAL SIGNATURE _____	TAX	
AUTHORIZED SIGNATURE <i>Edward Mitchner</i>	GRAND TOTAL	163,894.00

Page 794 of 875

EDWARD SR. CONSTRUCTION, INC.
225 CEDAR ST.
CRESCENT CITY, FL. 32112
BUSINESS# 1-386-977-1012
edwardsrconstru@aol.com

Page 3

Job Invoice

License: CBC1267051/CCC1335012

License: CBC1267051/CCC1335012		DATE ORDERED 9/16/2024	ORDER TAKEN BY E. Mitchner
SOLD TO Allen Sheffield		PHONE NO. 1-386-983-0055	CUSTOMER ORDER #
426 Kirby St		JOB LOCATION Palatka	
Palatka, FL. 32177		JOB PHONE	STARTING DATE
		TERMS	

[illegible]

WORK ORDERED	TOTAL LABOR	
DATE ORDERED	TOTAL MATERIALS	
DATE COMPLETED	TOTAL MISCELLANEOUS	
	SUBTOTAL	
CUSTOMER APPROVAL SIGNATURE _____	TAX	
AUTHORIZED SIGNATURE <i>Edward Mitchner</i>	GRAND TOTAL	\$7,200.00

Page 795 of 875

$$\begin{array}{r}
 225,903 \text{ Total} \\
 80,000 \text{ Less Trades} \\
 \hline
 145,903 \\
 + \text{ } \# 15\% \text{ increase since Apr 22 quote} \\
 \hline
 167,788
 \end{array}$$

$$\begin{array}{r}
 \div 2,692 \text{ Total Sqft} \\
 \hline
 62.33 \text{ per Sqft} \\
 \times 1,234 \text{ Original Structure Sqft.} \\
 \hline
 76,913 \text{ Reconstruction Estimate} \\
 7,200 \text{ Demo Cost} \\
 \hline
 84,113
 \end{array}$$

$$\begin{array}{r}
 163,894 \text{ Estimate to Renovate} \\
 \rightarrow 84,113 \text{ Reconstruction Est} \\
 \hline
 79,781 \text{ ~~Additional~~ Cost}
 \end{array}$$

June 2021 – Current Condition of Home at 426 Kirby Street, Palatka, FL 32177



June 2021 – Current Condition of Home at 426 Kirby Street, Palatka, FL 32177



June 2021 – Current Condition of Home at 426 Kirby Street, Palatka, FL 32177



426 Kirby St. after Demolition of Rear and Side Additions – June 2024



426 Kirby St. after Demolition of Rear and Side Additions – June 2024



426 Kirby St. after Demolition of Rear and Side Additions – June 2024



Elizabeth van Rensburg
Chair

Allen Sheffield
Vice Chair

Breanna Pierce
Board Member

Larry F. Beaton
Board Member

Patti Vogt
Board Member

Timothy Jefferson
Board Member

Christopher Hollister
Board Member

Mary Jane Rosa
Alternate

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

JANE WEST, ESQ.
CITY ATTORNEY

LORENZO AGHEMO, MRP
PLANNING DIRECTOR



AGENDA
HISTORIC PRESERVATION BOARD MEETING
September 5, 2024 at 4:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call
- d. Meeting Purpose Disclosure
- e. Appeal Procedures & ExParte Communication

2. APPROVAL OF MINUTES

- a. July 11, 2024

3. PUBLIC COMMENTS

4. NEW BUSINESS

- a. HPB Case 24-21: Application for Certificate of Appropriateness for demolition. Owner: Allen Sheffield; Address: 426 Kirby St., Palatka, FL 32177; Parcel #42-10-27-6850-0400-0021

5. OTHER BUSINESS

- a. Patti Vogt requested a discussion on the Certificate of Appropriateness fees.

6. ADJOURN

Notices: Any person aggrieved by a decision of the Board may, within 15 days thereafter, apply to the City Commission for a review of the Board's decision. Such application must be filed with the City Manager in writing. Objections by property owners to National Register nomination(s) must be notarized to be included in the record. Section 54-4-74, Palatka Municipal Code.

Any person wishing to appeal any decision made by the Historic Preservation Board 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, at the applicant's expense, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.105.

Persons with disabilities requiring accommodations in order to participate in this meeting should contact the City Clerk's Office at 386-329-0100 at least 24 hours in advance to request accommodations.

Elizabeth van Rensburg
Chair

Allen Sheffield
Vice Chair

Breanna Pierce
Board Member

Larry F. Beaton
Board Member

Patti Vogt
Board Member

Timothy Jefferson
Board Member

Christopher Hollister
Board Member

Mary Jane Rosa
Alternate

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

JANE WEST, ESQ.
CITY ATTORNEY

LORENZO AGHEMO, MRP
PLANNING DIRECTOR



MINUTES
CITY OF PALATKA
July 11, 2024

1. CALL TO ORDER

The Vice Chair, Allen Sheffield, called the meeting to Order at 4:00 PM

a. Invocation

An invocation was led by Mr. Sheffield.

b. Pledge of Allegiance

The pledge of allegiance was led by Mr. Sheffield.

c. Roll Call

Present:

Christopher Hollister

Patti Vogt

Timothy Jefferson

Alternate Mary Jane Rosa

Allen Sheffield

Absent:

Breanna Pierce

Elizabeth van Rensburg

Larry Beaton (excused)

Also Present: Lorenzo Aghemo Planning Director, Sunni Krantz, City Clerk, Jane West, City Attorney, Renee' Brown, Planning Clerk; Sherri Farmer, Planner I; Andrew and Crystal Haig; Present via telecommunications technology: Pam Butler-Hughes, Customer Service Clerk

Mr. Aghemo advised Ms. Sherri Farmer will be leaving the City to return to the teaching profession.

d. Meeting Purpose Disclosure

The meeting purpose was read by Mr. Sheffield.

e. Appeal Procedures & ExParte Communication

The appeal procedures were read by Mr. Sheffield and time was allotted for ex parte disclosures. Mr.

MINUTES
Historic Preservation Board
July 11, 2024

Jefferson disclosed he informed the applicant of 4A that they would need to follow the historic preservation process in the city.

2. APPROVAL OF MINUTES

a. June 6th, 2024

Motion to approve by Vogt. Seconded by Alternate Rosa. The Motion passed unanimously.

3. PUBLIC COMMENTS - SPEAKERS LIMITED TO 3 MINUTES - NO ACTION TAKEN ON ITEMS. The floor was opened to public comment. Hearing none, the floor was closed to public comment.

4. NEW BUSINESS

a. HPB Case 24-12: various restoration and repair projects including but not limited to: windows, porch, roof; Owner: Round River Property Management, LLC; Address: 215 S. 4th St., Palatka, FL 32177 in the South Historic District. Parcel: 42-10-27-6850-0130-0022

Ms. Farmer presented the request for an after-the-fact certificate of appropriateness. The request includes exterior restoration to doors, siding and trim, roof, porch railing, rear balconies, and lighting. Staff has reviewed the application pursuant to the Palatka Municipal Code and the guidelines from the U.S. Department of the Interior Secretary and has determined that it is generally consistent with the pertinent regulations.

The applicants Andrew and Crystal Haig addressed the board. Mrs. Haig advised the front doors appear original. They will sand, freshen up, and color the original doors as they are very detailed.

Mr. Sheffield called for discussion on siding, trim, and roof repairs. Ms. Vogt expressed it appears these items will be the same and spoke in support of the new tin roof.

Motion to approve materials for the siding being pine, trim being white, and roof being aluminum by Vogt. Seconded by Jefferson. The Motion passed unanimously.

Mr. Sheffield called for discussion on the porch railing in the front. Ms. Vogt expressed the railings seem appropriate for the early 1900s. She also spoke in support of fans and lighting. Mr. Sheffield asked for discussion on the rear balconies. Mr. Sheffield spoke regarding removing the 3/4 wall and to replace with railings. Ms. Vogt asked regarding safety concerns. Ms. West advised the board reviews from a historical perspective. The applicant will have to deal with the County building department about matters regarding the building code. Ms. Rosa spoke supported taking the balcony back to what it would have looked like before it was enclosed with the 3/4 in the 1920/1930s.

Motion to approve the applicant's request to take off the portion of the balconies and replace the railing as by Mr. Jefferson. Seconded by Ms. Rosa. The motion passed unanimously.

Discussion commenced regarding the proposed lighting. Ms. Vogt spoke in support.

Motion to approve the lighting in the front of the doors and the two fans will be on the front porch as pictured by Ms. Vogt. Seconded by Ms. Rosa. The motion passed unanimously.

The applicants will be using this as a rental property for now, and plan to later live there once retired.

5. ADJOURN

Adjourn at 4:26 PM.

MINUTES
Historic Preservation Board
July 11, 2024

MINUTES
Historic Preservation Board
July 11, 2024
3



APPLICATION FOR CERTIFICATE OF APPROPRIATENESS (COA)

APPLICATION #: 24-21
DATE RECEIVED: 6-17-24
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

☐ \$50.00 (Administrative level) ☒ \$360.00 (HPB level) ☐ \$460.00 (After the fact)

- ☒ Application Fee
- ☒ Site Plan with dimensions
- ☐ Letter of Authorization for Agent is required if any person other than the property owner makes the application and acts on behalf of the owner.
- ☐ Plans – 2 copies for review drawn to scale
- ☒ Deed
- ☒ Photos - One (1) color photograph of the main façade of the site and photographs of any areas affected by the proposed project.
- ☐ Material(s) specifications and/or sample(s)
- ☐ Color samples.
- ☒ Demolition – Plans for what will be taking the demolished structure's place should be submitted.

