

ROBERTA M. CORREA
MAYOR - COMMISSIONER

ANNIE H. DAVIS
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



MARCIA G. CARTY, CPA, CGFO
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

KAREN HAYES, MMC
CITY CLERK

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

AGENDA
CITY COMMISSION MEETING
March 13, 2025 at 6:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call
- d. City Manager Resolution 2025-R-40/Oath
- e. Oath for Chief Shaw to Police Pension Board

2. APPROVAL OF MINUTES

- a. February 12, 2025 City Manager Interview Minutes
- b. February 13, 2025, Regular Commission Meeting

3. PUBLIC RECOGNITION/PRESENTATIONS

- a. PROCLAMATION - Safe Place Month - March 2025 - Requestor: CDS Family & Behavioral Health Services, Inc.
- b. City of Palatka New Hires
- c. Unsung Hero Award: Willie Henry Mitchell

4. CITY MANAGER AND ADMINISTRATIVE REPORTS

- a. Fire Department Review
- b. City Manager Report (verbal)

5. PUBLIC COMMENTS

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

6. CONSENT AGENDA

- a. ADOPT RESOLUTION 2025-R-29 – Grant Agreement for \$500,000 in State Funding for Land Acquisition at Kay Larkin Airport.
- b. ADOPT RESOLUTION 2025-R-31 – FDOT Grant Agreement for \$600,000 in State Funding for Wildlife Hazard Trench Fencing.

- c. ADOPT RESOLUTION 2025-R-36 AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT (HMGP) APPLICATION TO FLORIDA DEPARTMENT OF EMERGENCY (FDEM) FOR THREE AREAS OF EROSION FOR NO LESS THAN \$180,000 (75% GRANT FUNDED/ 25% CITY MATCH)
- d. ADOPT RESOLUTION 2025-R-37, AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT (HMGP) APPLICATION FOR TIERRA WOODS PROJECT TO FLORIDA DEPARTMENT OF EMERGENCY SERVICES (FDEM) FOR NO LESS THAN \$250,000; (75% GRANT FUNDED/ UP TO 25% CITY MATCH);
- e. ADOPT RESOLUTION 2025-R-23 granting a special events permit to Community Affairs for Night Beats, a city social to be held March 21st 2025.
- f. ADOPT RESOLUTION 2025-R-24 granting a special events permit to Community Affairs for the Annual Hippy Hoppity Easter event to be held on 04/19/2025 at the St. Johns River-Front.
- g. ADOPT RESOLUTION 2025-R-25 granting a special events permit to Kiwanis of the Azalea City for the Bass Tournament to be held 04/26/2025 at 319 River St.
- h. ADOPT RESOLUTION 2025-R-26 granting a special events permit to Papa Rays BBQ for Papa Ray's 2nd Annual Car and Bike show to be held 04/03/2025 at 816 St. Johns Ave.
- i. ADOPT RESOLUTION 2025-R-27 granting a special events permit to Bartram Trail Society of Florida for the 2025 St. Johns River Bartram Frolic to be held April 11th, 12th, and 13th at the St. Johns River-Front.
- j. ADOPT RESOLUTION 2025-R-28 granting a special events permit to The Rudder Club of Jacksonville for the 71st Annual Mug Race to be held on 05/02/2025 and 05/03/2025.
- k. ADOPT RESOLUTION 2025-R-30 granting a special events permit to the Palatka Police Department for the Law Enforcement Special Olympics Torch Run to be held on 05/03/2025.
- l. ADOPT RESOLUTION 2025-R-33 granting a special events permit to Wolfson Children's Hospital for the Wolfson Children's Hospital Bass tournament to be held on 05/14/2025, 05/15/2025, 05/16/2025 and 05/17/2025 at the St. Johns River-Front.
- m. MOU with Palatka Athletic League to use Gym at Jenkins for Basketball
- n. Resolution 2025-R-38 Bid Acceptance for the plumbing and pipeline for the St. John's Station.
- o. ADOPT RESOLUTION 2025-R-42 - Jag C Grant Agreement for \$22,406.00 (100% GRANT FUNDED)
- p. Release of Lien - 702 Olive Street
- q. Release of Lien - 4506 Royal St

7. REGULAR BUSINESS

- a. Recess for 10 minutes at 7:30 PM.
- b. Ordinance - School Zone Speed Infraction Program (First reading)
- c. Approve policy for not-for-profit funding requests

8. PUBLIC HEARINGS

- a. Ordinance 2025-1 Rezoning property at the intersection of Saint Johns Ave. and Zeagler from single family residential (R-1) to multi-family residential (R-3) Parcel No. 10-10-26-0000-0200-0050. (First Reading)
- b. Ordinance 2025-2 Establishing the Cypress Landing Townhomes Planned Unit Development overlay.
Development Parcel No. 10-10-26-0000-0200-0050 (first reading)
- c. Ordinance 2025-3 Annexation of property located on 1604 Husson Ave. into the corporate limits of

the City of Palatka, Florida.

Parcel No. 13-10-26-2550-0010-0100. (First reading)

- d. Ordinance 25-4 Amendment of the Future Land Use Map of the Adopted Comprehensive Plan in regard to property located at 1604 Husson Ave. Palatka, Florida, from Putnam County Urban Reserve (UR) to City of Palatka Residential Low (RL)
Parcel No. 13-10-26-2550-0010-0100 (First Reading)
- e. Ordinance 25-5 Rezoning property located at 1604 Husson Ave. Palatka, Florida from Putnam County Single Family Residential (R-1A) to City of Palatka Single Family Residential (R-1A).
Parcel No. 13-10-26-2550-0010-0100. (First Reading)
- f. Ordinance 2025-09 Accessory Dwelling Unit Ordinance (Second reading)
- g. Ordinance 24-07 Amendment of the Future Land Use Map of the Adopted Comprehensive Plan in regards to property located at Azalea Place Subdivision, Phase II, 00 Kelly Smith School Rd. Palatka, Florida, From City of Palatka Commercial (COM) to City of Palatka Residential Low (RL)
Parcel Nos. 09-10-26-0213-0000-0010; 09-10-26-0213-0000-0020; 09-10-26-0213-0000-0030 (First Reading)
- h. Ordinance 24-08 Rezoning property located at Azalea Place Subdivision, Phase II, 00 Kelly Smith School Rd. Palatka, Florida, From City of Palatka Commercial (COM) to City of Palatka Residential, Single-family (R-1)
Parcel Nos. 09-10-26-0213-0000-0010; 09-10-26-0213-0000-0020; 09-10-26-0213-0000-0030 (First Reading)

9. COMMISSIONER COMMENTS

10. ADJOURN

Upcoming Events

March 13, 2025, Student of the Month Ceremony 5:30 PM
March 13, 2025, Palatka City Commission Meeting 6:00 PM
March 18, 2025, Police Benevolent Association Meeting 11:00 AM
March 18, 2025, Special Magistrate Hearing 1:30 PM
March 18, 2025, Special Called City Commission Workshop 5:00 PM
March 19-20, 2025, Rural Counties Day - Tallahassee, FL
March 24-26, 2025, Legislative Action Days - Tallahassee, FL
March 24, 2025, Charter Review Committee, Annex Building
March 26, 2025, Airport Advisory Board Meeting 12:00 PM
March 27, 2025, Palatka City Commission Meeting 6:00 PM

Board Vacancies

Historic Preservation Board - 1 vacancy
Zoning Board of Appeals - 3 vacancies
Police Officers' Pension Board - 1 vacancy
General Employees Pension Board - 2 vacancies
Putnam County Library Board - 1 City appointment vacancy
Putnam County Better Place Plan Oversight Committee - 1 City appointment
Firefighters Pension Board -1 vacancy
Palatka Housing Authority - 2 upcoming in April 2025

RESOLUTION NO. 2025-R-40

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
APPOINTING MARCIA G. CARTY AS CITY MANAGER OF THE
CITY OF PALATKA; AUTHORIZING THE MAYOR AND THE CITY
CLERK TO EXECUTE AND ATTEST AN EMPLOYMENT
AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND
PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, the City Commission interviewed candidates for City Manager on January 23, 2025;
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, pursuant to the recommendation made on the February 24, 2025, Special Called City
Commission meeting, the Commission desires to appoint Marcia G. Carty to serve as City Manager of the
City of Palatka, Florida; and

WHEREAS, the parties have reached agreement as to an employment contract.

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 City Manager of the City of Palatka;
2. Marcia G. Carty shall provide the Public Servant bond required by Sec. 2-102 of the City’s
Code of Ordinances;
3. the Mayor and the City Clerk are authorized to execute and attest an employment agreement
with Marcia G. Carty; and
4. the City Manager or designee, without public hearing, is authorized to correct any
typographical scrivener’s errors, which of not affect the intent of this resolution. A corrected
copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED this 13th of March, 2025, 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

OATH OF OFFICE

I, **Marcia G. Carty**, do solemnly swear or affirm that I will faithfully perform the duties of City Manager, and will support and honor to the best of my ability all applicable laws of the State of Florida, Putnam County, and the City of Palatka. I hereby through this oath affirm that I will perform the duties of this public trust in a fair, equitable and ethical manner befitting the dignity and responsibilities of the office.

Marcia G. Carty

**STATE OF FLORIDA
COUNTY OF PUTNAM**

Sworn to (or affirmed) and subscribed before me by means of physical presence, this 13th day of March 2025, by Marcia G. Carty.

Notary Public

Personally Known



OATH OF OFFICE

I, Chief Jason Shaw, do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida and the Charter and Ordinances of the City of Palatka; that I am duly qualified to hold office under the requirements of Constitution of the state, and that I will well and faithfully perform the duties of **POLICE PENSION BOARD MEMBER**, on which I am about to enter, so help me God.

Chief Jason Shaw

**STATE OF FLORIDA
COUNTY OF PUTNAM**

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Chief Jason Shaw

Karen Hayes, MMC, City Clerk

Personally Known _____

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The Clerk is asking for approval of the Minutes of the various executive sessions that occurred in February 2025.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Approve Minutes as read.

ATTACHMENTS

1.	2025.02.12 City Manager Interview Minutes
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ROBERTA M. CORREA
MAYOR - COMMISSIONER

ANNIE H. DAVIS
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



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

JANE WEST, ESQ.
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KAREN HAYES, MMC
CITY CLERK

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

MINUTES

CITY OF PALATKA

February 12, 2025

The minutes of the proceedings of the regular meeting of the Palatka City Commission held on Wednesday, February 12, 2025 at 1:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. CALL TO ORDER

a. Invocation

b. Pledge of Allegiance

c. Roll Call

Mayor Roberta Correa, Commissioner, Annie Henderson-Davis, Commissioner Justin Campbell, Commissioner Will Jones, Commissioner Borom.

Staff: City Attorney Jane West, City Clerk Karen Hayes MMC, Interim City Manager Marcia Carty, HR Director Virginia Jones, HR Avery Hunter.

2. REGULAR BUSINESS

a. City Manager Interviews

Virginia Jones spoke about the timeline, and the communication between the interviews. She also stated the potential candidates would be reimbursed for their travel. The Commission stated they would like to get a better policy put in place for the future about reimbursing potential candidates.

Commissioner Jones stated he would like question 5 to be: How do you educate, motivate and encourage your staff?

Commissioner Jones stated he would like number six to be changed to: How or when do you communicate with the governing body?

Mr. Thomas answered questions from the Commissioners and the Mayor.

Mr. Comisky answered questions from the Commissioners and the Mayor.

Mr. Jones answered questions from the Commissioners and the Mayor.

Commissioner Davis moved to add an emergency item to the agenda to deliberate the findings of the interviews that had occurred. Commissioner Jones seconded the motion which passed all eyes.

Each Commissioner and the Mayor stated their top three in order:

Commissioner Davis: Redmen Jones, Thomas Thomas, Patrick Comiskey.

Commissioner Campbell: Redmen Jones, Thomas Thomas, Patrick Comiskey.

Commissioner Jones: Redmen Jones, Thomas Thomas, Patrick Comiskey.

Commissioner Borom: Thomas Thomas, Redmen Jones, Patrick Comiskey.

Mayor Correa: Redmen Jones, Patrick Comiskey, Thomas Thomas.

Commissioner Campbell stated he did not want to pick a number two selection. Commissioner Jones stated his number two selection would be Thomas Thomas if the Commission could not make Mr. Jones an offer.

Commissioner Borom stated he would like Thomas Thomas as his second choice.

Commissioner Davis stated her second choice would be Thomas Thomas.

Mayor Correa stated she agreed with Commissioner Campbell and did not have a second choice.

After further discussion with a consensus, it was decided not to have a second candidate.

Contract Negotiation

1. Pay: Commissioner Davis moved to have the City offer a salary of \$162,000 with a cap not to exceed \$170,000. Commissioner Campbell seconded the motion. The motion passed 3-2 with Commissioner Jones and Commissioner Borom dissenting.
2. Evaluation: Commissioner Davis moved to have one hundred and eighty days (180) with the evaluation on the one hundredth (100th) days and final evaluation on or before the one hundred and eightieth (180th) day. Commissioner Campbell seconded the motion, which passed with all ayes.
3. Moving expenses: Commissioner Campbell moved to have the moving cost capped at \$5,000. Commissioner Davis seconded the motion. The motion passed 3-2 with Commissioner Jones and Commissioner Borom dissenting.
4. Vacation Time: Commissioner Campbell moved that the City move forward with the recommended number of twenty (20) days of vacation starting on day one. With the attendance being a part of the evaluation process of a hundred (100) days. Commissioner Davis seconded the motion, which passed with all ayes.
5. Severance: Commissioner Campbell moved to have the severance pay start with ten (10) weeks. Commissioner Jones seconded the motion, which passed with all ayes.
6. Performance evaluation: Consensus is to put in the contract that the Commission must have its goals and tasks stated in writing upon acceptance of the office.
7. Residency: Commissioner Borom moved to keep the residency in place of a 10-mile radius outside the County Line. Commissioner Campbell seconded the motion. The motion passed 3-2 with Mayor Correa and Commissioner Jones dissenting.

8. Commissioner Campbell moved to approve that all work from home within the probationary period must be approved by the mayor. In the event the mayor is unavailable, a member of the Commission would need approval. Commissioner Davis seconded the motion, which passed 4-1, with Commissioner Jones dissenting.

Attorney West stated she has everything she needs to start the draft contract and would have it ready for the next Commission meeting which was February 13, 2025, the next day.

3. COMMISSIONER COMMENTS

4. ADJOURN

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

ROBERTA M. CORREA
MAYOR - COMMISSIONER

ANNIE H. DAVIS
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
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MINUTES
CITY OF PALATKA
February 13, 2025

The minutes of the proceedings of the regular meeting of the Palatka City Commission held on Thursday, February 13, 2025 at 6:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. CALL TO ORDER

a. Invocation

Pastor Mulberry said the invocation.

b. Pledge of Allegiance

Commissioner Borom led the Pledge of Allegiance.

c. Roll Call

Mayor Roberta Correa, Commissioner, Annie Henderson-Davis, Commissioner Justin Campbell, Commissioner Will Jones, Commissioner Borom.

Staff: City Attorney Jane West, City Clerk Karen Hayes MMC, Interim City Manager Marcia Carty, HR Director Virginia Jones.

2. APPROVAL OF MINUTES Commissioner Campbell moved to approve the January 9 regular meeting, January 23, regular meeting and January 23 workshop 2025, minutes. Commissioner Borom seconded the motion which passed unanimously.

a. January 9, 2025

b. January 23, 2025 Workshop

c. January 23, 2025

Commissioner Campbell moved to approve the January 9 regular, 23 workshop, and January 23 2025 regular meeting minutes. Commissioner Borom seconded the motion which passed unanimously.

3. PUBLIC RECOGNITION

a. IN THE SPOTLIGHT - Employee of the Month

Carlos Dominquez-Britto was nominated by Jackie Pappas for the January employee of the month. Norris Lockhart was nominated by Karen Hayes, MMC, for the February employee of the month.

4. CITY MANAGER AND ADMINISTRATIVE REPORTS

- a. LEGAL DEPARTMENT - 2025 Legislative Special Session update and preview of the 2025 Regular Session

City Attorney Jane West explained the Legislative Special Session to the Commission for 2025.

- b. City Manager Verbal discussion

City Interim City Manager Marcia Carty gave a verbal update on what has happened or will be happening for the city. She also explained the appropriations were submitted successfully.

5. PUBLIC COMMENTS

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

Cody Bockueim spoke about speeding on his street and would like to see some action taken.

Tasha Givens spoke about the employee policies and asked for a public records request on the Attorney Rossman findings.

- b. **Commission and Staff Response**

Ms. West addressed Mr. Bockueim speeding issue and stated he would need to file a report with the police department so a traffic study to determine the best way to handle this.

Virgina Jones addressed Tasha Givens issue with the employee policy.

- 6. CONSENT AGENDA Commissioner Jones moved to have items c through u removed from the consent agenda.

Commissioner Campbell moved to approve the consent agenda excluding items c through u. Commissioner Borum seconded the motion, which passed unanimously.

Director of Community Affairs Eddie Cutwright explained items c through t for a better understanding of the release of liens in question.

VOTE: Commissioner Campbell moved to approve items c through t. Commissioner Davis seconded the motion which passed unanimously.

Human Resource manager Virgina Jones explained the flexible work schedule policy, work policy, and exempt employee comp time off policy into the City's Personnel Policy to the commission.

VOTE: Commissioner Davis moved to approve item u. Commissioner Campbell seconded the motion which passed unanimously.

- a. REAPPOINT Elizabeth van Rensburg to the Historic Preservation Board
- b. REAPPOINT Breanna Pierce and Patti Vogt to the Historic Preservation Board
- c. Release of Lien Rachel Douglas-Jones 518 N. 10th Street
- d. Release of Lien Life Estate of Ruthie Camille Watson 2121 Oak St.
- e. Release of Lien Tiffany Chandler 1223 Reid St.
- f. Release of Lien Alfonso Gadala-Maria and Raul Gadala-Maria 400 N. 4th St

- g. Release of Lien Charles J. Smith and Terrance L. Parker Vacant Parcel in Tierra Woods
- h. Release of Lien Dawn Rawls and Richard Earl Burk 600 Emmett St.
- i. Release of Lien Wilhite and Sue Warren 418 River St.
- j. Release of Lien Heirs of Marian McCoy 612 N. 15th St.
- k. Release of Lien Eva Marie Rushton 120 Moseley Ave
- l. Release of Lien Rebecca Lynn Tyler 1000 Moseley Ave
- m. Release of Lien Heirs of Albert and Ruby Garvin 802 N. 18th St
- n. Release of Lien Shanell & BC Properties LLC 809 N.12th St
- o. Release of Lien Janet Reed Pettit and Susan Cynthia Pettit 1221 Kirkland St.
- p. Release of Lien Arliss C. Jr. and Connie F. Walker 1422 Washington St.
- q. Release of Lien Charleen E. House Hosein 313 Dodge St.
- r. Release of Lien Jerome Leonard Miller 516 Bronson St.
- s. Release of Lien Cypress Mills LLC c/o Joseph Jutras 900 River St
- t. Release of Lien Cypress Mills LLC c/o Joseph Jutras 722 River St.
- u. ADOPT RESOLUTION 2025-R-18 incorporating the proposed Flexible Work Schedule Policy, Remote Work Policy, and Exempt Employee Comp Time Off Policy into the City's Personnel Policy.
- v. ADOPT RESOLUTION 2025-R-16 granting a special events permit to Dreams Come True of Jacksonville for the 6th annual Dreams Come True Bass Tournament to be held 03-15-2025.
- w. ADOPT RESOLUTION 2025-R-17 Granting a special events permit to Krista Purcell for the Rodeheaver Boys Ranch Fishing Tournament to be held March 29th 2025.
- x. ADOPT RESOLUTION 2025-R-19 Authorizing the Reconciliation of Unused Contract Quantities for the Palatka Heights Water Main Improvements Project in the Amount of \$252,228.65.

- y. ADOPT RESOLUTION 2025-R-20 authorizing a reconciliation change order to the contract with P&S Paving for the St. Johns Avenue Resurfacing Project. This change order will clear the remaining open balance of \$4,019.71 on the contract, ensuring final reconciliation and project closeout.
- z. ADOPT RESOLUTION 2025-R-22 Urging the Florida State Legislature to Enact Legislation

7. REGULAR BUSINESS

- a. Recess for 10 minutes

- b. Blue Crab Festival Agreement with RQ Music

Commissioner Campbell moved to approve the Blue Crab contract. Commissioner Davis seconded the motion, which passed 4-1. Commissioner Jones dissented.

- c. The Interagency Agreement transferring property from the Airport to the City.

This item was moved

- d. City Manager hiring decision

Mayor Correa made the announcement that the Palatka City Commission made the decision to hire Redmond Jones II as the new City Manager.

- e. Policy for not-for-profit funding requests

After discussion the commission agreed on putting the policy in place however to have the not-for-profit organization limit to every other year.

- f. Discussion/Decision on Mayor Pro Tempore

After discussion it was decided by the commission that Commissioner Campbell will serve for one year and Commissioner Borom will serve a year.

VOTE: Commissioner Davis moved that Commissioner Campbell will serve as Mayor Pro Tempore for one year and Commissioner Borom will serve as Mayor Pro Tempore the following year. Commissioner Jones seconded the motion which passed unanimously.

- g. Interim City Manager hours worked review

Virginia Jones explained the hours Ms. Carty is working.

VOTE: Commissioner Davis moved to accept staff recommendations. Commissioner Borom seconded the motion which passed unanimously.

8. PUBLIC HEARINGS

- a. Ordinance 2025-1 Rezoning property at the intersection of Saint Johns Ave. and Zeagler from single family residential (R-1) to multi-family residential (R-3) Parcel No. 10-10-26-0000-0200-0050. (First Reading)

VOTE: Commissioner Davis moved to approve the ordinance on the recommendations from the City Planner. Motion dies for a lack of a second.

- b. Ordinance 2025-2 Establishing the Cypress Landing Townhomes Planned Unit Development overlay. Development Parcel No. 10-10-26-0000-0200-0050 (First Reading)

- c. Ordinance 2025-3 Annexation of property located on 1604 Husson Ave. into the corporate limits of the City of Palatka, Florida. Parcel No. 13-10-26-2550-0010-0100. (First Reading)

- d. Ordinance 25-4 Amendment of the Future Land Use Map of the Adopted Comprehensive Plan in regard to property located at 1604 Husson Ave. Palatka, Florida, from Putnam County Urban Reserve (UR) to City of Palatka Residential Low (RL)
Parcel No. 13-10-26-2550-0010-0100 (First Reading)
- e. Ordinance 25-5 Rezoning property located at 1604 Husson Ave. Palatka, Florida from Putnam County Single Family Residential (R-1A) to City of Palatka Single Family Residential (R-1A).
Parcel No. 13-10-26-2550-0010-0100. (First Reading)
- f. Ordinance 2025-06 Annexation of property located on 5019 Crill Ave. Palatka, Florida into the corporate limits of the City of Palatka, Florida.
Parcel No. 10-10-26-0000-0271-0000 (First Reading).
- g. Ordinance 25-07 Amendment of the Future Land Use Map of the Adopted Comprehensive Plan in regard to property located at 5019 Crill Ave. Palatka, Florida, From Putnam County Urban Reserve (UR) to City of Palatka Residential Low (RL)
Parcel No. 10-10-26-0000-0271-0000 (First Reading)
- h. Ordinance 25-8 Rezoning property located at 5019 Crill Ave. Palatka, Florida from Putnam County Agriculture (AG) to City of Palatka Single Family Residential (R-1).
Parcel No. 10-10-26-0000-0271-0000 (First Reading)
- i. Ordinance 2025-09 Accessory Dwelling Unit Ordinance (First reading)

VOTE: Commissioner Campbell moved to approve Ordinance 2025-09. Commissioner Davis seconded the motion. The motion passed 4-1 with Commissioner Jones dissenting.

- j. Ordinance 24-07 Amendment of the Future Land Use Map of the Adopted Comprehensive Plan in regards to property located at Azalea Place Subdivision, Phase II, 00 Kelly Smith School Rd. Palatka, Florida, From City of Palatka Commercial (COM) to City of Palatka Residential Low (RL)
Parcel Nos. 09-10-26-0213-0000-0010; 09-10-26-0213-0000-0020; 09-10-26-0213-0000-0030 (First Reading)
- k. Ordinance 24-08 Rezoning property located at Azalea Place Subdivision, Phase II, 00 Kelly Smith School Rd. Palatka, Florida, From City of Palatka Commercial (COM) to City of Palatka Residential, Single-family (R-1)
Parcel Nos. 09-10-26-0213-0000-0010; 09-10-26-0213-0000-0020; 09-10-26-0213-0000-0030 (First Reading)

Without the presence of any of the applicants, the Public Hearings have been moved to the next commission meeting.

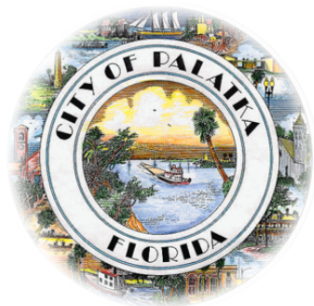
Commissioner Campbell moved to continue all public hearing items except i to the next meeting. Commissioner Jones seconded the motion. The motion passed 4-1 with Mayor Correa dissenting.

- 9. COMMISSIONER COMMENTS Commissioner Campbell spoke about St. Johns Ave and 13th Street is a bad intersection. He suggested that the City take down the 4-way stop sign or have a flashing sign put there letting people know the 4-way stop is ahead.
Commissioner Borom stated the City needs to look at St. Johns Avenue as whole to investigate the traffic flow.
Commissioner Davis spoke about her ride along with the fire chief and how much she had learned.

10. ADJOURN Commissioner Campbell moved to adjourn. Commissioner Borom seconded the motion which passed unanimously. The meeting was adjourned at 7:50.

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

CITY OF PALATKA



Proclamation

WHEREAS, the youth of Palatka, FL will determine the future strength of our country and be the bearers of our democracy;

WHEREAS, the *Safe Place* program is committed to protecting local youth by offering access to immediate help and safety for young people seeking assistance and guidance as our youth need a safe haven from various negative influences, such as child abuse, substance abuse, depression, and crime, and need readily available resources to assist them when faced with circumstances that compromise their safety;

WHEREAS, designated locations where youth can get information and immediate help, *Safe Place* is found at businesses, such as restaurants, convenience stores, movie theaters, and community buildings such as fire stations, libraries and public transportation vehicles;

WHEREAS, the success of *Safe Place* relies on public/private collaborations among businesses, schools, fire departments, law enforcement, and volunteers, and Palatka, FL needs more community mentors to support and positively influence young people;

WHEREAS, the *Safe Place* program must meet performance standards, relative to outreach and community relations, to receive direct federal assistance as set forth in the Runaway and Homeless Youth Act (42 U.S.C. 5701 et seq.);

WHEREAS, more than 1,700 communities in 39 states administer the *Safe Place* program at more than 20,000 locations;

WHEREAS, more than 405,473 youth have been helped at a *Safe Place* location or received counseling by phone as a result of *Safe Place* information received at school;

WHEREAS, since the program inception in 1983, more than 18 million youth have been educated through the National Safe Place Network’s outreach efforts, familiarizing them with the *Safe Place* sign and providing them with information about how to seek help in order to stay safe;

WHEREAS, increased awareness will encourage more communities to establish *Safe Place* locations where youth can readily access the help they need.

NOW, THEREFORE, I, Roberta M. Correa, Mayor of the City of Palatka, together with the members of the Palatka City Commission, do hereby proclaim March 16 – 22, 2025 as

National Safe Place Week

in the City of Palatka, Florida, and we call upon our citizens to promote the program and we encourage neighboring communities to establish *Safe Place* locations.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of the City of Palatka to be affixed this 13th day of March, in the Year of Our Lord Two Thousand Twenty-Five.

CITY OF PALATKA

By: _____
Mayor

Attest:

City Clerk

Date filed with the City Clerk: 3/13/2025

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Recognizing the new employees of the City of Palatka

BACKGROUND

During the commission meeting, we take the opportunity to showcase the new hires that have joined the City of Palatka while providing a photo to the commission and the department they have been assigned to work in.

PROJECT ANALYSIS

Staff Recommendation

City Commission acknowledges and congratulates the new hires to the City of Palatka

ATTACHMENTS

1.	New Hires - 1
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Code Enforcement Officer

Melissa Dreyer



Code Enforcement Officer

Harold Bartelli



Assistant Superintendent WTP

Robert Evans

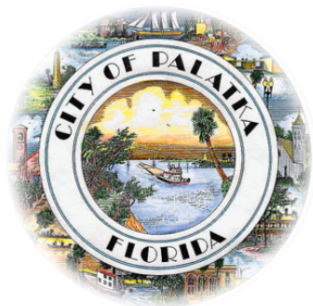


Administrative Assistant I

Jennifer Pennington



CITY OF PALATKA



Proclamation

Proclamation of Gratitude and Recognition Honoring an Unsung Hero

Whereas, unsung heroes often work tirelessly, selflessly, and with unwavering dedication to improve the lives of those around them; and

Whereas, their contributions, while often overlooked, create lasting ripples of kindness, compassion, and positive change within our communities; and

Whereas, through acts of courage, integrity, and humility, these individuals embody the very spirit of humanity and inspire all of us to strive for a better world; and

Whereas, Willie Henry Mitchell, as an unsung hero, has consistently dedicated his time to mentoring young students, providing crucial support to local initiatives, and spreading hope and kindness to those in need;

Now, therefore, be it resolved that the City of Palatka does hereby recognize and honor the extraordinary contributions of Willie Henry Mitchell and proclaims this day, March 13, 2025, as a day to celebrate and reflect on the vital work of unsung heroes everywhere.

Let this proclamation serve as a reminder of the power of quiet, steadfast service, and let it inspire us all to acknowledge and support the unsung heroes in our midst.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Palatka to be affixed this 13th day of March, in the year 2025.

CITY OF PALATKA

By: _____
Mayor

Attest:

City Clerk

Date filed with the City Clerk: 3/13/2025

Willie Henry Mitchell Born on October 11, 1951, Willie Henry Mitchell grew up as the third of eleven children in a lively household nurtured by James and Martha Mitchell. He began his educational journey at Central Academy Elementary and High Schools, later graduating from Palatka South High School in 1970.

A devoted learner, Willie pursued higher education at North Carolina Wesleyan College, earning his bachelor's degree in 1974. Following his graduation, he embarked on a remarkable career in education that spanned over three decades.

Willie began as a teacher and coach at Palatka Central, where he worked from 1974 to 1976. He then continued shaping young minds and athletes at Interlachen High School from 1976 to 1982. His passion for teaching and coaching reached new heights during his tenure at Palatka High School, where he dedicated an impressive 27 years until his retirement in 2009.

In addition to his years of service, Willie made history as the first African American head coach for Palatka High School—a trailblazing accomplishment that highlighted his leadership and pioneering spirit.

Time Comes

Economy one factor as Willie Mitchell steps down

By ANDY HALL
Palatka Daily News

Economics is one factor is the retirement of probably the longest-serving boys basketball coach in Putnam County history.

Time is the other.

It has been 23 years for Willie Mitchell at the head of varsity basketball programs – four at Interlachen, the last 19 at Palatka High School – and another dozen with junior varsity teams at PHS and Palatka Central.

So the time has come for

Mitchell, having produced eight state playoff teams and three district champions between his years with the Rams and Panthers.

"It's due to the (economic) crisis here," he said Monday. "I won't be getting an extension (on retirement). I was thinking about applying for an extension for three more years, but because of budget cuts – not knowing what's going to happen – I won't."

News came Friday that the Putnam County School District anticipated losing 122 teachers for the 2009-10 school year, but Mitchell's

move has been anticipated for months.

"He's been a real 'steadying force for the high school. He's done a heck of a job," said PHS athletic director Wilson Edwards, who is also retiring. "He's had his detractors. We all have. But he's stayed with our philosophy that athletics are an extension of the classroom and that winning's not the most important thing. Developing the young athlete is."

That's what Mitchell enjoyed the most.

See MITCHELL, Page 3B

Mitchell

CONTINUED FROM PAGE 1B

"Being with the kids and teaching them and watching them grow into the game – seeing them be successful at what they were doing," he replied when asked what he would miss the most.

Mitchell's teams also won their share, notably during a run of six state playoff appearances in seven seasons from 1998-99 through 2004-05. The Panthers ended a 19-year district championship drought in 2005 when they upset fourth-ranked Port Orange Atlantic 71-58 for the District 7-4A title in the top-seeded Sharks' gym.

Making the playoffs as a district runnerup, Palatka pulled off two road wins to pull within a game of the class 4A Final Four before losing in Dunnellon in 2001. The 2003 team upset the state's top-ranked team, Gainesville High, in the dis-

trict semifinals to make the playoffs.

"We looked to try to improve for each practice and each game," said Mitchell of the 1999-2005 run. "The kids got better and better and it happened to turn out well in the district."

The Panthers were 11-9 this season, losing to first-year program Creekside in the first round of the District 5-4A tournament.

Mitchell also fondly recalled his Interlachen teams. The Rams won consecutive district titles in 1979 and '80.

"I had Mike Baker and that group (in 1979)," he said. "I had that 1980 team which a lot of people didn't think would do much and they won the region."

Mitchell coached the Palatka Central junior varsity from 1974-78 and the PHS jayvees from 1982-90. He also worked in the junior varsity football program at Palatka High.

A 1970 graduate of Palatka South, Mitchell played basketball for Jim McCool

with the Braves and college ball at North Carolina Wesleyan under Neal Chancey, who later coached at St. Johns River Community College.

PHS is already working to replace Edwards as head football coach. The search is under the direction of the incoming principal, Deborah Decubellis. The boys basketball replacement will rest with her, too, according to Edwards.

"When we sat down to talk with her about the football and athletic director jobs, she was aware this was Willie's last year and this could be taken care of after everything else is settled," Edwards said.

Junior varsity coach Lamar Purifoy has expressed interest in taking over the varsity. The jayvee team was 15-0 this season.

"I think Lamar has done a great job with the junior varsity," Mitchell said. "He had one loss last year and was undefeated this year and I think he'd do a good job."



City of Palatka Fire Department

Year in review 2024

From the Chief: 2024 Recap

The City of Palatka Fire Department has had a wonderful 2024. Training has taken the front seat, moving our leaders through leadership classes, and our newest employees through basic fire and emergency services training. We continue to engage the community where they are and provide services like smoke detectors and installation, fire extinguisher training, fire safety shows for children and adults, meet with community members at churches and meeting halls for question-and-answer sessions, just to name a few.

Our members continue to protect the lives, property and environment as we respond to vehicle crashes, medical emergencies, hazardous materials releases, fires of all sorts and other emergencies. The focus on training has built morale, increased knowledge and provided skills for our first responders. The department has hosted myriad training classes and sessions with neighboring departments and other regional responders. As well, we have taken reciprocal classes at other departments saving the city money while still adding to and increasing new skills.

2024 Recap continued

Looking back, we have seen employees staying on at the department longer and staying engaged with the community and pushing the training to new heights. Department staff have painted both stations, repaired minor plumbing and other building issues, built training props to help develop skills and engaged with the community with professionalism and compassion.

We struggle with truck maintenance as several at-fault and not at-fault accidents set us back with the tower truck. Fire engine motors and several components have proven to be issues for most departments across the nation. We feel we have finally caught up with most of the truck maintenance and repair. The repair of St. John's avenue has helped with truck issues as well.

2024 Recap continued

Our staff has gone the extra mile working with other departments in the city to help accomplish city wide beautification, storm clean up, watering fields in the summer, helping set up for city events, loaning out equipment and helping clean up streets. Our people are all in. We have been fully staffed since august and have not lost an employee in over a year. It's a good start. We continue to recruit and present the Palatka Fire Department as a great option for employment. We currently have two potential candidates in the Fire Academy.

We continue to improve operational efficiencies through equipment acquisition, training and technology. The First Due program and the Fire Rescue 1 Training program have allowed for annual training and tracking, and First Due has built a database of building information of paramount importance for firefighter safety. The amount of training hours required to keep our personnel knowledgeable, in compliance and responsive to trending needs is a gigantic task.

As we see our hazardous materials response numbers slowly creep up, we have begun a review of our processes to ensure we are compliant with state, federal and local laws as well as keeping our equipment in working order and training to ensure proficiency in its use. Our department is adding Haz mat capabilities through training, equipment acquisition and technological advancements.

Recap 2024 continued

We are preparing for the growth that is coming our way and what we already see developing now. We will need an increase in personnel and equipment to off-set the density that is coming and that will create strains on our current personnel and equipment. We continue to strive and make adjustments to our operational systems to ensure the city captures the ISO class 1 public protection classification. Personnel and apparatus will move us in that direction.

Our personnel continue to help our neighbors across the state responding to hurricanes in several counties over the past few years increasing our visibility across the state as a true friend and partner in making our state a viable option for families and businesses to depend on. Our local and regional fire service partners have recognized our personnel as exemplary firefighters with a heart for helping. As the Chief of this department, it means a lot for our personnel to be recognized by other fire chiefs and the Governor of Florida for a job well done.