Building & Site Information

1. Property Address: 426 Kirby St., Palatka, FL 32177
2. Parcel Number: 42-10-27-6850-0400-0021
3. Historic District: ☐ North or ☒ South

Property Owner/Applicant Information

Property Owner(s)

Name(s): Allen Sheffield
Mailing Address: 512 Mulholland Park, Palatka, FL 32177
Phone Number(s): 313-999-8698 Email: sheffield.properties@yahoo.com
Applicant Name(s): Allen and Shannah Sheffield

Agent/Contractor(s)

Name(s): _____
Mailing Address: _____
Phone Number(s): _____ Email: _____
Applicant Name(s): _____

Description of Requested Work

Please indicate the type of work requested:

- | | | | |
|---|---|---|--|
| ☐ Windows | ☐ Doors | ☐ Roof | ☐ Wood Repair |
| ☐ Porch | ☐ Fence | ☐ Signage | ☐ Exterior Painting |
| ☐ Addition | ☐ Alteration | ☒ Demolition | ☐ Relocation |
| ☐ New Construction | ☐ General Maintenance | ☐ Other: _____ | |
| Present Use of Property: | ☒ Single Family Residence | ☐ Multi-family Residence | ☐ Commercial |

Provide a detailed description of the proposed work to be performed: Complete demolition of the existing two story home in preparation for construction of a new home in the same foot print and similar style as noted in approved Certificate of Appropriateness HPB 21-19

This application submitted by:

Owner 1 (Print Name): Allen Sheffield

Signature of Owner 1: _____ Date: June 10, 2024

Owner 2 (Print Name): _____

Signature of Owner 2: _____ Date: _____

Print Agent Name: _____

Signature of Agent: _____ Date: _____

To Be Notarized

Name (Print Name): Allen Sheffield

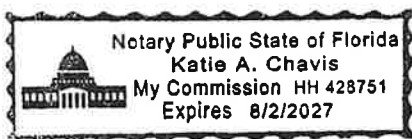
Signature: [Signature] Date: 6/14/24

STATE OF Florida County of Putnam

Before me this day personally appeared Allen Sheffield who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 14th day of June A.D. 2024.

(Notary Seal)



[Signature]
Notary Public
Katie A. Chavis



APPLICATION FOR CERTIFICATE OF APPROPRIATENESS (COA)

APPLICATION #: _____
DATE RECEIVED: _____
HEARING DATE: _____

My commission expires: 8/2/2027 State of Florida at Large.
Type of Identification Produced: A Driver's License

For Official Use Only

Date Submitted: _____ Received By: _____ Preliminary Review By: _____

Signs Posted By: _____

Required Attachments Reviewed:

☐ Proposed Site Plan
changing)

☐ LOA

☐ Legal Description

☐ Existing Elevations (if

☐ Product Information
changing)

☐ Plans (if addition)

☐ Photographs

☐ Proposed Elevations (if

Certification of Appropriateness Application for Complete Demolition of 426 Kirby Street, Palatka

At the time of purchase we anticipated having to make a decision as to whether the home should be completely demolished or could it be renovated through some combination of demo and restoration. We engaged a structural engineer to assess the property. That report is included as an attachment to this application. The assessment was limited to observations without the benefit of removing siding or other elements since we were told by the City planning office that absolutely no demolition or other work could be started without obtaining a Certificate of Appropriateness for the proposed improvements. See two pages included from the engineer's report (with the header: Structural Assessment for Residential Property Sheffield House) for what was visible to engineers at the time of their assessment.

Even with the limited view, the structural engineers' report recommended demolition of the rear addition due to its obvious extensive deterioration and risk of it negatively impacting the structure of the original section of the home. We obtained a Certificate of Appropriateness for the proposed plans (HPB 21-19) which included demolition of the rear addition and front porch.

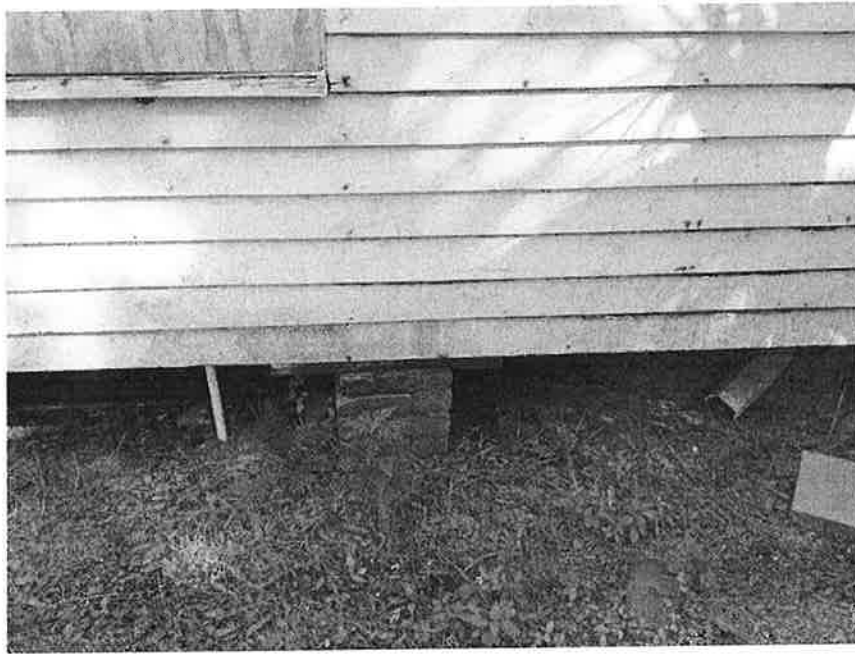
Before we were allowed to begin demolition and conduct further evaluation of the remaining sections of the home, we were told we could not just obtain a permit to demo, but we were required to have plans for the entire project reviewed and approved by the County and building as well as any and all permits required to cover the full scope of the planned renovations. While going through this process we install 2x4x8 pieces of lumber to various interior walls and 4x4 pieces of lumber to the exterior walls to prevent what appeared to be a slight shifting or leaning of the house.

All of the required permits were obtained. Upon demolition of the rear addition, front porch and removal of a few of the bottom rows of siding, we could see clearly that many aspects of the extremely poor condition of the structure had been hidden by the rear addition and siding, not visible to the structural engineer or us. Please see the pictures on the pages below.

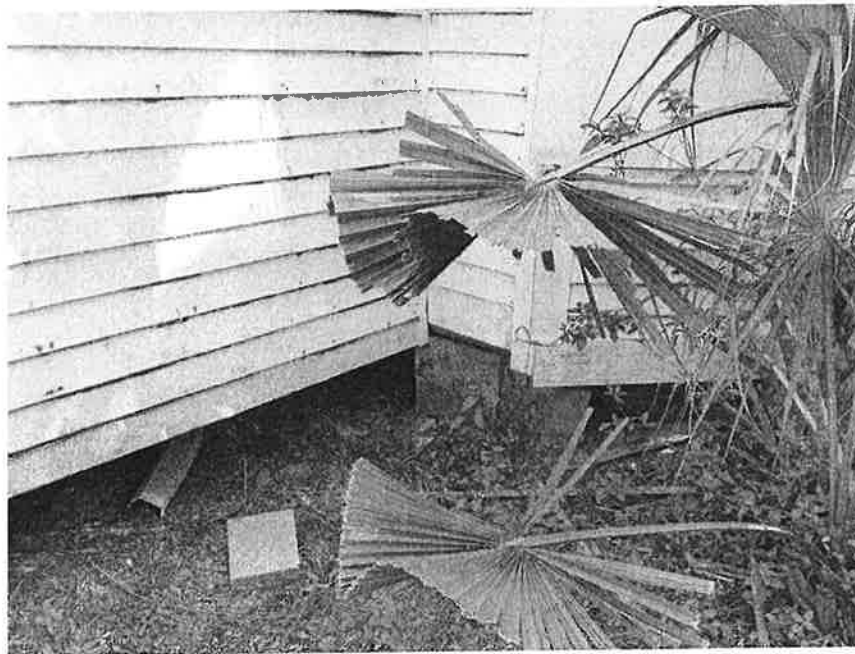
It has taken us quite a while to come to this decision. Even though the exterior of this home doesn't seem to have much architectural value (it is extremely plain visibly) and the entire interior has been gutted down to the studs (an many of those cut for some reason), we wanted to restore the home. Unfortunately, we have come to the conclusion that the entire two-story structure should be demolished. The structure is unsafe. Restoration of this home would be quite risky and costly, given the damage nature and man have done to its structural members.

We, therefore, request approval to completely demolish the existing two-story structure in preparation for building the very similar style home on the same foot print as approved by Certificate of Appropriateness HPB 21-19.

Our hope at this point is to save the original staircase, bookshelf and closet, three of the original windows and some of the original exterior siding for use in the new home construction.



Pier: The photograph appears to show with added wood and loose blocks at top of brick pier



Pier Concrete block



Left-Rear (North-West) View of Possible Addition: Roof Separation and patching.
Deterioration of siding at bottom; Leaning pier with nearby loose blocks.



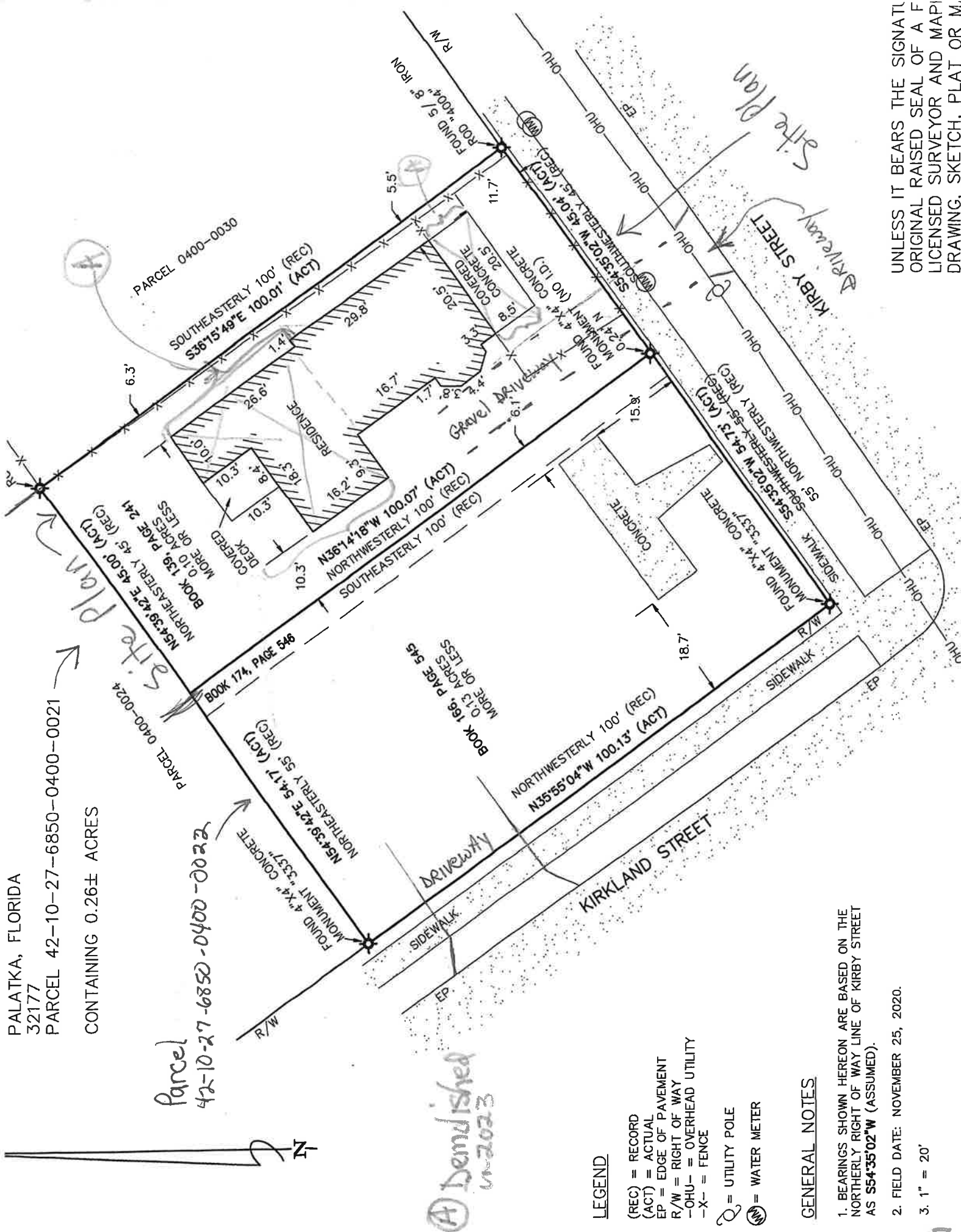
Left-Rear (North-West) View of Possible Addition: Roof Separation and patching.

CONTAINING 0.26± ACRES

parcel

42-10-27-6850-0400-0022

④ Deminished
w-2023



LEGEND

(REC) = RECORD
(ACT) = ACTUAL
EP = EDGE OF PAVEMENT
R/W = RIGHT OF WAY
--CHU-- = OVERHEAD UTILITY
--X-- = FENCE

Q_i = UTILITY POLE

④ = WATER METER

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF KIRBY STREET AS **S54°35'02"W** (ASSUMED).
2. FIELD DATE: NOVEMBER 25, 2020.
3. 1" = 20'

 $3.1'' = 20'$

UNLESS IT BEARS THE SIGNATURE OF THE ORIGINAL RAISED SEAL OF A FIDUCIARY LICENSED SURVEYOR AND MAP DRAWING, SKETCH, PLAT OR MAP.

B. Robinson Corporation

50 East 2nd Street, Suite #1, Jacksonville, Florida 32206
904-554-554-4633, brenda@brobinsoncorporation.com

Sheffield Residential Property Structural Assessment for Residential Property 426 Kirby Street, Palatka, Florida 32177



This report has been electronically signed and sealed by Dr. Brenda Robinson, P.E. on January 27, 2021 using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Brenda Robinson
Digitally signed by Brenda Robinson
Date: 2021.01.28 09:17:09 -05'00'

Dr. Brenda Robinson, P.E.
Principal Engineer
(Civil/Structural)
Florida License # 44767



January 28, 2021

Mrs. Shanna Sheffield
Mr. Allen Sheffield
426 Kirby Street
Palatka, Florida 32177

**Re: Structural Assessment for Residential Property
Sheffield House – Palatka, Florida**

Dear Mr. and Mrs. Sheffield:

As agreed, Dr. Brenda Robinson conducted a Residential Structural Assessment at the house located at 426 Kirby Street on Thursday, December 10, 2020. The purpose of the assessment was to provide an opinion concerning the structural viability of the house and the feasibility of renovating the structure as opposed to demolishing the structure and replacing it. The purpose of the site visit was not to perform structural analysis or design pertaining to the structure. Therefore, no structural plans were produced and no structural calculations were performed. A list of limitations associated with the inspection and report is provided at the end of this report. This report provides a summary of the observed conditions and my evaluation and conclusions regarding the structural systems present in the structure. Photographs are provided in the report to help clarify observed conditions and conclusions.

I. Structural Inspection and Evaluation Activities

Dr. Brenda Robinson and Norman Robinson met Mrs. Shanna Sheffield at the house site. Dr. Robinson performed the following tasks to investigate the state of the single family residential structure:

- Conducted a visual, non-destructive assessment of the affected portions of the structure to document, photograph, and evaluate the site conditions;
- Communicated with Mrs. Sheffield at the site concerning the purpose of the visit and conversed with both Mr. Sheffield (by phone) and Mrs. Sheffield (in person) concerning my site observations and resulting conclusions;
- Researched weather data recorded in the general vicinity of the project site on the date of the inspection;
- Reviewed the Putnam County Property Appraiser's Database information;
- Located the property on Google Earth and printed photos from that source; and
- Prepared this report summarizing the results of the field investigation along with evaluations, conclusions, and recommendations.

II. Site Description and Background Information

The Sheffield single family residential structure is located at 426 Kirby Street, Palatka, Florida 32177. For this property, the Putnam County Property Appraiser's database provides the

following Parcel ID # 42-10-27-6850-0400-0021. According to the Property Appraisers database information the property consists of a land area dimensioned approximately 100.16 feet by 100.26 feet (0.23 acres). At the site vegetation was overgrown and in some locations growing into and on the exterior walls and roofs of the structure. The lot was relatively flat. There were no noticeable steep surfaces. The structure was vacant and in need of repairs both outside and inside.

III. General Description of Building and Structural Components

In this section, the materials and structural components are identified but the condition of these systems are not discussed in detail. According to the Putnam County data, the two story house was constructed in 1900. It is approximately 2374 SF including a 160 SF front porch and an 80 SF rear porch. Based upon some measurements taken of a few of the studs, ceiling joists and rafters on the second floor, some of these wood members were actual (not nominal) size 2" (thick) dimensional lumber.. Not all structural members were measured.

The house is a wood frame structure. The roof systems consist of a main gable roof, a side gable roof over a room, and several shed roofs over the two porches (front and rear) and over two rear rooms (one upstairs and one downstairs). Composition shingles cover the roof system as listed in the Putnam County Property Appraiser database information. Although most of the second floor roof was not visible from the ground, what appears to be shingles were seen in the locations where the roof surface was visible.

The exterior walls are constructed using balloon framing studs and wood siding (lap siding and sheathing). The sill beams, floor joists, ceiling joists, rafters, studs, headers and floors are wood framing members. The first floor is constructed off grade and supported on masonry piers. These piers vary in construction methods and materials. Some are constructed using bricks and some are constructed using concrete blocks.

For the purposes of this report, BRC will make correlations between the elevations and directions as follows: front elevation (south), the right elevation (east), the rear elevation (north), and the left elevation (west).

Views of the building elevations are presented in photographs. The remaining photographs represent conditions observed during the site inspection.

IV. Researched Weather Data

BRC obtained a copy of a weather history report for December 10, 2020, from the online website of The Weather Underground. This website utilizes weather data from various sources and compiles this data into an easily accessible and readable format. The weather data was recorded at the Putnam County Emergency Services Weathers Station| in Palatka, Florida, located approximately 3 miles southwest of the subject property. On December 10, 2020, the weather was clear and sunny. The lowest and highest temperatures for the day were as 47 and 67 degree Fahrenheit. The total rainfall was 0.00 inches and the maximum wind speed was 9 miles per hour.

V. Summary of Observed Conditions

- The house appears to have been vacant for a relatively long time.
- Vegetation on the lot was overgrown and in some locations damaging the exterior of the structure.
- On the exterior of the building, some of the exposed wood (especially on the right (east) side) is soiled, mildewed, rotted, damaged, missing and/or deteriorated.
- On the interior, much of the materials (including walls, ceilings, insulation, electrical wires, plumbing, insulation, etc.) have been removed such that structural members (studs, joists, beams, headers, etc.) were exposed.
- In general, the house is in need of complete renovation of all building elements including structural members, the electrical system, the plumbing system, and the heating ventilation and cooling system (HVAC). Thus, the few the electrical and/or mechanical elements present did not warrant attention.
- Based upon the overall appearance and geometry of the structure, the main structural support systems appear to be in good enough condition to be repaired. One exception was the rear porch which needs to be demolished and reconstructed.
- The piers supports vary in materials (brick and block), size, shape, spacing, height and condition. Some of the piers need to be repaired or replaced.
- For the main structure, many of the masonry piers (brick and concrete block) that were visible appeared to be structurally sound.
- The contractor should verify that adequate clearance exist between the ground and the wood supports and siding. Measurements were not taken around the perimeter of the house. But it appears that at least 18" vertical clearance existed in many locations.
- One corner pier on the left (west) side of the house that supports the rear (north) room (or addition) appears rotated (leaning). This pier needs to be properly aligned and/or replaced. It may be necessary to install a footing below this pier.
- On the left side of the house, the rear room (possibly an addition), repairs to the floor, walls and rafters were noticeable. The floor system was completely open exposing installed pier supports and floor joists. The installation/repair of this floor system appears to be incomplete.
- Metal connectors are needed to strengthen the overall structure and to provide connectivity from the foundation system to the roof system as required by the Florida Building Code. Metal connectors (i.e., hurricane clips, anchor bolts, stud connectors, foundation straps) were not observed during the inspection. These connectors need to be added during construction.
- On the left rear side room, there is a vertical separation on the interior wall between the main house and the side room (the possible addition). This may have occurred due to the connection between the side room and the main structure being inadequate when constructed. Possibly, the wall separation could be due to some failure in the foundation system in the past. This may explain why foundation repair work was initiated in this room.