My deepest appreciation to the city commission for prioritizing public safety. We have created a stable department and have reviewed our systems and operational capabilities to ensure we are always forward facing and prepared to face what may come. Our dedication to training and education will allow our personnel to mitigate emergencies efficiently and safely protecting the critical infrastructure and community environment that we all know and love. The Commission's support has reinvigorated our quest for excellence at the City of Palatka Fire Department. We continue to strive for perfection as illusory as it may be. -Chris Taylor Fire Chief

Administration

- Administrative Assistant to the Fire Marshal– J.J. Pennington
 - Organizing and digitizing files
 - Scheduling for FM: consultations, meeting, construction inspections, Annual business inspections,
 - Special events review and scheduling for staff
 - Plan review organization and scheduling
 - Review of Inspection information and correlating to historical files
 - Back up to Administrative Assistant to the Fire Chief
 - Payroll, Purchase Orders, vendor set up, etcetera



Administration

- Update computers and monitors
- Filing and transmission of information becoming more digital. Many old records are being transformed to digital storage v. paper
- Continue to add preplans to Inspection program (FIRST DUE) for emergency preparedness
- Reviewing and updating Standard Operating Guidelines/procedures- Rules and Regulations
- New Inspection lists created for fire hydrant testing and flowing in First Due.
- Chief Taylor representing city/county at Local Emergency Planning Committee



Administration

- Updated Live Fire Training SOP/SOGs to meet new State/Federal Standards
- Presented to Youth Ambassadors
- Accepted 2 interns for administrative help and fire experience
- Updated Job descriptions
- DC participated in Lt. Testing for PCFR
- Completed ISO audit- retained ISO Public Protection Class 2
 - Top Tier of Fire Departments- only 2,000 of 30,000 Departments can claim ISO class 2



Operations

- Calls for Service 2024
 - Station #1- 2309
 - Station #2- 1765
 - Total calls -4074
- EMS-3035
- Structure Fires- 48
- Vehicle Fires-8
- Other fires- 30
- Motor Vehicle crashes- 201
- Haz Mat – 40
- Miscellaneous- 712



Operations

- Structure Fire with Fatality/Investigation (Kirkland)
- Hurricane Helene and Milton coverage
- Crews Deployed to Dixie County, commendation from Fire Chief Aviles and picture with Governor (Futch and Reed)



Training

- Training facility for live fire training is nearing completion
- Rope Rescue Class 45 hours
- Vehicle and Machinery Rescue class 45 hours
- Grounding and Bonding Training Class 4 hours
- Social Media Class 6 hours
- Training with PCSO Swat team
- Hazardous Materials Technician Class (160 hours)
- Florida Fire and EMS Exposition/conference
- Roof Operations Class in NC 40 hours



Training

- Beck donated house for FF training
- Beck donated commercial building for roof operations training
- Medical License renewal – Medical Training 40 hours
- Fire Company Training- 192 hours
- Fire Inspector Training with NEFFPA at rotating stations
- Fire Inspector Annual Training- 24 hours
- Facilities Training 18 hours
- Driver Training- 12 hours annually
- Training Manager Class- Chief Taylor 24 hours



Training

- Renew Live Fire Instructor Certification- Reed, Branford, Taylor
- Airport training – medical helicopter landing zones and safety
- Florida Gas Transmission – Natural gas training
- Chief Taylor completed Fire Inspector 2 certification
- National Fire Academy Leadership Course at EOC
- Training Drills with St. John's Ship Building, and Seminole Electric
- Security Training at City Hall
- Haz Mat Command Class- Bradley/Wilson
- Annual Training with Seminole Electric Co-op



Training

- New hires completed Emergency Vehicles Operations Course-delivered by Captain Reed
- Captain Reed and DC Branford attended Leadership class



From the Fire Marshal:

- 2024 was a busy year. The department has implemented new technologies such as Ipads for use with the Fire Rescue1 training platform, First Due inspection platform and Citizen Serve that assist in pre-planning, fire inspections and plan review. These new programs not only make our city more efficient but keep our fire suppression crews safer by providing them with on demand information of the building that they are operating in or responding to. In the coming year, we hope to fully utilize the First Due program by accessing the Community Connect portal providing our citizens timely updates, fire department information, and Public Service Announcements.
- Technology has been the driving force to efficiency and data. These data unmask the trends we see in the fire service and allow for operational adjustments, driven by data to help move us forward in response and training. The department completed 27 public education events where we interacted with over 1400 citizens. We gave out approximately 3000 coloring books and 2000 fire hats for children in the community. This program is funded by donations from our community partners, BINGO palace, Certainteed and other private donors.
- **The department:**
 - Determined the origin and cause of all city fires. Completing 6 formal investigations.
 - Assisted the Putnam County Fire Marshal with several fire investigations.
 - Our inspectors completed 500 annual fire safety inspections. Approximately half of all city businesses.
 - 30 sets of construction plans reviewed grossing \$17,000 in fees.
 - 8 pre-construction meetings for construction/development consultations.
 - 200 construction inspections.
- We look forward to another busy year here in Palatka. We appreciate the community support in our efforts toward a fire safe city. We continue to push training and efficiency as our mantra moving forward. – **Chad Branford Deputy Chief/Fire Marshal**

Fire Prevention

- Plan Review for development
- Construction Inspections for new buildings/businesses
- Annual Inspections completed
- Pre-fire Planning – description of buildings and utilities associated with FF safety-
- Fire Extinguisher Training with Certainteed and contractors
- CPR/AED Training with Palatka Police Dept.



Public Education/ Engagement

- Fire Safety Talks/shows
- Public Education
- Fire Extinguisher Training at Seminole Electric
- Fire Safety Chat at Francis Baptist Church
- Fire Safety shows for Datil Pepper Festival and Pak's Karate Camp



Equipment Acquisitions

- Purchased new extrication tool (cutter) for cutting people out of vehicles
- Grounding and Bonding equipment for Hazardous Materials
- Propane burn off kit #2
- New nozzles purchased
- New radio system up and running still working through “bugs”



Equipment Acquisitions

- New Lawn Mower for Station 1
- Thermal Imaging cameras for search and rescue
- Ventilation saw
- Ventilation Fan



Facilities

- Hazard Mitigation Grant Program funding approved for New Bay Doors and Hurricane rated windows. \$300K
- New Roof for Main Station
- Prepping for Bathroom remodel/plumbing repair at Kay Larkin Station
- New flooring, and Paint job for Administrative Assistant office at Main Station- Done By C shift on duty
- Plumbing repairs at Main Station RFP is out
- Painted both Fire Stations- Completed by Fire Department Staff



Facilities

- Replaced broken plumbing lines –Duty crews replaced and repaired plumbing for broken water line at Station #1
- Repairs to Bay doors
- Continue to add to Fire Training center at Kay Larkin Station #2



New Employees /Recruitment

- FCTC Graduating classes for Firefighting
- Career Fair at PJSHS
- Kyle Bondra, Conlan Trimble, Logan Dillard, Josh Nannini, JJ Pennington
- We have 3 certified firefighters on wait list



Scholarship Program

- 2 in Fire/EMT Academy
- Darrius Givens in Academy at FCTC
- Zach Swain in Emergency Medical Technician School



Training on Roof Operations



FD Organizational Chart

City of Palatka Fire Department Organizational Chart



STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

At each commission meeting, the City Manager provides an update to the Board of Commissioners highlighting items which are important.

PROJECT ANALYSIS

Update on City of Palatka LED sign - 102 Reid Street

Public Works Building update (the engineer has performed the design-build and we should be able to start the construction within 60 days.

Ride Solution - we have successfully negotiated with Ride Solution to provide four routes two days per week, and will release to them the \$25,000 budgeted in the FY 2024-2025 budget (within the City Manager's authority)

Hank Bryan Park has been completed (picture attached)

Chamber improvements with the camera and better sound system.

Cloud-based phone systems will be installed between 30 and 60 days.

Parking lot for City Hall has been completed. Flagpole has been painted.

The LEAD Project was completed at a cost of \$100,230, which is \$99,670 less than projected.

As a result of Commissioner Campbell's Town Hall meeting, some of the solutions staff will implement are:

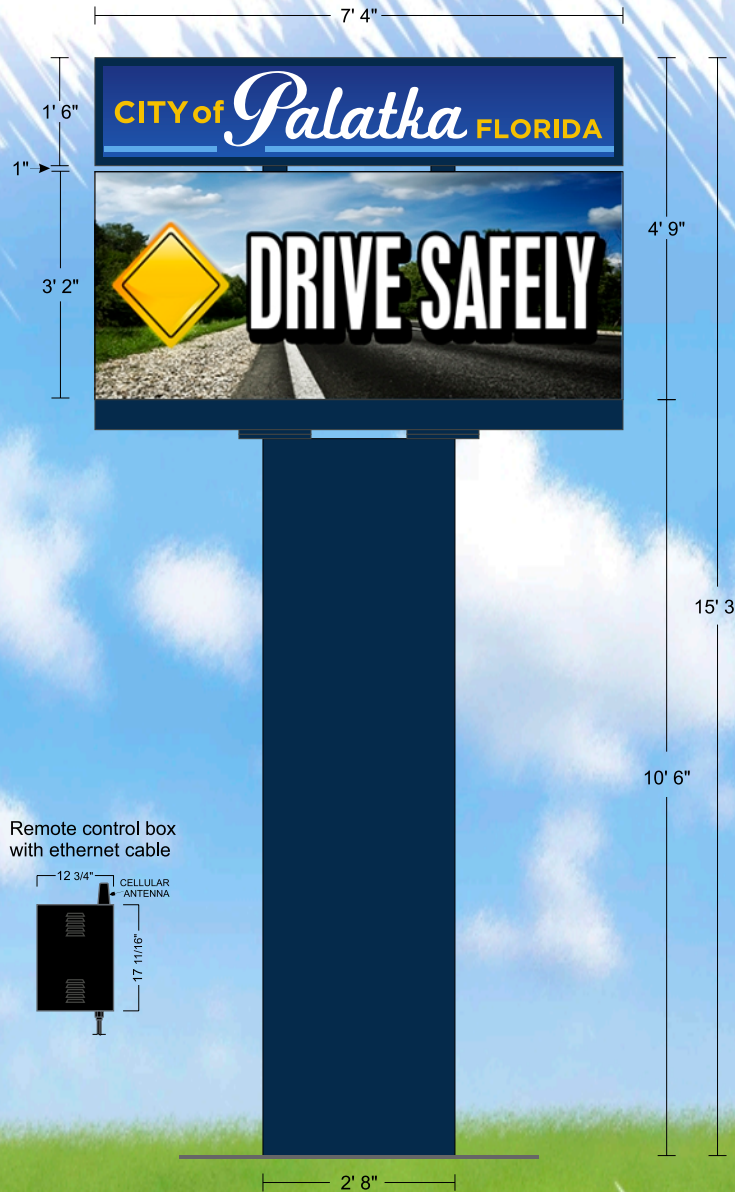
1. Mentoring programs for children which excel and those who need care (structure)
2. Reach One Teach One of the Putnam County School District
3. Take Stock in Children by increasing and diversifying the activities for the youth to do through the City's Recreation Department and the Palatka Police Athletic League.
4. PAL's mentor program on the 2nd and 4th Sunday from 3:00 – 5:00 PM at the Family Life Center (owned by Calvary Missionary Baptist Church 1400 Bronson Street).
5. Partner with the Family Life Center to assist with the pool repairs and expand the services to the youth; and start classes at the Fitness Center.
6. PAL has summer camp, basketball and e-sports at the Family Life Center.
7. Bicycle Units and Door to Door Family Days

Staff Recommendation

Review the progress made and provide further guidance.

ATTACHMENTS

1.	LED Sign Drawing and Quote
2.	Ride Solution
3.	PALATKA CITY ROUTE - TUESDAY AND THURSDAY SERVICES 2025
4.	Hank Bryan Park Restrooms
5.	Photo of new phone
6.	Town Hall Meeting To Do List



Stewart Signs
 ONE SIGN, ONE COMPANY
 1-800-237-3928 stewartsigns.com

Atlas 10.66mm 90x210
 Sk: 1053942-6a Cust: 1359022
 3/5/2025 F/aDix PROPOSAL
 Scale: 3/8"=1' Cabinet color: Blue

Signature _____
 Date _____

Please confirm that all lettering, colors and graphics are correct before signing. Changes to artwork after signature is received will incur a \$500 art change fee.



Prepared for

City of Palatka

201 North 2nd Street
Palatka, FL 32177

Prepared by

Alex Dix

adix@stewartsigns.com
1.888.237.3928 x2090

DESCRIPTION	PRICE
Double Sided Full Color Atlas Outdoor LED Sign Borderless and front-serviceable modular LED display. LED display • 10.66mm full color at 90 pixels high by 210 pixels wide (18,900 total pixels per side) • Active display area 3'2" x 7'4" (23.1 square feet per side) • Double sided LED cabinet, size 3'2" x 7'4" • 1 to 11 rows of text and use your own images and video clips • 10-year parts availability guarantee (see warranty for info) • ETL Listed and FCC Part 15 compliant See full display capabilities Communication method Communication provided by cellular modem and LIFETIME Cell Connect data plan. See full specifications Sign structure and faces • Double sided 1'6" x 7'4" identification sign cabinet • Paint color: Blue (ID cabinet) Black (LED cabinet) Blue (mount) • Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face • TUFFAK® SL flat faces removable via right and left retainers • Double matchplate mount, matchplate hw • Leg height: 10'6", Mount on-center dimension: 2'8", Overall sign height: 15'2" • Minimum wind load rating: 130mph, exposure B • Lifetime warranty on structure & faces, including vandalism (see warranty for info) Electrical specifications • Total number of required 20 amp 120v circuits will be provided on engineer drawing. Max draw for whole sign: 14.29 amps. Custom options • Windload 130	\$24,235.35 Special Price: \$22,146.35 
Software SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. Learn more.	Included
Freight • Shipping of sign from factory to location	Included

Total: \$22,146.35
+ any applicable sales tax
Payment terms: Net 30 with Purchase Order Issued to Stewart Signs

INITIALS

Prepared for: City of Palatka • Palatka, FL

Prepared by: Alex Dix • adix@stewartsigns.com • 1.888.237.3928 x2090

SHIPPING INFORMATION

Invoices

CITY OF PALATKA
201 N 2ND ST
PALATKA, FL 32177-3735

All items not specified here will be shipped to:

City of Palatka
201 North 2nd Street
Palatka, FL 32177

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

TERMS & CONDITIONS (*unless noted elsewhere in this quote)

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

COMMUNICATION: Connectivity requires cell service at sign site. Must be within the United States (including Puerto Rico) with 4G LTE coverage shown on the Verizon Coverage Map (<https://www.stewartsigns.com/verizon-map>).

DATA PLAN: By purchasing the Cell Connect Data Plan, you are agreeing with the Data Plan Terms and Conditions (<https://www.signcommand.com/data-plan>).

I have read and understand the Terms & Conditions above. INITIALS 

ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Initial each page of the quote. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.
4. If your organization is sales tax exempt, provide your sales tax exemption certificate with order.

Customer's authorized signature for quote #1053942-7

SIGNATURE 

PRINT NAME

DATE

Alex Dix

Alex Dix, Sign Consultant

3/6/2025

Prepared for: City of Palatka • Palatka, FL

Prepared by: Alex Dix • adix@stewartsigns.com • 1.888.237.3928 x2090

Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed. LED panels are also covered from vandalism for the duration of the electronics portion of the Limited Warranty (5 years). Excludes Cornerstone monument signs and other Cornerstone components.
- 6) Failed electronic parts or assemblies will be repaired or replaced, at the sole discretion of the Company. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one quarter of one percent (0.25%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LEDs in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:
Failure by the Customer to properly maintain the Product will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty. This includes the Ubiquiti wireless radios provided by Stewart Signs, which carry a one (1) year warranty from ship date when purchased with a new sign.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.

INITIALS

Prepared for: City of Palatka • Palatka, FL

Prepared by: Alex Dix • adix@stewartsigns.com • 1.888.237.3928 x2090

- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring salt air/fog, electrochemical oxidation or corrosion and/or metallic pollutants. Also not covered is normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense.
- 13) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 14) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 15) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

10-Year Parts Guarantee - Stewart Signs provides a 10-year parts guarantee for our LED signage. While hardware can change year over year, we will have available suitable hardware to allow the continued use of your signage for 10-years from the ship date of the sign. Changes in hardware include but are not limited to: visual hardware changes, software changes, or control system upgrades.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/

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INITIALS

From: Boyd <Boyd@theridesolution.org>

Sent: Friday, March 7, 2025 10:12 AM

To: Marcia Carty <mcarty@palatka-fl.gov>

Cc: Eddie Cutwright <ecutwright@palatka-fl.gov>; Maricarmen Beltran <mbeltran@theridesolution.org>; Reginald Johnson <Reginald@theridesolution.org>

Subject: RE: Routes lost

Hi Marcia,

We were very glad to hear of your move from interim to permanent City Manager. Palatka made an excellent choice and everyone is very fortunate to have you as a resource. Congratulations.

Attached you will find the proposed schedule and map for the Tuesday and Thursday Palatka City Route services. The four hours per day of service are on the same route and schedule as the previous service, just cut down for this project and beginning at the Palatka Train Station rather than the Azalea Plaza complex.

Costs for the service include \$20,514 in variable costs (fuel, oil, tires, maintenance, driver salaries and fringe) plus \$4,486 in fixed costs, for a total of \$25,000. We were able to reduce fixed costs to this level as we are using the midday downtime of our Jacksonville Greyhound vehicle to service this Palatka City Route, thus eliminating any additional insurance expense. It means, however, that the quote is not scalable as normal fixed costs for this service would have been \$22,136, or 52% of total cost. Fixed cost percentage in the system has been high since the loss of Medicaid and Medwaiver trips and particularly high since the shutdown of the in-county routes.

This will be four hours of service a day on Tuesday's and Thursdays, 52 weeks a year, with the four, one hour runs beginning at 10:30am and ending at 2:30pm. The route would start at the Palatka Train Station and end at the Palatka Train Station, which will minimize deadhead from the bus compound. It would proceed from there to the Northside and then on to the rest of Palatka. Fares would start at \$2.00 though, down the line, if that looks like it is unnecessarily restricting use, I would ask that it be dropped to \$1.00 as the average fare in Florida for 2023 was \$1.09. Average Florida farebox recovery ratio in 2023 was 11.4%, which we were exceeding per capita by a factor of 3, prior to COVID when the fare was still a \$1.00.

We can't thank you enough for pursuing this local solution. Prior to the route shutdown in December of 2023, Ride Solution was serving over 2,000 Putnam citizens. We are now down to about 670. It has been a terrible transition to witness. On behalf of the Transportation Disadvantaged, we thank the City of Palatka for your response.

Sincerely,

Boyd

PALATKA CITY ROUTE				
TUESDAYS AND THURSDAYS SCHEDULE - PROPOSED				
MARCH 2025				
Bus Stop Location	Run 1	Run 2	Run 3	Run 4
PALATKA TRAIN STA., 220 S 11TH ST	10:34 AM	11:34 AM	12:34 PM	1:34 PM
FAMILY MARKET, 1201 MADISON ST	10:36 AM	11:36 AM	12:36 PM	1:36 PM
PALATKA HOUSING AUTHORITY A, 400 N 15TH ST	10:37 AM	11:37 AM	12:37 PM	1:37 PM
Washington & 15th,N 15TH ST	10:38 AM	11:38 AM	12:38 PM	1:38 PM
Napoleon & N 17th,NAPOLEON ST	10:39 AM	11:39 AM	12:39 PM	1:39 PM
Washington & 19th,N 19TH ST	10:40 AM	11:40 AM	12:40 PM	1:40 PM
Bronson & N 19TH ST	10:41 AM	11:41 AM	12:41 PM	1:41 PM
Middleton Shopping Center,N 19TH ST@REID ST	10:44 AM	11:44 AM	12:44 PM	1:44 PM
LEMON HEIGHTS, 2400 ST JOHNS AVE@BATES AVE	10:45 AM	11:45 AM	12:45 PM	1:45 PM
PUBLIX, 171 TOWN AND COUNTRY DR	10:48 AM	11:48 AM	12:48 PM	1:48 PM
Goodwill, 101 SR 19@ST JOHNS AVE	10:51 AM	11:51 AM	12:51 PM	1:51 PM
PALATKA MALL (VA OFFICE)	10:53 AM	11:53 AM	12:53 PM	1:53 PM
Ragsdale Apartments,N MOODY RD@COBALT ST	10:55 AM	11:55 AM	12:55 PM	1:55 PM
ST Johns College, 5001 ST JOHNS AVE	10:56 AM	11:56 AM	12:56 PM	1:56 PM
HOLLY RIDGE, 6401 ST JOHNS AVE	10:57 AM	11:57 AM	12:57 PM	1:57 PM
PUTNAM MEDICAL 611 ZEAGLER DR	10:59 AM	11:59 AM	12:59 PM	1:59 PM
WALMART, 1024 SO STATE ROAD	11:10 AM	12:10 PM	1:10 PM	2:10 PM
GOV'T PLAZA,CRILL AVE@S 14TH ST	11:15 AM	12:15 PM	1:15 PM	2:15 PM
BARRY MANOR, 1000 HUSSON AVE	11:19 AM	12:19 PM	1:19 PM	2:19 PM
Westover Manor,HUSSON AVE@CECILLE AVE	11:20 AM	12:20 PM	1:20 PM	2:20 PM
HUSSON AND EDGEMOOR	11:23 AM	12:23 PM	1:23 PM	2:23 PM
AZALEA HEALTH, 1302 RIVER ST@S 14TH ST	11:26 AM	12:26 PM	1:26 PM	2:26 PM
CITY DOCK, 319 RIVER ST	11:28 AM	12:28 PM	1:28 PM	2:28 PM
COURT HOUSE, 410 ST JOHNS AVE	11:30 AM	12:30 PM	1:30 PM	2:30 PM
DAIRY QUEEN, 822 ST JOHNS AVE@S 8TH ST	11:31 AM	12:31 PM	1:31 PM	2:31 PM
820 REID ST@N 9TH ST	11:33 AM	12:33 PM	1:33 PM	2:33 PM
PALATKA TRAIN STA., 220 S 11TH ST	11:34 AM	12:34 PM	1:34 PM	2:34 PM



















MINUTES
Town Hall Meeting
January 2, 2025

City Concerns/Ideas

- Encourage the logo Positively Putnam and to stand together. **Delivered through PIO.**
- Recommend bringing back the “Oasis” program at the Palatka High School years ago. Parents monitored the hallways and bathrooms and spoke with distressed or alone students at lunch. Crime went down at the High Schools that were involved. **School currently has a volunteer program that brings individuals from the community into the school to mentor troubled students.**
- Encouraged beginning a program similar to the “Up with Hope, Down with Dope” program of Key West, where volunteers spoke with drug dealers and disrupted their business.
- Identified the need for Increased communication. **City personnel is currently reviewing several options that will assist with communication with companies such as Textgo and Gogov.**
- Concerns were expressed regarding the need for mentors. **As explained by Commissioner Campbell at the meeting. The school system, Palatka PAL provides mentor services and the City currently partners with both organizations as well as providing youth internship opportunities.**
- Concerns about the lack of proper street lighting and overall appearance of the city. **City leadership has formed a task force identified as the Neighborhood Improvement Team. The group has focused on lighting, code enforcement issues, and improving the overall look of the community. All are proven factors to help reduce crime. The Police Department also has held community meetings with business owners to address Crime Prevention Through Environmental Design (CEPTD) strategies.**
- Identified the need to go to the School Board to speak with groups. **School currently has a volunteer program that brings individuals from the community into the school to mentor troubled students.**
- Expressed concern that more mentoring and counseling is needed in the schools. **The school board provides assistance with student counseling and contracts with outside organizations to assist in this area.**
- Advocate for the “see something, say something” campaign and for young leaders to inspire others.
- The need for solidarity and parenting classes to make better home environments

MINUTES
Town Hall
January 2, 2025

- Asked for volunteers to sign up for recreation programs. Cultural Affairs/Recreation Department

Police Department To Do:

- Check into the homeless living in the old meat packing plant. Was identified as a possible temporary housing solution but was determined to not to be the appropriate solution to the problem.
- Monitor speeding on 14th Street and drug dealing. Provided traffic enforcement and increase law enforcement presence to address drug activity.
- Monitor other traffic issues such as loud mufflers, and speeders, and need to watch for children. The Police Department has conducted an enforcement wave set out to address loud mufflers. Traffic enforcement throughout the city has been increased to address speeding and educate drivers. The Police Department has also provided traffic safety public announcements that have been advertised on social media.
- Asking for police cars in highly visible areas and unused radar detectors in areas where speeding is known. Continued traffic enforcement and visibility in areas of concern.
- Requesting additional police presence in grocery store parking lots at night. The Police Department provides extra patrols for retail establishments through Police Service Aide and officers assigned to the areas in question.
- Concerns were raised regarding the City Police Department and the County Sheriff's Office not working together. Confirmed both organizations are communicating properly and working together.

Commissioner Campbell asked the community to commit to help the community heal. Solutions include:

Mentoring programs

Reach One Teach One of the Putnam County School District

Take Stock in Children

He highlighted the activities for the youth to do through the City's Recreation Department and the Palatka Police Athletic League.

PAL's mentor program on the 2nd and 4th Sunday from 3:00 – 5:00 PM at the Family Life Center (owned by Calvary Missionary Baptist Church 1400 Bronson Street).

There is a pool at the Family Life Center they are working on repairing, as well as a Fitness Center. PAL has summer camp, basketball and e-sports at the Family Life Center.

ADOPT RESOLUTION 2025-R-29 – Grant Agreement for \$500,000 in State Funding for Land Acquisition at Kay Larkin Airport.

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City of Palatka seeks approval to enter into a grant agreement with the Florida Department of Transportation (FDOT) for the acquisition of land within the Runway Protection Zone (RPZ) at the east approach of Runway 9/27 at Kay Larkin Airport. FDOT has awarded **\$500,000 in FY25 state funding** for this project.

BACKGROUND

Kay Larkin Airport is a critical regional transportation hub, and maintaining compliance with FAA and FDOT safety regulations is essential. The land acquisition in the RPZ is a necessary step to ensure the long-term viability of the airport and to enhance safety by mitigating potential hazards in the approach area.

The grant agreement (FM#445880-1) will allow the City to acquire designated parcels in the east approach area of Runway 9/27. This acquisition aligns with the City's long-term airport improvement plan and Aviation Program Assurances, ensuring compliance with state and federal regulations.

PROJECT ANALYSIS

- **Project Location:** Palatka Municipal – Lt. Kay Larkin Field, Palatka, FL, Putnam County
- **Project Scope:**
 - The scope of work includes, but is not limited to:
 - Consultant and legal fees
 - Costs for surveys, appraisals, title search, and deed preparation
 - Land acquisition
 - The project will involve all necessary materials, labor, and incidentals required to complete the transfer of the subject property to the City.
 - The Sponsor (City of Palatka) will comply with all Aviation Program Assurances.
- **Funding & Budget Impact:**
 - **Total FDOT Grant Funding:** \$500,000
 - **Local Match Requirement:** \$0
 - **Project Timeline:** Acquisition to be completed as per FDOT requirements and

project schedule.

Staff Recommendation

Staff recommends approval of **Resolution 2025-R-29**, authorizing the City of Palatka to enter into a grant agreement with FDOT for the land acquisition project at Kay Larkin Airport. This project is crucial for maintaining compliance with aviation safety standards and securing the necessary land for future airport improvements.

ATTACHMENTS

1.	RESOLUTION 2025-R-29 GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR \$500,000 IN STATE FUNDING FOR LAND ACQUISITION AT KAY LA
2.	DRAFT PTGA - FM#445880-1 - RWY 9.27 RPZ Acquisition

RESOLUTION 2025-R-29

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF A GRANT
AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) FOR \$600,000 IN STATE
FUNDING FOR WILDLIFE HAZARD TRENCH FENCING
AT KAY LARKIN AIRPORT, PROVIDING FOR THE
INCORPORATION OF THE GRANT INTO THE CITY'S
BUDGET, AND PROVIDING FOR SCRIVENER'S ERRORS.**

WHEREAS, the City of Palatka owns and operates Lt. Kay Larkin Airport, which requires enhanced security measures to mitigate wildlife hazards and ensure aviation safety; and

WHEREAS, the Florida Department of Transportation (FDOT) has awarded the City of Palatka a \$600,000 grant (FM#446215-1) for the installation of wildlife hazard trench fencing to prevent wildlife incursions on the airfield; and

WHEREAS, the City Commission finds it in the best interest of the public to accept these funds and execute the necessary agreement to complete the project; and

WHEREAS, the City of Palatka will incorporate this grant into its budget using the following General Ledger (GL) accounts:

- 005-05-542-8-6323 – FDOT WILDLIFE HAZARD TRENCH FENCING (expense)
- 005-00-389-3-8933 – FDOT WILDLIFE HAZARD TRENCH FENCING (revenue)

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

1. The City Commission hereby approves and authorizes the execution of a grant agreement with FDOT for \$600,000 in state funding for the installation of wildlife hazard trench fencing at Lt. Kay Larkin Airport.
2. The City's Fiscal Year 2025 Budget shall reflect the revenue and expenditure accounts listed above.
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 13th day of Marh 2025.

CITY OF PALATKA

By: MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) <u>445880-1-94-01</u>	Fund(s): <u>Work Activity Code/Function:</u>	DPTO <u>215</u>	FLAIR Category: <u>088719</u>
	Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u>	Object Code: <u>751000</u>	Org. Code: <u>55022020228</u>
Contract Number: _____	Federal Award Date: <u>N/A</u>	Vendor Number: <u>VF596000401002</u>	
CFDA Number: <u>N/A</u>	Agency SAM/UEI Number: _____		
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.004</u>			
CSFA Title: <u>Aviation Grant Program</u>			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in PALATKA LT. KAY LARKIN AIRPORT ACQUIRE LAND IN RPZ TO RW 9-27 (EAST APPROACH AREA), as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

9. Project Cost:

- a. The estimated total cost of the Project is \$500,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$500,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

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

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

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

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Palatka

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): PALATKA LT. KAY LARKIN AIRPORT ACQUIRE LAND IN RPZ TO RW 9-27 (EAST APPROACH AREA)

B. Project Location (limits, city, county, map): Palatka Municipal-Lt Kay Larkin Field/Palatka, FL/Putnam

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and legal fees, costs of survey, appraisals, title search, deed preparation and land acquisition. It includes all materials, equipment, labor, and incidentals required to complete transfer of the subject property or properties to the sponsor. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445880-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	\$500,000.00
Total Financial Assistance							\$500,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$500,000.00	\$0.00	\$0.00	\$500,000.00	100.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$500,000.00	\$0.00	\$0.00	\$500,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Barbara Cloud

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

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

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

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

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

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

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

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

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

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

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

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

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

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:**a. Project Certifications.** Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$500,000

*The award amount may change with amendments

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

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

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

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

ADOPT RESOLUTION 2025-R-31 – FDOT Grant Agreement for \$600,000 in State Funding for Wildlife Hazard Trench Fencing.

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City of Palatka seeks approval to enter into a grant agreement with the Florida Department of Transportation (FDOT) for the installation of wildlife hazard trench fencing at **Palatka Municipal – Lt. Kay Larkin Field Airport**. FDOT has awarded **\$600,000 in FY25 state funding** for this project.

BACKGROUND

The installation of wildlife hazard trench fencing at Kay Larkin Airport is a critical safety improvement aimed at preventing wildlife incursions onto the airfield, which pose a significant risk to aircraft operations. This project aligns with FAA regulations and **FAA Advisory Circular (AC) 150/5370-10G**, which sets standards for airport construction, including fencing.

The grant agreement (**FM#446215-1, PFL0012837**) provides the necessary financial assistance for the City to implement these safety measures, ensuring compliance with state and federal aviation requirements. The project will enhance operational safety, reduce potential aircraft-wildlife conflicts, and support the long-term sustainability of the airport.

PROJECT ANALYSIS

- **Project Location:** Palatka Municipal – Lt. Kay Larkin Field, Palatka, FL, Putnam County
- **Project Scope:**
 - Allowable costs under this agreement include, but are not limited to:
 - Consultant and design fees
 - Survey costs
 - Permitting
 - Construction inspection and material testing
 - Mobilization and demobilization
 - Maintenance of traffic
 - Erosion control
 - Demolition, excavation, and embankment
 - Ground preparation
 - Installation of fencing, posts, rails, and gates
 - Sodding and seeding

- Provisions for electrical and fiber optic systems
 - Signage and pavement repairs
- The project will be completed in accordance with **FAA Advisory Circular (AC) 150/5370-10G, Part 8 (Fencing)**.
- The **Sponsor (City of Palatka)** will comply with all **Aviation Program Assurances**.
-
- **Funding & Budget Impact:**
 - **Total FDOT Grant Funding:** \$600,000
 - **Local Match Requirement:** \$0
 - **Project Timeline:** To be completed per FDOT requirements and project schedule.

Staff Recommendation

Staff recommends approval of **Resolution 2025-R-31**, authorizing the City of Palatka to enter into a grant agreement with FDOT for the wildlife hazard trench fencing project at Kay Larkin Airport. This project is essential for enhancing safety, reducing risks posed by wildlife, and ensuring compliance with aviation standards.

ATTACHMENTS

1.	RESOLUTION 2025-R-31 GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR \$600,000 IN STATE FUNDING FOR WILDLIFE HAZARD TRENCH FEN
2.	DRAFT PTGA - FM#446215-1 - 28J Wildlife Trench Fencing

RESOLUTION 2025-R-31

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF A GRANT
AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) FOR \$600,000 IN STATE
FUNDING FOR WILDLIFE HAZARD TRENCH FENCING
AT KAY LARKIN AIRPORT, PROVIDING FOR THE
INCORPORATION OF THE GRANT INTO THE CITY'S
BUDGET, AND PROVIDING FOR SCRIVENER'S ERRORS.**

WHEREAS, the City of Palatka owns and operates Lt. Kay Larkin Airport, which requires enhanced security measures to mitigate wildlife hazards and ensure aviation safety; and

WHEREAS, the Florida Department of Transportation (FDOT) has awarded the City of Palatka a \$600,000 grant (FM#446215-1) for the installation of wildlife hazard trench fencing to prevent wildlife incursions on the airfield; and

WHEREAS, the City Commission finds it in the best interest of the public to accept these funds and execute the necessary agreement to complete the project; and

WHEREAS, the City of Palatka will incorporate this grant into its budget using the following General Ledger (GL) accounts:

- 005-05-542-8-6323 – FDOT WILDLIFE HAZARD TRENCH FENCING (expense)
- 005-00-389-3-8933 – FDOT WILDLIFE HAZARD TRENCH FENCING (revenue)

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

1. The City Commission hereby approves and authorizes the execution of a grant agreement with FDOT for \$600,000 in state funding for the installation of wildlife hazard trench fencing at Lt. Kay Larkin Airport.
2. The City's Fiscal Year 2025 Budget shall reflect the revenue and expenditure accounts listed above.
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 13th day of Marh 2025.

CITY OF PALATKA

By: MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

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Financial Project Number(s): (item-segment-phase-sequence) 446215-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000401002
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in PALATKA LT KAY LARKIN APT INSTALL WILDLIFE TRENCH FENCING PFL0012837, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
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- a. The estimated total cost of the Project is \$600,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$600,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

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

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

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

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Palatka

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): PALATKA LT KAY LARKIN APT INSTALL WILDLIFE TRENCH FENCING PFL0012837

B. Project Location (limits, city, county, map): Palatka Municipal-Lt Kay Larkin Field/Palatka, FL/Putnam

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees; survey costs; permitting; construction inspection and material testing costs; mobilization and demobilization; maintenance of traffic; erosion control; demolition; excavation; embankment; ground preparation; installation of fencing, posts, rails, and gates; sodding; seeding; provisions for electrical and fiber optic systems; signage; and pavement repairs, including all materials, equipment, labor, and incidentals required to complete the fencing project in accordance with FAA Advisory Circular (AC) 150/5370-10G, Standards for Specifying Construction of Airports, Part 8 (Fencing). The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446215-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	\$600,000.00
Total Financial Assistance							\$600,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$600,000.00	\$0.00	\$0.00	\$600,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$600,000.00	\$0.00	\$0.00	\$600,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Kyle Coffman

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
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- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kyle Coffman (email:) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

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

- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's

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use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the

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deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

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

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

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

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

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

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

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

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

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

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

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

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

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

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

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

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$600,000

*The award amount may change with amendments

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

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

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

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

ADOPT RESOLUTION 2025-R-36 AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT (HMGP) APPLICATION TO FLORIDA DEPARTMENT OF EMERGENCY (FDEM) FOR THREE AREAS OF EROSION FOR NO LESS THAN \$180,000 (75% GRANT FUNDED/ 25% CITY MATCH)
Hazard Mitigation Grant Program (HMGP) Funding Opportunity Available for Mitigation Projects

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request to Adopt Resolution 2025-R-36

BACKGROUND

The City's stormwater system is aging, with sections ranging from 80 to 100 years old, leading to infrastructure failures, safety hazards, and legal risks. The three critical areas require immediate attention to mitigate public safety concerns, property damage, and potential liabilities.

PROJECT ANALYSIS

Project focuses on mitigating and remediating three areas of erosion located at 809 Kirby, Corner of 1st Street and Madison, Corner of N 18th and Madison.

Staff Recommendation

Adopt Resolution 2025-R-36 AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT (HMGP) APPLICATION TO FLORIDA DEPARTMENT OF EMERGENCY (FDEM)

ATTACHMENTS

1.	2025-R-36 HMPG 3 AREAS OF EROSION RESO
2.	OS 2025 HMGP HELENE FORM

RESOLUTION NO. 2025-R-36

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE SUBMISSION OF A HAZARD
MITIGATION GRANT (HMGP) APPLICATION TO
FLORIDA DEPARTMENT OF EMERGENCY SERVICES
(FDEM) FOR THREE AREAS OF EROSION PROJECT
FOR NO LESS THAN \$180,000; (75% GRANT FUNDED/ UP
TO 25% CITY MATCH); AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, FDEM has made available to local governments that were under declaration for DR- 4828 Hurricane Helene Hazard Mitigation grant funding; and

WHEREAS, the City of Palatka wishes to apply for funding to secure funding to mitigate three areas with pervasive erosion and drainage backup; and

NOW THEREFORE, be it resolved as follows:

1. That the Mayor, City Manager and Grants Administrator are hereby authorized to submit an application to the FDEM HMGP Grant Application Cycle
2. That 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 will be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 13th day of March 2025.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



OPPORTUNITY SUMMARY (OS)

Funding Opportunity Title:	Hazard Mitigation Grant Program
Funding Opportunity Number:	FEMA-4828-DR-FL (Hurricane Helene)
Funding Agency:	FEMA/ Federal Division of Emergency Management (FDEM) pass through
Funding Instrument Type:	Mitigation Grant
Letter of Intent to Apply	No- but must be added to County LMS priority listing
Closing/Due Date for Applications:	County- 3/6/25 to FDEM 7/25/25 by 11:59 pm
Amount/Year and Number of Years:	\$597, 123.84 TOTAL Available (likely reallocation from other counties to increase \$) Tier
Key Purpose: The Hazard Mitigation Grant Program is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. It is a partnership that is designed to assist states, local governments, private non-profit organizations and Indian Tribes in implementing long-term hazard mitigation measures following a major disaster declaration. This includes the following activities: • Acquisition (demolition or relocation) of existing at-risk structures • Aquifer (recharge, storage and recovery) serve primarily as a drought management tool and reduce flood risk • Dry Floodproofing structures by sealing the structure to keep floodwaters out • Elevation of flood prone structures • Flood Risk Reduction (Localized or Non-localized) – lessen the frequency or severity of flooding • Generator for critical facilities or are an integral part of a larger eligible project • Infrastructure Retrofit modifications to the existing infrastructure to reduce or eliminate the risk of future damage and increase protection • Mitigation Reconstruction of properties that cannot be elevated • Safe Room to provide immediate life-safety protection from severe wind events • Secondary Power Source to increase power system resilience • Stabilization to reduce risk to structures/infrastructure from erosion • Structural Retrofit modifications addressing the structural element of a building/facility that are essential to increase protection • Wildfire Mitigation - at-risk structures and associated loss of life from the threat of future wildfires • Wind Retrofit modifications to the existing structure to reduce or eliminate the risk of future damage and increase protection.	
Funder Priorities/Preferences:	Disaster Declared Areas
Eligible Applicants: • Government Entities • Private Non-Profit Organization • Indian Tribes	
Target Population:	City/ County residents
Geographical Limitations:	City bounds
Anticipated Issuance of Notices of Award:	N/A
Anticipated Project Start Date	Based on award date

Anticipated Project End Date	Based on award date
Estimated Number of Awards:	N/A
Administrative or Indirect Cost Allowed:	Allowable with restrictions (Sub-recipient management costs up to 5% of project cost)
Cost Sharing/Match Required:	Yes- 25% (Based on disaster declaration) Contributions, Cash, In-kind, or *Global Match
Key Requirements: • Conforms with the State of Florida Mitigation Plan. • Provides a beneficial impact upon the disaster area. • Conforms with environmental regulations (44 CFR Part 9 & 10) • Solves a problem (Independently or as a functional part of a solution). • Meets all applicable State and local codes and standards and does not contribute to or encourage development in coastal high hazard areas or other vulnerable areas. • Demonstrate cost- effectiveness in Direct damages (property), Indirect damages (loss of function), or deaths and injuries. • Considers a range of alternatives. • Eligible mitigation projects must be placed on the LMSWG project priority list. • Can phase project (Phase I {12 months} & Phase II {24 months}) or have a 1 phase project (12 months or less)	
Data and Performance: You must document your plan for data collection and reporting. Recipients will be required to report performance on measures such as the following: How many city residents are affected, environmental information and reviews, construction planning and completion, procurement, and project invoices.	
Ineligible Activities/ Funding Restrictions: • Cost Reimbursement program. • Cannot be used to fund equipment (emergency pumps, vehicles, and communication devices). • Cannot be used for general maintenance projects. • Cannot be used for Hazard identification or mapping. • Stand-alone studies, design, and planning-related activities, not directly related to the design and implementation of a proposed mitigation project • Cannot be used for Geographic information system software, hardware and data acquisition whose primary aim is to implement a hazard mitigation project. • Cannot use another federal source of funding to match (no double dipping) • Construction of new facilities • Projects already in progress	
Informational Webinar: None listed.	
Previous Recipients in our Region: Fire Department, Putnam County, City of Welaka, Florida Forest Service, Putnam County School Board, Northeast FL Regional Council, Town of Pomona Park, Crescent City.	
Application Links: Microsoft Word - HMGP R1 DEMES Job Aid_vF.docx	

ADOPT RESOLUTION 2025-R-37, AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT (HMGP) APPLICATION FOR TIERRA WOODS PROJECT TO FLORIDA DEPARTMENT OF EMERGENCY SERVICES (FDEM) FOR NO LESS THAN \$250,000; (75% GRANT FUNDED/ UP TO 25% CITY MATCH);

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt RESOLUTION NO.2025-R-37 to apply for HMGP to fund project.