- Except in one location on the right (east) wall, the exterior walls of the main house are plumb and most of the siding is in place.
- On the right (east) wall, there is a section with displaced, broken and/or missing siding. This is in the vicinity of a deteriorated sill beam and broken/displaced wall studs (as viewed from the interior). In a limited section the damaged studs cause the wall to bow outward.
- The front elevation shows that the house appears to be relatively plumb (not leaning to either side).
- As best as can be observed from the ground the roof support system appears to be intact to a large degree. No obviously protruding or displaced roof members on the top of the roof are visible from the ground. However, from the ground there appears to be some small curvature on the roof line in the vicinity of the eaves. In a few places, some of the outlookers (supports in roof overhang area) are rotted.
- Except for the sill beam along the right side of the house, the sill beams around the main structure appear to be in good condition and can remain in place.
- The exposed sections of sill beam on the right side of the house that appears to be deteriorated should be replaced.
- Even the deteriorated sill beam still provides enough support for the floor system that from the exterior, the elevation of the floor system does not appear to be greatly displaced.
- Some windows are missing or broken. Other windows appear to be intact.
- Some doors are missing or removed from door frames. Visible door headers appear to be in fairly good condition.
- On the rear of the house the entire open porch is in such a damaged and deteriorated condition that the entire exterior open porch needs to be removed and replaced. The porch floor supports beam/joist, the floor planks and the roof system were broken and deteriorated as shown in the photographs of the rear and side of the porch.
- Interior walls and ceilings in the structure have been removed to exposed structural members.
- In general, the vast majority of the exposed structural members (studs, beams, floor joists, roof joists, rafters, headers) were in very good. These members appeared to be very structurally sound and can remain in place.
- There were a very few places where a few deteriorated members were visible or where a few members were missing. In all such locations, deteriorated members need to be removed and replaced (i.e. a few studs on the right (east) exterior wall and several ceiling/floor joist supporting the second floor in the south-west room (possibly living room area)).
- The exposed ceiling joists and rafters on the second floor appeared to be in very good condition.

- Based upon photos taken, either no rotted or badly damaged floors were present or such damage floors were not photographed. However, there were missing and damaged floor joists in at least one of the second floor rooms.
- No visible holes in the second story roof were photographed or noted. There were no noticeable signs of leakage or water damage on the floors. However, it is suspected that the roof needs to be replaced based upon the discolorations on roof decking and the state of visible roof surfaces.
- The floors in the house that were intact and walked upon during the inspection appeared to be strong and structural sound based upon the amount of support provided.
- The entire floor was missing in one room on the first floor. This was the room with the incomplete foundation repair.
- The in place staircase was structurally strong.
- Electrical, plumbing and mechanical systems were not observed or noted during the inspection. The main focus was on the structural members in the house.
- In summary, although some structural members were damaged and need to be replaced, the vast majority of the exposed structural members were in very good condition and can remain in place.
- Photographs are provided in this reports to document the conditions observed during the inspection. While care is made to accurately label all photographs it is possible that some error may exist.

VI. Exterior Conditions Observed

Lot Slope

Although the lot was overgrown with vegetation, it appeared to be relatively flat. Steep slopes were not observed. Therefore, it not anticipated that erosion from rain runoff will be problematic on the lot.



Front (South) View: Overgrown vegetation and relatively flat lot.



Left (West) View: Overgrown Vegetation and Relatively Flat lot.

Negative Grading

The house is off grade and supported on masonry piers. Based upon observations during the inspection, it does not appear that the lot grading will result in water damage to the foundation

High Grading

The main structure appears to be approximately 18" or more above grade. Based upon the photographs taken from the exterior, the side room on the west side of the house, the siding is closer to the grade level and does show some deterioration or rot at the bottom of the wall siding.



Right (West) Side Near Rear: Off grade Construction; Curvature in Upper Roof; Deteriorated outlookers; Vegetation near roof.

Gutters: No gutters were observed.



Left (West) Side View: Off grade construction; Relatively flat lot; Overgrown vegetation;
Separation/Crack at roof intersection with side wall; Siding.



Second floor Roof Overhang: Damaged and deteriorated roof decking and outlookers



Left-Rear (North-West) View of Possible Addition: Roof Separation and patching.
Deterioration of siding at bottom; Leaning pier with nearby loose blocks.



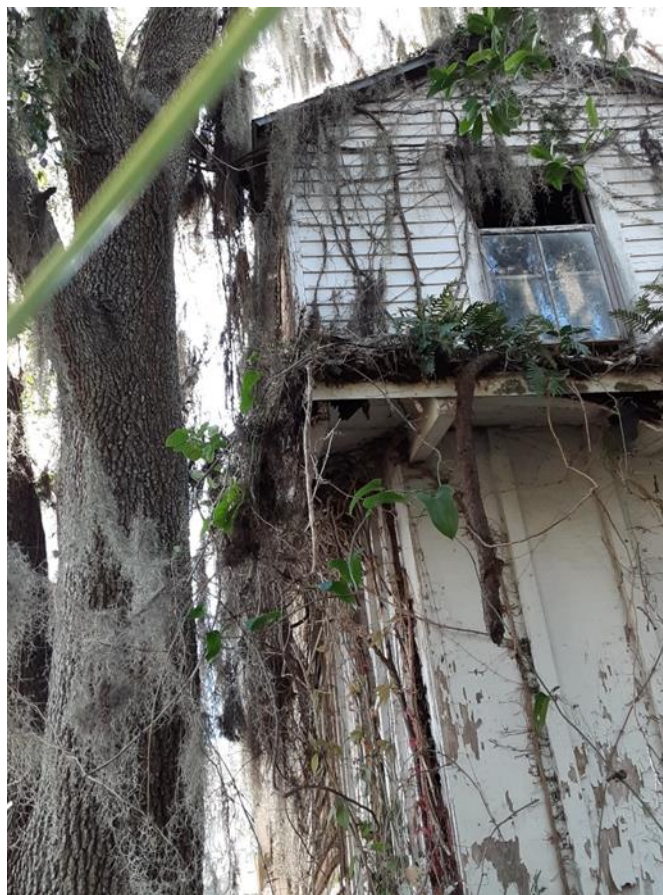
Left-Rear (North-West) View of Possible Addition: Roof Separation and patching.

Nearby Vegetation

Vegetation coming in contact with the house has helped to cause damage to siding, windows and other components.



Rear (North) View: Overgrown vegetation close to structure and in contact with roof.



Rear (North) View: Overgrown vegetation close to structure and in contact with roof; Broken window; Rotted/Damaged soffit; Mildewed/Deteriorated/Peeling wood siding.



Right-Front (South-East) Lower Corner: Nearby vegetation; Mildewed Siding.



Right (East) View: vegetation growing on wall and along roof overhang area.



Right (East) Wall and Roof Overhang: Mildewed siding and growing vegetation.



Right (East) Wall and Roof Overhang: Mildewed siding, vegetation, broken window and downspout.



Left (West) View near Front: Vegetation near and in contact with house; Relatively flat lot; exterior walls in fairly good condition.

Exterior Walls: Wood lap siding on most of the exterior walls was in fairly good conditions. On the right (east) side of the house, the wood lap siding has dark discolorations which may be mildew buildup and in some places was missing and/or damaged. In a section of the right wall, the siding was deformed (bowed outward). On some of the walls on the rear (north) and left rear (northwest) corner, the siding wood panels was damaged or deteriorated. See photographs.



Right (East) Wall Siding: Damaged and Missing siding.



Right (East) Wall Siding: Damaged and Missing siding.



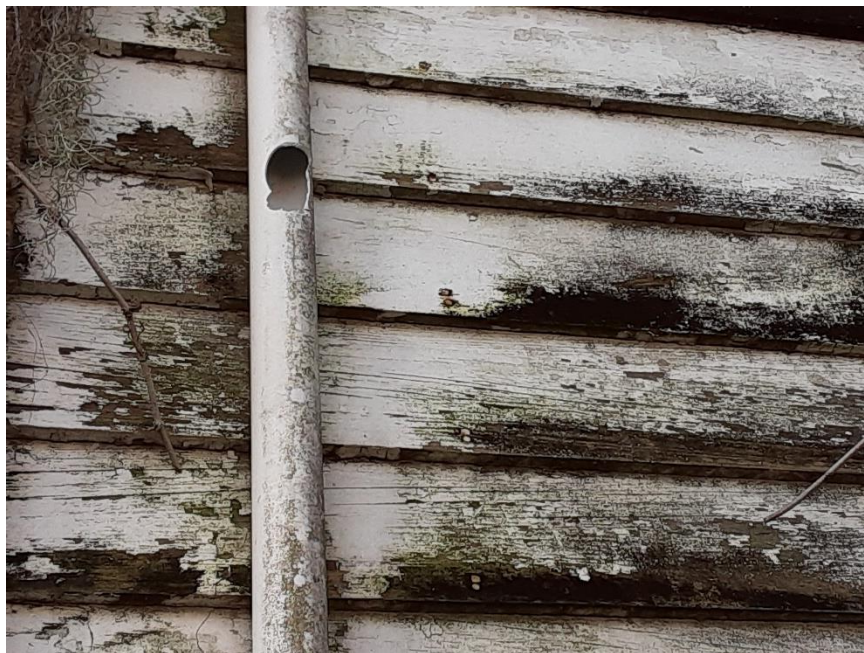
Rear and Right Side: Vegetation impacting structure; damaged siding; deteriorated roof edge and overhang; broken window.

Downspouts:

On the left side of the house, what appeared to be a downspout was broken. While the top of the roof was not visible from the ground, due to the age of the house and the amount of repairs that will be needed, the roof will most likely need to be replaced. When that happens, new roof vents, gutters and downspouts can be installed.



Right (East) Side Wall: Downspout, damaged and mildewed siding.



Right (East) Side Wall: Downspout, damaged and mildewed siding.

Front Porch

The front porch floor was constructed of concrete. Which appeared to be in fair condition. No cracks or weak sections were observed on the floor of the front porch. The roof system for the porch appeared to be intact but stains on the exposed wood on the undersurface of the roof, appear to indicate that there were damaged places on the porch roof surface. Since the weather was clear (no rain) during the site visit, no leaks were observed.



Front (South) View: Showing stained/damaged/deteriorated wood soffit (ceiling) on the front porch.



Left Front (West-South) Corner: Vegetation damaging siding and growing on the front porch; damaged porch ceiling possible from room leakage in past, electric meter box locations visible.

Rear Porch

The rear porch was constructed of wood. This wood porch was badly deteriorated and needs to be removed and replaced. The joist/beam support below the porch was broken and displaced. The wood decking was deteriorated and had holes. Some roof rafters over the rear porch were broken and/or sagging.



Rear (North) View: Rear porch and side room with vegetation on the roof and walls; crack in rear step.



Rear Porch viewed from Left (west) side: The rear porch appears to be distorted (as if leaning toward the house). Perhaps, the orientation of the camera contributes to this slant. However, the rear porch is in very bad condition and needs to be demolished. A tree and other vegetation is growing very close to the structure.



Rear Porch: Spliced and Broken Rafter; Deteriorated/broken soffit; Rotted outlookers (roof overhang supports).



Rear Porch: Broken joist in contact with the ground; brick pier; block support without mortar and oriented with open cell horizontal; deteriorated and missing porch floor.

Rear Porch Rafters and Roof Sheathing: Roof sheathing was damaged and showed signs of past leakage (water stains) on the rear porch and in the small room adjacent to the rear porch. Damaged spliced and broken rafters existed on the rear porch



Rear Room Adjacent to Rear Porch: Roof sheathing damaged and showing signs of past leakage (water stains).

Crawlspace

The crawl space below that house was open on all sides. Along most sides, the vertical clearance appeared to be at least 18" in height. Looking under the house into the crawl space some of the following conditions were observed:

- **Piers:** Pier supports varied in materials, size, shape, and spacing. At least one pier at left rear (west-north) corner was out of plumb.



Pier: The photograph appears to show with added wood and loose blocks at top of brick pier



Pier Concrete block



Pier: Leaning and Propped Concrete block



Pier: Concrete block



Pier: Left Rear (West-North) room along back wall.



Pier: Rear Left (North West) Corner

- **Sagging floor joists:** One rear porch floor joist was broken with one end on the ground.
- **Sill beam rot:** The sill plate along the right (east) wall was deteriorated rotted and damaged (possibly by wood destroying organisms). No live wood destroying organism (WDO) were observed during the site visit.



Right (East) Sill Beam: Deteriorated/Rotted/WDO damaged sill beam;



Right (East) Sill Beam: Deteriorated/Rotted/WDO damaged sill beam.



Right (East) Sill Beam: Deteriorated/Rotted/WDO damaged sill beam.

- **Evidence of animals:** No animals were observed.
- **Mold or fungus:** None noted under the crawl space. The crawl space was NOT entered during the inspection.
- **Crumbling mortar joints:** No crumbling mortar was observed.
- **Repairs:** Additional poorly assembled piers supports were noticed under the rear porch. New pier and floor joist construction and was visible under the left rear room but the work was incomplete. Photographs are provided.
- **Evidence of wood-destroying organisms (WDO):** No live organisms were visible but holes possibly created WDO were visible on the right side sill beam.
- **Daylight through the foundation:** In at least one room, the entire floor system was removed.
- **Insulation and vapor-barrier orientation:** No insulation and vapor-barrier were observed in the crawl space.
- **Missing pier-to-beam connections:** No connections were observed.

Other Exterior Observations

- **Mortar joint condition:** Mortar joints on brick piers appeared to be in good condition. During construction when all piers are inspected by the contractor. Tuck pointing of mortar joints should be performed as deemed needed. Any piers showing deterioration of mortar or missing mortar should be repaired or replaced.

- **Loose bricks:** No loose bricks were noticed on existing brick piers. However, some loose concrete blocks were placed adjacent to one concrete block pier on the northwest side (at the corner of the room that appears to be an addition). In addition one pier appeared to have loose blocks added on top.
- **Vertical Cracks:** A vertical separation crack was observed along the roof and along an interior wall of a rear side room in the structure. To remedy this the structural connection at the vertical separation/crack must be strengthened by nailing and the addition of metal connector as needed as determined by the contractor. In general, the structural framing throughout the house needs to comply with nailing patterns in accordance with accepted construction practices and Florida Building Code (FBC) requirements.
- **Diagonal Cracks:** No Diagonal cracks were noticed.
- **Step Cracks:** A photograph appears to show cracks in the back steps leading to the rear porch. No other step cracks were noted during the site visit.
- **Wood in Contact with Soil:** The only place wood in contact with the soil was noticed was on the rear porch where a floor joist was broken and in contact with the ground. In all other location the wood floor system and was supported off grade on masonry piers.
- **Previous Repairs:** New repairs to the floor system for the Right-Rear (West-North) room appeared to be unfinished.

VII. Interior Conditions Observed

Much of the exposed structural framing members (rafters, ceiling joist, wall studs, floor joists, window headers, door headers, etc.) were in very good condition. The walls were constructed using balloon framing. Based upon observations and a few measurements taken at the site, the typical wall stud framing appeared to be 2"x4" (actual sized) members at approximately 16" o.c. On the second floor, roof rafters appeared to be 2"x" (actual) at 16" o.c. and roof joists appeared to be 2x6 at 16" o.c.. The ceiling/floor joist separating the first and second floor appeared to be 2x8 members at approximately 16" o.c.

All structural members that are still in good condition can remain in place. A relatively few structural members were deteriorated, broken or missing. Obviously, any such damaged members should be repaired, removed and/or replaced. During construction, the contractor should visually inspect all structural members and replace or repair members as needed. Nailing patterns, connectivity details and other framing requirements used for structural elements need to comply with Florida Building Code requirements. For example, metal connectors (i.e., sill plate anchor bolts, stud plates, straps, hurricane clips) should be installed to achieve structural strength and connectivity (from foundation to roof) to resist wind loads. The design professional responsible for producing the construction drawings should size and designate metal connectors and all other required structural components needed to resist the assumed design loads (including wind loads).

The following pictures show the observed conditions of some of structural members as seen from the interior of the house. Not all existing conditions are documented by photographs. In

general, the overall structural system of the house appeared to be structural adequate enough to be maintained and repaired as needed to comply with FBC requirements,

Rafters and Roof Decking: As shown in photographs, rafters on the rear porch were damaged. . Roof decking on the rear porch and the adjacent room were damaged. In the left rear (west-north) room (possible addition) rafters were broken and spliced. Rafters on the second floor of the house were in very good condition. Possible water stains exist on some of the roofing decking.

Repairs: Several photographs are provided to document the state of the repairs observed in the Left Rear (West-North) room. This work included foundation, floor and wall repair. More work is needed including new roof construction.

Roof and Wall Leaks: Roof and wall leaks would occur where holes or damage to the roof decking and wall siding exist. In locations where the materials appear to be darkened, these may be a locations of leakage. Some photographs show darkened materials on the roof and exterior walls. Due to the age of the structure, its extended vacancy, the condition of the first floor roofs, a new roof over the entire house is needed (most likely) and is recommended.

Sill Plate Anchor Bolts: No sill plate anchor bolts were observed. Anchor bolts and other metal connectors needed to comply with FBC requirements need throughout the house to provide connectivity and structural strength from the foundation to the roof as required by the Florida building Code.

Fiberglass Batt Insulation: Insulation was not observed at any locations in the house.

Floors: In general, the floor system (joists, subfloor and finish floor) still in place inside the main dwelling on both the first and second floors were structural strong in placed walked on during the inspection. There were some locations where the floor systems was missing due to repair activity. On the inside house floors that were walked on during the inspection, no sags or crown were noted or photographed

Electrical, Plumbing, Heating, Air Conditioning and Ventilation: These systems were not observed or inspected during the site visit. Since no photographs document the presence of any such systems, based upon observations, notes and photographs. These systems did not exist in total. A few electrical wire, plumbing pipes were present and may be present in a fee pictures. New electrical. Plumbing and Heating/AC and Ventilation will be needed throughout the house. The location of the existing electrical meter boxes (empty) are on the left front (west wall at south corner) of the house. This location is near the front porch and is shown.



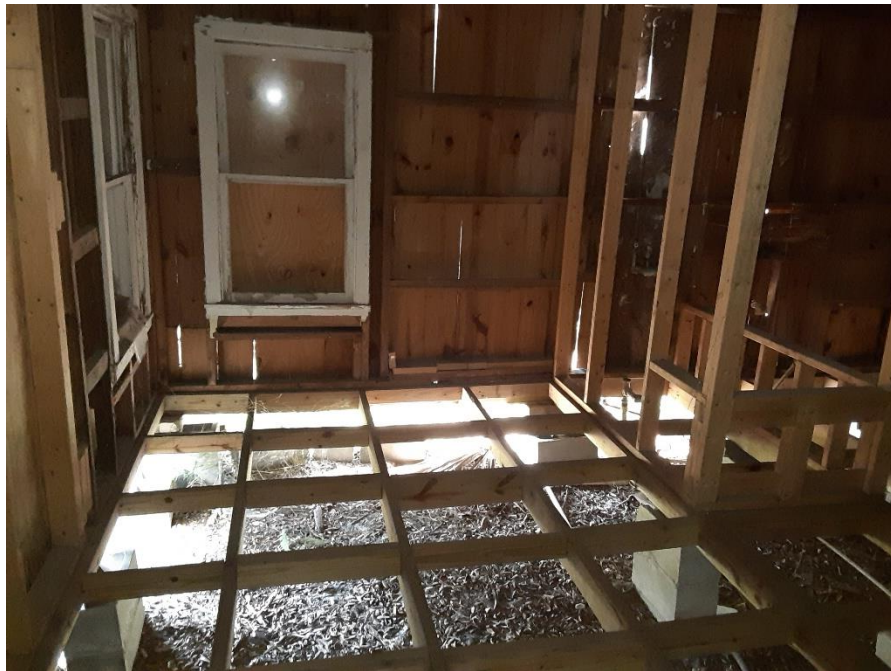
Left Rear (West-North) Room: New collar ties and wall construction; damaged and sliced rafters; water stains and holes in roof decking.



Left Rear (West-North) Room: New collar ties and wall construction; damaged and sliced rafters; water stains and holes in roof decking.



Left Rear (West-North) Room: Incomplete Wall and Floor Repair



Left Rear (West-North) Room: Wall and Floor Repair



Second Floor Roof Rafters, Roof Joist and Wall Studs: These appear to be in very good condition; Actual 2" dimensioned lumber; some wood staining on roof decking and wall siding. The roof slope was not measured but was relatively low.



Second Floor Roof Sheathing, Rafters, Roof Joist and Wall Studs: Staining of roof and wall members.



Second Floor Roof and Wall Corner Framing: The picture does not show a double top plate; No hurricane clips or other metal connectors are present.



Exterior Wall Framing: Balloon Framing; Structural Members in good condition; some darkened/stained siding.



Balloon wall studs and second story floor joists



Balloon Framing Wall studs, floor joist, floor decking and other structural members



First and Second Floor Wood Framing: The exposed members appear to be in good condition.



Exterior Wall: Walls and Window framing: very good condition of the studs and some other structural members; damage shown may have resulted from demolition activities.



Interior Wall Framing: View from Down Stairs Looking to Upstairs; studs in good condition, cut and removed ceiling/floor joists supporting second floor.



Corner Framing: Studs in good condition; 2x4 actual size studs.



Ceiling/Floor Joist and Subfloor for Second Floor: Structural Members in Very good Condition.



Interior Wall: Studs in very good condition.



Exterior Wall Right (East) Side: Missing Siding and Discolored Siding.