BACKGROUND

The Old Wolf Bay Drive and Tierra Woods Subdivision experience recurring flooding during wet weather events due to an outdated drainage system designed in the 1970s. The existing infrastructure is inadequate to handle current water volumes, posing risks to residential properties.

Key Issues & Preliminary Findings

- **Undersized Culverts:** The current culverts may be insufficient for handling water runoff, contributing to localized flooding.
- **Inadequate Drainage Grading:** Swales within the subdivision and along Old Wolf Bay are retaining water instead of facilitating drainage.
- **Survey Requirement:** Elevation and cross-drain assessments are needed to determine necessary upgrades.

PROJECT ANALYSIS

Proposed Solutions

1) **Conduct Elevation & Drainage Surveys:** Assess culvert sizing, drainage flow, and necessary modifications, Determine optimal cross-drain locations and infrastructure needs.

2) **Regrade Swales & Improve Drainage Flow:** Implement grading improvements to create positive drainage flow and prevent standing water, Enhance runoff management to reduce

flooding impact on residential properties.

3) Upgrade Drainage Infrastructure (Based on Survey Findings): Replace undersized culverts if needed, Implement additional drainage solutions to accommodate increased water volume.

Staff Recommendation

Adopt RESOLUTION NO. 2025-R-37

ATTACHMENTS

1.	2025-R-37 HMGP Tiera woods RESO
2.	OS 2025 HMGP milton FORM

RESOLUTION NO. 2025-R-37

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT (HMGP) APPLICATION TO FLORIDA DEPARTMENT OF EMERGENCY SERVICES (FDEM) FOR TIERRA WOODS PROJECT NO LESS THAN \$250,000; (75% GRANT FUNDED/ UP TO 25% CITY MATCH); AND PROVIDING FOR SCRIVENER’S ERRORS

WHEREAS, FDEM has made available to local governments that were under declaration for DR- 4834 Hurricane Milton Hazard Mitigation grant funding; and

WHEREAS, the City of Palatka wishes to apply for funding to secure funding to mitigate the area of Tierra Woods and Old Wolf Bay Drive due to pervasive drainage backup; and

NOW THEREFORE, be it resolved as follows:

- 1. That the Mayor, City Manager and Grants Administrator are hereby authorized to submit an application to the FDEM HMGP Grant Application Cycle
- 2. That 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 will be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 13th day of March 2025.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



OPPORTUNITY SUMMARY (OS)

Funding Opportunity Title:	Hazard Mitigation Grant Program
Funding Opportunity Number:	FEMA-4834-DR-FL (Hurricane Milton)
Funding Agency:	FEMA/ Federal Division of Emergency Management (FDEM) pass through
Funding Instrument Type:	Mitigation Grant
Letter of Intent to Apply	No- but must be added to County LMS priority listing
Closing/Due Date for Applications:	County- 3/6/25 to FDEM 7/25/25 by 11:59 pm
Amount/Year and Number of Years:	\$2,291,029.29 TOTAL Available (likely reallocation from other counties to increase \$) Tier
Key Purpose: The Hazard Mitigation Grant Program is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. It is a partnership that is designed to assist states, local governments, private non-profit organizations and Indian Tribes in implementing long-term hazard mitigation measures following a major disaster declaration. This includes the following activities: • Acquisition (demolition or relocation) of existing at-risk structures • Aquifer (recharge, storage and recovery) serve primarily as a drought management tool and reduce flood risk • Dry Floodproofing structures by sealing the structure to keep floodwaters out • Elevation of flood prone structures • Flood Risk Reduction (Localized or Non-localized) – lessen the frequency or severity of flooding • Generator for critical facilities or are an integral part of a larger eligible project • Infrastructure Retrofit modifications to the existing infrastructure to reduce or eliminate the risk of future damage and increase protection • Mitigation Reconstruction of properties that cannot be elevated • Safe Room to provide immediate life-safety protection from severe wind events • Secondary Power Source to increase power system resilience • Stabilization to reduce risk to structures/infrastructure from erosion • Structural Retrofit modifications addressing the structural element of a building/facility that are essential to increase protection • Wildfire Mitigation - at-risk structures and associated loss of life from the threat of future wildfires • Wind Retrofit modifications to the existing structure to reduce or eliminate the risk of future damage and increase protection.	
Funder Priorities/Preferences:	Disaster Declared Areas
Eligible Applicants: • Government Entities • Private Non-Profit Organization • Indian Tribes	
Target Population:	City/ County residents
Geographical Limitations:	City bounds
Anticipated Issuance of Notices of Award:	N/A
Anticipated Project Start Date	Based on award date

Anticipated Project End Date	Based on award date
Estimated Number of Awards:	N/A
Administrative or Indirect Cost Allowed:	Allowable with restrictions (Sub-recipient management costs up to 5% of project cost)
Cost Sharing/Match Required:	Yes- 25% (Based on disaster declaration) Contributions, Cash, In-kind, or *Global Match
Key Requirements: • Conforms with the State of Florida Mitigation Plan. • Provides a beneficial impact upon the disaster area. • Conforms with environmental regulations (44 CFR Part 9 & 10) • Solves a problem (Independently or as a functional part of a solution). • Meets all applicable State and local codes and standards and does not contribute to or encourage development in coastal high hazard areas or other vulnerable areas. • Demonstrate cost- effectiveness in Direct damages (property), Indirect damages (loss of function), or deaths and injuries. • Considers a range of alternatives. • Eligible mitigation projects must be placed on the LMSWG project priority list. • Can phase project (Phase I {12 months} & Phase II {24 months}) or have a 1 phase project (12 months or less)	
Data and Performance: You must document your plan for data collection and reporting. Recipients will be required to report performance on measures such as the following: How many city residents are affected, environmental information and reviews, construction planning and completion, procurement, and project invoices.	
Ineligible Activities/ Funding Restrictions: • Cost Reimbursement program. • Cannot be used to fund equipment (emergency pumps, vehicles, and communication devices). • Cannot be used for general maintenance projects. • Cannot be used for Hazard identification or mapping. • Stand-alone studies, design, and planning-related activities, not directly related to the design and implementation of a proposed mitigation project • Cannot be used for Geographic information system software, hardware and data acquisition whose primary aim is to implement a hazard mitigation project. • Cannot use another federal source of funding to match (no double dipping) • Construction of new facilities • Projects already in progress	
Informational Webinar: None listed.	
Previous Recipients in our Region: Fire Department, Putnam County, City of Welaka, Florida Forest Service, Putnam County School Board, Northeast FL Regional Council, Town of Pomona Park, Crescent City.	
Application Links: Microsoft Word - HMGP R1 DEMES Job Aid_vF.docx	

ADOPT RESOLUTION 2025-R-23 granting a special events permit to Community Affairs for Night Beats, a city social to be held March 21st 2025.

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Road closures of Memorial from Laurel to Reid St and of St. Johns Ave from 1st to Memorial. Also requesting permit for amplified sound.

BACKGROUND

R&B music at the river-front, food trucks and Karaoke

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.	Res Night
2.	night beats app

RESOLUTION NO. 2025-R-23

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO COMMUNITY AFFAIRS DEPARTMENT FOR NIGHT BEATS SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION; AND PROVIDING FOR SCRIVENER’S ERRORS

WHEREAS, Community Affairs Department has made an application to the City of Palatka for a special event permit for Night Beats R&B On the River.

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 Night Beats R&B On the River is hereby granted to the Cultural Affairs Department with the following provisions and stipulations:
- a.** A Class “C” Special Events Permit is hereby granted for the event to be held on March 21, 2025, during the hours provided in the application.
 - b.** Amplified sound on the date provided on 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 13th day of March 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY



Date Received: 2/10/25
Permit Classification: C

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Jessica Cruz
Address: 1900 Napoleon st Email: JCruz@palatka-fl.gov
Palatka, FL 32177 Phone: 386-213-0948
2. Secondary Contact: Reno Fells
Address: 1900 Napoleon st Email: RenoFells@palatka-fl.gov
Palatka, FL 32177 Phone: 386-329-0100 ext 323
3. Event Sponsor/Organization: _____
4. Name of Event: Night Beats (R3B on the River)
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

Dr. Karoke, food trucks 3-4

6. Event Location (911 Address): _____

7. Road Closures: ex. St. Johns Avenue from First Street to Second Street
Memorial from Laurel to Reid st
St. Johns from 1st to Memorial
- | | |
|------------|----------|
| from _____ | to _____ |
| from _____ | to _____ |
| from _____ | to _____ |
| from _____ | to _____ |
| from _____ | to _____ |
| from _____ | to _____ |
| from _____ | to _____ |
| from _____ | to _____ |

1
41 trash

8. Onsite representatives during the event:

Name: Reno Fells Cell Phone: _____
Name: Jessica Cruz Cell Phone: 386-213-0948

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

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

3/21/25 4 PM to 6 PM 6 PM to 10 PM _____ to _____

Event:

<u>3/21/25</u>	<u>6 PM</u>	to	<u>10 PM</u>	_____	_____
<u>____</u>	<u>____</u>	to	<u>____</u>	_____	_____
<u>____</u>	<u>____</u>	to	<u>____</u>	_____	_____
<u>____</u>	<u>____</u>	to	<u>____</u>	_____	_____
<u>____</u>	<u>____</u>	to	<u>____</u>	_____	_____
<u>____</u>	<u>____</u>	to	<u>____</u>	_____	_____
<u>____</u>	<u>____</u>	to	<u>____</u>	_____	_____
<u>____</u>	<u>____</u>	to	<u>____</u>	_____	_____
<u>____</u>	<u>____</u>	to	<u>____</u>	_____	_____
<u>____</u>	<u>____</u>	to	<u>____</u>	_____	_____

Breakdown:

3/21/25 10 PM to 11 PM _____ to _____

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

75-100

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.

NO

Include date and time:

____ ____ to ____ to ____

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

NO

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

REQUIRED ATTACHMENTS

☒ Site Plan (see checklist)

Parking
Number and location of food vendors
Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
Street Closures/Barriades/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, 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, (Exh. 1), 12-9-2010)

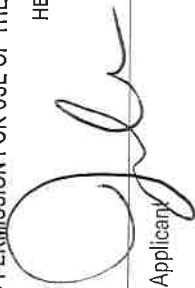
The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

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

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

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED

HEREIN, AND AGREE TO BE BOUND BY SAME.


Signature of Applicant _____ Date _____

State of Fla. County of Putnam

The foregoing application is acknowledged before me this 28 day of Feb, 2025, by Deonica Cruz, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL


PETER WILLOTT
Notary Public
State of Florida
Comm# HH349690
Expires 1/12/2027


Signature of Notary Public, State of _____

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.

 _____
Signature of Applicant Name of Facility being used

Print Name of Applicant

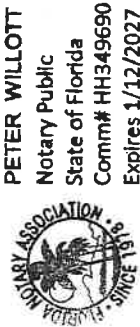
Date of Use

State of Fla. County of Putnam
The foregoing application is acknowledged before me this 28 day of Feb, 20 25, by _____, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Signature of Notary Public, State of _____



ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, on behalf of

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


Signature

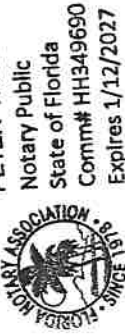
Date

Print Name

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

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 28 day of Feb., 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 ~~perpetuity~~ same.




Notary Public

My commission expires:

1/12/27

ADOPT RESOLUTION 2025-R-24 granting a special events permit to Community Affairs for the Annual Hippity Hoppity Easter event to be held on 04/19/2025 at the St. Johns River-Front.

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Community Affairs is requesting road closures of Memorial from Laurel to Reid St. and of St. Johns from 1st to Memorial St.

BACKGROUND

Games, egg hunt, pictures with the Easter bunny, hotdogs, chips and drinks.

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.	Hippity Hoppity Easter Event Res
2.	Hippity Hoppity app

RESOLUTION NO. 2025-R-24

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO THE COMMUNITY AFFAIRS DEPARTMENT FOR HIPPITY HOPPITY EASTER EVENT SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, Community Affairs Department has made an application to the City of Palatka for a special event permit for HIPPITY HOPPITY EASTER EVENT.

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 HIPPITY HOPPITY EASTER EVENT is hereby granted to the Cultural Affairs Department with the following provisions and stipulations:

- a.** A Class "B" Special Events Permit is hereby granted for the event to be held on April 19, 2025, during the hours provided in the application.
- b.** Amplified sound on the date provided on 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 13th day of March 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY



Date Received: 2/10/25
Permit Classification: B

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Jessica Cruz
Address: 1900 Napoleon St Email: JCruz@Palatka-fl.gov
Palatka, FL 32177 Phone: 386-213-0948
2. Secondary Contact: Courtney James
Address: 1900 Napoleon St Email: CJames@Palatka-fl.gov
Palatka, FL 32177 Phone: 386-916-5916
3. Event Sponsor/Organization: City of Palatka
Attach a certificate of Tax Exemption if applicable.
4. Name of Event: Hippity Hopity
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):
food, games, egg hunt, pictures w/ Easter
Bunny
2 food
11:30 - 12:00 kids 1-7 yrs
12:30 - 1:00 7 and up

6. Event Location (911 Address): _____
7. Road Closures: ex. St. Johns Avenue from First Street to Second Street
Memorial from laurel to Reid St
St. Johns from 1st to Memorial
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____

8. Onsite representatives during the event:

Name: Jessica Cruz

Cell Phone: 386-213-0948

Name: Courtney James

Cell Phone: 386-910-5916

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

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

4/19/25 9^{am} to 11^{am} : to : : to :

Event:

4/19/25 11^{am} to 2^{pm} 11^{am} to 2^{pm} : to : : to :
/ / : to : : to : : to :
/ / : to : : to : : to :
/ / : to : : to : : to :
/ / : to : : to : : to :
/ / : to : : to : : to :
/ / : to : : to : : to :
/ / : to : : to : : to :

Breakdown:

4/19/25 2pm to 3pm : to : : to :

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

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
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- ☐ Example of special event vendor permits provided
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- ☐ Alcohol liability certificate of insurance- city as "additional insured"
- ☐ Alcohol license (copy)
- ☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

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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.

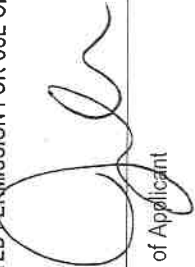
(d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

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

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


Signature of Applicant

Date

State of FLA County of Putnam

The foregoing application is acknowledged before me this 28 day of Feb, 2025, by _____, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL


PETER WILLOTT
Notary Public
State of Florida
Comm# HH349690
Expires 1/12/2027 APPLICATION APPROVED


Signature of Notary Public, State of Fla.

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 meals 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
---	--

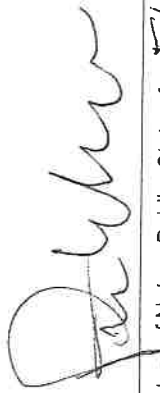
_____ Print Name of Applicant	_____ Date of Use
----------------------------------	----------------------

State of Fla. County of Putnam.

The foregoing application is acknowledged before me this 09 day of Feb, 2025, by _____, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

 **PETER WILLOTT**
Notary Public
State of Florida
Comm# HH349690
Expires 1/12/2027

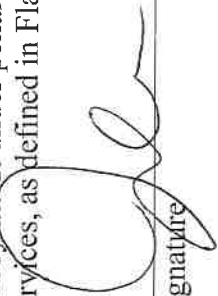


Signature of Notary Public, State of Fla.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, on behalf of

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


Signature

Date

Print Name

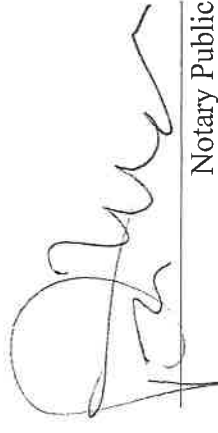
Title – must be an officer or a
Representative of the nongovernmental entity

**STATE OF FLORIDA
COUNTY OF PUTNAM**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 28 day of Feb. by
_____, to me personally known to be the person described in and
who executed the foregoing instrument, or who produced appropriate identification, and
acknowledged before me the execution of same.



PETER WILLOTT
Notary Public
State of Florida
Comm# HH349690
Expires 1/12/2027


Notary Public

My commission expires:

1/12/2027

ADOPT RESOLUTION 2025-R-25 granting a special events permit to Kiwanis of the Azalea City for the Bass Tournament to be held 04/26/2025 at 319 River St.

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Becky Williams with Kiwan of the Azalea City is requesting a permit for amplified sound. No road closures

BACKGROUND

Bass Tournament

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.	Kiwanis res
2.	kiwanis app

RESOLUTION NO. 2025-R-25

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO THE COMMUNITY AFFAIRS DEPARTMENT FOR Kiwanis Bass Tournament SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, Kiwanis of the Azalea City has made an application to the City of Palatka for a special event permit for Kiwanis Bass Tournament.

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 Kiwanis Bass Tournament is hereby granted to the Cultural Affairs Department with the following provisions and stipulations:

- a.** A Class "B" Special Events Permit is hereby granted for the event to be held on April 26, 2025, during the hours provided in the application.
- b.** Amplified sound on the date provided on 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 13th day of March 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY



Date Received: 6/20/2024
Permit Classification: B

APPLICATION FOR SPECIAL EVENT

- Primary Contact: Becky Williams
Address: _____
Email: Beckywilliams@btoer.org-hoacorn
Phone: 352213-4200
- Secondary Contact: Mike ~~Ad~~ Mroedth
Address: _____
Email: mroedth@dayeketc.com
Phone: 326-546-5288
- Event Sponsor/Organization: Kiwan of the Azalea City
Attach a certificate of Tax Exemption if applicable.
- Name of Event: Bass Tournament
- Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regallas, arts/crafts displays, still motion picture production, etc.):
Bass Tournament

Stage -
Hotdog guy -

- Event Location (911 Address): 319 River St Palatka
- Road Closures: ex. St. Johns Avenue from First Street to Second Street
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____

¹
\$190

20 Cones
8 Trash

8. Onsite representatives during the event:

Name: B. Kelly

Cell Phone: 352-213-4200

Name: M. Ke

Cell Phone: _____

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

Date(s) of Event: Hours: _____ Amplified Sound: _____ Alcohol: _____ Attendance _____

Setup:

4/25/25 4pm to 6pm

~~_____ to _____~~

Event:

4/26/25 4am to 6:00am

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Breakdown:

4/26/25 6pm to 8pm

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

800

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: 20

Uniform identification: _____

REQUIRED ATTACHMENTS

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

- ☐ Tentative Schedule of Events
- ☐ 501(C) (3) Certificate of Exemption # _____
- ☐ 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.

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HEREIN, AND AGREE TO BE BOUND BY SAME.

Becky Williams
Signature of Applicant

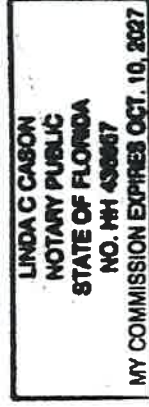
Date

6-20-2024

State of Florida County of Putnam

The foregoing application is acknowledged before me this 20th day of June, 2024, by Becky Williams, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Linda Cason
Signature of Notary Public, State of Florida

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

MOBILE CASH
CLUB VOUCHER
STATE OF FLORIDA
Y2000 M1 01
COMMISSION EXHIBIT OCT 10 2001

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City of Palatka
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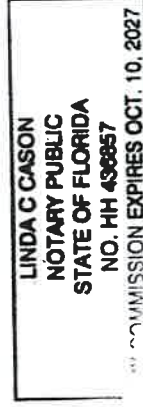
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Becky Williams Boat Ramp
Signature of Applicant Name of Facility being used
Becky Williams April 26, 2025
Print Name of Applicant Date of Use

State of Florida County of Putnam
The foregoing application is acknowledged before me this 20th day of June, 2024, by
Becky Williams, who is personally known to me, or who has/have produced
_____ as identification.

NOTARY SEAL



Linda Cason
Signature of Notary Public, State of Florida

ADOPT RESOLUTION 2025-R-26 granting a special events permit to Papa Rays BBQ for Papa Ray's 2nd Annual Car and Bike show to be held 04/03/2025 at 816 St. Johns Ave.

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

Car and bike show, trophies will be given, a chamber member will be a judge, food

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.	papa ray reso
2.	papa app

RESOLUTION NO. 2024-R-91

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO Papa Ray's BBQ; SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION FOR ROAD CLOSURES from 816 St. Johns Street to 8th Street; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, Papa Ray's BBQ has made an application to the City of Palatka for a special events permit for Papa Ray's 1st Annual Car Show;

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 Papa Ray's 1st Annual Car Show is hereby granted to Papa Ray's BBQ with the following provisions and stipulations:

- a.** A Class "A" Special Events Permit is hereby granted for the event to be held on May 11, 2024 through May 11, 2024 during the hours provided in the application
- b.** Road closures from 816 St. Johns Street to 8th 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 25th day of April, 2024.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Jerry (Tank) Reynolds
Address: 816 St John Ave
Palatka
Email: Jerry@krown.com
Phone: 315-690-2324
2. Secondary Contact: Tony Allen
Address: 816 St Johns Ave
Palatka
Email:
Phone:
3. Event Sponsor/Organization: Papa Rays BBQ

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Papa Rays 2nd annual car show and BBQ
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):
Car and Bike show 12:30 Pave Traphus Food From Papa Rays New Road closed in front of Papa Ray w/D Blocking L.D Wings and daily even a chamber member will be a Judge

6. Event Location (911 Address): 816 St John Ave
7. Road Closures: ex. St. Johns Avenue from First Street to Second Street
from _____ to _____
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: Sherry Rayner
Name: Tony Allen

Cell Phone: 315 690 2324
Cell Phone: 386 336 7632

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

Date(s) of Event: Hours: Amplified Sound:

Alcohol: Attendance

Setup:

4/3/25 3 to 8 NA NA to 40

Event:

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Breakdown:

4/3/25 8 to pm to

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

40 we had last year

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:

8 8

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**

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 GFIC. 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.

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.

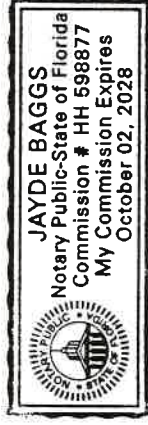
Gerald Reynolds
Signature of Applicant

2/11/25
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 13 day of February, 2025, by Gerald Reynolds, who is personally known to me, or who has/have produced Drivers License as identification.

NOTARY SEAL



Jayde Baggs
Signature of Notary Public, State of FL

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

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.

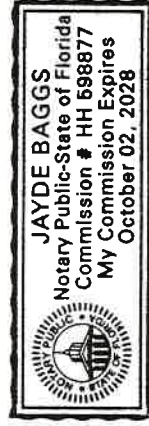
Signature of Applicant 	Name of Facility being used 
---	--

<u>Herald Reynolds</u>	Date of Use
Print Name of Applicant	

State of Florida County of Putnam

The foregoing application is acknowledged before me this 13 day of February 2025, by Gerald Reynolds, who is personally known to me, or who has/have produced Drivers License as identification.

NOTARY SEAL



Jayde Baggett
Signature of Notary Public, State of FL.

ADOPT RESOLUTION 2025-R-27 granting a special events permit to Bartram Trail Society of Florida for the 2025 St. Johns River Bartram Frolic to be held April 11th, 12th, and 13th at the St. Johns River-Front.

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Mike Adams of the Bartram Trail Society of Florida is requesting road closures of Memorial from Reid to 2nd and St. Johns from Memorial to 2nd. Mike is also requesting a permit for amplified sound.

BACKGROUND

Recreation events such as paddling, hiking, equestrian rides and river cruises, and food trucks will be present. Historic displays will be available for educational and enjoyment.

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.	bartram frolic app
2.	Frloic res (1)

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Jerry (Tank) Reynolds
Address: 816 St John Ave
Palatka
Email: Jerry@krown.com
Phone: 315-690-2324
2. Secondary Contact: Tony Allen
Address: 816 St Johns Ave
Palatka
Email: _____
Phone: _____
3. Event Sponsor/Organization: Papa Rays BBQ

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Papa Rays 2nd annual car show and BBQ
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):
Car and Bike show 12:30 Pave Traphus Food From Papa
Rays New Road closed in front of Papa Ray w/D
Blocking L.D Wings And daily even a checker
men bet will be a Judge

6. Event Location (911 Address): 816 St John St
7. Road Closures: ex. St. Johns Avenue from First Street to Second Street
_____ from _____ to _____
_____ 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: Sherry Rayner
Name: Tony Allen

Cell Phone: 315 690 2324
Cell Phone: 386 336 7632

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

Date(s) of Event: Hours: Amplified Sound:

Alcohol: Attendance

Setup:

4/3/25 3 to 8 NA NA to 40

Event:

<u>/</u> <u>/</u> <u>/</u>	<u>:</u> <u>:</u> <u>:</u>	<u>:</u> <u>:</u> <u>:</u>	<u>:</u> <u>:</u> <u>:</u>
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Breakdown:

4/3/25 8 pm : : : : : : : : : :

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

40 was last year

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:

/ / : : : : : : : :

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

14. Number of staff/ volunteer: 8

Uniform identification: 8

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
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- ☐ Main emergency vehicle access to site
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- ☐ Carnival location (if any)
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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.

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.

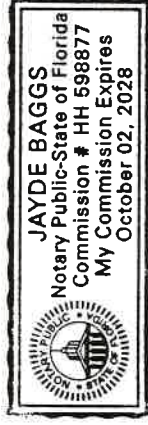
Gerald Reynolds
Signature of Applicant

2/11/25
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 13 day of February, 2025, by
Gerald Reynolds, who is personally known to me, or who has/have produced
Drivers License as identification.

NOTARY SEAL



Jayde Baggs
Signature of Notary Public, State of FL

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

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.

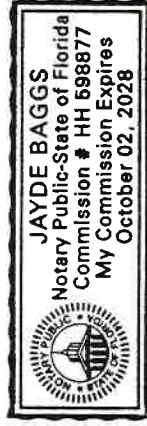
Signature of Applicant <i>Charles Byrum</i>	Name of Facility being used <i>Father Rays BBA</i>
---	--

Gerald Reynolds Print Name of Applicant	Date of Use
--	-------------

State of Florida County of Putnam

The foregoing application is acknowledged before me this 13 day of February 2025, by Gerald Reynolds, who is personally known to me, or who has/have produced Drivers License as identification.

NOTARY SEAL



Jayde Baggett
Signature of Notary Public, State of FL.

RESOLUTION NO. 2025-R-27

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO THE COMMUNITY AFFAIRS DEPARTMENT FOR St. Johns Bartram Frolic SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, Bartram Trail Society of Florida has made an application to the City of Palatka for a special event permit for 2025 St. Johns Bartram Frolic.

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 St. Johns Bartram Frolic is hereby granted to the Cultural Affairs Department with the following provisions and stipulations:

- a.** A Class "B" Special Events Permit is hereby granted for the event to be held on April 8th – 12th 2025, during the hours provided in the application.
- b.** Amplified sound on the date provided on 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 13th day of March 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

ADOPT RESOLUTION 2025-R-28 granting a special events permit to The Rudder Club of Jacksonville for the 71st Annual Mug Race to be held on 05/02/2025 and 05/03/2025.

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

Skippers meeting will be held at the amphitheater on May 2nd at 7:15 pm and the race will take place 05/03/2025 at 6:00 AM.

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.	mug res
2.	mug app

RESOLUTION NO. 2025-R-28

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO THE COMMUNITY AFFAIRS DEPARTMENT FOR 71ST ANNUAL MUG RACE SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, Rudder Club of Jacksonville has made an application to the City of Palatka for a special event permit for 71ST ANNUAL MUG RACE.

WHEREAS, the City of Palatka's Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

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

Section 1: That Special Events Permit for 71ST ANNUAL MUG RACE is hereby granted to the Cultural Affairs Department with the following provisions and stipulations:

- a.** A Class "B" Special Events Permit is hereby granted for the event to be held on May 3rd 2025, during the hours provided in the application.
- b.** Amplified sound on the date provided on 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 13th day of March 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY



Date Received: 10/29/24
Permit Classification: B

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: DONNA MOHR

Address: 8533 MALAGA AVE. Email: DONNA.MOHR@COMCAST.NET

JACKSONVILLE, FL 32244 Phone: 904 655 9728
2. Secondary Contact: BILL FRAZIER

Address: 8533 MALAGA AVE. Email: WFRAZIER@DCRLAW.COM

JACKSONVILLE, FL 32244 Phone: 904 813 4990
3. Event Sponsor/Organization: THE RUDDER CLUB OF JACKSONVILLE

Attach a certificate of Tax Exemption if applicable.
4. Name of Event: THE 71ST ANNUAL MUG RACE

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

SAILBOAT RACE FROM PALATKA TO JACKSONVILLE.

Race will start just north of the US 17 Memorial Bridge in Palatka at about 8am

on Saturday May 3, 2025. On Friday May 2, participants will be setting up boats

in Riverfront Park and in the parking area of the City Docks. Larger boats

will be docked at City Dock or the Quality Inn. The skippers' meeting will be held in the

park amphitheater from 7:15 pm - 7:45 pm on Friday May 2.
6. Event Location (911 Address): Riverfront Park and City Dock/Ramp

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

NONE (JC)

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: Rich Brew Cell Phone: 904 635 8849

Name: Darryl Currie Cell Phone: 904 735 4639

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

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup: 5 / 2 / 25 10 AM to 10 PM None None None

Event:

<u>5 / 2 / 25</u>	<u>10am</u>	<u>10pm</u>		
	to	to		
<u>5 / 2 / 25</u>	<u>7:15 pm</u>	<u>7:45 pm</u>	<u>None</u>	<u>100 for rigging (boat setup)</u>
	to	to		<u>100 for competitor's meeting</u>
<u>5 / 3 / 25</u>	<u>6am-8am</u>			<u>160 for launching boats</u>
<u>date of event</u>	to	to		
<u>/ /</u>	to	to		
<u>/ /</u>	to	to		
<u>/ /</u>	to	to		
<u>/ /</u>	to	to		

Breakdown:

5 / 3 / 24 by 9:30 am to to to

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

200, based on historical attendance

11. Number and type of auxiliary vehicles/ equipment: support boats north of US 17 bridge

5 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 to

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

14. Number of staff/ volunteer: 15 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.

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

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

Donna Mohr
Signature of Applicant

10/28/24
Date

State of Florida County of Duval

The foregoing application is acknowledged before me this 28 day of October, 2024, by Donna Leah Mohr, who is personally known to me, or who has/have produced FL DL M400-17253-9684as identification.

NOTARY SEAL



Heather Meyer
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.

Donna Mohr Riverfront Park Amphitheatre
Signature of Applicant Name of Facility being used
Donna Mohr May 23 - 2025
Print Name of Applicant Date of Use

State of Florida County of Duval

The foregoing application is acknowledged before me this 28 day of October, 2024, by
Donna Leah Mohr, who is personally known to me, or who has/have produced
DL FL M 601-172-53-949-6 as identification.

NOTARY SEAL



Heather Meyer
Signature of Notary Public, State of Florida

THE 71st ANNUAL MUG RACE – MAY 2/3, 2025

SITE MAP



THE 71st ANNUAL MUG RACE

TENTATIVE SCHEDULE OF PALATKA EVENTS

FRIDAY MAY 2, 2025

- 10am – 10pm – Participants arrive. Small boats (catamarans and dinghies, numbering about 40) will rig their boats in Riverfront Park, clustering mostly near the City Ramp. After assembly, most boats will move off their road trailers onto 'cat tracks' or 'dollies'. Most of the trailers will then be driven to the race endpoint at the Rudder Club of Jacksonville, and the participants will catch our shuttle bus back to Palatka.
- 3 pm – 6 pm – Late registration and packet pickup in the Quality Inn meeting room.
- 7:15 pm – 7:45 pm – Skippers' meeting in the Riverfront Amphitheater. Voices will be amplified using a handheld megaphone or portable speaker, no large sound system will be used.
- Some small cruisers may spend the night tied to the Palatka City Dock, either those near the bridge or those near the ramp (if those are usable).

SATURDAY MAY 3, 2025

- Small boats launch between 6am and 7:45 am.
- Race begins at 8am, just north of the US 17 bridge. First start at 8:00 am, second start at 8:10 am.
- Friends/families of the sailors will move most of the remaining trailers to Jacksonville after watching the race start. A very few trailers will stay in the City Dock parking lot until Sunday night.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Donna Mohr, on behalf of The Rudder Club of Jacksonville, 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.

Donna Mohr
Signature

Oct 29, 2027
Date

Donna Mohr
Print Name

Treasurer
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 29 day of October 2027, Donna Mohr, 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:

04.16.2027

Michele Riley
Notary Public



The Rudder Club of Jacksonville, Inc.

October 25, 2024

The City of Palatka

Re: Special Event permit for The 71st Annual Mug Race (May 2 – May 3, 2025)

The Rudder Club is planning for next year's Mug Race. Once again, we hope to host the start at its traditional venue in central Palatka. This cover letter is intended to supplement the information on the official application form.

- 1) Participants will begin to arrive and set up their boats on Friday afternoon May 2. There will be a competitors' meeting at the amphitheater in the evening. Since the start is at 8am on Saturday morning May 4, most participants will have cleared the park and/or ramp parking lot by 7:30 am on Saturday.
- 2) We will not have any amplified music. During the skippers' meeting, on Friday May 2 from 7:15 pm – 7:45 pm, we will use a small portable 'boom box' so the organizer doesn't have to shout.
- 3) We request that the open hours for the toilets near City Dock be extended till 11 pm on Friday evening and begin at 6am on Saturday, for the comfort of the boaters staying on City Dock. However, we also intend to site two portable toilets near that parking area. This is shown on the site map.
- 5) We are requesting heavy police patrols on Friday night.
- 6) We request two extra garbage cans in the vicinity of the ramp.

Please let me know if you foresee any difficulties with these requests. We will work things out! We look forward to being in Palatka.

Sincerely,



Donna Mohr

Mug Race Chairman (Interim)

904 655 9728

Donna.mohr@comcast.net

ADOPT RESOLUTION 2025-R-30 granting a special events permit to the Palatka Police Department for the Law Enforcement Special Olympics Torch Run to be held on 05/03/2025.

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Captain Tobby Willimas with the Palatka Police Department is requesting road closures of Memorial from Reid St. to Laurel.

BACKGROUND

Law enforcement will host a torch run, food, vendors and a kids' zone will be present.

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.	torch run
2.	torch run res (1)



Date Received: 2/24/25
Permit Classification: _____

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Capatin T. Williams

Address: 110 North 11th Street Palatka Fl 32177

Email: Twilliams@palatka-fl.gov

Phone: 386-972-0360

2. Secondary Contact: Deputy Garica

Address: Putnam County Sheriffs Office

Email: _____

Phone: 386-334-5995

3. Event Sponsor/Organization: Palatka Police Department

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Law Enforcement Speical Olympics Torch Run

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.): Members of the Palatka Police Department will host this Law

Enforcement Torch Run in partnership with the Putnam County Sheriffs Office. This years Torch Run has

been set to run on the River Front utilizing Memorial Parkway as the location for food, venders, kid zone, and a touch a truck!

6. Event Location (911 Address): 400 South Hwy 19

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:

5/3/2025 0800 to 0900 :__ to __: __ to __: _____

Event:

5/3/2025	0800 to 1600	__ to __:	__ to __:	100
__/__/__	__ to __:	__ to __:	__ to __:	_____
__/__/__	__ to __:	__ to __:	__ to __:	_____
__/__/__	__ to __:	__ to __:	__ to __:	_____
__/__/__	__ to __:	__ to __:	__ to __:	_____
__/__/__	__ to __:	__ to __:	__ to __:	_____
__/__/__	__ to __:	__ to __:	__ to __:	_____
__/__/__	__ to __:	__ to __:	__ to __:	_____

Breakdown:

5/3/2025 1400 to 1600 :__ to __: :__ to __: _____

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

11. Number and type of auxiliary vehicles/ equipment:

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

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

NA

Include date and time:

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

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

NA

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, (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.

Toby Williams 2-24-25
Signature of Applicant Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 24 day of February, 2025, by Toby Williams, who is personally known to me, or who has/have produced _____ as identification.



Debra M. Armento
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.**

RESOLUTION NO. 2025-R-30

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO THE COMMUNITY AFFAIRS DEPARTMENT FOR SPECIAL OLYMPICS TORCH RUN TOURNAMENT SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, Palatka Police Department has made an application to the City of Palatka for a special event permit for Law Enforcement Special Olympics Torch Run.

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 Law Enforcement Special Olympics Torch Run is hereby granted to the Cultural Affairs Department with the following provisions and stipulations:

- a.** A Class "C" Special Events Permit is hereby granted for the event to be held on May 3rd, 2025, during the hours provided in the application.
- b.** Amplified sound on the date provided on 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 13th day of March 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

ADOPT RESOLUTION 2025-R-33 granting a special events permit to Wolfson Children's Hospital for the Wolfson Children's Hospital Bass tournament to be held on 05/14/2025, 05/15/2025, 05/16/2025 and 05/17/2025 at the St. Johns River-Front.

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Paul Hamilton of Wolfson Children's Hospital is requesting road closures of St. Johns from 1st to 2nd and Memorial from 1st to 2nd st. Paul is requesting a permit for amplified sound.

BACKGROUND

Bass Tournament

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.	app wolf
2.	wolf res (1)



Date Received:

8/12
Class A

Permit Classification:

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Paul Hamilton

Address: _____

Email: phamilton@moosehaven.org

Phone: 352-682-1678

2. Secondary Contact: Mike Bach

Address: _____

Email: _____

Phone: 904-759-6473

3. Event Sponsor/Organization: Wolfson Children's Hospital

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Wolfson Children's Hospital Bass Tournament

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

6. Event Location (911 Address): 319 River Street 32177

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

<u>St. Johns</u>	from _____	to _____
<u>Memorial</u>	from <u>First</u>	to <u>Second</u>
_____	from _____	to <u>Second</u>
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____

\$ 190 Docks

8. Onsite representatives during the event:

Name: Paul Hamilton
Name: Richard Wilford

Cell Phone: 252-682-1678
Cell Phone: 904-392-9582

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

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

5/14/25 8am to 4pm to

Event:

5/15/25 6am to 4pm	2pm to 4pm	300
5/16/25 6am to 4pm	2pm to 4pm	1800
5/17/25 5am to 6pm	2pm to 5pm	300
/ / to to	to to	
/ / to to	to to	
/ / to to	to to	
/ / to to	to to	

Breakdown:

5/17/25 5pm to 1pm to

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

Bass Tournament

11. Number and type of auxiliary vehicles/ equipment

500 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 to

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

14. Number of staff/ volunteer: 50 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/Barriacades/Delours
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/ businesses) 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.