Exterior Wall and Windows: Some of the Studs, cripples and siding were damaged on the Right (West) exterior wall. In a limited section, the wall was bowing outward. In the photographs taken of this wall, all of the damage is not all visible.



Interior Wall and Door Framing:



Rotted/deteriorated ceiling/floor joist (front (south) room area). Some of the joist had been removed.



Staircase: Structural sound and fully Intact



Ceiling/Floor Joists Supporting Second Floor: Deteriorated members; some missing.

VIII. Conclusions and Recommendations

Based on observations at the property, it is my professional opinion that the structure can be renovated to conform to current Florida Building Code (FBC) requirements and be used as a residential structure after such modifications and repairs are completed. There are some additional investigations and calculations concerning the structure that need be made by the design professional (i.e. architect or engineer) to produce the construction drawings and to determine the adequacy of any questionable structural component (i.e., any leaning, displaced or deteriorated member).

However, all structural elements (including piers) that are well functioning (without signs of significant displacement, breakage or deterioration) can remain in place. Such components would be judged to be of adequate strength based upon past performance. However, even members deemed to be in good condition may need repairs still (i.e. metal connectors) to comply with FBC requirements.

Based upon the existing conditions, some structural repairs and improvements are needed throughout the structure. Any damaged, broken or missing structural members (sill beam, floor joist, studs, rafters, headers, etc.) should be replaced. Other structural members that are not damaged or deteriorated can remain in place. The fact that the members are still in good working condition is an indication that these elements were adequately sized to function as intended in the structure. The vast majority of all of the exposed structural members appear to be in very good structural condition.

The elements in need of repair can be adequately addressed by the design professional chosen to produce the construction drawings necessary for the construction permit. However, I make the following recommendations:

1. **Piers:** During construction the contractors should inspect each pier and perform any maintenance or repair needed. Any piers that are deteriorated need to be repaired or replaced. If any piers are replaced, it is recommended that a footing be installed at the location of the replaced pier. Any loose bricks or block should be installed with mortar. No active metal connectors for joining the piers to the floor support system were observed. To comply with Florida Building Code requirements, during construction the contractor needs to install metal connectors for code compliance.

The design and construction for the foundation supports must be adequate to support the loads such that the house continues to be stable. I recommend that each of the existing piers be evaluated and repaired as needed to ensure that the support is sufficiently strong.

2. **Sill Beam:** The sill beam was deteriorated for much of its length on the right side of the house. I recommend that this sill beam be replaced. During construction the contractor should verify that adequate clearance exists between the ground (grade) and the sill beams and wood siding.

3. **Metal connectors:** To resist lateral loads and uplift loads (i.e, wind loads), connectivity from the foundation to the roof structure is needed. This can be achieved by the addition of adequately sized metal connectors (i.e., Simpson Strong-tie connectors (or other) such as metal straps, anchor bolts, stud-to- plate ties, hurricane clips).

IX. Limitations, Exceptions and Exclusions

The conclusions, analysis, and opinions expressed herein have been prepared within a reasonable degree of certainty. They are based on the results and interpretations of the visual inspection activities performed at the site; the information available at the time the report was issued; and the education, training, knowledge, skill, and experience of Dr. Brenda Robinson a licensed professional engineer and certified general contractor.

Some observations and comments made in this report may be beyond the scope of those that would be made by a typical home inspector who may be performing the inspection in accordance with the InterNACHI Standard of Practice. Unless an exception has been made as evidenced by a stated observation and/or recommendation in this report, the InterNACHI Limitations, Exceptions and Exclusions from InterNACHI's Residential Standards of Practice which are listed below are applicable for this inspection report also. Indeed, due to the current state of the property some of the excluded inspection activities would not have been possible even if not excluded.

Limitations:

- An inspection is not technically exhaustive.
- An inspection will not identify concealed or latent defects.
- An inspection will not deal with aesthetic concerns, or what could be deemed matters of taste, cosmetic defects, etc.
- An inspection will not determine the suitability of the property for any use.
- An inspection does not determine the market value of the property or its marketability.
- An inspection does not determine the insurability of the property.
- An inspection does not determine the advisability or inadvisability of the purchase of the inspected property.
- An inspection does not determine the life expectancy of the property or any components or systems therein.
- An inspection does not include items not permanently installed.
- These Standards of Practice apply only to properties with four or fewer residential units.

Exclusions:

An inspector is not required to determine:

- property boundary lines or encroachments.
- the condition of any component or system that is not readily accessible.
- the service life expectancy of any component or system.
- the size, capacity, BTU, performance or efficiency of any component or system.
- the cause or reason of any condition.
- the cause for the need of correction, repair or replacement of any system or component.
- future conditions.
- compliance with codes or regulations.
- the presence of evidence of rodents, birds, animals, insects, or other pests.
- the presence of mold, mildew or fungus.
- the presence of airborne hazards, including radon.
- the air quality.

- the existence of environmental hazards, including lead paint, asbestos, or toxic drywall.
- the existence of electromagnetic fields.
- any hazardous waste conditions.
- any manufacturers' recalls or conformance with manufacturer installation, or any information included for consumer protection purposes.
- acoustical properties.
- correction, replacement or repair cost estimates.
- estimates of the cost to operate any given system.

The inspector is not required to operate:

- any system that is shut down.
- any system that does not function properly.
- or evaluate low-voltage electrical systems such as, but not limited to:
 - phone lines;
 - cable lines;
 - satellite dishes;
 - antennae;
 - lights; or
 - remote controls.
- any system that does not turn on with the use of normal operating controls.
- any shut-off valves or manual stop valves.
- any electrical disconnect or over-current protection devices.
- any alarm systems.
- moisture meters, gas detectors, or similar equipment.

The inspector is not required to:

- move any personal items or other obstructions, such as, but not limited to: throw rugs, carpeting, wall coverings, furniture, ceiling tiles, window coverings, equipment, plants, ice, debris, snow, water, dirt, pets, or anything else that might restrict the visual inspection.
- dismantle, open or uncover any system or component.
- enter or access any area that may, in the opinion of the inspector, be unsafe.
- enter crawlspaces or other areas that may be unsafe or not readily accessible.
- inspect underground items, such as, but not limited to: lawn-irrigation systems; or underground storage tanks (or indications of their presence), whether abandoned or actively used.
- do anything which may, in the inspector's opinion, be unsafe or dangerous to the inspector or others, or damage property, such as, but not limited to: walking on roof surfaces, climbing ladders, entering attic spaces, or negotiating with pets.
- inspect decorative items.
- inspect common elements or areas in multi-unit housing.
- inspect intercoms, speaker systems, or security systems.

- offer guarantees or warranties.
- offer or perform any engineering services.
- offer or perform any trade or professional service other than general home inspection.
- research the history of the property, or report on its potential for alteration, modification, extendibility or suitability for a specific or proposed use for occupancy.
- determine the age of construction or installation of any system, structure or component of a building, or differentiate between original construction and subsequent additions, improvements, renovations or replacements.
- determine the insurability of a property.
- perform or offer Phase 1 or environmental audits.

The contents of this report are intended for your use. BRC assumes no liability for the misuse of this information by others and reserves the right to update this report should additional information become available.

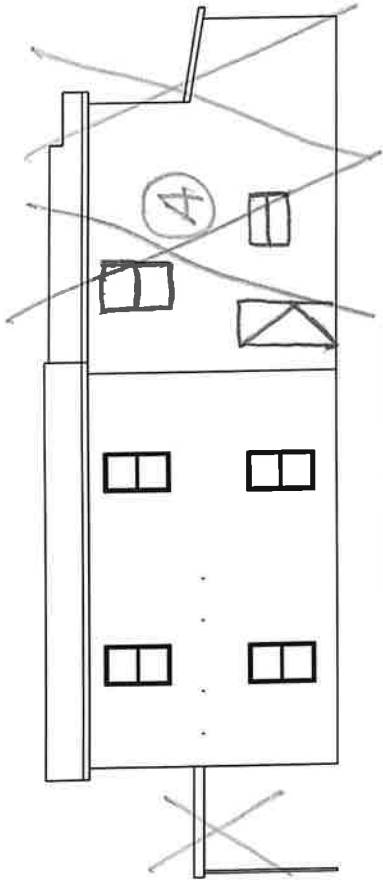
This document has been signed and sealed in accordance with applicable state statutes. If not signed and sealed by the licensed professional named and shown as its author, the findings, conclusions, and opinions cannot be relied upon; as such, the document has been provided for information purposes only. BRC appreciates this opportunity to be of service to you. If I can be of further assistance in this or other matters, please do not hesitate to contact me.

Sincerely,

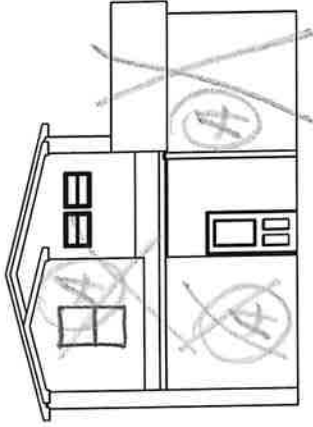
Brenda Robinson

Dr. Brenda Robinson, P.E., C.G.C.
President and C.E.O.