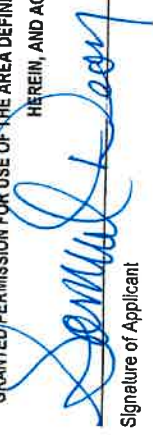
(Ord. No. 10-34, (Exh. 1), 12-9-2010)

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.


Signature of Applicant

7/24/24
Date

State of Florida County of Duval

The foregoing application is acknowledged before me this 24 day of July, 2024, by Samuel Dean, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



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 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.

Samuel Dean

Signature of Applicant

BOAT RAMP, DOCKS, PARK

Name of Facility being used

Samuel Dean

Print Name of Applicant

7/24/24

Date of Use

State of Florida County of Duval

The foregoing application is acknowledged before me this 24 day of July, 2024, by Samuel Dean, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

Alexander
Signature of Notary Public, State of Florida



RESOLUTION NO. 2025-R-33

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO THE COMMUNITY AFFAIRS DEPARTMENT FOR WOLFSON CHILDRENS HOSPITAL BASS TOUNAMENT SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, WOLFSON CHILDRENS HOSPITAL of Jacksonville has made an application to the City of Palatka for a special event permit for WOLFSON CHILDRENS HOSPITAL BASS TOUNAMENT.

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 WOLFSON CHILDRENS HOSPITAL BASS TOUNAMENT is hereby granted to the Cultural Affairs Department with the following provisions and stipulations:

- a.** A Class "A" Special Events Permit is hereby granted for the event to be held on May 15-17, 2025, during the hours provided in the application.
- b.** Amplified sound on the date provided on 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 13th day of March 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING

PARTIES

This memorandum of understanding ("MOU") is between the City of Palatka Community Affairs Dept and the Police Athletic League ("PAL").

PURPOSE

The purpose of this MOU is to set forth the understanding between the parties for PAL use of the City's basketball court facilities at the Jenkins Community Center located 1900 Napoleon Street, Palatka Florida 32177 for sports and other related school programming in an effort to maximize the Center's use and enjoyment for the residents of Palatka as originally intended.

TERM

The term of this Agreement is one calendar year commencing February 8th, 2025, and ending on March 20, 2025. The MOU may be extended upon written agreement by both parties.

SCOPE

PAL intends to have basketball games at the Jenkins Community Center gymnasium for a minimum of two days a week, facilities may be used for practices and games. PAL will collect and retain door fees, and City will receive donation of \$500 at the end of the season.

CONDITIONS

PAL agrees to indemnify the City and hold the City harmless from any activity resulting in any injury or damage as a result of PAL' use of the facility. The City shall be held harmless from any loss, costs, or expenses of any sort or nature, from any claim and from any liability to any person, natural or artificial, on account of any damage to person or property arising from PAL' occupancy and use of the premises, whether due to the City's fault or otherwise, except those claims arising from the act or acts of the City or its employees. PAL shall, at its own expense, maintain comprehensive general public liability insurance against claims for personal injury, death or property damage at Jenkins, PAL may extend it's existing insurance coverage to include the activities at the Jenkins Community Center.

MAINTENANCE

The City shall be responsible for the opening and closing of the Jenkins facility and will maintain all common areas of Jenkins. PAL shall take care to leave the court and facilities in the same condition in which they found it.

MISCELLANEOUS

Neither PAL nor the City of Palatka may assign this Agreement or subcontract performance without the prior written consent of the other. This Agreement shall not be modified in any manner except by instrument executed by each party. This Agreement is governed by the laws of Florida. Any legal action arising in connection with this Agreement shall be brought in the Seventh Judicial Circuit in the State of Florida. The failure of either party to perform any obligation due to an event beyond its reasonable control shall be excused, provided no party shall recover compensation or damages. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be a waiver thereof. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not invalidate the remainder of this Agreement. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement. This Agreement contains the entire understanding between the

parties with respect to the subject matter of this Agreement. A complete, executed copy of this Agreement shall be enforceable as an original.

DATED this 28 day of February, 2025.


Lolita Thomas

Print name:
On behalf of Police Athletic League (PAL)


Eddie Cutwright

Eddie Cutwright
City of Palatka Community Affairs Director

RESOLUTION NO. 2025-R-38

**A RESOLUTION OF THE CITY OF PALATKA TO ACCEPT
THE BID FROM SUPERIOR PLUMBING AND PIPELINING
FOR THE PALATKA FIRE DEPARTMENT MAIN
STATION RFP/ITB 2024-23**

WHEREAS, on February 14, 2025, the Bidding ended on the Palatka Fire Station Plumbing Project RFP/ITB 2024-23; and

WHEREAS, two bids were submitted for the project by the due date, from Superior Plumbing and Pipelining and ER Rooter; and

WHEREAS, the bids were close in dollar amount, Superior Plumbing and Pipelining detailed the project well and granted a 50-year warranty, and ER Rooter did not detail the work to be completed or add any warranties; and

WHEREAS, Staff are tasked with providing for good value and a clear scope of work in line with city policies and directives; and

NOW THEREFORE BE IT RESOLVED, that Staff recommend awarding the project to Superior Plumbing and Pipelining; and it is further

RESOLVED, to notify all bidders of the decision and begin work on RFP/ITB 2024-23

PASSED and ADOPTED in regular session of the City Commission of the City of Palatka, Florida, this 13th day of March 2025.

THE CITY OF PALATKA, FLORIDA

By: _____
Roberta Correa, Its MAYOR

ATTEST:

By: _____
Karen Hayes, MMC, CITY CLERK

**APPROVED AS TO FORM FOR THE
RELIANCE OF THE CITY OF PALATKA ONLY:**

By: _____
Jane West, CITY ATTORNEY

ADOPT RESOLUTION 2025-R-42 - Jag C Grant Agreement for \$22,406.00 (100% GRANT FUNDED)
ADOPT RESOLUTION 2025-R-42 - Jag C Grant Agreement for \$22,406.00 (100% GRANT FUNDED)

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

ADOPT RESOLUTION 2025-R-42 Authorizing budget transfer and expenditure of %100 grant funds from the JAG-C 2024 federally funded grant

BACKGROUND

The JAG Grant is a 100% federally funded grant received by the Police Department annually to assist with the purchase of needed equipment and/or software.

PROJECT ANALYSIS

This year the Police Department was awarded a grant in the amount of \$22,406. The funding will be used to purchase three laptop computers not to exceed \$6,906 and one side-by-side not to exceed \$15,500 for a total of \$22,406. The laptop computers are used to update and replace outdated equipment which is used by our patrol officers in their day-to-day operations as mobile data terminals to document incidents in the report-writing system. The purchase of a side-by-side will assist when working large festivals or special events that require officers to navigate crowds and cover large areas in a timely manner.

Staff Recommendation

The Police Department requests approval to amend the budget and expend funds.

ATTACHMENTS

1.	2025-R-42 AMENDING THE FY 2024-2025 BUDGET TO ACCOUNT FOR THE JAG C GRANT; AND PROVIDING FOR SCRIVENER'S ERRORS
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RESOLUTION No. 2025-R-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AMENDING THE FY 2024-2025 BUDGET TO ACCOUNT FOR THE JAG C 2024 GRANT, AND PROVIDING FOR SCRIVENER’S ERRORS

WHEREAS, a budget amendment is necessary to appropriate grant funds received for the 2024 JAG C Grant for \$22,406; and

WHEREAS, the City of Palatka deems it reasonable and necessary to amend the FY 2024-2025 budget; and

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

1. That the revenues and expenditures of the City of Palatka General Fund 001 Budget for the Fiscal Year 2024-2025 are amended as follows:

REVENUES:

Revenue Number	Description	Last Approved	Recommended Amendments	As Amended
001-00-331-2-6323	JAGC	\$0	\$22,406.00	\$22,406.00

EXPENDITURES:

Expenditure Number	Description	Last Approved	Recommended Amendments	As Amended
001-07-521-8-8541	JAGC	\$0	\$22,406.00	\$22,406.00

2. The City Manager or designee, without a 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 13th day of March, 2025.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Release of Lien - 702 Olive Street
Address: 702 Olive Street
Parcel No.: 42-10-27-6850-0730-0071
Applicant: Lenir F. DeRamos Damaceno on behalf of Honest Land LLC

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Applicant seeks a release of lien for costs incurred by the City of Palatka in an abatement proceeding.

BACKGROUND

The City filed an abatement proceeding in circuit court in 2013 (State of Florida, ex rel. Michael J. Czymbor v. BNP Ventures, LLC). The City incurred \$4,406.66 in costs associated with abating the nuisance, plus attorney fees and costs. The nuisance consisted of an unsafe structure, rubbish, trash, debris and other unsightly and unsanitary matter which existed on the property in violation of applicable codes.

PROJECT ANALYSIS

The applicant purchased the property at a tax sale and was unaware of the existence of a lien. The applicant intends to develop/sell the property. The tax assessed value of the property is \$20,790. As of the date of the application for lien reduction, the amount of the lien was \$10,600. The selling price of the property is \$13,000. The existence of the lien will significantly impact the property value and may make the redevelopment of new construction on the property fiscally unfeasible.

Staff Recommendation

Approve of the Release of Lien.

ATTACHMENTS

1.	702 Olive Street
2.	Release of Lien 702 Olive Street 3-6-25

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



CITY of *Palatka*
FLORIDA

JONATHAN C. GRIFFITH
INTERIM CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.

APPLICATION FOR LIEN REDUCTION

*Note, property MUST be in compliance. A lien reduction will not be processed unless all violations are in compliance. Do not submit an application for lien reduction if code violations still exist.

Date of request: 01/02/2025 Case #: 2023016

Applications must be submitted no less than fifteen (15) days prior to the next regularly scheduled Special Magistrate hearing. Special Magistrate hearings are held on the third Tuesday of every month.

Applicant information:

Requestor: Lenir F De Ramos Damaceno

Affiliation with property:

(i.e.: owner, broker, etc.) New Owner

Address where correspondence should be sent:

3207 Betony St

Austin Texas 78728
City State Zip Code

Phone Number: 512 998 5816

E-mail address: lenirdamaceno@gmail.com

Property information:

Property address:

702 Olive St, Palatka, FL 32177

Palatka Florida 32177
City State Zip Code

Parcel Identification Number: 42-10-27-6850-0730-0071

Is the property vacant: X Yes No If yes, for how long? Vacant land

Full Name of Owner: Honest Land LLC (Lenir F De Ramos Damaceno, authorized person)

If you are not the owner, attach authorization to be acting on behalf of the owner to this application.

Is property currently owned by a bank or a trust? ☐ Yes ☒ No

Name of Bank/Trust: NA

Does the bank/trust have interest in other properties? ☐ Yes ☒ No

Was property that is subject of this request foreclosed? ☒ Yes ☐ No

Is this property the subject of a bankruptcy? ☐ Yes ☒ No (If yes, attach judgment)

Was this property acquired through a tax deed? ☒ Yes ☐ No

Are there any liens, other than the City of Palatka's lien(s), on this property? ☒ Yes ☒ No (If yes, attach liens) SEE ATTACHED.

Is this property under contract to be sold? ☒ Yes ☐ No (If yes, what is the estimated closing date? End of January 2025.)

*Note: There are no assurances the settlement process will be able to meet your closing timeframe. Please allow sufficient time for the lien settlement process.

Does the applicant own other property in the City of Palatka? ☐ Yes ☒ No

If yes, are there active code enforcement cases or liens on any of those properties? ☐ Yes ☒ No

Has the applicant previously requested a lien reduction on this property or another property in the City of Palatka? ☐ Yes ☒ No

Is the applicant the owner of the property when the lien was placed on the property? ☐ Yes ☒ No

If no, did the applicant have knowledge of the lien prior to taking title to the property? ☐ Yes ☒ No.

If no, explain why: **Acquired through Tax sale and not aware of the existence of the lien**

What was the approximate cost of correcting the violation(s)? **\$ 1,000**

What is the tax assessed value of the property? **\$ 20,790.00**

FINE AMOUNT DUE as of the date of the application for lien reduction: **\$10,600.00**

Daily fine (if applicable): **\$ 25 per day**

Please describe your situation: (Include any factors such as economic, physical, mental, that may demonstrate a hardship. You may attach any additional documents for consideration)

The lien amount is half of the property appraisal and selling price is \$13,000.00, new buyer will develop the land.

Under penalty of perjury, the undersigned swears or affirms that the information provided in this application is true and correct; and further acknowledges that I was given an opportunity to ask questions regarding the procedures.

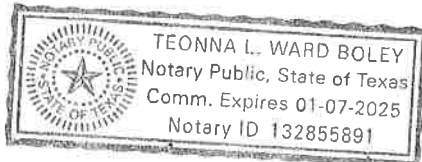
Henric De Ramos
Applicant's Signature

Date: 01/02/2025

State of Texas
County of Williamson

The foregoing was sworn and subscribed before me on this 02 day of January, 2025, by Henric De Ramos, who is personally known to me ~~or~~ who has produced driver license as identification and appeared before me at the time of notarization.

Notary
Seal



Teonna L. Ward Boley
Notary Public Signature

Teonna L. Ward Boley
Notary Public – print name

Lien
Reduction
for this
one

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
PUTNAM COUNTY, FLORIDA

CASE NO. 13-610-CA

STATE OF FLORIDA, ex rel.
MICHAEL J. CZYMBOR.,
Plaintiff,

vs.

BNP VENTURES LLC; and UNKNOWN OCCUPANTS, TENANTS, OWNERS, AND OTHER UNKNOWN PARTIES, including, if a named defendant is deceased, the personal representatives, the surviving spouse, heirs, devisees, grantees, creditors, and all other parties claiming by, through, under or against that defendant, and the several and respective unknown assigns, successors in interest, trustees or other persons claiming by, through, under or against any corporation or other legal entity named as the defendant, and all claimants, persons or parties, natural or corporate, or whose exact legal name is unknown, claiming under any of the above named or described defendants,
Defendant.

AFFIDAVIT OF COSTS INCURRED

I, Laura Jones, whose business address is 201 North 2nd St., Palatka, FL, 32177, hereby attest and aver as follows:

1. I serve in the capacity of Code Enforcement Officer, employed by the City Of Palatka, Florida.
2. In the capacity described above, I have personal knowledge and information regarding Case No. 13-610-CA, State of Florida, ex rel. Michael J. Czymbor., vs. BNP VENTURES, LLC, and known occupants, tenants, owners, and other unknown parties, including, if a named defendant is deceased, the personal representatives, the surviving spouse, heirs, devisees, grantees, creditors, and all other parties claiming by, through, under or against that defendant, and the several and respective unknown assigns, successors in interest, trustees or other persons claiming by, through, under or against any corporation or other legal entity named as the defendant, and all claimants, persons or parties, natural or corporate, or whose exact legal name is unknown, claiming under any of the above named or described defendants.
3. I hereby attest and affirm that the following costs were incurred in the prosecution of the proceeding captioned above:
 - a) Attorney's fees - \$750.00

- b) Court Filing Fees - \$463.00
- c) Title Search Expense - \$100.00
- d) Cost of Publication - \$290.32
- e) Summons- \$45.00
- f) Nuisance Abatement Cost Incurred by Code Enforcement Dept.:

Equipment Hours: (Mini Trac) 2 Day(s) @ \$168.07/Day = \$336.14
Skid Steer: 2 Day(s) @ \$250.96/Day = \$501.92
Debris Removal: 3 Dumpster(s) @ \$350.00/ea = \$1,050.00
Fuel Consumption: 3 gallons @ \$6.00/ea = \$18.00
City Clam Shell Truck: 10 hours @ \$13.74/hr = \$137.40
Man hours: City Crew 1 man @ \$16.10/hr x 16 hrs = \$257.6
City Crew 1 man @ \$17.04/hr x 16 hrs = \$272.64
Code Enforcement Officer: 1 man @ \$11.54 x 16 hrs = \$184.64

Total Cost of Demolition: \$2,758.34

Total \$4,406.66

4. I would attest that the above-cited costs were incurred as necessary expenses in the pursuit and completion of these proceedings.


Laura Jones

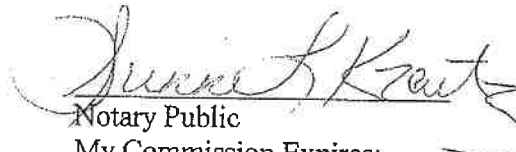
STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Laura Jones, to me personally known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed and she swore and affirmed that the information set forth above is true and correct to the best of her knowledge.

WITNESS my hand and official seal at Palatka, Putnam County, Florida this 19th day of August, 2015.



SUNNI L'RAE KRANTZ
Notary Public, State of Florida
My Comm. Expires April 13, 2019
Commission No. FF 220155


Notary Public
My Commission Expires:
04/13/2019

0.00
2

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
PUTNAM COUNTY, FLORIDA

CASE NO. 13-610-CA

STATE OF FLORIDA, ex rel.
MICHAEL J. CZYMBOR.,
Plaintiff,

vs.

BNP VENTURES LLC, and UNKNOWN OCCUPANTS, TENANTS,
OWNERS, and OTHER UNKNOWN PARTIES, including, if a named
defendant is deceased, the personal representatives, the surviving spouse,
heirs, devisees, grantees, creditors, and all other parties claiming by, through,
under or against that defendant, and the several and respective unknown
assigns, successors in interest, trustees or other persons claiming by, through,
under or against any corporation or other legal entity named as the defendant,
and all claimants, persons or parties, natural or corporate, or whose exact
legal name is unknown, claiming under any of the above named or described
defendants,

Defendant.

Inst: 201554825741 Date: 09/15/2015 Time: 3:39PM By: CH,
DC, Tim Smith, Putnam, County Page 1 of 2 B: 1419 P: 1264

FILED and RECORDED
CLERK of COURTS
PUTNAM COUNTY FL
2015 SEP - 8 AM 11: 09

**ORDER ASSESSING COSTS;
ORDER IMPOSING LIEN**

THIS CAUSE having come before the court upon the Motion of the Plaintiff for
Assessment of Costs and Imposition of Lien; and, the court having considered said Motion at that
hearing held on this cause on the 9th day of Sept, 2015; and, the Court having received
proof and testimony in support of Plaintiff's Motion; it is now,

ORDERED AND ADJUGED that Plaintiff be and is hereby judgment against the
DEFENDANT BNP VENTURES the amount of \$4,406.66 representing those costs incurred by Plaintiff
in abating the nuisance previously found to exist in this matter (including attorney's fees and Court
costs). It is further,

ORDERED AND ADJUGED that this judgment shall constitute a lien upon the below-
described real estate, superior to the rights and interests of the Defendant, BNP VENTURES LLC,
and/or those claiming by or through them when recorded within the Official Records of Putnam
County, Florida. Further, this judgment shall constitute a general lien encumbering the real
property described below as to all others who may claim some interest in the real estate at issue,
with said general lien receiving the priority of status accorded by applicable law.

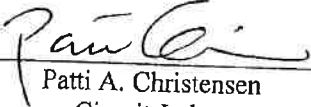
Description of real estate:

The West 65.83 feet of the East 105.83 feet of Lots 7 and 8 in Block 73 of the City of Palatka, Putnam County, Florida, in Block 73 of the City of Palatka on record in the office of the Clerk of the Circuit Court of Putnam County, Florida and more particularly described as follows:

Commencing at a concrete monument set 40.00 feet Westerly of the concrete monument found at the Northwest corner of the intersection of Olive and Peck (now 7th) Streets and (1) run Westerly on the North line of Olive Street 65.83 feet to a ¾" iron pipe; Thence (2) run Northerly and parallel with Peck (now 7th) Street, a distance of 100.04 feet to a concrete monument; Thence (3) run Easterly and parallel with Olive Street, a distance of 65.82 feet to a concrete monument; And thence (4) run Southerly and parallel with Peck (7th) Street, a distance of 100.06 feet to the point of beginning and to close.

Commonly known as: 704 Olive St.

DONE AND ORDERED IN CHAMBERS, PALATKA, PUTNAM COUNTY
FLORIDA, THIS 8 DAY OF SEPT 2015.


Patti A. Christensen
Circuit Judge

c: Holmes & Young, P.A
BNP Ventures, LLC

I HEREBY CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY AS SAME
APPEARS ON RECORD IN PUTNAM COUNTY.
OFFICE OF THE CLERK OF COUNTY COURT.
BY: Therese A. Wilson D.C.
DATE Sept 11, 2015



IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
PUTNAM COUNTY, FLORIDA

Inst. 201454792473 Date: 3/25/2014 Time: 11:49 AM
Call DC, Tim Smith, Putnam County Page 1 of 3 B:1374 P:832

CASE NO. 13-610-CA

STATE OF FLORIDA, ex rel.
MICHAEL J. CZYMBOR,
Plaintiff,

vs.

FILED
DATE March 13 2014
TIM SMITH
CLERK OF COURTS
Kelley Purcell
DEPUTY CLERK

BNP VENTURES LLC and UNKNOWN OCCUPANTS, TENANTS, OWNERS, and OTHER UNKNOWN PARTIES, including, if a named defendant is deceased, the personal representatives, the surviving spouse, heirs, devisees, grantees, creditors, and all other parties claiming by, through, under or against that defendant, and the several and respective unknown assigns, successors in interest, trustees or other persons claiming by, through, under or against any corporation or other legal entity named as the defendant, and all claimants, persons or parties, natural or corporate, or whose exact legal name is unknown, claiming under any of the above named or described defendants,
Defendant.

ORDER ABATING NUISANCE

THIS CAUSE having come before the court upon the Complaint filed herein on behalf of the Plaintiff; and, the court having considered said Complaint at that hearing held on the 12th day of March, 2014, at which the Plaintiff's representative and Plaintiff's attorney of record appeared but at which no other party or person appeared; and, the court having received sworn proof and testimony from the Plaintiff; it is hereby

DETERMINED that conditions amounting to a public nuisance exist upon the property more particularly described as:

The West 65.83 feet of the East 105.83 feet of Lots 7 and 8 in Block 73 of the City of Palatka, Putnam County, Florida, in Block 73 of the City of Palatka on record in the office of the Clerk of the Circuit Court of Putnam County, Florida and more particularly described as follows:

Commencing at a concrete monument set 40.00 feet Westerly of the concrete monument found at the Northwest corner of the intersection of Olive and Peck (now 7th) Streets and (1) run Westerly on the North line of Olive Street 65.83 feet to a 3/4" iron pipe; Thence (2) run Northerly and parallel with Peck (now 7th) Street, a distance of 100.04 feet to a concrete monument; Thence (3) run Easterly and parallel with Olive Street, a distance of 65.82 feet to a concrete monument; And thence (4) run Southerly and parallel

with Peck (7th) Street, a distance of 100.06 feet to the point of beginning and to close.

Commonly known as: 704 Olive St.

It is further;

DETERMINED that the nuisance consists of an unsafe structure, rubbish, trash, debris and other unsightly and unsanitary matter which has been allowed to exist upon the property in violation of applicable codes of the City of Palatka, Florida. The structure has suffered extensive damage due to fire and is in a dilapidated state. The structure is not secure and is structurally unsound and access poses a risk to those who might come on or about the premises. It is further;

DETERMINED that the Defendants have failed and/or refused to correct and remedy the conditions described above with the result that the conditions have become and continue to pose a risk to the health and safety of the public. It is accordingly;

ORDERED AND ADJUGED that:

a) The Defendants be and are hereby enjoined from continuing to maintain the public nuisance more particularly described above.

b) The Defendants be and are hereby ordered to abate the nuisance within 30 days of the date of this order by demolishing and removing the structure or partial structure which remains on site, and, by mowing and otherwise clearing the trash and debris from the subject property. In the event the Defendants fail to abate the nuisance as described above, Plaintiffs are hereby authorized to enter upon the property and abate the nuisance.

It is further;

ORDERED AND ADJUGED that in the event Plaintiff abates the nuisance after Defendants failure to do so, Plaintiff shall report back to this court all costs and expenses incurred by it in this proceeding and in abating the nuisance at issue. This court then reserves jurisdiction to award to Plaintiff a lien upon the property superior to the rights of the Defendants for all costs incurred by the Plaintiff in maintaining these proceedings and in abating the nuisance described above. It is further;

ORDERED AND ADJUGED that Plaintiff shall be awarded all reasonable costs and attorney's fees and reimbursements for taxes and assessments satisfied by Plaintiff in order to

preserve the integrity of its claim upon Plaintiff's submission to the court of an Affidavit setting forth said costs and expenses in detail.

DONE AND ORDERED IN CHAMBERS, PALATKA, PUTNAM COUNTY
FLORIDA, THIS 12 DAY OF MARCH 2014.



Patti Christensen
Circuit Judge

cc: Donald Holmes, Esq (pleadings@holmesandyoung.com)
BNP Ventures LLC (envelope attached)

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
PUTNAM COUNTY, FLORIDA

Inst: 201454792473 Date: 3/25/2014 Time: 11:49 AM
AS DC, Tim Smith, Putnam County Page 1 of 3 B:1374 P:832

CASE NO. 13-610-CA

STATE OF FLORIDA, ex rel.
MICHAEL J. CZYMBOR,
Plaintiff,

vs.

FILED
DATE March 13 2014
TIM SMITH
CLERK OF COURTS
Kelley Purcell
DEPUTY CLERK

BNP VENTURES LLC and UNKNOWN OCCUPANTS, TENANTS, OWNERS, and OTHER UNKNOWN PARTIES, including, if a named defendant is deceased, the personal representatives, the surviving spouse, heirs, devisees, grantees, creditors, and all other parties claiming by, through, under or against that defendant, and the several and respective unknown assigns, successors in interest, trustees or other persons claiming by, through, under or against any corporation or other legal entity named as the defendant, and all claimants, persons or parties, natural or corporate, or whose exact legal name is unknown, claiming under any of the above named or described defendants,
Defendant.

ORDER ABATING NUISANCE

THIS CAUSE having come before the court upon the Complaint filed herein on behalf of the Plaintiff; and, the court having considered said Complaint at that hearing held on the 12th day of March, 2014, at which the Plaintiff's representative and Plaintiff's attorney of record appeared but at which no other party or person appeared; and, the court having received sworn proof and testimony from the Plaintiff; it is hereby

DETERMINED that conditions amounting to a public nuisance exist upon the property more particularly described as:

The West 65.83 feet of the East 105.83 feet of Lots 7 and 8 in Block 73 of the City of Palatka, Putnam County, Florida, in Block 73 of the City of Palatka on record in the office of the Clerk of the Circuit Court of Putnam County, Florida and more particularly described as follows:

Commencing at a concrete monument set 40.00 feet Westerly of the concrete monument found at the Northwest corner of the intersection of Olive and Peck (now 7th) Streets and (1) run Westerly on the North line of Olive Street 65.83 feet to a ¾" iron pipe; Thence (2) run Northerly and parallel with Peck (now 7th) Street, a distance of 100.04 feet to a concrete monument; Thence (3) run Easterly and parallel with Olive Street, a distance of 65.82 feet to a concrete monument; And thence (4) run Southerly and parallel

with Peck (7th) Street, a distance of 100.06 feet to the point of beginning and to close.

Commonly known as: 704 Olive St.

It is further;

DETERMINED that the nuisance consists of an unsafe structure, rubbish, trash, debris and other unsightly and unsanitary matter which has been allowed to exist upon the property in violation of applicable codes of the City of Palatka, Florida. The structure has suffered extensive damage due to fire and is in a dilapidated state. The structure is not secure and is structurally unsound and access poses a risk to those who might come on or about the premises. It is further;

DETERMINED that the Defendants have failed and/or refused to correct and remedy the conditions described above with the result that the conditions have become and continue to pose a risk to the health and safety of the public. It is accordingly;

ORDERED AND ADJUGED that:

a) The Defendants be and are hereby enjoined from continuing to maintain the public nuisance more particularly described above.

b) The Defendants be and are hereby ordered to abate the nuisance within 30 days of the date of this order by demolishing and removing the structure or partial structure which remains on site, and, by mowing and otherwise clearing the trash and debris from the subject property. In the event the Defendants fail to abate the nuisance as described above, Plaintiffs are hereby authorized to enter upon the property and abate the nuisance.

It is further;

ORDERED AND ADJUGED that in the event Plaintiff abates the nuisance after Defendants failure to do so, Plaintiff shall report back to this court all costs and expenses incurred by it in this proceeding and in abating the nuisance at issue. This court then reserves jurisdiction to award to Plaintiff a lien upon the property superior to the rights of the Defendants for all costs incurred by the Plaintiff in maintaining these proceedings and in abating the nuisance described above. It is further;

ORDERED AND ADJUGED that Plaintiff shall be awarded all reasonable costs and attorney's fees and reimbursements for taxes and assessments satisfied by Plaintiff in order to

preserve the integrity of its claim upon Plaintiff's submission to the court of an Affidavit setting forth said costs and expenses in detail.

DONE AND ORDERED IN CHAMBERS, PALATKA, PUTNAM COUNTY
FLORIDA, THIS 12 DAY OF MARCH 2014.



Patti Christensen
Circuit Judge

cc: Donald Holmes, Esq (pleadings@holmesandyoung.com)
BNP Ventures LLC (envelope attached)

990
2

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
PUTNAM COUNTY, FLORIDA

CASE NO. 13-610-CA

STATE OF FLORIDA, ex rel.
MICHAEL J. CZYMBOR.,
Plaintiff,

vs.

BNP VENTURES LLC, and UNKNOWN OCCUPANTS, TENANTS,
OWNERS, and OTHER UNKNOWN PARTIES, including, if a named
defendant is deceased, the personal representatives, the surviving spouse,
heirs, devisees, grantees, creditors, and all other parties claiming by, through,
under or against that defendant, and the several and respective unknown
assigns, successors in interest, trustees or other persons claiming by, through,
under or against any corporation or other legal entity named as the defendant,
and all claimants, persons or parties, natural or corporate, or whose exact
legal name is unknown, claiming under any of the above named or described
defendants,

Defendant.

Inst: 201554825741 Date: 09/15/2015 Time: 3:39PM By: CH,
DC, Tim Smith, Putnam, County Page 1 of 2 B: 1419 P: 1264

FILED and RECORDED
CLERK of COURTS
PUTNAM COUNTY FL
2015 SEP -8 AM 11:09

**ORDER ASSESSING COSTS;
ORDER IMPOSING LIEN**

THIS CAUSE having come before the court upon the Motion of the Plaintiff for
Assessment of Costs and Imposition of Lien; and, the court having considered said Motion at that
hearing held on this cause on the 9th day of Sept, 2015; and, the Court having received
proof and testimony in support of Plaintiff's Motion; it is now,

ORDERED AND ADJUGED that Plaintiff be and is hereby judgment against the
DEFENDANT BNP VENTURES the amount of \$4,406.66 representing those costs incurred by Plaintiff
in abating the nuisance previously found to exist in this matter (including attorney's fees and Court
costs). It is further,

ORDERED AND ADJUGED that this judgment shall constitute a lien upon the below-
described real estate, superior to the rights and interests of the Defendant, BNP VENTURES LLC,
and/or those claiming by or through them when recorded within the Official Records of Putnam
County, Florida. Further, this judgment shall constitute a general lien encumbering the real
property described below as to all others who may claim some interest in the real estate at issue,
with said general lien receiving the priority of status accorded by applicable law.

Description of real estate:

The West 65.83 feet of the East 105.83 feet of Lots 7 and 8 in Block 73 of the City of Palatka, Putnam County, Florida, in Block 73 of the City of Palatka on record in the office of the Clerk of the Circuit Court of Putnam County, Florida and more particularly described as follows:

Commencing at a concrete monument set 40.00 feet Westerly of the concrete monument found at the Northwest corner of the intersection of Olive and Peck (now 7th) Streets and (1) run Westerly on the North line of Olive Street 65.83 feet to a ¾" iron pipe; Thence (2) run Northerly and parallel with Peck (now 7th) Street, a distance of 100.04 feet to a concrete monument; Thence (3) run Easterly and parallel with Olive Street, a distance of 65.82 feet to a concrete monument; And thence (4) run Southerly and parallel with Peck (7th) Street, a distance of 100.06 feet to the point of beginning and to close.

Commonly known as: 704 Olive St.

DONE AND ORDERED IN CHAMBERS, PALATKA, PUTNAM COUNTY
FLORIDA, THIS 8 DAY OF SEPT 2015.


Patti A. Christensen
Circuit Judge

c: Holmes & Young, P.A
BNP Ventures, LLC

I HEREBY CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY AS SAME
APPEARS ON RECORD IN PUTNAM COUNTY.
OFFICE OF THE CLERK OF COUNTY COURT.
BY Therese A. Wilson D.C.
DATE Sept 11, 2015



IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
PUTNAM COUNTY, FLORIDA

CASE NO. 13-610-CA

STATE OF FLORIDA, ex rel.
MICHAEL J. CZYMBOR.,
Plaintiff,

vs.

BNP VENTURES LLC; and UNKNOWN OCCUPANTS, TENANTS, OWNERS, AND OTHER
UNKNOWN PARTIES, including, if a named defendant is deceased, the personal representatives, the
surviving spouse, heirs, devisees, grantees, creditors, and all other parties claiming by, through, under or
against that defendant, and the several and respective unknown assigns, successors in interest, trustees or other
persons claiming by, through, under or against any corporation or other legal entity named as the defendant,
and all claimants, persons or parties, natural or corporate, or whose exact legal name is unknown, claiming
under any of the above named or described defendants,
Defendant.

AFFIDAVIT OF COSTS INCURRED

I, Laura Jones, whose business address is 201 North 2nd St., Palatka, FL, 32177, hereby
attest and aver as follows:

1. I serve in the capacity of Code Enforcement Officer, employed by the City Of Palatka,
Florida.
2. In the capacity described above, I have personal knowledge and information regarding Case
No. 13-610-CA, State of Florida, ex rel. Michael J. Czymbor., vs. BNP VENTURES, LLC,
and known occupants, tenants, owners, and other unknown parties, including, if a named
defendant is deceased, the personal representatives, the surviving spouse, heirs, devisees,
grantees, creditors, and all other parties claiming by, through, under or against that
defendant, and the several and respective unknown assigns, successors in interest, trustees
or other persons claiming by, through, under or against any corporation or other legal entity
named as the defendant, and all claimants, persons or parties, natural or corporate, or whose
exact legal name is unknown, claiming under any of the above named or described
defendants.
3. I hereby attest and affirm that the following costs were incurred in the prosecution of the
proceeding captioned above:
 - a) Attorney's fees - \$750.00

- b) Court Filing Fees - \$463.00
- c) Title Search Expense - \$100.00
- d) Cost of Publication - \$290.32
- e) Summons- \$45.00
- f) Nuisance Abatement Cost Incurred by Code Enforcement Dept.:

Equipment Hours: (Mini Trac) 2 Day(s) @ \$168.07/Day = \$336.14
Skid Steer: 2 Day(s) @ \$250.96/Day = \$501.92
Debris Removal: 3 Dumpster(s) @ \$350.00/ea = \$1,050.00
Fuel Consumption: 3 gallons @ \$6.00/ea = \$18.00
City Clam Shell Truck: 10 hours @ \$13.74/hr = \$137.40
Man hours: City Crew 1 man @ \$16.10/hr x 16 hrs = \$257.6
City Crew 1 man @ \$17.04/hr x 16 hrs = \$272.64
Code Enforcement Officer: 1 man @ \$11.54 x 16 hrs = \$184.64

Total Cost of Demolition: \$2,758.34

Total \$4,406.66

4. I would attest that the above-cited costs were incurred as necessary expenses in the pursuit and completion of these proceedings.


Laura Jones

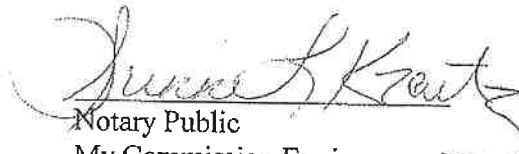
STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Laura Jones, to me personally known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed and she swore and affirmed that the information set forth above is true and correct to the best of her knowledge.

WITNESS my hand and official seal at Palatka, Putnam County, Florida this 19th day of August, 2015.



SUNNI L'RAE KRANTZ
Notary Public, State of Florida
My Comm. Expires April 13, 2019
Commission No. FF 220155


Notary Public
My Commission Expires:
04/13/2019

Parcel: 42-10-27-6850-0730-0071 Address: 702 Olive St, Palatka, FL 32177-3441

Complaint Contacts Violations Notes * Inspections Receipts Parcel Documents

Parcel Code: 42-10-27-6850-0730-0071

702 OLIVE ST
PALATKA FL 32177-3441

Location Code: 4002

702 OLIVE ST
PALATKA FL 32177-3441

Complaint Type: UBV UNSAFE BLDG VIOLATION

Complaint Date: 05 / 28 / 2013

Total Due: 0.00

Served By:

Served Date:

Compliance Due Date: 08 / 27 / 2013

Complaint Status Code: CLOSE Closed

PD Ticket No:

Court Case/Docket:

Hearing Date:

Hearing Time:

Hearing Type:

Compliance Date: 11 / 20 / 2023

Tax Assessment ID:

Complaint:

Structure fire at 704 Olive Street. Both 702 & 704 Olive Street are on the same parcel. House appears to be totaled, sustained the fatality of Clarence Hall who had been residing there for several years.
No open liens or cases, case closed on 11/20/2023

Reporter:

PPD

Warning Note:

Edit This Information

Parcel: 42-10-27-6850-0730-0071 Address: 702 Olive St, Palatka, FL 32177-3441

Complaint Contacts Violations Notes * Inspections Receipts Parcel Documents

Parcel Code: 42-10-27-6850-0730-0071

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PALATKA FL 32177-3441

Location Code: 4002

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PALATKA FL 32177-3441

Complaint Type: UBV UNSAFE BLDG VIOLATION

Complaint Date: 05 / 28 / 2013

Total Due: 0.00

Served By:

Served Date:

Compliance Due Date: 08 / 27 / 2013

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Court Case/Docket:

Hearing Date:

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Warning Note:

Reporter:

PPD

[Edit This Information](#)

*Case #
on Lien
13-610-CA
Actual case in
ADG
is 2013-00063*

Prepared by:
Erin Hewes, City of Palatka
205 N 2nd Street, Palatka, FL 32177

**CODE ENFORCEMENT BOARD OF THE
CITY OF PALATKA, FLORIDA**

CITY OF PALATKA, Petitioner,

COMPLAINT NO. 2023016

vs
EBURY FUND 2FL LLC, Respondent(s)

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE having come before the Special Magistrate for public hearing on March 21, 2023, after due notice to the Respondent; and, the Code Enforcement Officer having received sworn testimony and evidence at said hearing; it is now,

DETERMINED THAT:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW:

- a) The Respondent(s) is the owner of property described as 702 OLIVE ST, Putnam County Tax parcel number 42-10-27-6850-0730-0071, located within the City of Palatka, Putnam County, Florida.
- b) Conditions at the property at issue constituted violations of Municipal Code City of Palatka, Florida Section 30-32(b). Prohibited Conditions and Public Nuisances.
Description: Trash and debris.
- c) The Respondent(s) was previously notified of the above-described code violations but failed to correct the violations prior to the hearing at which this matter was considered.