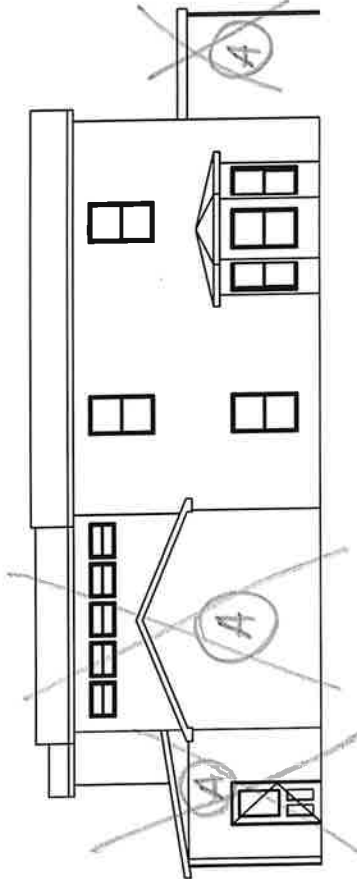
Other Documents for Consideration



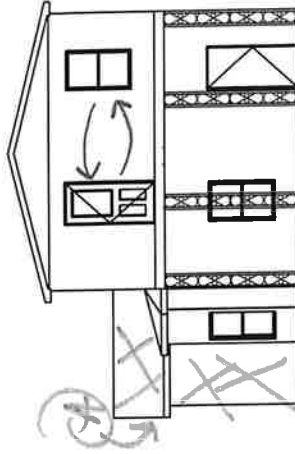
RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



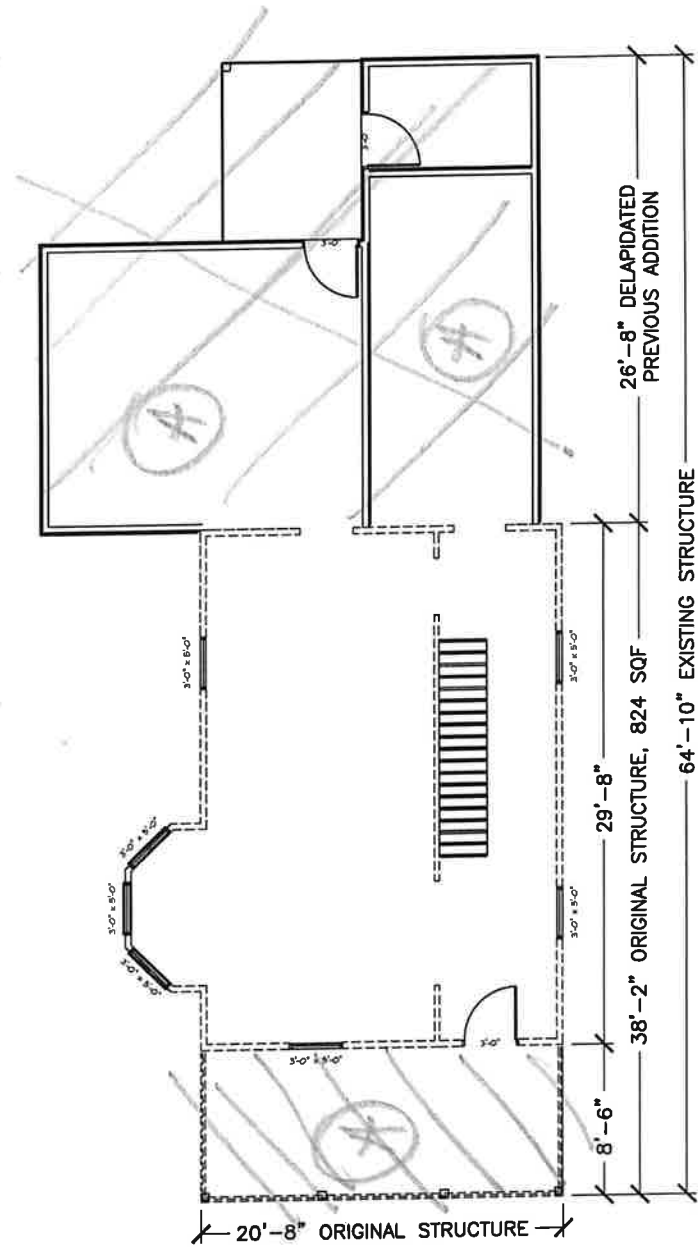
FRONT ELEVATION

EXISTING
ELEVATIONS

426 KIRBY STREET		
Sam	4/20	3/32"=1'-0"

SHEET 1 OF 52

(A) Demolished in 2023 as first
phase of renovation under
Certificate of Appropriateness
HPB 21-19.



EXISTING
FOOTPRINT

1476 EXISTING SQF (REF)

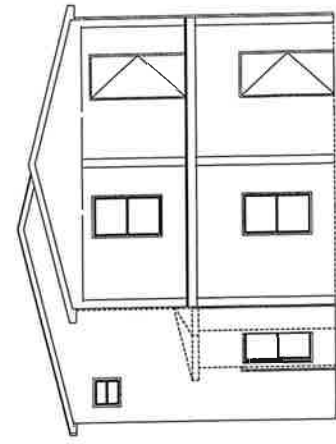
426 KIRBY STREET		
Sam	4/20	1/8"=1'-0"

SHEET 2 OF 52

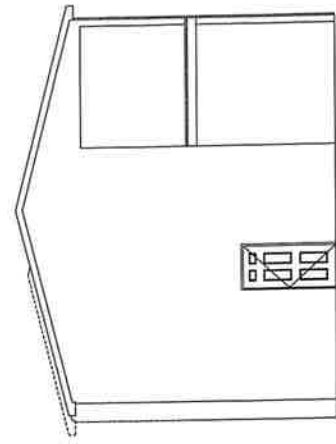
Plans

81

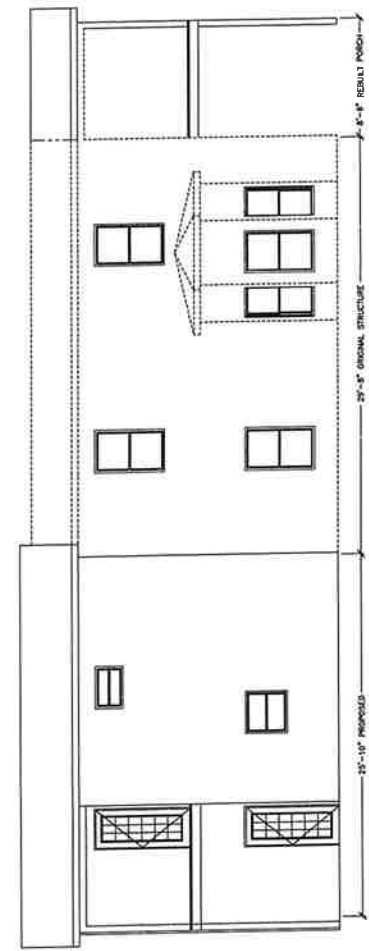
FRONT ELEVATION
1/4" = 1'-0"



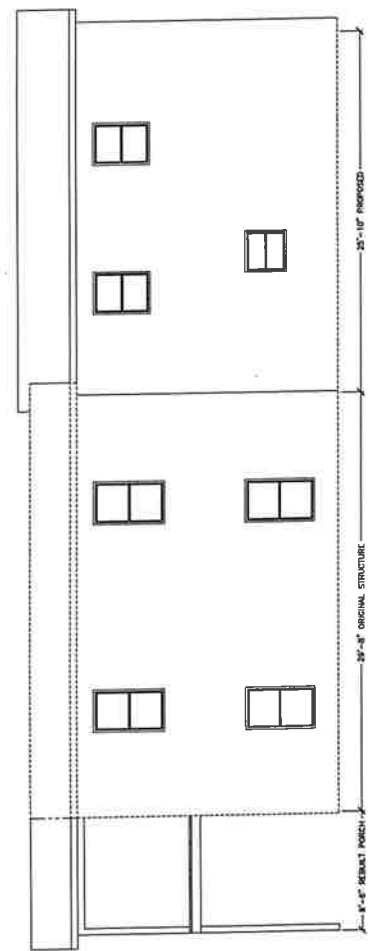
REAR ELEVATION
1/4" = 1'-0"



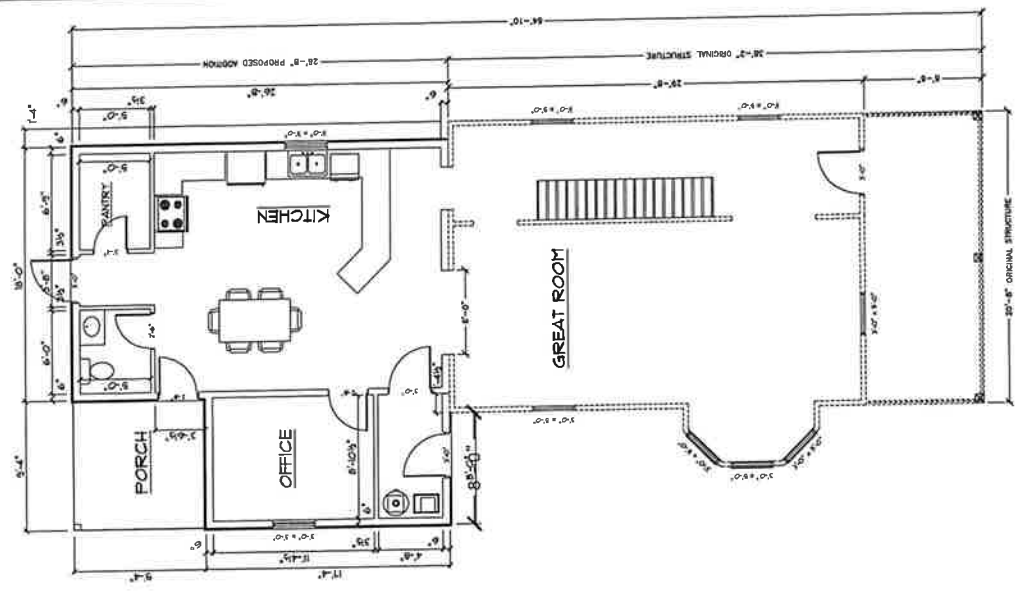
LEFT ELEVATION
1/4" = 1'-0"



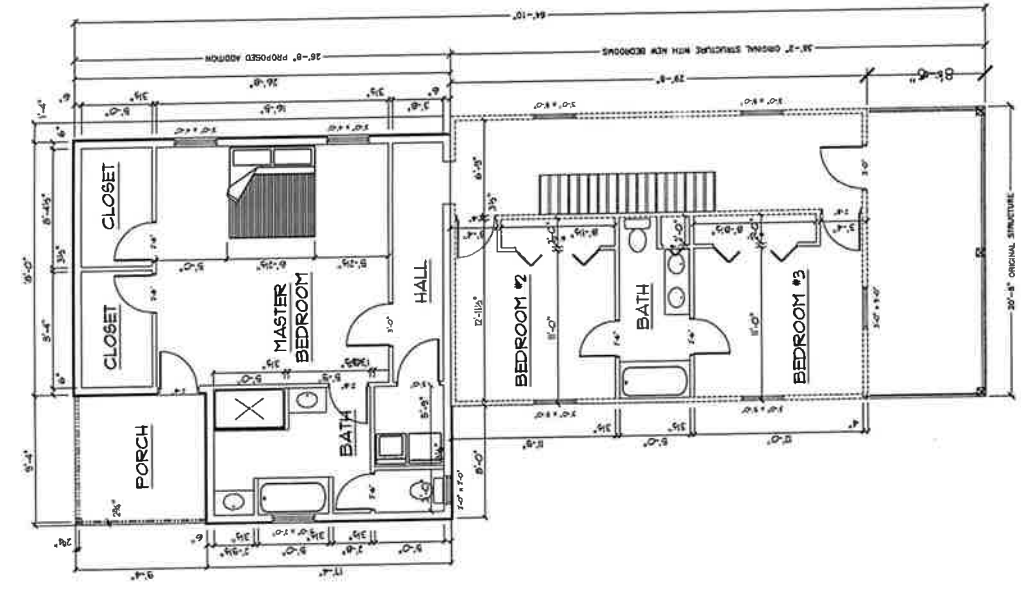
RIGHT ELEVATION
1/4" = 1'-0"