IT IS ACCORDINGLY ORDERED THAT:

II. ORDER:

- a) The Respondent(s) shall correct the conditions which constitute the code violations described above on or before the 20th day of April, 2023, or if said conditions are not corrected, a fine in the amount of \$ 25.00 per day is hereby assessed and levied on the above-described property, effective on the 21st day of April, 2023, to continue until the conditions are corrected.
- b) Administrative costs will be assessed after the property is brought into compliance.
- c) The fine described in paragraph a), as well as the costs described in paragraph b), shall constitute a lien upon the property described herein when this document is recorded within the official records of Putnam County, Florida.

DONE AND ORDERED this 21st day of March 2023, at Palatka, Putnam County, Florida.

SPECIAL MAGISTRATE FOR THE CITY OF PALATKA, FLORIDA

BY



Ronald Brown, Esq.



Case #: 2023016

Case Date: 01/25/23

Case Type:

Name: Chris Holster

Address: unknown

Complainant Phone:

Violation Description: tent on property, trash, debris, homeless activity

Code Board Meeting Date: 03/21/2023

Compliance Deadline: 04/20/2023

Complaint Type: Other

Abatement Status :

Foreclosure Status:

TIF District Status: NO

Status: Closed - In Compliance

Assigned To: Christy Lowe

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
42-10-27-6850-0730-0071	702 OLIVE ST PALATKA	DICKS MAP OF PALATKA MB2 P46, BLK 73 W 65.83FT OF E 105.83, FT OF LOTS 7 + 8	EBURY FUND 2FL LLC		

Violations

Date	Violation	Description	Notes	Status
01/25/2023	Sec. 30-32(b). - Prohibited conditions and public nuisances.	(b) Definitions. These words, terms and phrases, when used in this article, will mean the following: Abandoned property includes, but is not limited to, wrecked or derelict property which has been left behind when it appears that the former owner does not intend to come back, pick it up, or use it. Examples may include, but are not limited to, possessions left in a house, possessions left outside a structure, vehicles, vessels, etc., left behind or beside a road for a period of time not to exceed ten days. Abandoned vehicle means, but is not limited to, any wrecked or derelict property which has been left abandoned and unprotected from the elements and shall include, but is not limited to, a vehicle in a state of disuse, neglect, a vehicle without a license plate, a vehicle with a license plate that is not registered to that	tent and fire pit on said property other abandoned items, homeless living on the property, trash and debris	Open

vehicle, a vehicle that does not have a registration sticker affixed to the license plate, a vehicle that has a registration sticker affixed to the license plate which has expired. Evidence of disuse, neglect or abandonment may include, but is not limited to, factors such as: Refuse or debris collected underneath or the vehicle being used solely for storage purposes; if it is partially dismantled, having no engine, transmission, or other major and visible parts; having major and visible parts which are dismantled; incapable of functioning as a motor vehicle in its present state; having only nominal salvage value; or being in any physical state rendering it inoperable. A vehicle will be considered abandoned or derelict if it is in an evident state of extended disuse or neglect and which has been left abandoned and unprotected from the elements.

Abate means to repair, replace, remove, destroy or otherwise remedy the condition in question by such means and in such manner and to such an extent as necessary in the interest of the general health, safety and welfare of the community as determined by the city manager, or his/her designee.

Actual cost means the actual contract amount plus interest, if any, as invoiced by an independent, private contractor for terminating and abating a violation of this section on a lot, tract, or parcel, plus the cost of serving notice of the remedy, obtaining title information on the property, administrative costs of \$150.00, and all other identifiable costs incurred by the city for the abatement of the public nuisance on the lot, tract, or parcel.

Attractive nuisance means, but is not limited to, leaving a piece of equipment or other condition on property which would be attractive and dangerous to the safety of curious children. This would include, but is not limited to, unguarded swimming pools, open pits, abandoned personal and real property, refrigerators, and buildings which have been boarded up for longer than 60 days.

City means the incorporated municipality of Palatka, with definite boundaries and legal powers as set forth in the State Charter, including any subsequent annexation.

Compost bin means a container designed for the purpose of allowing nonliving plant or vegetative material to decompose for use as fertilizer. For purposes of this article, any such compost bin shall be constructed of wire, wood lattice or other material which allows air to filter through the structure. A compost bin shall not exceed an area of 16 square feet and a height of three feet.

Excessive growth of grass, weeds, or brush and other overgrowth means grass or weeds greater than 18 inches in height or brush, or bushes, or shrubs, or trees, or vines, or flowering plants and other living plant life that is allowed to grow in a wild and unkempt manner not in keeping with the neighborhood.

Hazard tree means, but is not limited to, a tree that is dead, diseased, or dying, or has a structural defect that predisposes it to becoming a hazard that could cause personal injury or property damage and the tree is located near a target, as defined herein.

Imminent public health threat means the condition of a lot, tract, or parcel of land that, because of the accumulation of trash, junk, or debris, which includes but is not limited to, broken glass, rusted metal, automotive and appliance parts, abandoned vehicles or inoperable vehicles, some of which may contain chemicals,

such as Freon, oils, fluids or the like, capable of causing injury or disease to humans or animals or contaminate the environment; or the condition of a lot, tract or parcel that, because of excessive growth of grass, weeds, or brush, hazard tree(s), or stagnant water, can harbor criminal activity, create a habitat for rodents, vermin, reptiles, or other wild animals, become a breeding ground for mosquitoes, or become a place to conduct illegal activity; a place that threatens or endangers the public health, safety or welfare of city residents; a place that is reasonably believed to cause currently, or potentially to cause in the future, ailments or disease.

Improved lot means, but is not limited to, any lot or parcel of land on which the wild or natural state has been changed or altered, or possessing a valid permit for construction of a dwelling house, commercial or industrial building assigned to it.

Inoperable vehicle means any wrecked or partially dismantled vehicle that is parked or stored without having all the wheels mounted, or is in a condition of substantial disrepair, or which is parked or stored without having tires inflated, or cannot be operated legally upon the roadways of Florida, or other similar conditions.

Nonliving plant material means nonliving vegetation such as, but not limited to, leaves, grass cuttings, shrubbery cuttings, tree trimmings and other material incidental to attending to the care of lawns, shrubs, vines and trees.

Nuisance means (i) the excessive growth of grass, weeds, brush, branches, and other overgrowth; (ii) a habitat for rodents, vermin, reptiles, or other wild animals; or (iii) a breeding ground for mosquitoes; (iv) a place conducive to illegal activity as listed in section 46-252; (v) a place that threatens or endangers the public health, safety or welfare of city residents; (vi) a place that is reasonably believed to cause currently, or potentially to cause in the future, ailments or disease; or (vii) a condition on the property that adversely affects and impairs the economic value or enjoyment of surrounding or nearby properties; (viii) failure to replace or repair with similar or improved material in a reasonable period, not to exceed 60 days, broken or missing building components, including, but not limited to, doors, windows, roofing material, siding, and drives/walkways outside the right-of-way which detract from the aesthetics of the neighborhood, shopping area, industrial area or other commercial area within the service district; (ix) failure to repair, replace, or remove broken fencing, screening or decorative elements on a developed parcel or lot, is declared to be a nuisance and menace to the public health, safety, and welfare of the citizens of the city, including, but not limited to abandoned property, abandoned vehicle(s), inoperable vehicles, or any other attractive nuisance.

Property means a lot or tract or parcel of land and the adjacent right-of-way portion, whether such lot or tract or parcel is improved or unimproved.

Stagnant water means, but is not limited to, any swimming pool, pond, cesspool, well, cistern, rain barrel or other receptacle containing water or accumulation of water that is not moving or flowing, may become foul smelling, contain growth of various flora, become coated with scum and in such a condition that mosquitoes may breed therein or may injure health or cause offense to other persons.

Target means an area where personal injury or property damage

could occur if a tree or portions of a tree fails. "Target" includes, but is not limited to, sidewalks, walkways, roads, vehicles, structures, or a place where people gather (for example, a backyard).

Trash, junk, or debris means waste materials, including, but not limited to, putrescible and nonputrescible waste, combustible and noncombustible waste, and generally all waste materials including, but not limited to, paper, cardboard, tin cans, lumber, concrete rubble, glass, bedding, crockery, household furnishings, household appliances, inoperable vehicle(s), dismantled pieces of motor vehicles or other machinery, abandoned vehicles, tires, rusted metal articles, and abandoned property of any kind.

Unimproved lot means a lot, tract or parcel that is not made use of; is not legally cleared of trees and brush; in the wild or natural state; and does not have certain basic required services necessary to utilize it for other purposes. These services may include, but are not limited to, electricity, telephone, sewer, street access, or water.

Fees

Fee	Description	Notes	Amount
Code Violation Daily Fee (\$25)	Enter number of days		\$10,600.00
Total			\$10,600.00

Attached Letters

Date	Letter	Description
01/25/2023	Notice of Violation with Description	letter mailed to property owner

Notes

Date	Note	Created By:
2024-06-18	Conducted a follow up on this property, I noticed the trash and debris and a few strips had been mowed. The renter next door stated that the lawn maintenance for her property did not know that was not her property and he cleaned up the trash and debris and was the one who mowed some.	Christy Lowe
2024-06-18	The actual property owner did not bring the property into compliance it is now in compliance, except it has now become overgrown. I will send a new compliance letter with the overgrown, and advising the property owner it is currently in compliance with the compliant and the fees have stopped, they will be able to apply for a Lien Reduction.	Christy Lowe
2024-06-05	Conducted a follow up, took updated pictures, the property is now overgrown and still has trash and debris on the property.	Christy Lowe
2024-06-05	Posted a notice of hearing on the said property for a 2nd hearing, Magistrate date is 06/18/2024 @ 1:30 p.m.	Christy Lowe
2024-03-26	located a possible email for the owner(s), found it on line servicing@eburycap.com	Christy Lowe
2024-03-26	Good afternoon, my name is Christy I am a code enforcement officer in the City of Palatka. I have been in search for the property owner for a piece of property . The owners are EBURY FUND 2FL LLC PO BOX 54908 New Orleans, LA 70154. I was able to locate this email from Sunbiz from an annual report, if you are the owner of 702 Olive Street Palatka, Florida 32177, I would like to discuss the case with you.	Christy Lowe

Christy Lowe
Code Enforcement Officer
clowe@palatka-fl.gov
386-329-0100 ext. 333

email sent to servicing@eburycap.com

2024-03-13	I conducted a follow up, the property is still overgrown, has trash and debris on the property. I still have had no contact with the property owners at this time.	Christy Lowe
2024-02-21	I went by the said property and the lot is still overgrown with trash and debris on the property. As of this date, I have had no contact with the property owners.	Christy Lowe
2023-12-22	This property is still no in compliance. No contact from the property owners to date.	Christy Lowe
2023-11-20	The property is still not in compliance, lot is overgrown, and trash and debris are still not in compliance.	Christy Lowe
2023-10-17	I conducted a follow up of the property, the property is still not in compliance, trash and debris and overgrown lot. I took updated photographs and downloaded them to this report.	Christy Lowe
2023-06-20	I was in the area and the property still has debris and other items on the said property.	Christy Lowe
2023-05-04	An email was sent to Erin Hewes to begin the fees on the said property for not being in compliance with the Magistrate's findings.	Christy Lowe
2023-05-01	Conducted a follow-up this date, the property is still not in compliance.	Christy Lowe
2023-04-21	Follow up from the magistrate hearing was today, the property is still not in compliance as of today's date. Photographs of the property as is today has been attached to this report.	Christy Lowe
2023-04-21	As of today, still no contact with the property owner, they have received all correspondence with my contact information and still have not reached out.	Christy Lowe
2023-03-27	Hearing green card came back signed	Christy Lowe
2023-03-21	Magistrate Hearing was today at 1:30 p.m. the property owner did not show for the hearing. The said property was found to have the code violations noted and was given 30 days of the hearing to come into compliance. Follow up is to be completed after 4/20/2023.	Christy Lowe
2023-03-21	Follow Up from the Magistrate Hearing is April 20, 2023.	Christy Lowe
2023-03-21	Today we went in front of the Magistrate's Court Hearing and the recommendation is as follows assess a daily fine of \$25.00 if the property is not brought into compliance within 30 days of the hearing, the following date is April 20, 2023.	Christy Lowe
2023-03-10	Mailed off Notice of Hearing today	Christy Lowe
2023-03-10	Posted Notice of Hearing today	Christy Lowe
2023-03-09	Conducted a follow-up on 3/09/2023 the said property is still not in compliance with the code violations, the property has debris, a mattress, motorcycle and other items still on the property.	Christy Lowe
2023-02-24	Conducted another follow up the tent has been removed from the said property. Some of the property has been cleaned up, but still has debris and other items on the property.	Christy Lowe
2023-02-13	conducted a follow up on the said property at this time, some of the wood/lumber is gone but other items have been placed on the property to include a motorcycle and other debris.	Christy Lowe
2023-02-10	10 day compliance green card came back signed.	Christy Lowe
2023-01-23	While working another complaint, the homeowner advised that the tent and debris complaint is not his property. The complaint belongs to the property owner of the vacant lot next to him. He also said that law enforcement has been called to the vacant lot several times.	Christy Lowe

Uploaded Files

Date	File Name
06/18/2024	21117478-100_2551.JPG
06/06/2024	20975300-702 Posting Photo.jpg
06/06/2024	20975258-100_2476.JPG
06/06/2024	20975257-100_2475.JPG
06/06/2024	20975254-100_2474.JPG
06/06/2024	20975249-100_2472.JPG
06/06/2024	20975239-100_2473.JPG
10/30/2023	17343812-100_1745.JPG

10/30/2023	17343811-100_1744.JPG
10/30/2023	17343810-100_1743.JPG
09/18/2023	16902876-100_0400.JPG
05/31/2023	15583684-Non-Compliance.msg
04/21/2023	15116958-0581_001.pdf
04/21/2023	15116956-0582_001.pdf
04/21/2023	15116954-0583_001.pdf
04/21/2023	15116847-100_0647.JPG
04/21/2023	15116846-100_0645.JPG
04/21/2023	15116843-100_0643.JPG
04/21/2023	15116839-100_0644.JPG
03/21/2023	14791822-0303_001.pdf
03/16/2023	14751329-20230310_143607.jpg
03/09/2023	14634905-2023016misc.pdf
03/09/2023	14634859-20230162B.pub
03/09/2023	14634696-20230162A.pub
03/09/2023	14634578-20230161A.pub
02/08/2023	14270780-100_0125.JPG
02/08/2023	14270755-100_0124.JPG

Prepared by and return to:
Jane West, Esq.
City Attorney
201 N. 2nd Street
Palatka, FL 32177

RELEASE OF LIEN

THE CITY OF PALATKA, a political subdivision of the State of Florida, hereby fully releases that obligation imposed by Code Enforcement Complaint No. 2023016, which resulted in an abatement proceeding imposing a lien in the amount of \$4,406.66, recorded at Official Record Book 1419, Page 1264 on September 15, 2015, arising out of code violations at 702/704 Olive Street, Palatka, Florida 32177 against the then owner of the property, BNP Ventures.

In consideration of funds received by the City of Palatka, receipt of which is acknowledged, the City of Palatka releases this property, and all other property encumbered by this lien pursuant to Fla. Stat. 162.09. The lien in the amount is hereby deemed fully satisfied and released.

Description of Property:
Address: 702 Olive Street, Palatka, Florida
Parcel No.: 42-10-27-6850-0730-0071

DATED THIS 13th day of March, 2025.

CITY OF PALATKA

BY: _____
ROBERTA M. CORREA
Mayor

ATTEST:

City Clerk

Release of Lien - 4506 Royal St
Address: 4506 Royal Street
Parcel No.:02-10-26-7720-0090-0070
Applicant:Granite Properties of New England, LLC

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Applicant seeks a release of a City of Palatka Code Enforcement lien.

BACKGROUND

The previous owners of the property, Warren and Cynthia Foster, failed to obtain a building permit, thus violating Section 18-62 of the Building Code. A lien was imposed in July of 2007 with daily fines in the amount of \$25. The applicant had a mortgage encumbering the property that they had to foreclose upon due to lack of payment, applicant acquired the property through the foreclose sale.

PROJECT ANALYSIS

The tax assessed value of the property is \$86,540. The amount of the lien is \$160,150. The existence of the lien will significantly impact the property value and may make the redevelopment of new construction on the property fiscally unfeasible.

Staff Recommendation

Approve the Release of Lien

ATTACHMENTS

1.	4506 Royal St
2.	Release of Lien 4506 Royal Street 3-13-25

Ronald Brown
Special Magistrate



Jonathan C. Griffith
Interim City Manager

Eddie Cutwright
Community Affairs Director

Jane West, Esq.
City Attorney

David Green
Code Enforcement Officer

Christy Lowe
Code Enforcement Officer

Special Magistrate Hearing meeting 3rd Tuesday
of each month at 1.30 p.m.

APPLICATION FOR LIEN REDUCTION

*Note, property MUST be in compliance. A lien reduction will not be processed unless all violations are in compliance. Do not submit an application for lien reduction if code violations still exist.

Date of request: 3/3/2025 Case #: _____

Applications must be submitted no less than fifteen (15) days prior to the next regularly scheduled Special Magistrate hearing. Special Magistrate hearings are held on the third Tuesday of every month.

Applicant information:

Requestor: RAY TETU

Affiliation with property:

(i.e.: owner, broker, etc.) OWNER

Address where correspondence should be sent:

PO Box 5370

LACONIA NH 03247

City State Zip Code

Phone Number: 603-494-3727

E-mail address: raytetu@outlook.com

Property information:

Property address:

4506 ROYAL ST.

PALATKA FL 32177

City State Zip Code

Parcel Identification Number: 02-10-26-7720-0090-0070

Is the property vacant: X Yes No If yes, for how long? 3-MONTHS+-

If you are not the owner, attach authorization to be acting on behalf of the owner to this application.

Name of Bank/Trust:

Page 268 of 431


Applicant's Signature

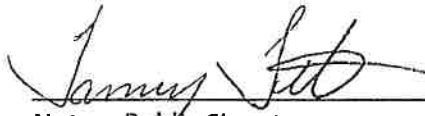
Date: 3/3/2025

State of NH
County of Belknap

The foregoing was sworn and subscribed before me on this 3 day of March,
2025, by Raymond Tetu, who is personally known to me/or who
has produced Driver license as identification and appeared
before me at the time of notarization.

Notary
Seal




Notary Public Signature
Tammy Tetu
Notary Public - print name

**CODE ENFORCEMENT BOARD OF THE
CITY OF PALATKA, FLORIDA**

CITY OF PALATKA, Petitioner,

COMPLAINT NO. 07-84

vs

FILE #: 0000628816

Warren E. & Cynthia A. Foster, respondent(s)

Page 1 of 1

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came before the Board for public hearing on July 25, 2007 and the Board having been presented with supporting evidence and inspection reports there-upon issues its Findings of Fact, Conclusions of Law and Order as follows:

I. FINDINGS OF FACT:

1. The Respondent(s) are the owners of property described as 4506 Royal Street, parcel number 02-10-26-7720-0090-0070, of the City of Palatka, Putnam County, Florida.
2. The Respondent(s) were properly notified that the above-described property needed to be brought into compliance within a given time, and has failed obtain a building permit within a given time.

II. CONCLUSIONS OF LAW:

1. The Respondent is in violation of Section 18-62 Building Code Violations.

III. ORDER

1. The \$25.00 per day fine is hereby assessed against the above-described property effective August 22, 2007.
2. Administrative costs will be assessed at a later date.

DONE AND ORDERED this 25th day of July, 2007, at Palatka, Putnam County, Florida.

CODE ENFORCEMENT BOARD OF THE CITY OF
PALATKA FLORIDA

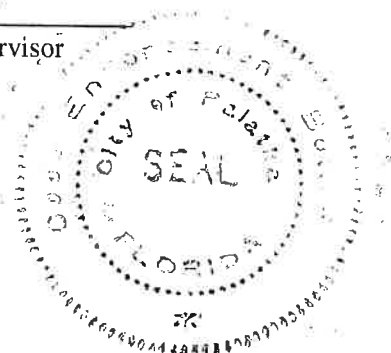
BY Kenneth Downs
Kenneth Downs, Its Chairman

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by Certified mail to the Respondent and/or authorized counsel, Warren & Cynthia Foster, 4506 Royal Street, Palatka, FL 32177, this 23rd day of August 2007.

Prepared by:
Deborah Banks
City of Palatka
201 N 2nd Street
Palatka, FL 32177



Deborah Banks
Deborah Banks, Code Enforcement Supervisor



TIM SMITH, PUTNAM CO. CLERK OF COURT
RCD: 08/24/2007 @ 09:48



Parcel: 02-10-26-7720-0090-0070 Address: 4506 Royal St, Palatka, FL 32177-2469

Complaint	Contacts	Violations	Notes	Inspections	Receipts	Parcel Documents
Parcel Code: 02-10-26-7720-0090-0070 4506 ROYAL ST PALATKA FL 32177-2469						Total Due: 0.00 Served By: Served Date: Compliance Due Date: 03 / 08 / 2007 Complaint Status Code: OL OPEN LIEN - STILL ACTIVE PD Ticket No: Court Case/Docket: Hearing Date: Hearing Time: Hearing Type: Compliance Date: Tax Assessment ID:
Location Code: 6648 4506 ROYAL ST PALATKA FL 32177-2469						
Complaint Type: BWOP BUILDING WITHOUT A PERMIT Complaint Date: 02 / 06 / 2007						
Complaint: Complaint of building without permits confirmed by Ed's inspection. Enclosed a carport, installed ac unit, and did electrical work with permits. Ed posted stop work order on jan 26, 2007.						Warning Note:
Reporter: CC						
Edit This Information						

X
 6563 days
 @ \$250,000 (1) violation
 \$164,075.00 fine?
 12-31-2024
 certificate of
 title

3

DS ST DEED .70 : 374.50 BK 1059 PG 507

STATE OF FLORIDA

COUNTY OF PUTNAM

After Recording Return to:

✓ Name: **NETCO TITLE**
Address: **4500 SALISBURY RD, 190**
JACKSONVILLE, FL 32216

This Instrument Prepared (without an examination of title) By: Patrick W. Walsh, P.C. for NETCO, 101 Wymore Road, Suite 420, Altamonte Springs, FL 32714, incident to the provision of title insurance.

FL#459062

Appraiser Property Identification Number: *02-10-26-7720-0090-0070*

GENERAL WARRANTY DEED

0000556367



THIS INDENTURE, Made this 20 day of September, 2005, by and between PALATKA HOUSING AUTHORITY of 400 N. 15th Street, Palatka, Florida 32177 hereinafter collectively referred to as "Grantor", and WARREN E. FOSTER, SR. & CYNTHIA A. FOSTER (husband & wife) of the County of Putnam, in the State of Florida hereinafter collectively referred to as "Grantee", whose post office address is 4506 Royal St., Palatka, Florida 32177.

WITNESSETH: That Grantor grants and conveys to the Grantee, Grantee's heirs and assigns forever, all the rights, title, interest and claim of the Grantor in and to the following described land in Putnam County, Florida, to-wit:

LEGAL DESCRIPTION:

THE EAST 29.17 FEET OF LOT 7 ALL OF LOT 8 AND ALL OF LOT 9 LESS THE EAST 28.33 FEET, ALL IN BLOCK 9, RIDGEDALE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 164 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

COMMONLY KNOWN AS: 4506 ROYAL ST. PALATKA, FL 32177

PARCEL #02-10-26-7720-0090-0070

FILE #: 0000556367
Page 1 of 3

Grantees take and hold this property as tenants by the entirety.

This deed was made for and in consideration of the sum of \$ 53,500
_____ (actual cash consideration) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid to the Grantor by Grantee.

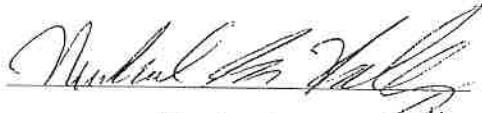
Subject to: Easements, restrictions, covenants and conditions of record, if any, which reference shall not operate to reimpose same, and taxes for 2005 and subsequent years.

To Have and to Hold, the above described premises, with the appurtenances, unto Grantee, Grantee's heirs and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed under seal on the date aforesaid. Signed, Sealed and Delivered in Our Presence:


PALATKA HOUSING AUTHORITY
By: JOHN NELSON, JR.
Title: EXECUTIVE DIRECTOR

WITNESSES:


Printed name Michael Sean Kelly


Printed name Joshua A Damius

Grantee(s) Social Security Numbers: _____

This Instrument Prepared (without an examination of title) By: Patrick W. Walsh, P.C. for NETCO, 101 Wymore Road, Suite 420, Altamonte Springs, FL 32714, incident to the provision of title insurance.

FILE #: 0000556367
Page 2 of 3

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF Putnam

The foregoing instrument was acknowledged before me this 20 day of September, 2005 by JOHN NELSON, JR., EXECUTIVE DIRECTOR, of PALATKA HOUSING AUTHORITY, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (type of identification) as identification.


(Signature of person taking acknowledgment)

Name typed, printed or stamped: _____

Title or rank: _____

Serial number, if any: _____



Michael Sean Kelly
Commission # DD319702
Expires: MAY 16, 2008
Bonded Thru
Atlantic Bonding CO., Inc.

This Instrument Prepared (without an examination of title) By: Patrick W. Walsh, P.C. for NETCO, 101 Wymore Road, Suite 420, Altamonte Springs, FL 32714, incident to the provision of title insurance.



TIM SMITH, PUTNAM CO. CLERK OF COURT
RCD: 09/30/2005 @ 15:16

FILE #: 0000556367
Page 3 of 3

\$10,400.⁰⁰
\$72.80 Doc St
3 pgs.

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR PUTNAM COUNTY, FLORIDA
CIVIL ACTION

CASE NO. 542023CA000096CAAXMX
DIVISION

GRANITE PROPERTIES OF NEW ENGLAND LLC
Plaintiff(s)

VS.

WARREN E FOSTER SR ; CYNTHIA A FOSTER ;
UNKNOWN SPOUSE OF CYNTHIA A FOSTER ;
UNKNOWN SPOUSE OF WARREN E FOSTER ;
UNKNOWN TENANT 1 ; UNKNOWN TENANT 2 ; CITY
OF PALATKA

Defendant(s)

SPACE FOR RECORDING ONLY F.S. §695.26

Inst: 202454033859 Date: 12/31/2024 Time: 2:04PM Doc Stamp-
Deed: 72.80 By: VW, DC, Matt Reynolds, Putnam, County Page 1
of 3 B: 1791 P: 528

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he or she executed and filed a Certificate of Sale in this action on December 19, 2024, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in PUTNAM County, Florida:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE
COUNTY OF PUTNAM, STATE OF FLORIDA, BEING
KNOWN AND DESIGNATED AS THE EAST 29.17 FEET OF
LOT 7 ALL OF LOT 8 AND ALL OF LOT 9 LESS THE EAST
28.33 FEET, ALL IN BLOCK 9, RIDGEDALE, ACCORDING
TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3
PAGE 164 OF THE PUBLIC RECORDS OF PUTNAM
COUNTY, FLORIDA.

Property Address- 4506 ROYAL STREET, PALATKA, FL 32177

was sold to: GRANITE PROPERTIES OF NEW ENGLAND LLC, whose address is: C/O SN SERVICING CORP
323 5TH STREET EUREKA, CA 95501.

WITNESS my hand and the seal of the Court on 31st of Dec, 2024, as Clerk of the Circuit Court.



Matt Reynolds
Clerk of Circuit Court and Comptroller

By Julia Hammond
Deputy Clerk

CC:
JASON DUGGAR
and all those on the attached service list

Service List

Warren E. Foster Sr.
414 N 7th St
Palatka, FL 32177

Cynthia A. Foster
414 N 7th St
Palatka, FL 32177

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

Real Estate Details

[Back](#)[Print Bill](#)[Sign Up for Email Alerts](#)

PROPERTY DETAIL						
FOSTER WARREN E SR + CYNTHIA A H/W PO BOX 554 PALATKA, FL 32178-0554 REAL ESTATE PROPERTY ID #: 02-10-26-7720-0090-0070 TAX YEAR: 2024 ▼						
PROPERTY ADDRESS: 4506 ROYAL ST PALATKA STATUS: Paid						
LEGAL DESCRIPTION: RIDGEDALE MB3 P164, (TRACT 9)THE E29.17FT OF LOT 7, ALL OF LOT 8 AND LOT 9 LESS, THE E 28.33FT ALL IN BLK 9 PRIOR YEARS DUE:						
Market Value:						95,960
Assessed Value:						95,960
EXEMPTIONS:						
EI CORRECTION:						
AD VALOREM TAX:						
Taxing Authority	Assessed Value	Exemptions	Taxable Value	Millage Rate	Taxes Levied	
PUTNAM COUNTY GENERAL FUND	86,540.00	0.00	86,540.00	8.8441	765.37	
SCHOOL LOCAL REQUIRED EFFORT	95,960.00	0.00	95,960.00	3.0330	291.05	
SCHOOL DISTRICT DISCRETIONARY	95,960.00	0.00	95,960.00	0.7480	71.78	
SCHOOL DISTRICT CAPITAL OUTLAY	95,960.00	0.00	95,960.00	1.5000	143.94	
VOTED DISTRICT SCHOOL DEBT	95,960.00	0.00	95,960.00	0.8490	81.47	
ST. JOHNS RIVER WATER MGMT	86,540.00	0.00	86,540.00	0.1793	15.52	
CITY OF PALATKA	86,540.00	0.00	86,540.00	6.4000	553.86	
TOTAL AD VALOREM TAX:						21.553400 \$1,922.99
NON AD VALOREM TAX:						
Code	Fund	Amount				
SP1-PA	SOLID WASTE PALATKA LANDFILL	135.00				
PAFT	PALATKA FIRE PROTECTION	355.52				
TOTAL NON-AD VALOREM TAX:						490.52
GROSS TAX:						\$2,413.51
TOTAL:						\$2,413.51
PAYMENTS:						

Posted	Receipt	Paid By	Amount	Action
02/20/2025	N02202025P019912	RAYMOND TETU	2,389.37	receipt (editPayment2.action? action=receipt&masterPaymentId=3248175) summary (editPayment2.action? action=receiptSummary&masterPaymentId=3248175)
REFUND				
Posted				Refund Amount
Nothing found to display.				
Allow 4 to 6 weeks from date posted for processing. If not received after 6 weeks contact the Putnam County Tax Collectors office.				
Allow 4 to 6 weeks from date posted for processing. If not received after 6 weeks contact the Putnam County Tax Collector's office.				
ESCROW CODE:				
NAME:				
ADDRESS:				
Contact Info:				

TABLE OF CONTENTS

- Home (<https://www.putnamtax.com/>)
- Property Search (editPropertySearch2.action?action=list)
- Address Change (AddressChangeInfo_rwd2_PUTNAM.jsp)
- Clerk of Court (<http://www.putnam-fl.com/coc/>)
- Property Appraiser (<https://apps.putnam-fl.com/pa/property/?type=api&parcel=02-10-26-7720-0090-0070>)
- Portfolio Login (../ptaxweb/editWebLogin2.action?action=login)
- Portfolio Register (../ptaxweb/editPortfolioRegistration2.action?action=registerOne)
- Manage Portfolio Info (../ptaxweb/editPortfolioRegistration2.action?action=updatePortfolio)
- Portfolio Group Maintenance (../ptaxweb/editPortfolioGroup2.action?action=groupMaintenance)
- Property Portfolio Help (../ptaxweb/Portfolio_help_rwd2.jsp)
- General Information (../ptaxweb/Help_GeneralInfo_rwd2_PUTNAM.jsp)
- Property Search Help (../ptaxweb/Help_PropertySearch_rwd2.jsp)
- About Property Tax (../ptaxweb/Help_AboutPropertyTax_rwd2_PUTNAM.jsp)
- How To Search and Pay Taxes Online (../ptaxweb/Help_PayTaxesOnline_mctc_rwd2.jsp)
- Apply for Installment Option (<https://ptax.putnam-fl.com/ptaxweb/editInstallmentRequest2.action?action=submitInstallmentRequest>)
- Email Property Tax Question (../editComment2.action?action=submitComment)

Sale Date From

Sale Date To

Then, Select **Filter(s)** if desired:

Square Feet From

Square Feet To

Vacant/Improved

Any  Any



Qualified Sale

Any  Any

Property Use

Any  Any

Land Use

Any  Any

Taxing District

Any  Any

No Parcel History is available to view.

- [Search](#)
- [Reset Search](#)

Search Results Help Download

1 Parcel.

02-10-26-7720-0090-0070 | 51625

GRANITE PROPERTIES OF NEW ENGLAND LLC

4506 ROYAL ST PALATKA 32177

Download Search Results

Your **Parcel Results Download** is being prepared and downloaded.

This may take a few moments...

Please click the **Close** button when the download is complete.



Interim Parcel Details | 02-10-26-7720-0090-0070 | 51625 Help

Parcel:

02-10-26-7720-0090-0070

Owner:

GRANITE PROPERTIES OF NEW ENGLAND LLC

VID:

51625

Staff Area:

3

911 Address:

4506 ROYAL ST

PALATKA 32177

Mailing Address:

C/O SN SERVICING CORP

323 5TH ST

EUREKA CA 95501

Subdivision:

RIDGEDALE

- [TAX ESTIMATOR](#)
- [RECORDING MAPS SEARCH](#)
- [Change Theme](#)
[Toggle Light/Dark Theme](#)

Search Criteria Help

Tax Roll Year

2025 

[Owner911 AddressParcelSubdivisionVIDSales](#)

Please enter a Name of at least two (2) characters

Name

City

Any 

Please enter an Address

Address

4506 ROYAL ST PALATKA F

City

Any 

Please enter at least one item

Section

Any

Township

Any

Range

Any

Subdivision

Any

Block

Any

Lot

Any

Please select a Subdivision

Subdivision



Please enter a VID Number

VID Number

Please enter at least one **Range** item.

Sale Date From is incomplete or invalid.

Sale Date To is incomplete or invalid.

Sale Date To cannot be prior to **Sale Date From**.

Sale Date To is required when **Sale Date From** is entered.

Sale Date From is required when **Sale Date To** is entered.

Sale Price To is required when **Sale Price From** is entered.

Sale Price From is required when **Sale Price To** is entered.

Sale Price To cannot be less than **Sale Price From**.

Square Feet To is required when **Square Feet From** is entered.

Square Feet From is required when **Square Feet To** is entered.

Square Feet To cannot be less than **Square Feet From**.

At least one **Range** item must be entered to select this **Filter** item.

Enter at least one **Range** item:

Sale Price From

Sale Price To

GIS Mapping & Sales

Owner Id / Parcels:
167112 / 1

Description:
RIDGEDALE MB3 P164 (TRACT 9)THE E29.17FT OF LOT 7 ALL OF LOT 8 AND LOT 9 LESS THE E 28.33FT ALL IN BLK 9

Tax Roll Year
2025 ▼

- [TRIM](#)
- [Tax Bill](#)
- [GIS](#)
- [Map](#)
- [Email](#)
- [PRC](#)
- [E-File](#)

[Main](#)[Value](#)[Land](#)[Sales](#)[Improvements](#)[Features](#)[Tax](#) [Cap](#)[Images](#)

Summary

Just Value of Land: 6,360
OBXF Value: 970
Improvement Value: 86,460
Market Value: 93,790
Market Classified: 0
Classified: 0
Market Adjusted: 93,790
Total Acreage: 0.23
Property Use: 00100 - SINGLE FAMILY
Structures: 1
Mobile Homes: 0
MH Unextended: 0
Census Block: 121079506003
Location: City of Palatka
Neighborhood: RIDGEDALE

Non-Ad Valorem Assessments

Code	Description	Units	Rate	Amount
SP1-PA	SOLID WASTE PALATKA 1	1	135	135

No Value information is available.
No Land information is available.
No Sales information is available
No Improvement information is available.
No Features information is available.
No Tax Cap information is available.
No Images are available.

[Google Map](#) |

Close

Email Parcel Record Card

Recipient Email
Your Name
Your Email

Message

- [Send Email](#)
- [Cancel](#)

Print Parcel Record Card

Print Mode:

- ☒ Internal
☐ External

- [Print PRC](#)
- [Cancel](#)

View / Print

[Close](#)
[Top](#)

Print Site Usage

Month to Process

- [Print](#)
- [Cancel](#)

Disclaimer

Information

The information displayed is from the Final Tax roll which is certified each year in mid October and is updated annually. This information may not reflect the data currently on file in the Property Appraiser's office. The information that is supplied by the Putnam County Property Appraiser's office is public information data and must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a property tax roll per Florida Statute. The Putnam County Property Appraiser's office makes no warranties, expressed or implied, as to the correctness, accuracy, completeness, reliability or suitability of this data for any other particular use. The Putnam County Property Appraiser's office furthermore assumes no liability whatsoever associated with the use or misuse of the public information data.

Future Land Use and Zoning

The future land use and zoning information displayed may change at any time through the future land use map amendment or rezoning process. You should contact the appropriate planning and zoning department for official verification.

Documents and Forms

Online versions of Putnam County, FL Documents and Forms are posted for your convenience only. Our goal is to make this information available as soon as possible, but please be aware that online Documents and Forms are subject to change. The County does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links and other items contained on its web pages. Also, the County will, in no event, be liable or responsible for damages of any kind arising out of the use of online Documents and Forms.

-
- [I Accept](#)
 - [I Decline](#)
-

Clay Davis, CFE, CCF - Putnam County Property Appraiser



Navigate to...



VIEW PERMIT

[Home](#) / [Services](#) / [Permits](#) / [View Permit](#)

Permit #: E24-000065

Project #: 24-000624

Status: Issued

Balance Due: \$0.00

Address: 4506 ROYAL ST 

Description: STRAIGHTEN THE FITTING TO METER PAN. SUPPORT EMT W/UNISTRUT. REPAIR SERVICE MAST



[Permit](#) [Reviews](#) [Documents](#) [Inspections](#)

Permit #:

E24-000065

Permit Type:

Electrical Permit

Sub Type:

Residential

Issue Date:

02/02/2024

Expiration Date:

Is this a first-submission or an after-the-fact submission?:

First-time Submission

CONTACT INFORMATION

Will this be an Owner-Builder project?:

Yes

Owner-builder must personally appear to physically sign permit application.

Prime Contractor:

FOSTER WARREN E SR + CYNTHIA A H/W

Fee Simple Title Holders Name:

Fee Simple Title Holders Address:

Do you have a Bonding Company?:

Mortgage Lender Name:

Mortgage Lender Address:

Permit Processor:

PROJECT INFORMATION

Directions from Building Division:

LEFT ON 19. LEFT ON ST.JOHNS. RIGHT ON STILLWELL. LEFT ON ROYAL. SECEND TO LAST HOUSE ON RIGHT. #
4506 ROYAL ST

Zoning District:

Residential 3 (R-3)

Is this application for a generator?:

No

of subpanels:

of Bedrooms:

of Bathrooms:

Code Edition:

2020

Square Footage:

Estimated Cost:

25.00

Electric Company:

Clay Palatka

DOCUMENTS

Site Plan:

Additional Construction Documents:

APPLICANT'S CERTIFICATION

Owner-builder must personally appear to physically sign permit application.:

No

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in the jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELL, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER/CONTRACTOR AFFIDAVIT: I certify that all the foregoing information is accurate and true, and that all work will be done in compliance with all applicable laws regulating construction, contractor licensing and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF REQUIRED, A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOBSITE BEFORE THE FIRST INSPECTION.

IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature:

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 citi**en**serve

[Terms of Use \(TermsofUse.pdf\)](#),
[Privacy Policy \(PrivacyPolicy.pdf\)](#),

Observed that appears someone is living there and they are again working on the enclosed carport, putting up siding. Took pictures. Asked Joff to go take a look at it as it is and old case of Ed's. A permit has never been pulled for the work done. There has been a daily fine of \$25 per day accruing on it since 8/22/07. For a total of 1829 days = \$45,725 as of 8/23/12.

Ed - this has an ongoing fine. This is just an annual inspection to see if anyone is living there and any work has been done since they were doing unpermitted work last year. The may have contacted the Dept. since you were out there last year.

Prepared by and return to:
Jane West, Esq.
City Attorney
201 N. 2nd Street
Palatka, FL 32177

RELEASE OF LIEN

THE CITY OF PALATKA, a political subdivision of the State of Florida, hereby fully releases that obligation imposed by Code Enforcement Complaint No. 07-84, recorded at Official Record Book 1163, Page 1442 on August 24, 2007, arising out of code violations at 4506 Royal Street, Palatka, Florida 32177 against the then owners of the property, Warren and Cynthia Foster.

In consideration of funds received by the City of Palatka, receipt of which is acknowledged, the City of Palatka releases this property, and all other property encumbered by this lien pursuant to Fla. Stat. 162.09. The lien in the amount is hereby deemed fully satisfied and released.

Description of Property:
Address: 4506 Royal Street, Palatka, Florida
Parcel No.: 02-10-26-7720-0090-0070

DATED THIS 5th day of March, 2025.

CITY OF PALATKA

ATTEST:

BY: _____
ROBERTA M. CORREA
Mayor

City Clerk

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City wishes to deter drivers from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program that utilizes enforcement cameras.

BACKGROUND

House Bill 657 was passed by the Florida Legislature and subsequently signed into law by Governor DeSantis on May 31, 2023. This law authorizes municipalities to operate speed detection devices to enforce speed limits in and around schools throughout the entire school day. The aim is to enhance the safety of students and staff by curbing speeding in school zones.

PROJECT ANALYSIS

The implementation of this law is part of a broader effort to ensure the safety of children and reduce the risk of accidents in school areas. This program also serves as a preventive measure, encouraging drivers to adhere to speed limits and drive cautiously around school zones at all times. Based on the traffic data and other evidence, the City determined that schools set forth in this Ordinance have a heightened safety risk which supports the installation of school speed zone safety cameras.

School zones will be marked with additional posted speed limit signs, regulatory time placards, and photo-enforced signs. With the additional signage, the goal is to slow vehicles down.

Cameras will be used to identify vehicles traveling over the posted speed limit. Anyone in the designated school zone driving 11 mph or more over the posted speed limit will receive a violation in the mail.

Prior to issuing violations, a grace period will be provided and drivers will be issued warnings during this time frame. This warning period will encourage drivers to slow down and change their driving habits. During this warning period, violators will receive a warning in the mail that carries no fine. Speed cameras will be active and enforced on school days from 30 minutes before school starts until 30 minutes after school has ended. This violation is a civil violation and is not considered a traffic violation. The violation is \$100. The penalties collected under this

program are controlled by Florida statute and are broken down as follows:

- Twenty dollars (\$20) must be remitted to the FL Department of Revenue for deposit into the General Revenue Fund.
- Sixty dollars (\$60) must be retained by the county and must be used to administer speed detection systems in school zones and other public safety initiatives.
- Three dollars (\$3) must be remitted to the FL Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund.
- Twelve dollars (\$12) must be remitted to the county school district in which the violation occurred and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions. Funds remitted under this paragraph must be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions.
- Five dollars (\$5) must be retained by the county for the School Crossing Guard Recruitment Retention Program under [Florida Statute Section 316.1894](#).

Staff Recommendation

The Police Department is looking for approval of Ordinance 25-10.

ATTACHMENTS

1.	School Zone Speed Infraction Program
2.	Business Impact Statement - School Speed Zone Infractions

ORDINANCE 2025-10

AN ORDINANCE AMENDING CHAPTER 42, CITY CODE, BY CREATING ARTICLE V, SECTIONS 42-140 THROUGH 42-145, , SCHOOL SPEED ZONE INFRACTIONS BY USE OF ENFORCEMENT CAMERAS, WHICH AUTHORIZES A SCHOOL SPEED ZONE SPEED ENFORCEMENT PROGRAM AND USE OF SPEED DETECTION SYSTEMS, PROVIDING PROGRAM IMPLEMENTATION REQUIREMENTS, DESIGNATION OF SCHOOL ZONES AND ENFORCEMENT; PROVIDING LEGISLATIVE FINDINGS, SEVERABILITY, CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Palatka ("City") possesses broad home rule powers granted under the State of Florida Constitution and pursuant to the grant of power set forth in §2(b), Article VIII of the State Constitution, the legislative body of each municipality has the power to enact legislation concerning any subject matter upon which the Florida Legislature may act, unless otherwise prohibited or preempted; and

WHEREAS, on April 28, 2023, the Florida Legislature passed CS/C/HB 657 ("HB 657"), authorizing municipalities to enforce the applicable speed limit on a roadway properly maintained as a school zone through the use of a Speed Detection System; and

WHEREAS, on May 31, 2023, HB 657 was signed into law under Chapter 2023-174, Laws of Florida, taking effect on July 1, 2023; and

WHEREAS, HB 657 provides that a municipality may issue Notices of Violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of §316.1895 and §316.183, Florida Statutes, that are captured by speed detection systems during specified time periods and further provide for notice to the registered owner of the subject vehicle, a hearing procedure, appellate remedies and the assessment and remittance of civil penalties and costs; and

WHEREAS, HB 657 requires municipalities that elect to operate a school speed zone detection program to implement a public awareness campaign at least 30 days before commencing with the enforcement of violations and to annually report information about the program to both the public and the Florida Department of Highway Safety and Motor Vehicle; and

WHEREAS, the City wishes to deter drivers from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

WHEREAS, the City must determine the appropriate speed detection system vendor and procure such a vendor to assist with the City's school zone speed enforcement program in cooperation with the relevant City staff, and in conformance with all requirement set forth in HB 657; and

WHEREAS, the School Zone Speed Detection Systems provides data and evaluation criteria to support a finding that schools, and associated school zones, have a heightened safety risk; and

WHEREAS, based on the traffic data and other evidence, the City determined that schools set forth in this Ordinance have a heightened safety risk which supports the installation of school speed zone safety cameras, and

WHEREAS, as part of the public hearing on this matter, the City Commission of the City of Palatka has considered the data and other evidence provided by City staff supporting the

installation and operation of speed detection systems on roadways maintained as school zones and has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures on the roadway maintained as a school zone; and

WHEREAS, the City Commission finds that motor vehicles speeding on a roadway maintained as a school zone before, during, and after school hours is a hazard that threatens the health, safety, and welfare of students and pedestrians in the City, and that enforcement of applicable speed limits in school zones before, during, and after school session through the use of a speed detection system may reduce safety risks in school zones, City Commission approves the implementation of a school zone speed detection program pursuant to the rules and regulations of HB 657 and other applicable state law.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section I. The City of Palatka Municipal Code Chapter 42, Article V, Sections 1-6 shall be created to read as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section II. All ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section III. If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

Section IV. EFFECTIVE DATE: This Ordinance shall take effect upon adoption.

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 _____ day of February, 2025.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this _____ day of March, 2025.

CITY OF PALATKA

By: _____

Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

EXHIBIT A

SCHOOL SPEED ZONE INFRACTIONS

Section

42.140	Intent, purpose, scope
42.141	Definitions
42.142	Use of Speed Detection Systems
42-143	Program Administration
42-144	Program Implementation Requirements
42-145	Designation of School Zones

SEC. 42-140. INTENT, PURPOSE, SCOPE

The intent of this section is to protect the health, safety, and welfare of the citizens of Palatka by authorizing the placement or installation and use of speed detection systems on roadways maintained as a school zone as authorized under F.S. § 316.008, pursuant to F.S. § 316.1895, within the jurisdiction of the city, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This section provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with F.S. Ch. 316.

SEC. 42-141. DEFINITIONS

For the purposes of this section, the following terms shall have the meanings given below:

- *Hearing Procedures*: The procedures set forth under F.S. § 316.1896, governing noticing, scheduling, and conducting hearings before a local hearing officer.
- *Law Enforcement Officer*: As defined by F.S. § 943.10(1), any person who is elected, appointed, or employed full-time by a municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.
- *Motor Vehicle*: As defined by F.S. § 316.003, a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped.
- *Notice of Violation*: The written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a Speed Detection

System and thereafter reviewed and approved by a law enforcement officer or traffic infraction enforcement officer. A notice of violation must be in the form and include the contents prescribed by F.S. § 316.1896.

- *School Zone*: That portion of a street or highway established as a school zone pursuant to F.S. § 316.1895.
- *School Zone Speed Enforcement Program*: The regulations and procedures governing the use of Speed Detection Systems on roadways maintained as a School Zone within the jurisdiction of the City, as provided for by applicable law and established by this section.
- *School Zone Speed Infraction*: A violation of F.S. § 316.183 or 316.1895, captured by a Speed Detection System on a roadway maintained as a School Zone during the hours provided for by applicable law and set forth in this section.
- *Speed Detection System*: A portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term "Speed Detection System" defined in F.S. § 316.003(83), as it may be amended.
- *Traffic Infraction Enforcement Officer*: A person who meets the qualifications established by F.S. § 316.640.
- *Uniform Traffic Citation*: The citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form and including the contents prescribed by F.S. §§ 316.1896 and 316.650.

SEC. 42-142. USE OF SPEED DETECTION SYSTEMS

Pursuant to F.S. § 316.008(9), the City of Palatka elects to use speed detection systems on roadways properly maintained as a school zone to enforce speed limits within the city's jurisdiction. The city may utilize speed detection systems as a supplemental means of assisting law enforcement personnel in the enforcement of compliance with state law related to unlawful speed in school zones, in accordance with F.S. Ch. 316.

SEC. 42-143. PROGRAM ADMINISTRATION

(1) The Palatka Police Department in cooperation with any necessary city staff and any approved vendor and its employees and agents, shall be enabled and empowered by this section to assist with the City's school zone speed enforcement program.

(2) The city may utilize a Code Enforcement Hearing Officer/Special Magistrate, and/or its Code Enforcement Board as its local hearing officer, who shall have jurisdiction to conduct proceedings challenging the issuance of a notice of violation.

SEC. 42-144. PROGRAM IMPLEMENTATION REQUIREMENTS

(1) *Vendor Contract*: The City Commission shall approve any contract for placement or installation of a speed detection system in a school zone in accordance with F.S. § 316.0776.

(2) *Installation and Operation of Speed Detection Systems*: Speed Detection Systems may only be installed and operated in the School Zones designated by this section.

(3) *Signage Requirements*: Signage related to speed detection systems shall comply with F.S. Ch. 316, Florida Department of Transportation, and Florida Department of Highway Safety and Motor Vehicles regulations.

SEC. 42-145. DESIGNATIONS OF SCHOOL ZONES

Based on data showing heightened safety risk, school zones for initial installation of speed detection systems include:

- Palatka High School – Mellon Rd & St. Johns Avenue (NB/SB)
- Putnam Academy of Arts & Sciences – 310 S. Palm Avenue

Additional school zones may be added at the sole discretion of the Chief of Police based upon demonstrable data showing heightened safety risks.

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: "School Speed Zone Infractions."

More specifically:

AN ORDINANCE AMENDING CHAPTER 42, CITY CODE, BY CREATING ARTICLE V, SECTIONS 42-140 THROUGH 42-145, , SCHOOL SPEED ZONE INFRACTIONS BY USE OF ENFORCEMENT CAMERAS, WHICH AUTHORIZES A SCHOOL SPEED ZONE SPEED ENFORCEMENT PROGRAM AND USE OF SPEED DETECTION SYSTEMS, PROVIDING PROGRAM IMPLEMENTATION REQUIREMENTS, DESIGNATION OF SCHOOL ZONES AND ENFORCEMENT; PROVIDING LEGISLATIVE FINDINGS, SEVERABILITY, CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The School Speed Zone Infractions ordinance seeks to better protect public safety by providing supplemental enforcement tools for those who violate school speed limits.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

STAFF REPORT

DATE: February 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Establish a policy for evaluating funding requests from the public.

BACKGROUND

The City receives multiple requests from the public to fund various initiatives; however, there is not an established policy that provides for a consistent approach to funding. This policy establishes guidelines and procedures for evaluating funding requests submitted by nonprofit organizations seeking financial support from the City of Palatka. The objective is to ensure that all requests are assessed fairly, equitably, and align with the City's mission of promoting community well-being and enhancing the quality of life in Palatka. In addition, a written policy provides clarity and transparency to members of the public seeking funding.

PROJECT ANALYSIS

This policy applies to ALL requests for funding from nonprofit organizations, whether for general operational support, specific projects, or special programs, and outlines the criteria and procedures for evaluation, approval, and disbursement of funds.

Staff Recommendation

Approve the policy.

ATTACHMENTS

1.	Policy for funding non-profit requests
----	--

ROBERTA M. CORREA
MAYOR-COMMISSIONER

ANNIE H. DAVIS
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

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

JANE WEST, ESQ.
CITY ATTORNEY

KAREN HAYES, MMC
CITY CLERK

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

City of Palatka Funding Request Policy

February 13, 2025

Purpose

This policy establishes guidelines and procedures for evaluating funding requests submitted by nonprofit organizations seeking financial support from the City of Palatka. The objective is to ensure that all requests are assessed fairly, equitably, and align with the City's mission of promoting community well-being and enhancing the quality of life in Palatka.

Scope

This policy applies to ALL requests for funding from nonprofit organizations, whether for general operational support, specific projects, or special programs, and outlines the criteria and procedures for evaluation, approval, and disbursement of funds.

Eligibility Criteria

1. Nonprofit Status:

The requesting organization must be a registered nonprofit entity, recognized as a 501(c)(3) organization under the Internal Revenue Code. Proof of nonprofit status must be provided with the funding request. An organization that has an NGO fiscal sponsor may be considered for funding. Proof of fiscal sponsorship by an NGO must be provided with the funding request. The City shall not consider funding requests from for-profit corporations or religious institutions.

2. Benefit to the City of Palatka:

The project or program for which funding is requested must provide a tangible benefit to the residents, economy, or community of Palatka. The request must demonstrate how the funding will directly improve or serve the public good within the City. If the request benefits Putnam County at large, the requestor must demonstrate efforts to secure funding from Putnam County and other county-wide entities, such as the Putnam County School District or the Putnam County Chamber of Commerce. Failure to demonstrate funding requests from county entities will render the request incomplete and will not be considered by the City Commission.

3. Compliance with Applicable Laws:

The organization must comply with all federal, state, and local laws, including those related to tax-exempt status, financial reporting, and non-discrimination policies.

Funding Request Process

1. Submission:

All funding requests must be submitted to the City Clerk's office in writing using the standard application form provided by the City of Palatka. The request must include the following:

- A detailed description of the project or program.
- The specific amount of funding requested.

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

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

- A budget outlining how the requested funds will be allocated.
- Proof of nonprofit status.
- Documentation demonstrating the impact of the project or program on the City of Palatka.
- A timeline for the project, if applicable.

2. Deadline:

Requests for funding must be submitted by June 1 to be considered for review in the following year's fiscal budget cycle. Late or incomplete applications may not be considered. Emergency requests submitted after June 1 shall be limited to \$500 and the requestor must indicate in the application the basis for the emergency. Allocation of funding in all instances is wholly within the discretion of the City Commission.

3. Review and Evaluation:

The City Manager and Finance Director (the review committee) will evaluate all funding requests based on the following criteria:

- Alignment with the City's priorities and strategic goals.
- Potential benefit to the community of Palatka, including economic, cultural, environmental, or social impacts.
- Feasibility and sustainability of the project or program.
- Organizational capacity and track record of the applicant organization.
- Clear and measurable outcomes.

4. Approval Process:

The review committee will make recommendations based on the evaluation of each funding request. The City Commission will make the final decision on the approval and disbursement of funds during a public meeting.

Funding Conditions

1. Disbursement:

If approved, funding will be disbursed in accordance with the terms outlined in the funding agreement between the City of Palatka and the nonprofit organization. Funds may be distributed as a lump sum or in installments, based on the nature of the project.

2. Reporting Requirements:

Organizations receiving funding must submit a report to the City of Palatka within thirty (30) days after completion of the funded project or program. The report must include:

- A summary of the project or program.
- A breakdown of expenditures.
- Evidence of the project's impact on the City of Palatka, including any measurable outcomes.
- Any challenges faced and lessons learned.

3. Use of Funds:

Funds must be used exclusively for the purposes outlined in the approved request. Any deviation from the approved project or budget requires prior written approval from the City.

4. Audit and Oversight:

The City of Palatka reserves the right to audit the use of funds at any time to ensure compliance with the terms of the funding agreement.

Conclusion

The City of Palatka is committed to supporting nonprofit organizations that contribute to the enhancement of the community and the public good. By providing a transparent, consistent, and equitable process for funding requests, the City aims to foster positive, long-term impacts that benefit all residents.

Effective Date:

This policy shall be effective as of _____. 2025.

Ordinance 2025-1 Rezoning property at the intersection of Saint Johns Ave. and Zeagler from single family residential (R-1) to multi-family residential (R-3) Parcel No. 10-10-26-0000-0200-0050. (First Reading)

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request is for rezoning one parcel of approximately 4.23 acres at the intersection of Saint Johns Avenue and Zeagler Drive with a Planned Unit Development (PUD) overlay. The request is to change the existing zoning from Single-Family Residential (R-1) to Multi-Family Residential (R-3). The parcel is proposed to be developed for 68 townhomes.

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 within the city limits of Palatka and currently vacant, semi-wooded with no existing structures. The proposed 68 townhouses will be connected to municipal water and sewer available nearby.

The area contains multi-family housing, 18 single family home cul de sac subdivision, an approved multi-family residential Planned Unit Development (The Cottages), along with medical facilities and uses.

On January 7, 2025, the Planning Board approved the rezoning and Planned Unit Development overlay.

PROJECT ANALYSIS

Please see staff report attached

Staff Recommendation

Staff recommends the request to rezone from City of Palatka Single-Family Residential (R-1) to City of Palatka Multiple-Family Residential (R-3) with a Planned Unit Development (PUD) overlay, be **approved** for the above parcel with the following conditions:

- All utilities must be located underground, per Section 94-233(f) of the City of Palatka municipal code.
- All vehicular parking associated with the development comply with the City of

Palatka, Article V, “Off-Street Parking and Loading” and an accommodation of (1) one (guest) vehicular parking space per (5) five units.

- A traffic study or letter from a certified traffic engineer or other transportation professional be submitted to the city regarding vehicular ingress and egress of the proposed development site.

ATTACHMENTS

1.	Staff Report (8)
2.	Ord 25- reZoning PB 24-23 Cypress
3.	site plan 010725
4.	Business Impact Estimate - ORD 25-01

Case PB 24-23 – Request to Rezone 4.23 acres with a PUD Overlay at 10-10-26-0000-0200-0050

Address: Unassigned (Intersection of Saint Johns Avenue and Zeagler Drive)

Applicant: Palmetto Palatka Land Trust

Agent: Christine Towers

STAFF REPORT

DATE: January 7, 2025
TO: City Planning Board
FROM: Planning Director

APPLICATION REQUEST

Request is for rezoning one parcel of approximately 4.23 acres at the intersection of Saint Johns Avenue and Zeagler Drive with a Planned Unit Development (PUD) overlay. The request is to change the existing zoning from Single-Family Residential (R-1) to Multi-Family Residential (R-3). The parcel is proposed to be developed for 68 townhomes.

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 within the city limits of Palatka and currently vacant, semi-wooded with no existing structures. The proposed 68 townhouses will be connected to municipal water and sewer available nearby.

The area contains multi-family housing, 18 single family home cul de sac subdivision, a new multi-family residential Planned Unit Development (construction underway), along with medical facilities and uses. See Table 1.

	Actual Use	FLUM	ZONING
Property Existing	Vacant	City of Palatka Residential Low Density (RL)	City of Palatka Single family Residential (R-1)
North	Woodland Point Apartment Complex, and Palatka Center for Rehabilitation and Healing (across Saint Johns Ave)	City of Palatka Residential High Density (RH)	City of Palatka Commercial Intensive (C-2); Multi-family Residential (R-3)
South	Foxwood Lane Subdivision	City of Palatka Residential Low (RL)	City of Palatka Residential, Single Family (R-1)
East	Fresenius Kidney Care	City of Palatka Residential High (RH)	City of Palatka Multi-family Residential (R-3)

	Palatka, and Kiva-Palatka Assisted Living		
West	"The Cottage at Saint Johns"	City of Palatka Residential High (RH)	City of Palatka Multi-family Residential (R-3)

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

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 Single Family Residential (R-1) classification. The subject property is adjacent to City of Palatka Multiple-Family Residential (R-3) zoning to the west and east. Foxwood Lane, a single-family residential, cul-de sac subdivision is located south of the subject parcel. The surrounding properties are developed as residential and medical uses. The change to a multiple-family residential (R-3) 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 commercial and residential. The proposed zoning change will further the multiple-family character to the west (The Cottages) and to the north (Woodland Point Apartments) of the subject parcel.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The proposed zoning change will not be isolated; there are adjacent multiple-family residential dwelling units to the north and west of the subject property.
- d. *The population density pattern and possible increase or overtaking of the load on public facilities such as schools, utilities, streets, etc.*

Response: The subject parcel is proposed to be developed as townhouses. This has the potential to increase population by 2.28 persons per household, or a potential total of 155 persons. The City of Palatka water and wastewater treatment plants both have available capacity to serve these townhouses. There will be an impact on traffic in the local area. There may be an additional impact on school population. It is the expectation that stormwater will be managed pending submittal of a site plan.

- 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, north, and east on properties within the city limits. There is a mix of residential and commercial zoning categories in the area, as well as medical uses.

- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*

Response: More opportunities for housing will be created within the City of Palatka with a rezoning and development.

- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*

Response: Additional vehicular traffic will be created with the proposed 68-unit townhouse development on the parcel. Pending submittal of the site plan, stormwater will be managed on site. The homes will be connected to public water and sewer.

- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Response: Access to the proposed townhouses would be on Zeagler Drive. If approved, the 68-townhomes would have some impact on traffic. Staff would request the developer submit a traffic study as part of the approval for new multi-family residential development.

- i. *Whether the proposed change will create a drainage problem.*

Response: The annexation and the proposed development project are not anticipated to cause a drainage issue. The applicant must address stormwater runoff in the submittal of a site plan as noted in the me municipal code section "Buffering and Screening Requirements" §94-300(c)(4).

- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: The proposed future development resulting from the annexation will not seriously reduce light and air to the adjacent properties. The maximum structure height for R-3 is 65-feet.

- 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 north (across St Johns Ave). An 18-Single Family residential/cul-de sac subdivision is located on the adjacent property to the south. Constructing residential units on the subject parcel at the same density as the surrounding areas to the west and north 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: The proposed change is in accordance with standard Urban 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.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: The property is currently zoned single-family residential; per the city zoning ordinance, a multi-family zoning classification is needed to construct townhomes on this property.

The proposed zoning classification is consistent with the existing zoning of adjacent properties and is 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 comprised of multiple-family residential and medical orientated in nature. The multi-family residential use already exists or is permitted on adjacent surrounding properties. The proposed use would not be out of scale with the neighborhood or 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.

Planned Unit Development

The intent of the Planned Unit Development is to:

- (1) Encourage the development of large tracts of land as planned neighborhoods or communities.
- (2) Encourage flexible and creative concepts of site planning.
- (3) Preserve the natural amenities of the land by encouraging scenic and functional open areas within residential areas.
- (4) Accomplish a more desirable environment than would be possible through the strict application of minimum requirements of this chapter.
- (5) Provide for an efficient use of land resulting in smaller networks of utilities and streets and thereby lower development and housing costs.
- (6) Provide an environment of stable character compatible with surrounding residential areas.
- (7) Encourage a variety of housing types within the planned development in an orderly relation to one another and to existing land uses, with due regard to the comprehensive plan for the city.

Section 94-233 of the Zoning Code set forth the development standards which must be applied to any PUD application:

a.- Unity: A parcel which is proposed for a planned unit development shall be in single ownership or control.

Response: Palmetto Palatka Land Trust is the owner of the property. The application is in compliance with this standard.

b.- Maximum density: The maximum density of a planned unit development shall not exceed that allowed in the district within which the planned unit development is approved.

Response: The underlying zoning district designated is Multi-Family Residential (R-3) which allows a maximum density of 18 dwelling units per acre. Based on R-3 zoning classification, the maximum density for the property is 81.9 dwelling units. The proposed residential development consists of 68 dwelling units on 4.55 acres yielding a gross density of 14.95 units per acre which is below the maximum allowed. The application is in compliance with this standard.

c.- Access: Every dwelling unit or other permitted use in the planned unit development shall have access to a public street either directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access. Permitted uses are not required to front on a dedicated public road.

Response: The site plan submitted depicts each dwelling unit fronting a proposed 35-foot width private internal road that connects to Zeagler Drive. The application is in compliance with this standard.

d.- Internal lots and frontage: Within the boundaries of the planned unit development, no minimum lot size, minimum yards, or maximum height of structures shall be required.

Response: The applicant is proposing a Lot area of 1.02-acres, with 25-ft minimum front setback, 15-ft rear setback, and 10-ft minimum side setback. The maximum height for any structure is noted at 60-ft. The application is in compliance with this standard.

e.-Open space requirements: There shall be no minimum open space requirement for planned unit development; however, each planned unit development proposed within the City of Palatka must include provisions for open space, with particular reference to the preservation of natural features indigenous to the site. For purpose of this section, neither waters of the St. Johns River or land or waters bodies located off-site shall be included in determining open space.

Response: The site plan shows 0.40 acre "Pond and Park Parcel" located within in maintenance easement along the southern boundary of the site. This maintenance easement acts as a buffer between the development and the existing single family subdivision. The applicant notes the Detention

Pond/Recreation area shall also serve as Open Space and shall be maintained in Perpetuity by the Homeowners Association. The application is in compliance with this standard.

f.- Underground utilities: Within a planned unit development, all utilities, including telephone, television cable and electrical systems shall be installed underground, applicable only for new construction. Appurtenances to these systems which require aboveground installation must be effectively screened, and thereby may be excepted from this requirement. Primary facilities providing services to the site of the planned unit development may be excepted.

Response: The applicant notes all Lots shall have electrical power provided by the City of Palatka or other such electrical provider. It is anticipated that overhead lines from St. Johns Avenue and Zeagler Drive will be the connection for such electrical lines. There shall be no underground electric lines located in the proposed Access Road. Telephone and cable may be provided by other third-party providers which shall be accessed from St. Johns Ave or Zeagler Drive. Per §94-233(f), within a PUD, all utilities including telephone, television cable and electrical systems shall be installed underground. Appurtenances to these systems which require aboveground installation must be effectively screened, and thereby may be excepted from this requirement. Primary facilities providing service to the site of the PUD may be excepted. The application is not in compliance.

g.- Off-street parking requirements: Off-street parking requirement for uses within a planned unit development shall be as provided in Article V of the City of Palatka municipal code.

Response: The submitted site plan does not clearly depict parking spaces nor indicate the number of spaces provided. However, the applicant intends for each new townhome (unit) will be accommodated with two vehicular parking spaces, thus providing for the minimum of 136 spaces, as required in Section 94-262 of the Code. Further, staff believes there should be an additional condition stipulated regarding the accommodation of guest parking; staff recommends (1) one parking space per (5) five units. The application is not in compliance.

h.- Minimum living area for dwelling units: 500 square feet

Response: The applicant states that the proposed development will meet the minimum living area, and therefore will be in compliance with this requirement.

Unified Control

Section 94-234 of the Code requires that the entire development site be under the legal control of the applicant. It also requires that the legal counsel representing the applicant provide opinion stating that developer has the right to impose all covenants and conditions upon the land. All documents and evidence of unified control submitted must be examined by the city attorney who must certify that the documents meet the requirements of this section.

The proposed development consists of 68 townhomes at gross density of 16.07 units per acre, and will add 68 dwelling units to the City of Palatka. Using a projected persons per household of 2.28, this equates to a projected population of 155 persons.

PB 24-23 Staff Recommendation

1. Staff recommends the request to rezone from City of Palatka Single-Family Residential (R-1) to City of Palatka Multiple-Family Residential (R-3) with a Planned Unit Development (PUD) overlay, be **approved** for the above parcel with the following condition
 - All utilities must be located underground, per Section 94-233(f) of the City of Palatka municipal code.
 - All vehicular parking associated with the development comply with the City of Palatka, Article V, "Off-Street Parking and Loading" and an accommodation of (1) one (guest) vehicular parking space per (5) five units.

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL 32177

ORDINANCE NO. 25-01

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 SINGLE FAMILY RESIDENTIAL (R-1) TO CITY OF PALATKA MULTIPLE FAMILY RESIDENTIAL (R-3) FOR THE FOLLOWING PROPERTY AT THE INTERSECTION OF SAINT JOHNS AVENUE AND ZEAGLER DRIVE, PALATKA, FL 32177, PT OF NW1/4 OF NW1/4 OR493, P1163 PARCEL 10-10-26-0000-0200-0050, 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: Palmetto Palatka Land Trust, 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 January 7, 2025, and two public hearings before the City Commission of the City of Palatka on February 13, 2025, and March 13, 2025, and

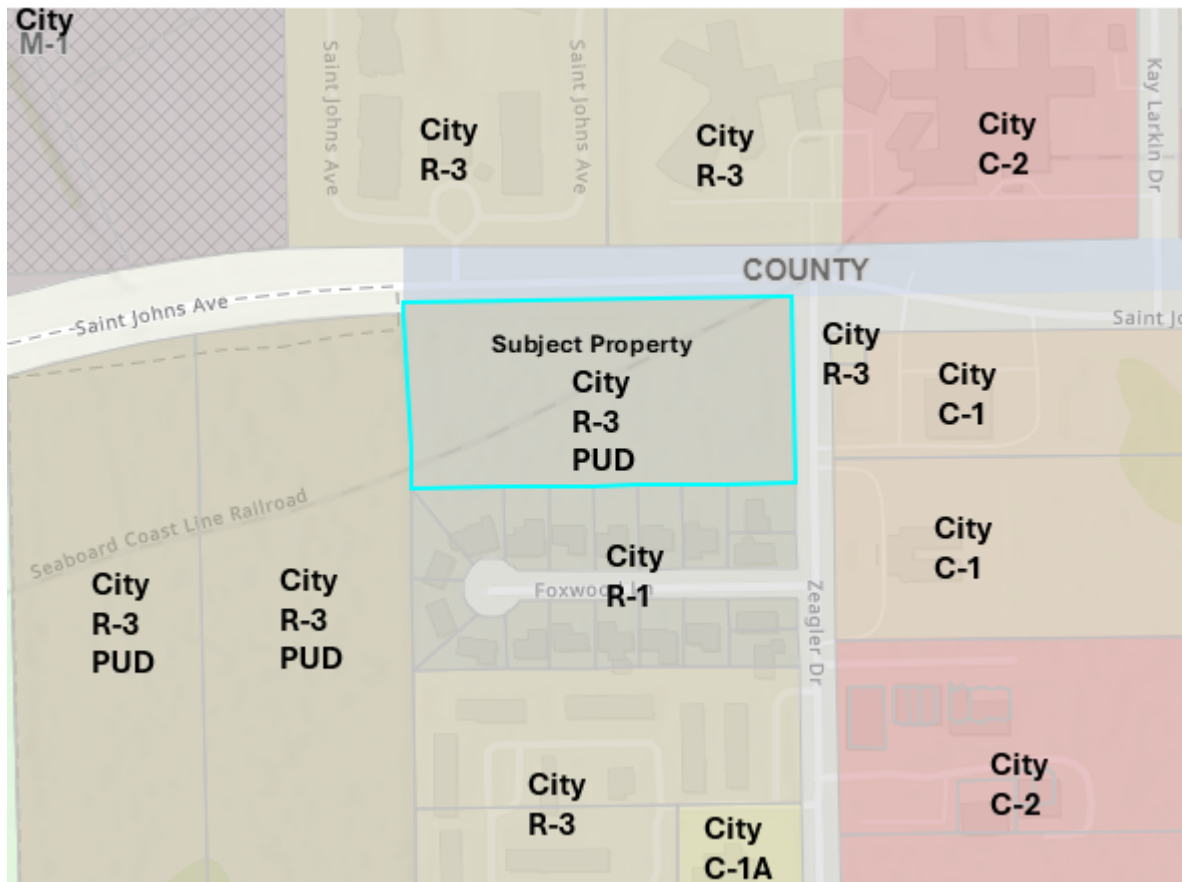
WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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 Single-Family Residential (R-1) to City of Palatka Multiple-Family Residential (R-3) classification.

DESCRIPTION OF PROPERTY:

**PT OF NW1/4 OF NW1/4 OR493, P1163, AT INTERSECTION OF SAINT JOHNS AVENUE AND ZEAGLER DRIVE
Putnam County Property Appraiser's Parcel No.: 10-10-26-0000-0200-0050**



Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 13th day of February 2025.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 13th day of March 2025.

CITY OF PALATKA

By: _____
Its MAYOR

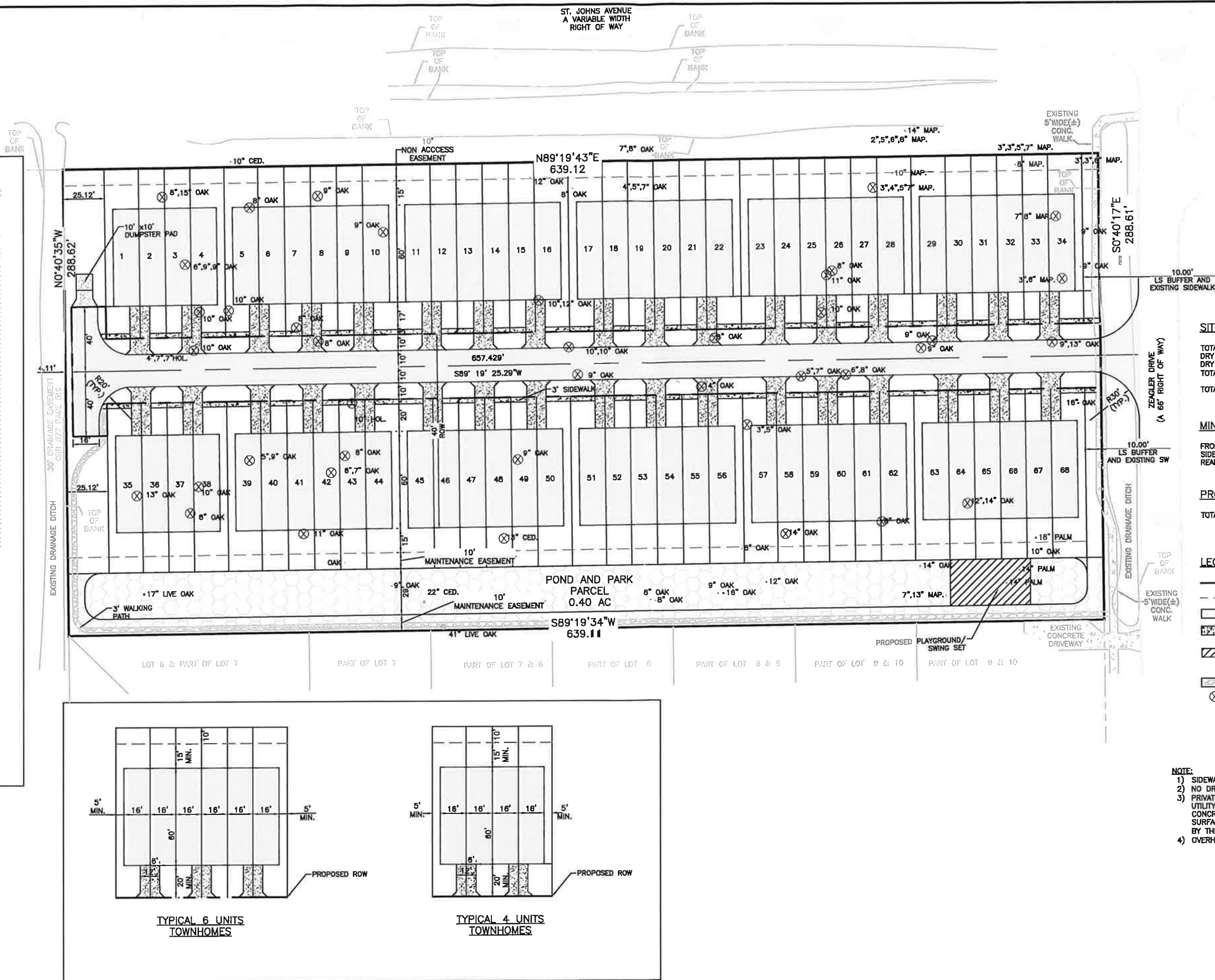
ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

DESCRIPTION	STATUS
8",15" OAK	REMOVE
8" OAK	REMOVE
9" OAK	REMOVE
9" OAK	REMOVE
5",9",9" OAK	REMOVE
10" OAK	REMOVE
10" OAK	REMOVE
8" OAK	REMOVE
10" OAK	REMOVE
4",7",7" HOLLY	REMOVE
13" OAK	REMOVE
10" OAK	REMOVE
8" OAK	REMOVE
5",9" OAK	REMOVE
11" OAK	REMOVE
8" OAK	REMOVE
6", 7" OAK	REMOVE
10" HOLLY	REMOVE
13" CEDAR	REMOVE
9" OAK	REMOVE
10",10" OAK	REMOVE
9" OAK	REMOVE
10",12" OAK	REMOVE
8" OAK	REMOVE
14" OAK	REMOVE
3",5" OAK	REMOVE
5",7" OAK	REMOVE
6",8" OAK	REMOVE
14" OAK	REMOVE
6" OAK	REMOVE
12",14" OAK	REMOVE
8" OAK	REMOVE
11" OAK	REMOVE
3",4",5",7" MAPLE	REMOVE
9" OAK	REMOVE
9" OAK	REMOVE
3",6" MAPLE	REMOVE
9",13" OAK	REMOVE
8" OAK	REMOVE
10" OAK	REMOVE
7",8" MAPLE	RETAIN
12" OAK	RETAIN
6" OAK	RETAIN
4",5",7" OAK	RETAIN
10" MAPLE	RETAIN
6" MAPLE	RETAIN
3",3",6" MAPLE	RETAIN
9" OAK	RETAIN
9" OAK	RETAIN
15" OAK	RETAIN
6" OAK	RETAIN
17" LIVE OAK	RETAIN
9" OAK	RETAIN
8" OAK	RETAIN
8" OAK	RETAIN
9" OAK	RETAIN
16" OAK	RETAIN
12" OAK	RETAIN
14" OAK	RETAIN
7",13" MAPLE	RETAIN
14" PALM	RETAIN
14" PALM	RETAIN
18" PALM	RETAIN
10" OAK	RETAIN
22" CEDAR	RETAIN



NOTE:

- 1) SIDEWALK ON ST. JOHNS BY OWNER
- 2) NO DRIVEWAY TO ST JOHNS;
- 3) PRIVATE INGRESS/EGRESS EASEMENT, UTILITY AND MAINTANCE TRACT SHALL BE CONCRETE OR ASPHALT OR OTHER HARD SURFACE AND MAINTAINED IN PERPETUITY BY THE HOA (TO BE CREATED)
- 4) OVERHEAD ELECTRIC IS PERMITTABLE

Engineering, LLC
P.O. BOX 32043
GREEN COVE SPRINGS, FL 32043
E.B. NUMBER: 26363

JOHN J. MAHONEY III
FLORIDA
REGISTRATION NUMBER:
40177

OPTION 1 PRELIMINARY PLAN

REVISIONS

LOT DATE:
PAID BY:
DESIGNED BY:
CHECKED BY:
SCALE:
DB NO.:

SHEET NO.
1

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: " Rezoning property at the intersection of Saint Johns Ave. and Zeagler from single family residential (R-1) to multi-family residential (R-3)." More specifically:

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 SINGLE FAMILY RESIDENTIAL (R-1) TO CITY OF PALATKA MULTIPLE FAMILY RESIDENTIAL (R-3) FOR THE FOLLOWING PROPERTY AT THE INTERSECTION OF SAINT JOHNS AVENUE AND ZEAGLER DRIVE, PALATKA, FL 32177, PT OF NW1/4 OF NW1/4 OR493, P1163 PARCEL 10-10-26-0000-0200-0050, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

¹ See Section 166.041(4)(c), Florida Statutes.

- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

**Ordinance 2025-2 Establishing the Cypress Landing Townhomes Planned Unit Development overlay.
Development Parcel No. 10-10-26-0000-0200-0050 (first reading)**

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request is for rezoning one parcel of approximately 4.23 acres at the intersection of Saint Johns Avenue and Zeagler Drive with a Planned Unit Development (PUD) overlay. The request is to change the existing zoning from Single-Family Residential (R-1) to Multi-Family Residential (R-3). The parcel is proposed to be developed for 68 townhomes.

BACKGROUND

The property is within the city limits of Palatka and currently vacant, semi-wooded with no existing structures. The proposed 68 townhouses will be connected to municipal water and sewer available nearby.

The area contains multi-family housing, 18 single family home cul de sac subdivision, a new multi-family residential Planned Unit Development (The Cottages at Saint Johns), along with medical facilities and uses.

On January 7, 2025, the Planning Board approved the rezoning and Planned Unit Development overlay with three conditions recommended by staff

PROJECT ANALYSIS

Please see staff report attached

Staff Recommendation

Staff recommends the request to rezone from City of Palatka Single-Family Residential (R-1) to City of Palatka Multiple-Family Residential (R-3) with a Planned Unit Development (PUD) overlay, be **approved** for the above parcel with the following conditions:

- All utilities must be located underground, per Section 94-233(f) of the City of Palatka municipal code.
- All vehicular parking associated with the development comply with the City of Palatka, Article V, "Off-Street Parking and Loading" and an accommodation of (1) one (guest) vehicular parking space per (5) five units.
- A traffic study or letter from a certified traffic engineer or other transportation professional be submitted to the city regarding vehicular ingress and egress of the

proposed development site.

ATTACHMENTS

1.	Staff Report (8)
2.	Ord 2025- Cypress PUD
3.	Business Impact Estimate - ORD 25-02

Case PB 24-23 – Request to Rezone 4.23 acres with a PUD Overlay at 10-10-26-0000-0200-0050

Address: Unassigned (Intersection of Saint Johns Avenue and Zeagler Drive)

Applicant: Palmetto Palatka Land Trust

Agent: Christine Towers

STAFF REPORT

DATE: January 7, 2025
TO: City Planning Board
FROM: Planning Director

APPLICATION REQUEST

Request is for rezoning one parcel of approximately 4.23 acres at the intersection of Saint Johns Avenue and Zeagler Drive with a Planned Unit Development (PUD) overlay. The request is to change the existing zoning from Single-Family Residential (R-1) to Multi-Family Residential (R-3). The parcel is proposed to be developed for 68 townhomes.

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 within the city limits of Palatka and currently vacant, semi-wooded with no existing structures. The proposed 68 townhouses will be connected to municipal water and sewer available nearby.

The area contains multi-family housing, 18 single family home cul de sac subdivision, a new multi-family residential Planned Unit Development (construction underway), along with medical facilities and uses. See Table 1.

	Actual Use	FLUM	ZONING
Property Existing	Vacant	City of Palatka Residential Low Density (RL)	City of Palatka Single family Residential (R-1)
North	Woodland Point Apartment Complex, and Palatka Center for Rehabilitation and Healing (across Saint Johns Ave)	City of Palatka Residential High Density (RH)	City of Palatka Commercial Intensive (C-2); Multi-family Residential (R-3)
South	Foxwood Lane Subdivision	City of Palatka Residential Low (RL)	City of Palatka Residential, Single Family (R-1)
East	Fresenius Kidney Care	City of Palatka Residential High (RH)	City of Palatka Multi-family Residential (R-3)

	Palatka, and Kiva-Palatka Assisted Living		
West	"The Cottage at Saint Johns"	City of Palatka Residential High (RH)	City of Palatka Multi-family Residential (R-3)

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

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 Single Family Residential (R-1) classification. The subject property is adjacent to City of Palatka Multiple-Family Residential (R-3) zoning to the west and east. Foxwood Lane, a single-family residential, cul-de sac subdivision is located south of the subject parcel. The surrounding properties are developed as residential and medical uses. The change to a multiple-family residential (R-3) 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 commercial and residential. The proposed zoning change will further the multiple-family character to the west (The Cottages) and to the north (Woodland Point Apartments) of the subject parcel.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The proposed zoning change will not be isolated; there are adjacent multiple-family residential dwelling units to the north and west of the subject property.
- d. *The population density pattern and possible increase or overtaking of the load on public facilities such as schools, utilities, streets, etc.*

Response: The subject parcel is proposed to be developed as townhouses. This has the potential to increase population by 2.28 persons per household, or a potential total of 155 persons. The City of Palatka water and wastewater treatment plants both have available capacity to serve these townhouses. There will be an impact on traffic in the local area. There may be an additional impact on school population. It is the expectation that stormwater will be managed pending submittal of a site plan.

- 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, north, and east on properties within the city limits. There is a mix of residential and commercial zoning categories in the area, as well as medical uses.

- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*

Response: More opportunities for housing will be created within the City of Palatka with a rezoning and development.

- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*

Response: Additional vehicular traffic will be created with the proposed 68-unit townhouse development on the parcel. Pending submittal of the site plan, stormwater will be managed on site. The homes will be connected to public water and sewer.

- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Response: Access to the proposed townhouses would be on Zeagler Drive. If approved, the 68-townhomes would have some impact on traffic. Staff would request the developer submit a traffic study as part of the approval for new multi-family residential development.

- i. *Whether the proposed change will create a drainage problem.*

Response: The annexation and the proposed development project are not anticipated to cause a drainage issue. The applicant must address stormwater runoff in the submittal of a site plan as noted in the me municipal code section "Buffering and Screening Requirements" §94-300(c)(4).

- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: The proposed future development resulting from the annexation will not seriously reduce light and air to the adjacent properties. The maximum structure height for R-3 is 65-feet.

- 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 north (across St Johns Ave). An 18-Single Family residential/cul-de sac subdivision is located on the adjacent property to the south. Constructing residential units on the subject parcel at the same density as the surrounding areas to the west and north 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: The proposed change is in accordance with standard Urban 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.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: The property is currently zoned single-family residential; per the city zoning ordinance, a multi-family zoning classification is needed to construct townhomes on this property.

The proposed zoning classification is consistent with the existing zoning of adjacent properties and is 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 comprised of multiple-family residential and medical orientated in nature. The multi-family residential use already exists or is permitted on adjacent surrounding properties. The proposed use would not be out of scale with the neighborhood or 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.

Planned Unit Development

The intent of the Planned Unit Development is to:

- (1) Encourage the development of large tracts of land as planned neighborhoods or communities.
- (2) Encourage flexible and creative concepts of site planning.
- (3) Preserve the natural amenities of the land by encouraging scenic and functional open areas within residential areas.
- (4) Accomplish a more desirable environment than would be possible through the strict application of minimum requirements of this chapter.
- (5) Provide for an efficient use of land resulting in smaller networks of utilities and streets and thereby lower development and housing costs.
- (6) Provide an environment of stable character compatible with surrounding residential areas.
- (7) Encourage a variety of housing types within the planned development in an orderly relation to one another and to existing land uses, with due regard to the comprehensive plan for the city.

Section 94-233 of the Zoning Code set forth the development standards which must be applied to any PUD application:

a.- Unity: A parcel which is proposed for a planned unit development shall be in single ownership or control.

Response: Palmetto Palatka Land Trust is the owner of the property. The application is in compliance with this standard.

b.- Maximum density: The maximum density of a planned unit development shall not exceed that allowed in the district within which the planned unit development is approved.

Response: The underlying zoning district designated is Multi-Family Residential (R-3) which allows a maximum density of 18 dwelling units per acre. Based on R-3 zoning classification, the maximum density for the property is 81.9 dwelling units. The proposed residential development consists of 68 dwelling units on 4.55 acres yielding a gross density of 14.95 units per acre which is below the maximum allowed. The application is in compliance with this standard.

c.- Access: Every dwelling unit or other permitted use in the planned unit development shall have access to a public street either directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access. Permitted uses are not required to front on a dedicated public road.

Response: The site plan submitted depicts each dwelling unit fronting a proposed 35-foot width private internal road that connects to Zeagler Drive. The application is in compliance with this standard.

d.- Internal lots and frontage: Within the boundaries of the planned unit development, no minimum lot size, minimum yards, or maximum height of structures shall be required.

Response: The applicant is proposing a Lot area of 1.02-acres, with 25-ft minimum front setback, 15-ft rear setback, and 10-ft minimum side setback. The maximum height for any structure is noted at 60-ft. The application is in compliance with this standard.

e.-Open space requirements: There shall be no minimum open space requirement for planned unit development; however, each planned unit development proposed within the City of Palatka must include provisions for open space, with particular reference to the preservation of natural features indigenous to the site. For purpose of this section, neither waters of the St. Johns River or land or waters bodies located off-site shall be included in determining open space.

Response: The site plan shows 0.40 acre "Pond and Park Parcel" located within in maintenance easement along the southern boundary of the site. This maintenance easement acts as a buffer between the development and the existing single family subdivision. The applicant notes the Detention

Pond/Recreation area shall also serve as Open Space and shall be maintained in Perpetuity by the Homeowners Association. The application is in compliance with this standard.

f.- Underground utilities: Within a planned unit development, all utilities, including telephone, television cable and electrical systems shall be installed underground, applicable only for new construction. Appurtenances to these systems which require aboveground installation must be effectively screened, and thereby may be excepted from this requirement. Primary facilities providing services to the site of the planned unit development may be excepted.

Response: The applicant notes all Lots shall have electrical power provided by the City of Palatka or other such electrical provider. It is anticipated that overhead lines from St. Johns Avenue and Zeagler Drive will be the connection for such electrical lines. There shall be no underground electric lines located in the proposed Access Road. Telephone and cable may be provided by other third-party providers which shall be accessed from St. Johns Ave or Zeagler Drive. Per §94-233(f), within a PUD, all utilities including telephone, television cable and electrical systems shall be installed underground. Appurtenances to these systems which require aboveground installation must be effectively screened, and thereby may be excepted from this requirement. Primary facilities providing service to the site of the PUD may be excepted. The application is not in compliance.

g.- Off-street parking requirements: Off-street parking requirement for uses within a planned unit development shall be as provided in Article V of the City of Palatka municipal code.

Response: The submitted site plan does not clearly depict parking spaces nor indicate the number of spaces provided. However, the applicant intends for each new townhome (unit) will be accommodated with two vehicular parking spaces, thus providing for the minimum of 136 spaces, as required in Section 94-262 of the Code. Further, staff believes there should be an additional condition stipulated regarding the accommodation of guest parking; staff recommends (1) one parking space per (5) five units. The application is not in compliance.

h.- Minimum living area for dwelling units: 500 square feet

Response: The applicant states that the proposed development will meet the minimum living area, and therefore will be in compliance with this requirement.

Unified Control

Section 94-234 of the Code requires that the entire development site be under the legal control of the applicant. It also requires that the legal counsel representing the applicant provide opinion stating that developer has the right to impose all covenants and conditions upon the land. All documents and evidence of unified control submitted must be examined by the city attorney who must certify that the documents meet the requirements of this section.

The proposed development consists of 68 townhomes at gross density of 16.07 units per acre, and will add 68 dwelling units to the City of Palatka. Using a projected persons per household of 2.28, this equates to a projected population of 155 persons.

PB 24-23 Staff Recommendation

1. Staff recommends the request to rezone from City of Palatka Single-Family Residential (R-1) to City of Palatka Multiple-Family Residential (R-3) with a Planned Unit Development (PUD) overlay, be **approved** for the above parcel with the following condition
 - All utilities must be located underground, per Section 94-233(f) of the City of Palatka municipal code.
 - All vehicular parking associated with the development comply with the City of Palatka, Article V, "Off-Street Parking and Loading" and an accommodation of (1) one (guest) vehicular parking space per (5) five units.

ORDINANCE 2025-02

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
ESTABLISHING THE PROVISIONS OF A PLANNED UNIT
DEVELOPMENT OVERLAY WITH RESPECT TO THE
FOLLOWING PARCELS OF LAND: 10-10-26-0000-0200-0050
LOCATED AT THE INTERSECTION OF SAINT JOHNS AVENUE
AND ZEAGLER DRIVE, PALATKA, FLORIDA 32177;
PROVIDING FOR SCRIVENERS ERRORS; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, application has been made to the City of Palatka Planning Department on behalf of the following owner of a property located at the intersection of St. Johns Avenue and Zeagler Drive (City of Palatka) for approval of a Planned Unit Development in 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 January 7, 2025, and two public hearings before the City Commission of the City of Palatka on February 13, 2025 and March 13, 2025; and

WHEREAS, the City Commission of the City of Palatka has determined that said Planned Unit Development should be approved.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1: The Cypress Landing Townhomes Planned Unit Development is hereby approved the hereinafter described properties:

Parcel No.10-10-26-0000-0200-0050;

DESCRIPTION OF PROPERTY:

PT OF NW1/4 OF NW1/4 OR493, P1163

Section 2: The owner and successor(s) development plans must generally comply with the site plan (Exhibit 1) and with the conditions of approval set forth in Exhibit 2.

Section 3: Unified control. The common area of the property shall be under the legal control of the owner and successor(s) whether that entity be an individual, partnership or corporation, or group of individuals, partnerships or corporations. The owner and successor(s) on an ongoing basis shall present firm evidence of unified control of the common area within the planned unit development, together with a certificate of apparent ownership of the common area and its encumbrance.

Section 4: Agreement binding upon owner and successors. The owner and his successors shall be bound in title to any commitments of this ordinance. The owner or successor(s) shall on an annual basis between November 1 and December 31 provide a written certification that they will continue to meet all rules, standards, and site plan requirements of this ordinance. Repeated and documented failure to meet the intent of the ordinance shall trigger review by the Planning Board, which may, with cause revoke the PUD approval, making the use nonconforming. If the owners sell individual buildings or units, the purchasers shall be bound by the agreement(s) by and between the original developer and the city of Palatka Florida

Section 5: Certificate of Occupancy. A final certificate of occupancy shall not be granted until all required improvements of the site plan are completed and inspected for compliance by the City or its agent.

Section 6: Concurrency. All Municipal Code shall be met before a building permit is issued concurrency requirements of the including wastewater lift station

Section 7: 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 8: Scrivener's Errors. The City Manager or designee, without public hearing, is

authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 9: Effective Date. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 13th day of February, 2025.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 13th day of March, 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

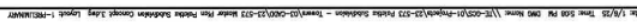


EXHIBIT 2

The City Commission approval is subject to the following conditions:

- 1.- The site plan submitted shall be amended to depict the location of any, and all underground utilities systems appurtenances that will be overground, and how these will be properly screened.
- 2.- The site plan submitted shall be amended to depict the location of overflow, guest vehicular parking for the development.
- 3.- The applicant must submit a legal opinion, by the attorney representing the applicant, as to the right of the applicant to establish covenants and restrictions on the land.
- 4.- The applicant shall submit a letter from a transportation engineer or certified professional regarding the traffic patterns associated with the development.

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: "Establishing the Cypress Landing Townhomes Planned Unit Development overlay. Development)." More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ESTABLISHING THE PROVISIONS OF A PLANNED UNIT DEVELOPMENT OVERLAY WITH RESPECT TO THE FOLLOWING PARCELS OF LAND: 10-10-26-0000-0200-0050 LOCATED AT THE INTERSECTION OF SAINT JOHNS AVENUE AND ZEAGLER DRIVE, PALATKA, FLORIDA 32177; PROVIDING FOR SCRIVENERS ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state 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 Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

Ordinance 2025-3 Annexation of property located on 1604 Husson Ave. into the corporate limits of the City of Palatka, Florida.
Parcel No. 13-10-26-2550-0010-0100. (First reading)

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request is to annex one parcel, approximately 0.19 acres +/-, for the purpose of connecting to city water and sewerage systems; amend the Future Land Use Map (FLUM) from Putnam County Urban Reserve (UR) to City of Palatka Residential Low density (RL); and rezone from Putnam County Single-Family Residential (R-1A) to City of Palatka Single-Family Residential (R-1A). Public notice included legal advertisement in the Palatka Daily News, notice signs posted on property, and mailed notices to property owners within 150 feet of the subject property. There is an existing single family dwelling located on the property. Per the City of Palatka zoning ordinance §94-142(b), single family dwellings are a permitted use in the Single-Family Residential (R-1A) district.

BACKGROUND

The application is for a 0.19 acre +/- parcel located on the west side of Husson Avenue, approximately 500-ft south of the Husson Avenue, Silver Lake Drive, and Campbell Street intersection. Parcel 13-10-26- 2550-0010-0100 is bordered by the city limits (residential properties) to the east, and residential parcels in unincorporated Putnam County directly to the north, west, and south. The applicant requests connection to the city's water and sewerage facilities.

On January 7, 2025, the Planning Board recommended approval of the annexation, the amendment to the Future Land Use Map, and the rezoning.

PROJECT ANALYSIS

Please see staff report attached

Staff Recommendation

- Staff recommends approval of the annexation of 1604 Husson Avenue (Parcel 13-10-26-2550-0010-0100) for the purpose of connection to City of Palatka water and sewerage services
- Staff recommends amending the district boundary FLUM designation from Putnam County, Urban Reserve (UR), to City of Palatka Residential Low (RL)

- Staff recommends amending the district boundary for the zoning map from Putnam County Singlefamily Residential (R-1A), to City of Palatka Single-family residential (R- 1A)

ATTACHMENTS

1.	Staff Report Annex
2.	Ord 2025- annexation of property 1604husson
3.	Business Impact Estimate - ORD 25-03

Case PB 24-28 Annexation, Amendment to FLUM and Rezoning
Address: 1604 Husson Avenue, Approx. 0.19 acres +/-
Parcel No.: 13-10-26-2550-0010-0100
Applicant: Charles Barnes and John Jenkins IV

STAFF REPORT

DATE: January 7, 2025
TO: City of Palatka Planning Board
FROM: Planning Director

APPLICATION REQUEST

Request is to annex one parcel, approximately 0.19 acres +/-, for the purpose of connecting to city water and sewerage systems; amend the Future Land Use Map (FLUM) from Putnam County Urban Reserve (UR) to City of Palatka Residential Low density (RL); and rezone from Putnam County Single-Family Residential (R-1A) to City of Palatka Single-Family Residential (R-1A).

Public notice included legal advertisement in the *Palatka Daily News*, notice signs posted on property, and mailed notices to property owners within 150 feet of the subject property.

There is an existing single family dwelling located on the property. Per the City of Palatka zoning ordinance §94-142(b), single family dwellings are a permitted use in the Single-Family Residential (R-1A) district.

Background

The application is for a 0.19 acre +/- parcel located on the west side of Husson Avenue, approximately 500-ft south of the Husson Avenue, Silver Lake Drive, and Campbell Street intersection. Parcel 13-10-26-2550-0010-0100 is bordered by the city limits (residential properties) to the east, and residential parcels in unincorporated Putnam County directly to the north, west, and south. The applicant requests connection to the city's water and sewerage facilities.

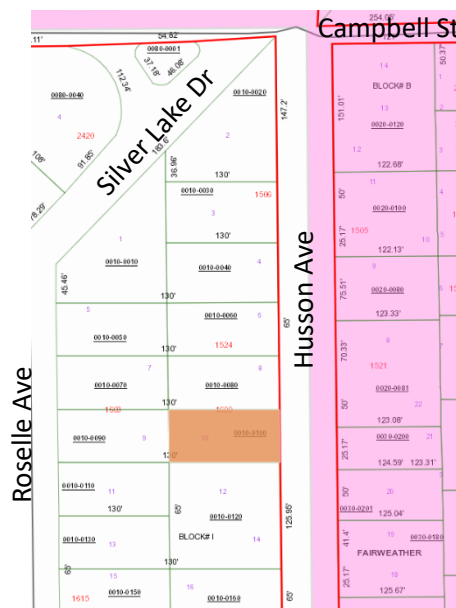


Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	Single Family Residence	Putnam County, Urban Reserve (UR)	Putnam County, Single Family Residential, (R-1A)
Property Proposed	Single Family Residence	City of Palatka, Residential Low (RL)	City of Palatka, Single Family Residential (R-1A)
North	Single Family Residence	Putnam County, Urban Reserve (UR)	Putnam County, Single Family Residential (R-1A)
South	Single Family Residence	Putnam County Urban Reserve (UR)	Putnam County, Single Family Residential (R-1A)
East	Single Family Residence	City of Palatka, Residential Low (RL)	City of Palatka Single Family Residential (R-1A)
West	Single Family Residence	Putnam County Urban Reserve (UR)	Putnam County, Single Family Residential (R-1A)

PROJECT ANALYSIS

Annexation Analysis

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be “reasonably compact.”

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality’s boundary.

Compactness: The statute provides a definition for 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.

Annexation of this property meets the standard of compactness because it does not create an enclave or pocket. The proposed annexation borders the city limits to the east and is contiguous to existing municipal boundary.

Connection to Water and Sewer: **Water and sewerage infrastructure is available to the site. The applicant desires connection to city water and sewerage systems. Both systems are adequate to handle the annexation of the site.**

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for areas outside of 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.

Future Land Use Change Analysis



Figure 2: Current Future Land Use Map (FLUM)



Figure 3: Proposed Future Land Use Map (FLUM)

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.

Staff is not aware of any soil or topography conditions that would present major problems for this property in accordance with all applicable land development regulations. Staff is not aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.
The applicant proposes to continue the use as a single-family residence.

The adopted 2008 Comprehensive Plan does not determine minimum amounts of land needed for commercial or industrial land uses. However, data and analysis for the Future Land Use element does note that commercial land uses comprised 25% of the total land area of the city at that time. Industrial land uses comprised 5.3% of the total land area at that time. As the city and surrounding areas have grown, there has been increased demand for these land uses.

Demonstrate that 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.

The annexation of this parcel would not contribute to urban sprawl and is within an already-established residential area. The parcel is located on the west side of Husson Avenue and borders the city limits to the east at this location.



Figure 4: Current Zoning Map



Figure 5: Proposed Zoning Map

Zoning Analysis

Section 94-38 (f) (1) requires that the report and recommendations of the Planning Board to the City Commission 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. The proposed annexation is in conformity with the Comprehensive Plan.*
- b. *The existing land use pattern. The proposed annexation is consistent with the land use pattern.*

- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts. The proposed annexation would not create an isolated district; the parcel is adjacent to the city limits to the east.*
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc. The proposed annexation would add a single-family dwelling unit to the city housing stock. The additional residence is not expected to overtax public facilities or produce an undue strain on the school system. However, it will tap into city water and sewerage services, which have sufficient capacity for this annexation at this time.*
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change. The existing boundary is not illogical; this proposed annexation would be contiguous, as city limits border the parcel in question directly to the east.*
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary. The applicant requests municipal water and sewer services for the property, therefore an annexation is required.*
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood. The proposed annexation will not bring more vehicular traffic to the area; all current conditions would remain unchanged.*
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety. The proposed annexation would not excessively increase traffic congestion or otherwise affect public safety.*
- i. *Whether the proposed change will create a drainage problem. The rezoning will not cause drainage problems; all current conditions would remain unchanged.*
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas. The proposed rezoning will not reduce light and air to adjacent properties; there is an existing single family home on the property.*
- k. *Whether the proposed change will adversely affect property values in the adjacent areas. The proposed annexation will not adversely affect nearby property values; there is an existing house on the property in an established residential area.*
- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations. The proposed rezoning will not be a deterrent for improvement of adjacent property.*
- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare. The proposed annexation and zoning change will not constitute a grant of special privilege.*
- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning. The parcel must be annexed into the city limits for water and sewerage service, and it requires assignment of a residential zoning compatible with the surrounding area.*

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city. **The proposed annexation and rezoning is not out of scale. The subject property will remain single-family residential and the parcel is surrounded by residential properties.***
- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use. **The residential land use is already existing with a single family home. The rezoning is to assign a City of Palatka zoning district to the annexed parcel in order to connect to city 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. **Not in historic district.***

Staff Recommendation

- Staff recommends approval of the annexation of 1604 Husson Avenue (Parcel 13-10-26-2550-0010-0100) for the purpose of connection to City of Palatka water and sewerage services
- Staff recommends amending the district boundary FLUM designation from Putnam County, Urban Reserve (UR), to City of Palatka Residential Low (RL)
- Staff recommends amending the district boundary for the zoning map from Putnam County Single-family Residential (R-1A), to City of Palatka Single-family residential (R-1A)

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL., 32177

ORDINANCE NO. 2025-03

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 13-10-26-2550-0010-0100, LOCATED AT 1604 HUSSON AVENUE, PALATKA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA, 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: iHeart Capital LLC, 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 January 7, 2025, and recommended approval of this annexation to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted public hearings on February 13, 2025, and March 13, 2025, and

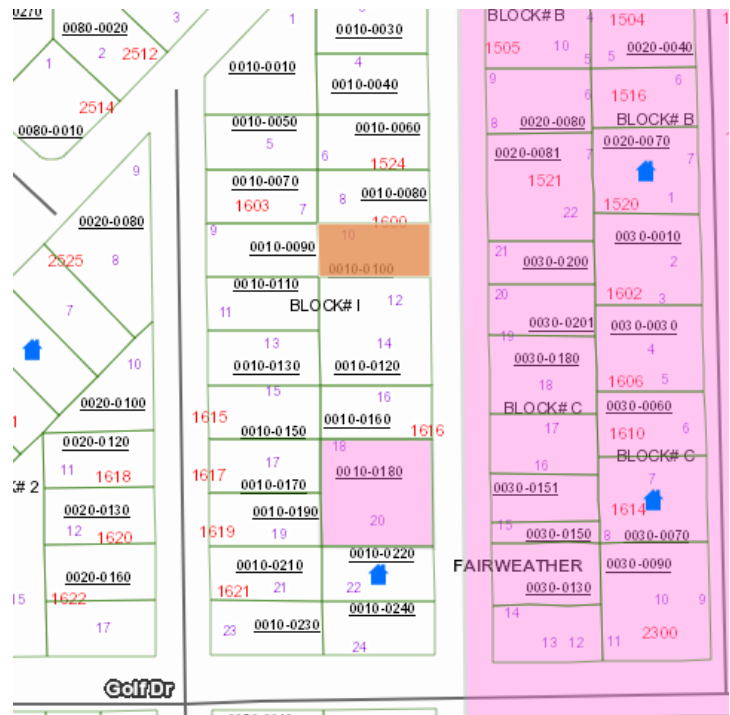
WHEREAS, the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka;

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 5 POINTS S/D MB4 P2 BLK 1, LOT 10 BK218 P581

Putnam County Property Appraiser's Parcel No.: 13-10-26-2550-0010-0100



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 13th day of February 2025.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 13th day of March 2025.

CITY OF PALATKA

BY2_____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

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: "Annexation of property located on 1604 Husson Ave. into the corporate limits of the City of Palatka, Florida."

More specifically:

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 13-10-26-2550-0010-0100, LOCATED AT 1604 HUSSON AVENUE, PALATKA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA, PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

Ordinance 25-4 Amendment of the Future Land Use Map of the Adopted Comprehensive Plan in regard to property located at 1604 Husson Ave. Palatka, Florida, from Putnam County Urban Reserve (UR) to City of Palatka Residential Low (RL) Parcel No. 13-10-26-2550-0010-0100 (First Reading)

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request is to annex one parcel, approximately 0.19 acres +/-, for the purpose of connecting to city water

and sewerage systems; amend the Future Land Use Map (FLUM) from Putnam County Urban Reserve

(UR) to City of Palatka Residential Low density (RL); and rezone from Putnam County Single-Family

Residential (R-1A) to City of Palatka Single-Family Residential (R-1A).

Public notice included legal advertisement in the Palatka Daily News, notice signs posted on property, and

mailed notices to property owners within 150 feet of the subject property.

There is an existing single family dwelling located on the property. Per the City of Palatka zoning ordinance §94-142(b), single family dwellings are a permitted use in the Single-Family

Residential (R-1A)

district.

BACKGROUND

The application is for a 0.19 acre +/- parcel located on the west side of Husson Avenue, approximately 500-ft south of the Husson Avenue, Silver Lake Drive, and Campbell Street intersection. Parcel 13-10-26- 2550-0010-0100 is bordered by the city limits (residential properties) to the east, and residential parcels in unincorporated Putnam County directly to the north, west, and south. The applicant requests connection to the city's water and sewerage facilities.

On January 7, 2025, the Planning Board recommended approval of the annexation, the amendment to the Future Land Use Map, and the rezoning.

PROJECT ANALYSIS

Please see staff report attached

Staff Recommendation

- Staff recommends approval of the annexation of 1604 Husson Avenue (Parcel 13-10-26-2550-0010-0100) for the purpose of connection to City of Palatka water and sewerage services
- Staff recommends amending the district boundary FLUM designation from Putnam County, Urban Reserve (UR), to City of Palatka Residential Low (RL)
- Staff recommends amending the district boundary for the zoning map from Putnam County Singlefamily Residential (R-1A), to City of Palatka Single-family residential (R- 1A)

ATTACHMENTS

1.	Staff Report Annex
2.	Ord 25- FLUM PB 24-28 1604husson
3.	Business Impact Estimate - ORD 25-04

Case PB 24-28 Annexation, Amendment to FLUM and Rezoning
Address: 1604 Husson Avenue, Approx. 0.19 acres +/-
Parcel No.: 13-10-26-2550-0010-0100
Applicant: Charles Barnes and John Jenkins IV

STAFF REPORT

DATE: January 7, 2025
TO: City of Palatka Planning Board
FROM: Planning Director

APPLICATION REQUEST

Request is to annex one parcel, approximately 0.19 acres +/-, for the purpose of connecting to city water and sewerage systems; amend the Future Land Use Map (FLUM) from Putnam County Urban Reserve (UR) to City of Palatka Residential Low density (RL); and rezone from Putnam County Single-Family Residential (R-1A) to City of Palatka Single-Family Residential (R-1A).

Public notice included legal advertisement in the *Palatka Daily News*, notice signs posted on property, and mailed notices to property owners within 150 feet of the subject property.

There is an existing single family dwelling located on the property. Per the City of Palatka zoning ordinance §94-142(b), single family dwellings are a permitted use in the Single-Family Residential (R-1A) district.

Background

The application is for a 0.19 acre +/- parcel located on the west side of Husson Avenue, approximately 500-ft south of the Husson Avenue, Silver Lake Drive, and Campbell Street intersection. Parcel 13-10-26-2550-0010-0100 is bordered by the city limits (residential properties) to the east, and residential parcels in unincorporated Putnam County directly to the north, west, and south. The applicant requests connection to the city's water and sewerage facilities.

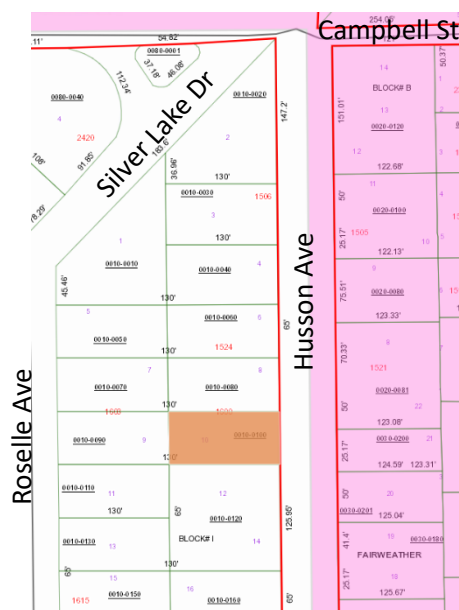


Figure 1: Subject site shown in orange

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	Single Family Residence	Putnam County, Urban Reserve (UR)	Putnam County, Single Family Residential, (R-1A)
Property Proposed	Single Family Residence	City of Palatka, Residential Low (RL)	City of Palatka, Single Family Residential (R-1A)
North	Single Family Residence	Putnam County, Urban Reserve (UR)	Putnam County, Single Family Residential (R-1A)
South	Single Family Residence	Putnam County, Urban Reserve (UR)	Putnam County, Single Family Residential (R-1A)
East	Single Family Residence	City of Palatka, Residential Low (RL)	City of Palatka, Single Family Residential (R-1A)
West	Single Family Residence	Putnam County, Urban Reserve (UR)	Putnam County, Single Family Residential (R-1A)

PROJECT ANALYSIS

Annexation Analysis

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be “reasonably compact.”

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality’s boundary.

Compactness: The statute provides a definition for 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.

Annexation of this property meets the standard of compactness because it does not create an enclave or pocket. The proposed annexation borders the city limits to the east and is contiguous to existing municipal boundary.

Connection to Water and Sewer: **Water and sewerage infrastructure is available to the site. The applicant desires connection to city water and sewerage systems. Both systems are adequate to handle the annexation of the site.**

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for areas outside of 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.

Future Land Use Change Analysis



Figure 2: Current Future Land Use Map (FLUM)



Figure 3: Proposed Future Land Use Map (FLUM)

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.

Staff is not aware of any soil or topography conditions that would present major problems for this property in accordance with all applicable land development regulations. Staff is not aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.
The applicant proposes to continue the use as a single-family residence.

The adopted 2008 Comprehensive Plan does not determine minimum amounts of land needed for commercial or industrial land uses. However, data and analysis for the Future Land Use element does note that commercial land uses comprised 25% of the total land area of the city at that time. Industrial land uses comprised 5.3% of the total land area at that time. As the city and surrounding areas have grown, there has been increased demand for these land uses.

Demonstrate that 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.

The annexation of this parcel would not contribute to urban sprawl and is within an already-established residential area. The parcel is located on the west side of Husson Avenue and borders the city limits to the east at this location.



Figure 4: Current Zoning Map



Figure 5: Proposed Zoning Map

Zoning Analysis

Section 94-38 (f) (1) requires that the report and recommendations of the Planning Board to the City Commission 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:

- Whether the proposed change is in conformity with the Comprehensive Plan. The proposed annexation is in conformity with the Comprehensive Plan.*
- The existing land use pattern. The proposed annexation is consistent with the land use pattern.*

- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.* **The proposed annexation would not create an isolated district; the parcel is adjacent to the city limits to the east.**
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.* **The proposed annexation would add a single-family dwelling unit to the city housing stock. The additional residence is not expected to overtax public facilities or produce an undue strain on the school system. However, it will tap into city water and sewerage services, which have sufficient capacity for this annexation at this time.**
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.* **The existing boundary is not illogical; this proposed annexation would be contiguous, as city limits border the parcel in question directly to the east.**
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.* **The applicant requests municipal water and sewer services for the property, therefore an annexation is required.**
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.* **The proposed annexation will not bring more vehicular traffic to the area; all current conditions would remain unchanged.**
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.* **The proposed annexation would not excessively increase traffic congestion or otherwise affect public safety.**
- i. *Whether the proposed change will create a drainage problem.* **The rezoning will not cause drainage problems; all current conditions would remain unchanged.**
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.* **The proposed rezoning will not reduce light and air to adjacent properties; there is an existing single family home on the property.**
- k. *Whether the proposed change will adversely affect property values in the adjacent areas.* **The proposed annexation will not adversely affect nearby property values; there is an existing house on the property in an established residential area.**
- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.* **The proposed rezoning will not be a deterrent for improvement of adjacent property.**
- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.* **The proposed annexation and zoning change will not constitute a grant of special privilege.**
- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.* **The parcel must be annexed into the city limits for water and sewerage service, and it requires assignment of a residential zoning compatible with the surrounding area.**

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city. **The proposed annexation and rezoning is not out of scale. The subject property will remain single-family residential and the parcel is surrounded by residential properties.***
- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use. **The residential land use is already existing with a single family home. The rezoning is to assign a City of Palatka zoning district to the annexed parcel in order to connect to city 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. **Not in historic district.***

Staff Recommendation

- Staff recommends approval of the annexation of 1604 Husson Avenue (Parcel 13-10-26-2550-0010-0100) for the purpose of connection to City of Palatka water and sewerage services
- Staff recommends amending the district boundary FLUM designation from Putnam County, Urban Reserve (UR), to City of Palatka Residential Low (RL)
- Staff recommends amending the district boundary for the zoning map from Putnam County Single-family Residential (R-1A), to City of Palatka Single-family residential (R-1A)

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL 32177

ORDINANCE NO. 25-04

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 PUTNAM COUNTY URBAN RESERVE (UR) TO CITY OF PALATKA RESIDENTIAL LOW (RL) FOR THE FOLLOWING PROPERTY: 1604 HUSSON AVENUE, PALATKA, FLORIDA 32177, 5 POINTS S/D MB4 P2 BLK1, LOT 10 BK218 P581, PARCEL 13-10-26-2550-0010-0100, 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: iHeart Capital 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 January 7, 2025 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 February 13, 2025, and

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1. Adopted Small Scale Amendment

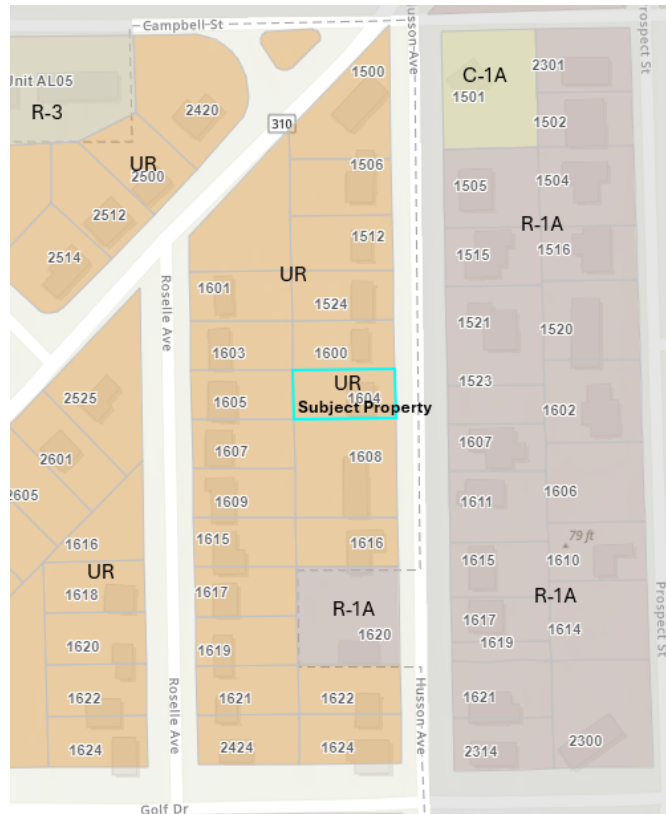
That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1
ADOPTED SMALL SCALE AMENDMENT**

<u>Parcel Number</u>	<u>Acreage</u>	<u>Current Future Land Use</u>	<u>Amended Future Land Use</u>
13-10-26-2550-0010-0100	0.19	Putnam County Urban Reserve (UR)	City of Palatka Residential Low (RL)

DESCRIPTION OF PROPERTY:

5 POINTS S/D MB4 P2 BLK1, LOT 10 BK218 P581, PARCEL 13-10-26-2550-0010-0100, 1604 HUSSON AVENUE



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.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 13th day of February 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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: "Amendment of the Future Land Use Map of the Adopted Comprehensive Plan in regard to property located at 1604 Husson Ave. Palatka, Florida, from Putnam County Urban Reserve (UR) to City of Palatka Residential Low (RL)." More specifically:

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 PUTNAM COUNTY URBAN RESERVE (UR) TO CITY OF PALATKA RESIDENTIAL LOW (RL) FOR THE FOLLOWING PROPERTY: 1604 HUSSON AVENUE, PALATKA, FLORIDA 32177, 5 POINTS S/D MB4 P2 BLK1, LOT 10 BK218 P581, PARCEL 13-10-26-2550-0010-0100, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
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 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

¹ See Section 166.041(4)(c), Florida Statutes.