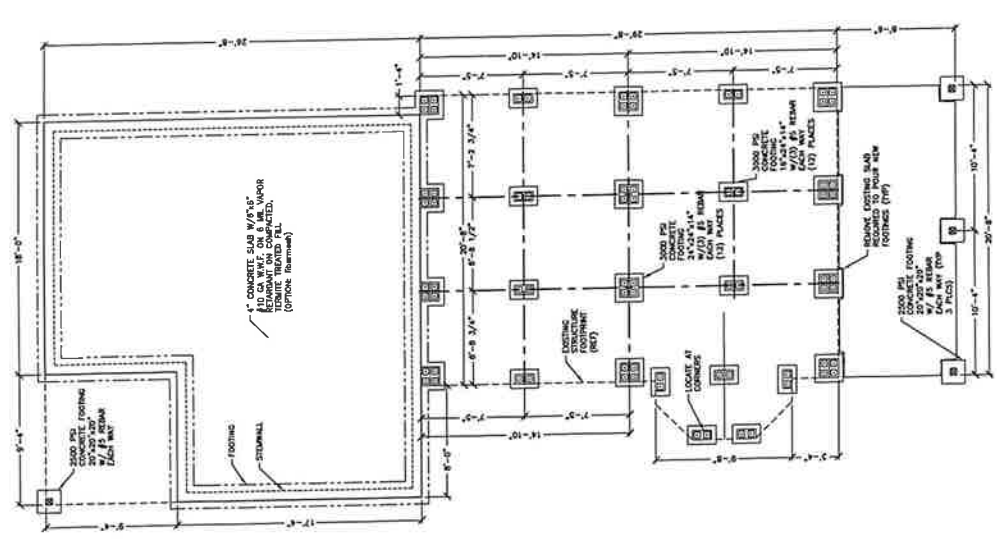
GROUND FLOOR PLAN
1/4" = 1'-0"



2ND FLOOR PLAN
1/4" = 1'-0"



FOUNDATION PLAN
1/4" = 1'-0"



6-1-21
3
OF 3

ROBERT G. ANDERSON, P.E.
458114

**PROPOSED
SHEFFIELD
RESIDENCE**

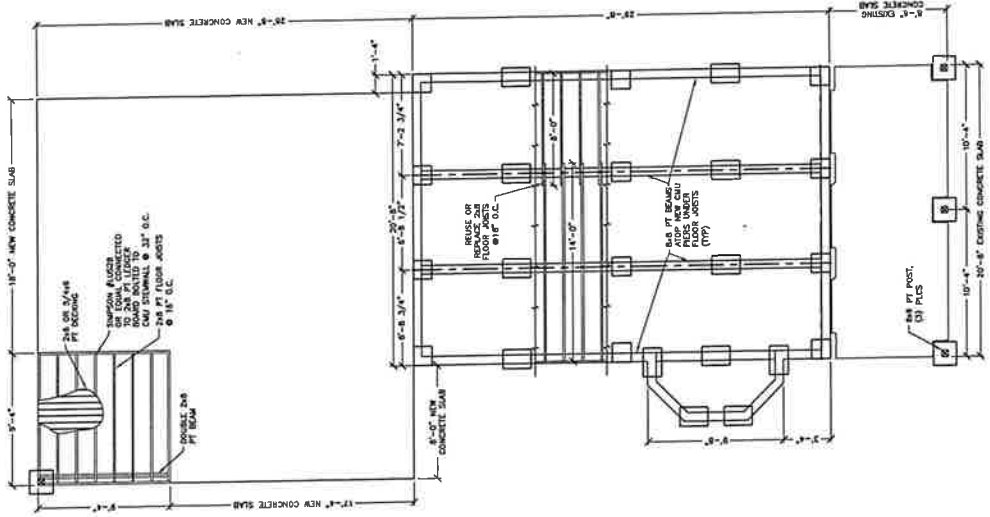
NELSON'S DRAFTING
SAM NELSON
386 937-0055



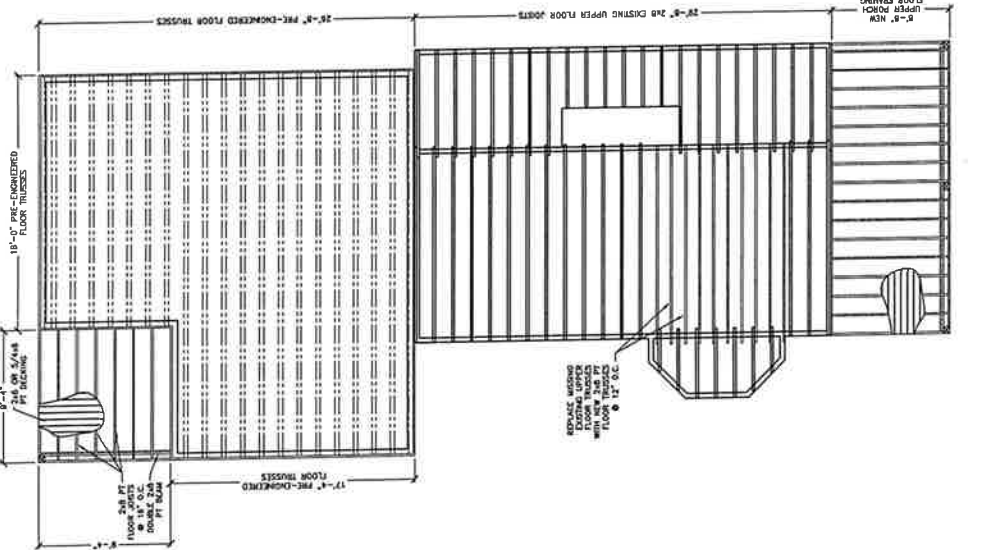
1928 RIVER LAGOON TRAIL
ST. AUGUSTINE, FLORIDA 32092
804-814-7633

Date: Revision:

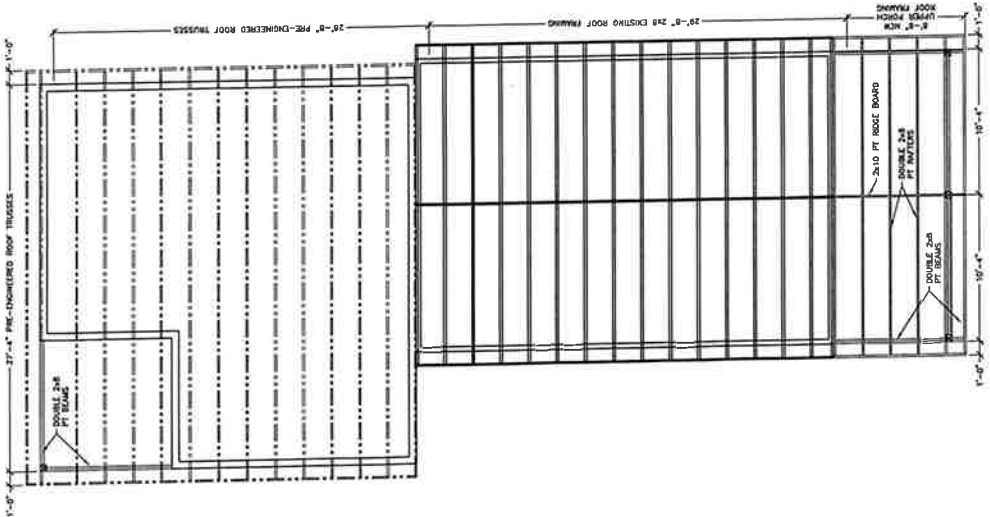
GROUND FLOOR FRAMING PLAN
1/4" = 1'-0"



UPPER FLOOR FRAMING PLAN
1/4" = 1'-0"



ROOF FRAMING PLAN
1/4" = 1'-0"



Certification of Appropriateness Application for Complete Demolition of 426 Kirby Street, Palatka



Certification of Appropriateness Application for Complete Demolition of 426 Kirby Street, Palatka



Certification of Appropriateness Application for Complete Demolition of 426 Kirby Street, Palatka



Certification of Appropriateness Application for Complete Demolition of 426 Kirby Street, Palatka



Certification of Appropriateness Application for Complete Demolition of 426 Kirby Street, Palatka



Staff Report

Meeting Date: September



Case#: HPB 24-21
Address: 426 Kirby Street
Parcel ID: 42-10-27-6850-0400-0021
Applicant: Allen Sheffield

A. Application Summary

I. General

Project Name: HPB 24-21, 426 Kirby St.
Request: Certificate of Appropriateness for demolition of an unsafe structure
Parcel#: 42-1-27-6850-0400-0021
Acres: 0.11
Location: 426 Kirby Street
Project Manager: Planning Staff
Owner: Allen Sheffield
Agent: N/A

II. Background

The structure is a vacant single-family dwelling located in the South Historic District which is in serious state of repair rendering it unsafe. The property received a Certificate of Appropriateness for a partial demolition of a rear addition and front porch and other repairs. Upon completion of the permitted demolition of both structures, a more serious structural condition of the remaining building was identified. Hence, the current request to demolish the rest of the residential structure. The property is currently subject of code enforcement procedures having been heard by the assigned Code Enforcement Magistrate who granted a state in a final determination pending the outcome of this request.

1. The application for Certificate of Appropriateness for demolition has been deemed complete;
2. Proper notices including public notice in the newspaper were provided in accordance with State Statutes;
3. Staff conducted a review of the application and prepared a report.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Sheffield, Allen Thomas		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE HPB	
MAILING ADDRESS 512 Mulholland Park		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Palatka	COUNTY Putnam	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED September 5, 2024		NAME OF POLITICAL SUBDIVISION: Palatka	
		MY POSITION IS: ☐ ELECTIVE ☒ APPOINTEE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Allen Sheffield, hereby disclose that on September 5, 20 24:

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

COA application for 426 Kirby St.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

9/5/24
Date Filed

Allen Sheffield
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.