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1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

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(a) An estimate of direct compliance costs that businesses may reasonably incur;
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It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

Ordinance 25-5 Rezoning property located at 1604 Husson Ave. Palatka, Florida from Putnam County Single Family Residential (R-1A) to City of Palatka Single Family Residential (R-1A). Parcel No. 13-10-26-2550-0010-0100. (First Reading)

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request is to annex one parcel, approximately 0.19 acres +/-, for the purpose of connecting to city water and sewerage systems; amend the Future Land Use Map (FLUM) from Putnam County Urban Reserve (UR) to City of Palatka Residential Low density (RL); and rezone from Putnam County Single-Family Residential (R-1A) to City of Palatka Single-Family Residential (R-1A). Public notice included legal advertisement in the Palatka Daily News, notice signs posted on property, and mailed notices to property owners within 150 feet of the subject property. There is an existing single family dwelling located on the property. Per the City of Palatka zoning ordinance §94-142(b), single family dwellings are a permitted use in the Single-Family Residential (R-1A) district.

BACKGROUND

The application is for a 0.19 acre +/- parcel located on the west side of Husson Avenue, approximately 500-ft south of the Husson Avenue, Siver Lake Drive, and Campbell Street intersection. Parcel 13-10-26- 2550-0010-0100 is bordered by the city limits (residential properties) to the east, and residential parcels in unincorporated Putnam County directly to the north, west, and south. The applicant requests connection to the city's water and sewerage facilities.

On January 7, 2025, the Planning Board approved the annexation, the amendment to the Future Land Use Map, and the rezoning

PROJECT ANALYSIS

Please see staff report attached

Staff Recommendation

- Staff recommends approval of the annexation of 1604 Husson Avenue (Parcel 13-10-26-2550-0010-0100) for the purpose of connection to City of Palatka water and sewerage services

- Staff recommends amending the district boundary FLUM designation from Putnam County, Urban Reserve (UR), to City of Palatka Residential Low (RL)
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ATTACHMENTS

1.	PB 24-28_Staff_Report- Annex 1604 Husson Ave_REV
2.	Ord 25- reZoning PB 24-28 1604 Husson Ave
3.	Business Impact Estimate - ORD 25-05

Case PB 24-28 Annexation, Amendment to FLUM and Rezoning
Address: 1604 Husson Avenue, Approx. 0.19 acres +/-
Parcel No.: 13-10-26-2550-0010-0100
Applicant: Charles Barnes and John Jenkins IV

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TO: City of Palatka Planning Board
FROM: Planning Director

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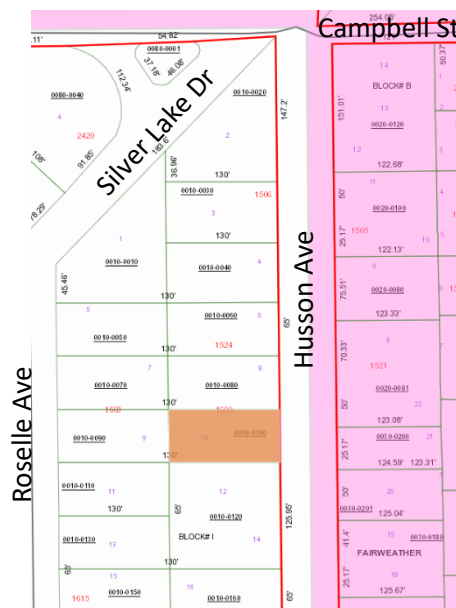


Figure 1: Subject site shown in orange

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

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PROJECT ANALYSIS

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Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality’s boundary.

Compactness: The statute provides a definition for 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.

Annexation of this property meets the standard of compactness because it does not create an enclave or pocket. The proposed annexation borders the city limits to the east and is contiguous to existing municipal boundary.

Connection to Water and Sewer: **Water and sewerage infrastructure is available to the site. The applicant desires connection to city water and sewerage systems. Both systems are adequate to handle the annexation of the site.**

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for areas outside of 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.

Future Land Use Change Analysis



Figure 2: Current Future Land Use Map (FLUM)



Figure 3: Proposed Future Land Use Map (FLUM)

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.

Staff is not aware of any soil or topography conditions that would present major problems for this property in accordance with all applicable land development regulations. Staff is not aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.
The applicant proposes to continue the use as a single-family residence.

The adopted 2008 Comprehensive Plan does not determine minimum amounts of land needed for commercial or industrial land uses. However, data and analysis for the Future Land Use element does note that commercial land uses comprised 25% of the total land area of the city at that time. Industrial land uses comprised 5.3% of the total land area at that time. As the city and surrounding areas have grown, there has been increased demand for these land uses.

Demonstrate that 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.

The annexation of this parcel would not contribute to urban sprawl and is within an already-established residential area. The parcel is located on the west side of Husson Avenue and borders the city limits to the east at this location.



Figure 4: Current Zoning Map



Figure 5: Proposed Zoning Map

Zoning Analysis

Section 94-38 (f) (1) requires that the report and recommendations of the Planning Board to the City Commission 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. The proposed annexation is in conformity with the Comprehensive Plan.*
- b. *The existing land use pattern. The proposed annexation is consistent with the land use pattern.*

- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts. The proposed annexation would not create an isolated district; the parcel is adjacent to the city limits to the east.*
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc. The proposed annexation would add a single-family dwelling unit to the city housing stock. The additional residence is not expected to overtax public facilities or produce an undue strain on the school system. However, it will tap into city water and sewerage services, which have sufficient capacity for this annexation at this time.*
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change. The existing boundary is not illogical; this proposed annexation would be contiguous, as city limits border the parcel in question directly to the east.*
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary. The applicant requests municipal water and sewer services for the property, therefore an annexation is required.*
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood. The proposed annexation will not bring more vehicular traffic to the area; all current conditions would remain unchanged.*
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety. The proposed annexation would not excessively increase traffic congestion or otherwise affect public safety.*
- i. *Whether the proposed change will create a drainage problem. The rezoning will not cause drainage problems; all current conditions would remain unchanged.*
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas. The proposed rezoning will not reduce light and air to adjacent properties; there is an existing single family home on the property.*
- k. *Whether the proposed change will adversely affect property values in the adjacent areas. The proposed annexation will not adversely affect nearby property values; there is an existing house on the property in an established residential area.*
- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations. The proposed rezoning will not be a deterrent for improvement of adjacent property.*
- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare. The proposed annexation and zoning change will not constitute a grant of special privilege.*
- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning. The parcel must be annexed into the city limits for water and sewerage service, and it requires assignment of a residential zoning compatible with the surrounding area.*

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city. **The proposed annexation and rezoning is not out of scale. The subject property will remain single-family residential and the parcel is surrounded by residential properties.***
- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use. **The residential land use is already existing with a single family home. The rezoning is to assign a City of Palatka zoning district to the annexed parcel in order to connect to city 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. **Not in historic district.***

Staff Recommendation

- Staff recommends approval of the annexation of 1604 Husson Avenue (Parcel 13-10-26-2550-0010-0100) for the purpose of connection to City of Palatka water and sewerage services
- Staff recommends amending the district boundary FLUM designation from Putnam County, Urban Reserve (UR), to City of Palatka Residential Low (RL)
- Staff recommends amending the district boundary for the zoning map from Putnam County Single-family Residential (R-1A), to City of Palatka Single-family residential (R-1A)

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL 32177

ORDINANCE NO. 25-05

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 SINGLE FAMILY RESIDENTIAL (R-1A) TO CITY OF PALATKA SINGLE FAMILY RESIDENTIAL (R-1A) FOR THE FOLLOWING PROPERTY: 1604 HUSSON AVENUE, PALATKA, FL 32177, 5 POINTS S/D MB4 P2 BLK 1, LOT 10 BK218 P581 PARCEL 13-10-26-2550-0010-0100, 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: iHeart Capital 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 January 7, 2025, and two public hearings before the City Commission of the City of Palatka on February 13, 2025, and March 13, 2025, and

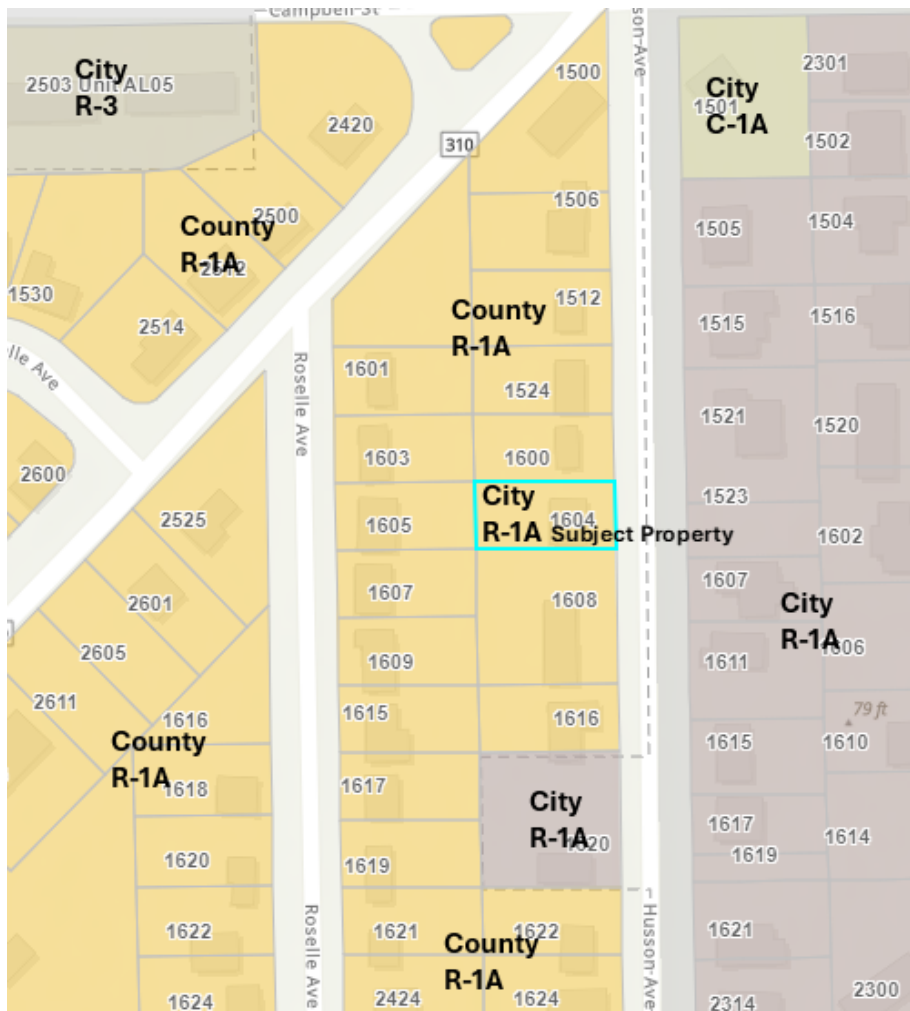
WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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 Putnam County Single-Family Residential (R-1A) to City of Palatka Single-Family Residential (R-1A) classification.

DESCRIPTION OF PROPERTY:

**5 POINTS S/D MB4 P2 BLK 1, LOT 10 BK218 P581, 1604 HUSSON AVENUE
Putnam County Property Appraiser's Parcel No.: 13-10-26-2550-0010-0100**



Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 13th day of February 2025.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 13th day of March 2025.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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: "Rezoning property located at 1604
Husson Ave. Palatka, Florida from Putnam County Single Family
Residential (R-1A) to City of Palatka Single Family Residential (R-1A)."
More specifically:

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 SINGLE FAMILY RESIDENTIAL (R-1A) TO CITY OF PALATKA SINGLE FAMILY RESIDENTIAL (R-1A) FOR THE FOLLOWING PROPERTY: 1604 HUSSON AVENUE, PALATKA, FL 32177, 5 POINTS S/D MB4 P2 BLK 1, LOT 10 BK218 P581 PARCEL 13-10-26-2550-0010-0100, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

¹ See Section 166.041(4)(c), Florida Statutes.

- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

Ordinance 2025-09 Accessory Dwelling Unit Ordinance (Second reading)

Address:

Parcel No.:

Applicant:

STAFF REPORT

DATE: March 13, 2025

TO: City of Palatka City Commission

FROM: City Staff

APPLICATION REQUEST

BACKGROUND

To address the affordable housing crisis, the City of Palatka proposes an “Accessory Dwelling Unit” ordinance. The intent is to allow accessory dwelling units to be permitted in all single-family districts and other zoning districts as the City of Palatka finds necessary. It is also the intent and purpose of this ordinance to create a regulatory framework that encourages the development of accessory dwelling units that are rented on the local housing market to members of the community. The City of Palatka adopts the view of the Florida Legislature as stated in Section 163.31771 of the Florida Statutes pertaining to the need to encourage the permitting of accessory dwelling units in single-family residential areas to increase the availability of affordable rentals for extremely-low-income, very-low-income, low-income, or moderate-income persons.

PROJECT ANALYSIS

Accessory dwelling units are intended to provide additional housing that is incidental to a primary use. Accessory dwelling units are intended to be used as a necessary smart growth tool to increase the supply of affordable housing, elderly and disabled care units close to family members and caretakers, and/or workforce housing development. Accessory dwelling units are unique housing tools that provide for infill development with low environmental impacts that can connect to existing infrastructure.

With surging housing costs and lack of affordable housing stock, accessory dwelling units capitalize on the prominence of the single-family home by providing an additional family or persons access to an affordable dwelling unit on the same lot – typically in areas of our community that are closer to areas of greater opportunity. Creating a regulatory atmosphere

that encourages increasing the number of accessory dwelling units will have a positive impact on our community's housing shortage and on the property rights of homeowners.

Staff Recommendation

Adopt the ordinance.

ATTACHMENTS

1.	ADU Ordinance 1-8-25
2.	Business Impact Statement - Accessory Dwelling Units
3.	ADU background information

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CREATING MUNICIPAL CODE CHAPTER 94, SECTION 212(a)-(d), ESTABLISHING ACCESSORY DWELLING UNIT STANDARDS AND PROCEDURES, PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVNER'S ERRORS.

WHEREAS, the City of Palatka seeks to address the affordable housing crisis by establishing standards for "Accessory Dwelling Units" to be permitted in all single-family residential districts; and

WHEREAS, ordinances that create a regulatory framework that encourage the development of accessory dwelling units will increase the availability of affordable rentals for low-income households; and

WHEREAS, accessory dwelling units are intended to provide additional housing that is incidental to a primary use. ADUs are intended to be used as a smart growth tool to increase the supply of affordable housing for elderly and disabled individuals who need to be close to family members and caretakes as well as workforce housing; and

WHEREAS, with increased housing costs and lack of affordable housing stock, ADUs capitalize on the prominence of the single-family home by providing an additional family or persons access to an affordable dwelling unit of the same lot; and

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

The City hereby adopted Section 94 in the City of Palatka municipal code, which provides the sections set forth in Exhibit A.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the ____ day of February 2025.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this ____ th day of February 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

EXHIBIT A

ACCESSORY DWELLING UNITS

SECTION 94-212

(a) Definitions

(1) "Accessory dwelling unit" means an ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing within the same structure, or on the same lot, as the primary dwelling unit. The accessory dwelling unit may be a separate and detached unit, an attached unit to the principal structure, a repurposed existing space within the principal structure, an apartment over a garage, or a similar structural form.

(2) "Affordable rental" means that monthly rent and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for extremely-low-income, very-low-income, low-income, or moderate-income persons of Putnam County. Putnam County's median annual income is the basis, not the State of Florida median income.

(3) "Lot requirements" means restrictions on lot size, setbacks, building coverage, and similar zoning requirements.

(4) "Short-term rental" means the rental of a primary or accessory unit for thirty days or less.

(b) Standards

(1) Accessory dwelling units are to be permitted as accessory uses to single-family detached dwellings in all residential districts.

(2) Accessory dwelling units are prohibited in Planned Unit Developments.

(3) Accessory dwelling units may not be utilized for townhouses, condominiums, Recreational Vehicle (RV) parks, multifamily dwellings, churches, schools, or any similar public or semipublic facilities.

(4) Accessory dwelling units may not be utilized in commercial or industrial districts.

(5) Unless the accessory dwelling unit is used as a short-term rental, the owner must occupy either the principal or accessory dwelling unit.

(A) If used as a short-term rental, the owner must occupy the primary unit.

(6) No more than one accessory dwelling unit shall be allowed on any residential lot or within any principal non-residential structure.

(7) An accessory dwelling unit may be constructed with or after the construction of the primary unit.

(8) The establishment of a new accessory dwelling unit shall only be allowed if the lot area of the principal building is at least 5,000 square feet.

(9) The accessory dwelling unit shall be subordinate to the principal building as to location, height, square footage, and building coverage. The design of the accessory dwelling unit shall be uniform, compatible, or complementary in appearance to the primary residence.

(10) The habitable floor area of the accessory dwelling unit shall be no less than 300 square feet and no greater than 1,200 square feet. A variance to increase this amount may be requested provided that the total building coverage does not exceed district standards.

(11) All accessory dwelling units shall meet the applicable zoning district setbacks. Total building coverage on the lot shall not exceed district standards. The accessory dwelling unit shall comply with the requirements of all applicable housing or buildings codes.

(12) No additional parking spaces are required if there is designated on-street parking available within 100 feet of the parcel. If there is no designated on-street parking available, one off-street space is required unless the ADU is 500 square feet or less.

(13) Accessory dwelling units are exempt from zone district density calculations.

(14) The accessory dwelling unit must connect to existing water, sewer, and other existing utility connections.

(c) Development Review Procedures

(1) Applications for accessory dwelling unit development shall be streamlined to the greatest extent possible.

(2) Applicants may seek a variance from all structural and lot requirements.

(d) Impact Fees

(1) If used for affordable rental, impact fees shall be waived. An application for a building permit to construct an affordable rental must include an affidavit from the applicant which attests that the unit will be rented at an affordable rate to an extremely-low-income, very-low-income, low-income or moderate-income person or persons, as defined by state statutes. The City of Palatka will enter into deed restrictions or other agreements as necessary to ensure that the ADU is used for affordable housing purposes for at least a period of ten (10) years.

(2) If not used for affordable rental or the application does not include an affidavit which attests to the accessory dwelling unit as an affordable rental; impact fees will be assessed.

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: "Accessory Dwelling Units." More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CREATING MUNICIPAL CODE CHAPTER 94, SECTION 212(a)-(d), ESTABLISHING ACCESSORY DWELLING UNIT STANDARDS AND PROCEDURES, 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.

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- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

Unlocking Potential: The Transformative Role of Accessory Dwelling Units (ADUs) in Housing

By: Kathy Gray, Florida Housing Coalition, March 27, 2024

In the ever-evolving landscape of housing, Accessory Dwelling Units (ADUs) are emerging as a powerful and versatile solution. These secondary housing units, also known as granny flats, in-law suites, or backyard cottages, are changing the way we think about urban and suburban living. In this thought leadership blog, we will explore the significance of ADUs, their benefits, and why they hold the potential to revolutionize housing options for communities across the globe.

What Are Accessory Dwelling Units (ADUs)?

ADUs are secondary, self-contained housing units located on the same property as a primary residence. They come in various forms, including:

- **Detached ADUs:** Stand-alone structures like cottages or converted garages.
- **Attached ADUs:** Part of the primary residence but with a separate entrance and facilities.
- **Interior ADUs:** Converted rooms within the primary residence, with separate kitchen and bathroom facilities.



The Benefits of ADUs

1. **Affordable Housing:** ADUs provide an additional source of affordable housing, helping homeowners generate rental income or accommodate family members without the cost of new construction.
2. **Density and Sustainability:** They allow for increased housing density without significant changes to neighborhood character, promoting sustainable and efficient land use.
3. **Multi-Generational Living:** ADUs facilitate multi-generational living arrangements, allowing families to stay connected while maintaining some degree of independence.
4. **Community and Aging in Place:** ADUs help build strong communities by providing housing for caregivers, students, or essential workers, and they enable seniors to age in place while staying close to family support.
5. **Increased Property Values:** Well-designed ADUs can add value to a property, enhancing its resale potential.

ADUs: The Key to Affordable Housing Solutions

The affordable housing crisis is a pressing issue in many communities. ADUs represent a flexible and innovative response to this challenge:

1. **Economical:** ADUs can be more cost-effective than traditional housing construction, making them an accessible option for homeowners.
2. **Rapid Construction:** They can be built more quickly than new housing developments, providing a faster response to housing shortages.

3. **Minimized Environmental Impact:** ADUs often use fewer resources and have a smaller carbon footprint compared to larger housing developments.
4. **Adaptive Reuse:** Existing structures, like garages or basements, can be repurposed into ADUs, reducing the need for new construction.



Overcoming Regulatory Hurdles

While the potential benefits of ADUs are clear, regulatory barriers often hinder their widespread adoption. Advocacy for changes in zoning codes and land use policies is crucial to unlock the full potential of ADUs.

1. **Zoning Reforms:** Advocate for zoning code updates that allow for ADU construction, reduce minimum lot size requirements, and simplify the permitting process.
2. **Incentives and Financing:** Encourage local governments to offer incentives, such as tax breaks or low-interest loans, to homeowners interested in building ADUs.
3. **Community Education:** Raise awareness about the benefits of ADUs and dispel misconceptions within communities.
4. **Design Guidelines:** Develop clear design guidelines to ensure that ADUs integrate seamlessly into existing neighborhoods.

In Conclusion

ADUs are not just additional living spaces; they are a reflection of our evolving housing needs and aspirations. By embracing ADUs and advocating for supportive policies, we can create more affordable, sustainable, and inclusive communities. They hold the potential to revolutionize the way we think about housing, promoting affordability, adaptability, and shared prosperity for all.

Ordinance 24-07 Amendment of the Future Land Use Map of the Adopted Comprehensive Plan in regards to property located at Azalea Place Subdivision, Phase II, 00 Kelly Smith School Rd. Palatka, Florida, From City of Palatka Commercial (COM) to City of Palatka Residential Low (RL)

Parcel Nos. 09-10-26-0213-0000-0010; 09-10-26-0213-0000-0020; 09-10-26-0213-0000-0030 (First Reading)

Address:

Parcel No.:

Applicant:

STAFF REPORT

DATE: March 13, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	Staff Report - Kelley Smith
2.	2024-07FLUMazalea
3.	FLUM_bie

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: March 5, 2024
TO: City Planning Board
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

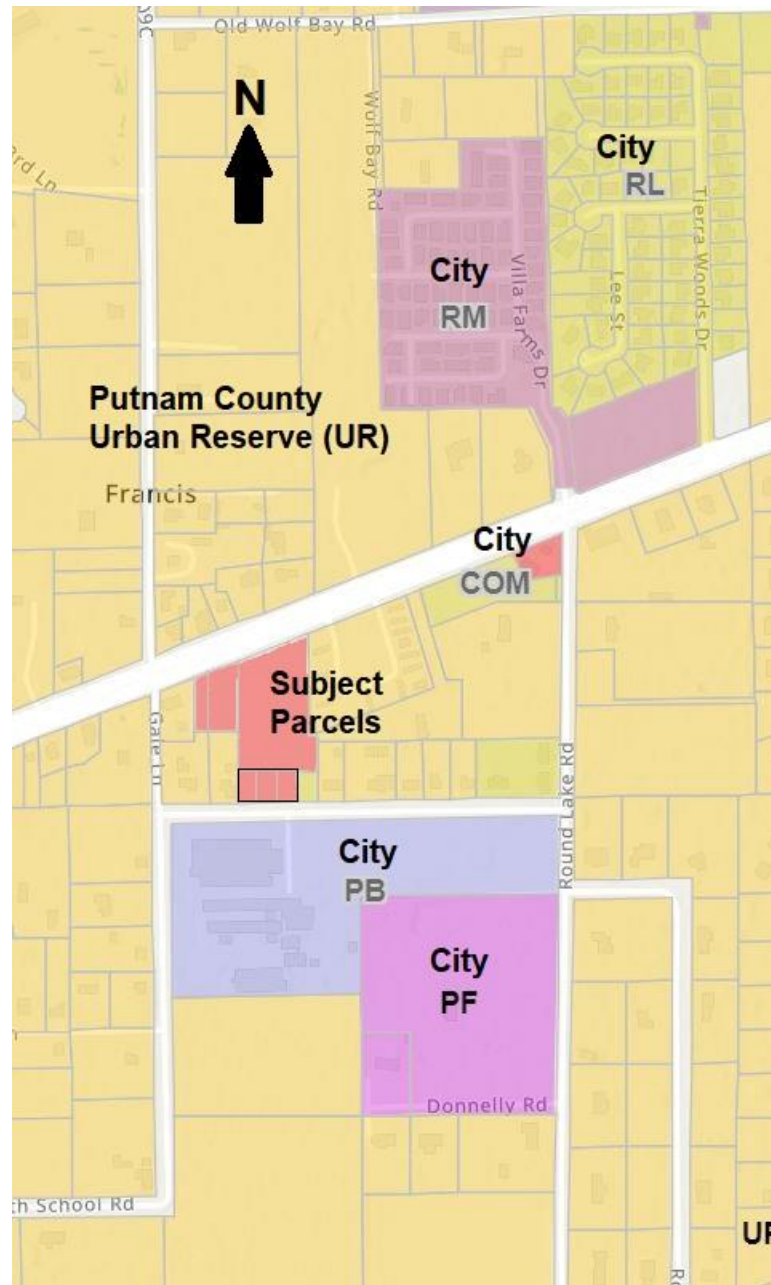


Figure 1. Existing Future Land Use

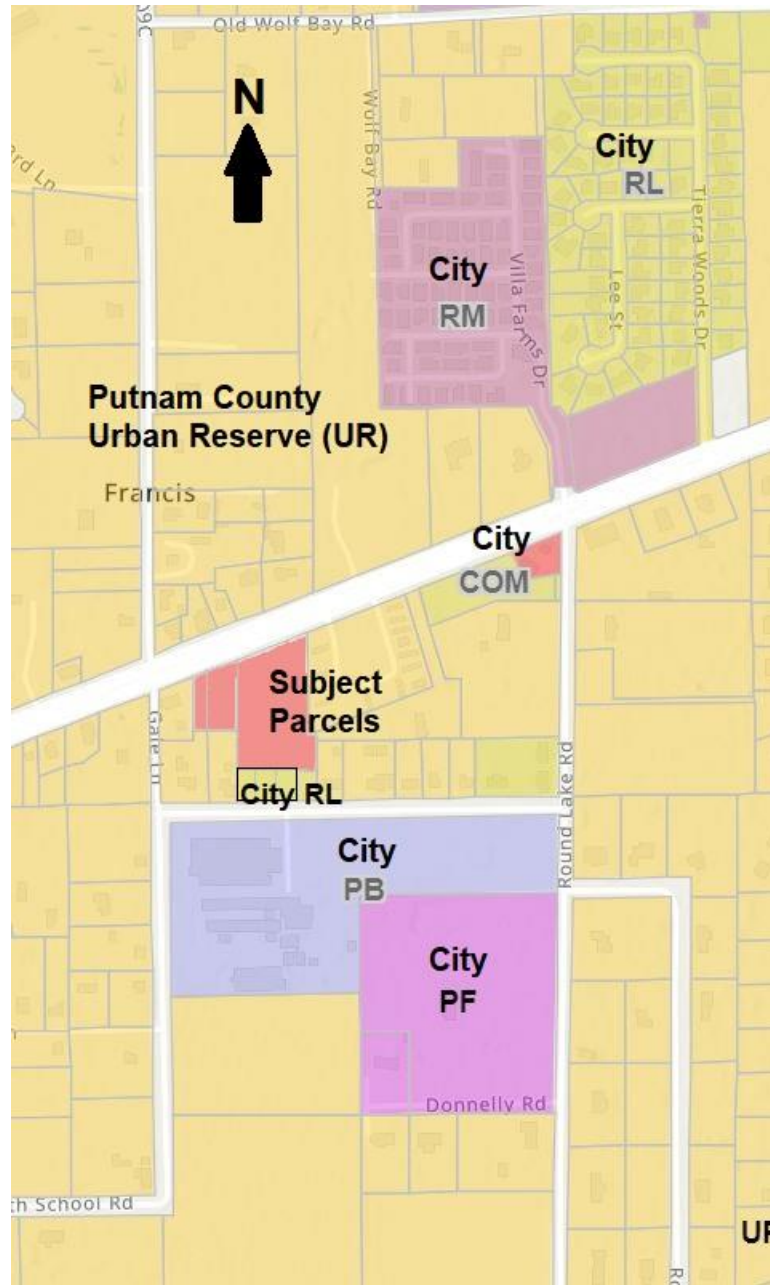


Figure 2. Proposed Future Land Use

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.

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Zoning Change Analysis

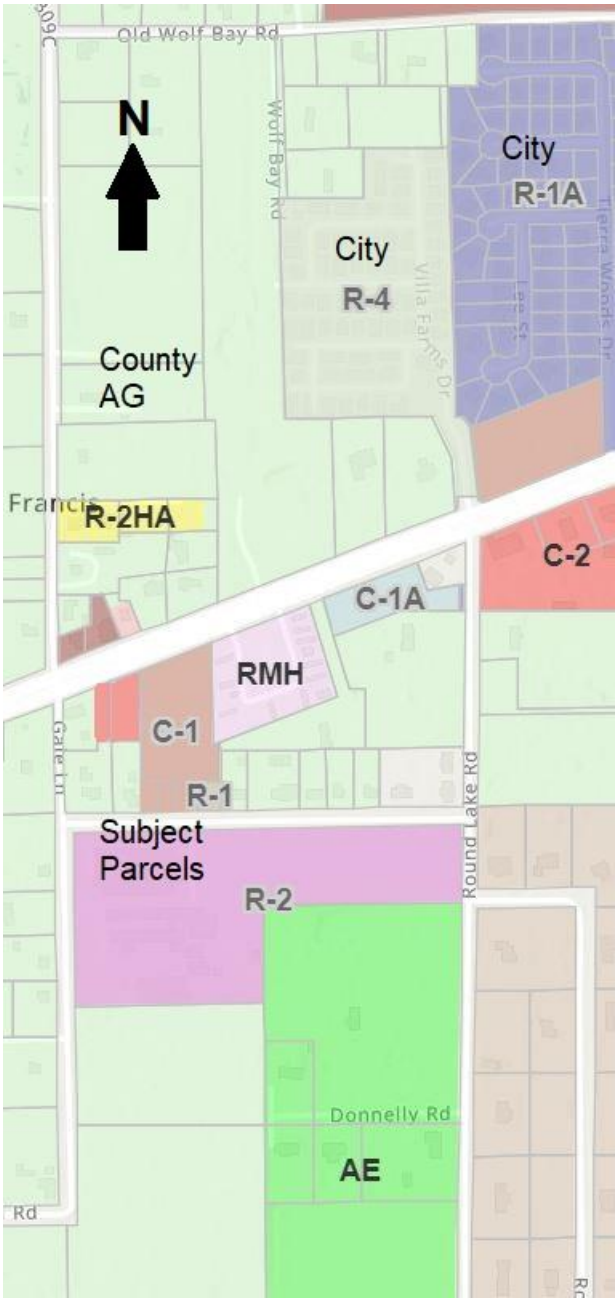


Figure 3. Existing Zoning

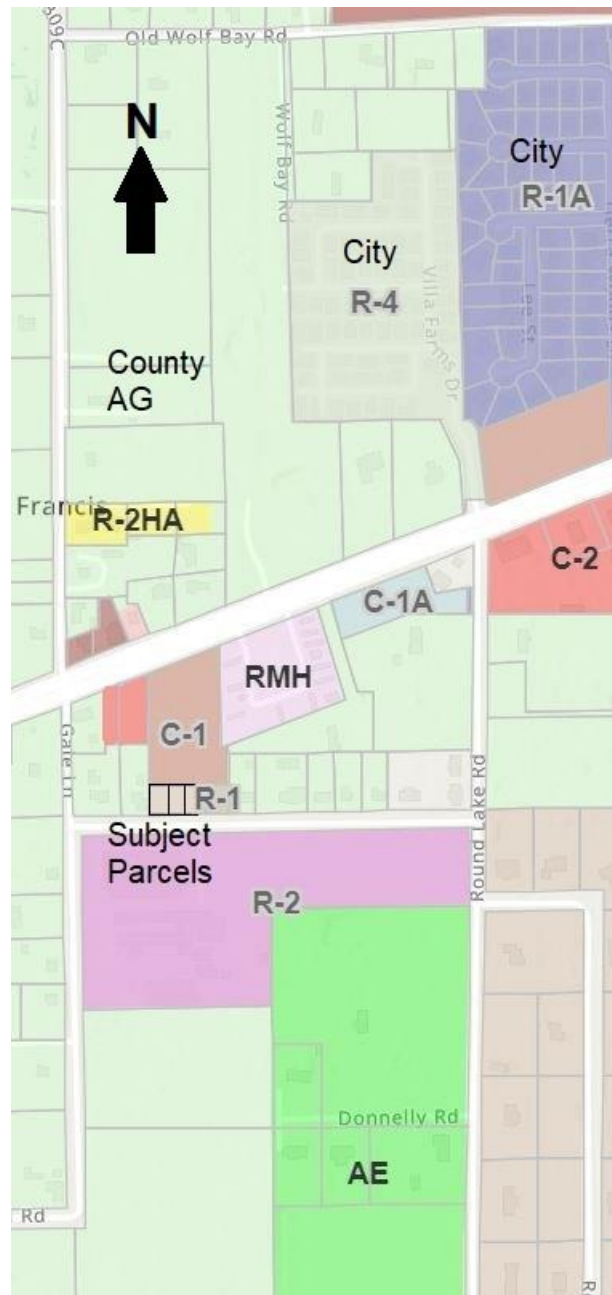


Figure 4. Proposed Zoning

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.

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 February 13, 2025, 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 13th day of February 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

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: "Future Land Use Amendment for Azalea Place Subdivision, Phase II, 00 Kelly Smith School Rd." More specifically:

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.

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;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

Ordinance 24-08 Rezoning property located at Azalea Place Subdivision, Phase II, 00 Kelly Smith School Rd. Palatka, Florida, From City of Palatka Commercial (COM) to City of Palatka Residential, Single-family (R-1)

Parcel Nos. 09-10-26-0213-0000-0010; 09-10-26-0213-0000-0020; 09-10-26-0213-0000-0030 (First Reading)

Address:

Parcel No.:

Applicant:

STAFF REPORT

DATE: March 13, 2025

TO: City of Palatka City Commission

FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	Staff Report - Kelley Smith
2.	Ord 2024-08reZoningAzalea
3.	Business Impact Estimate - ORD 24-08

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: March 5, 2024
TO: City Planning Board
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

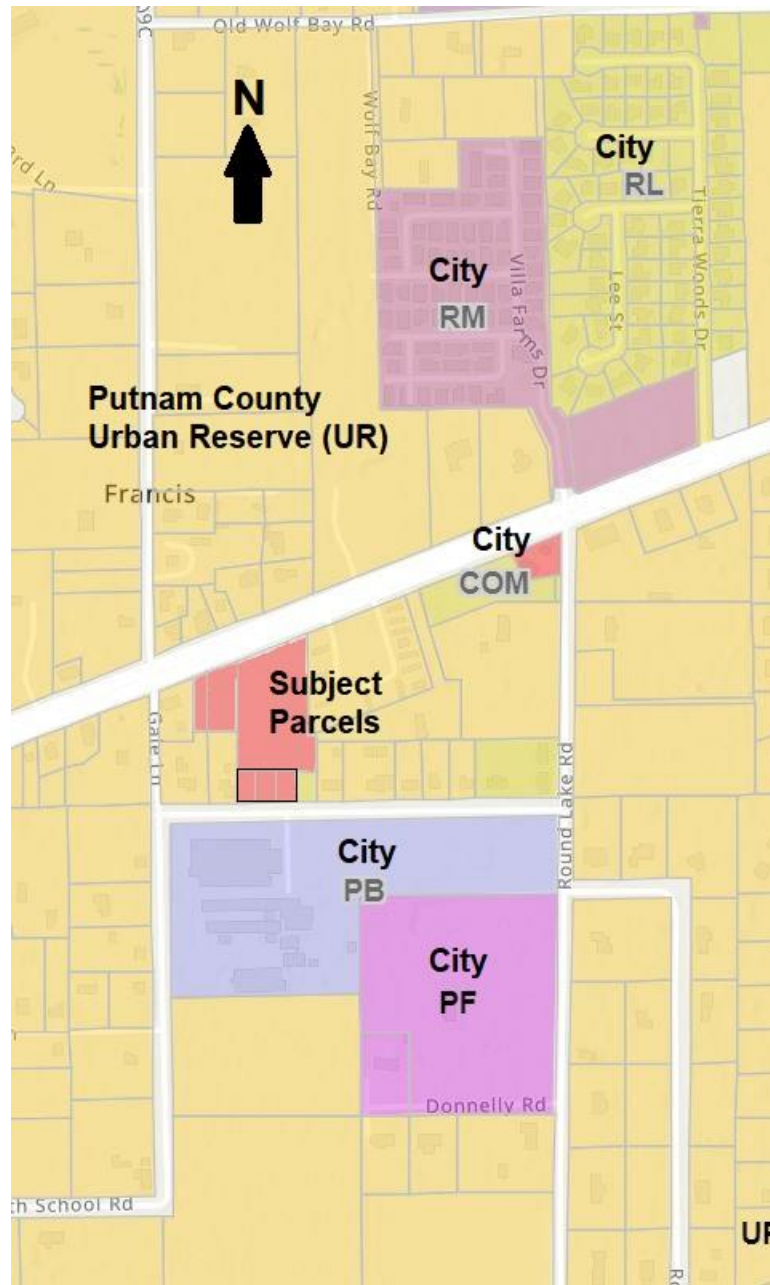


Figure 1. Existing Future Land Use

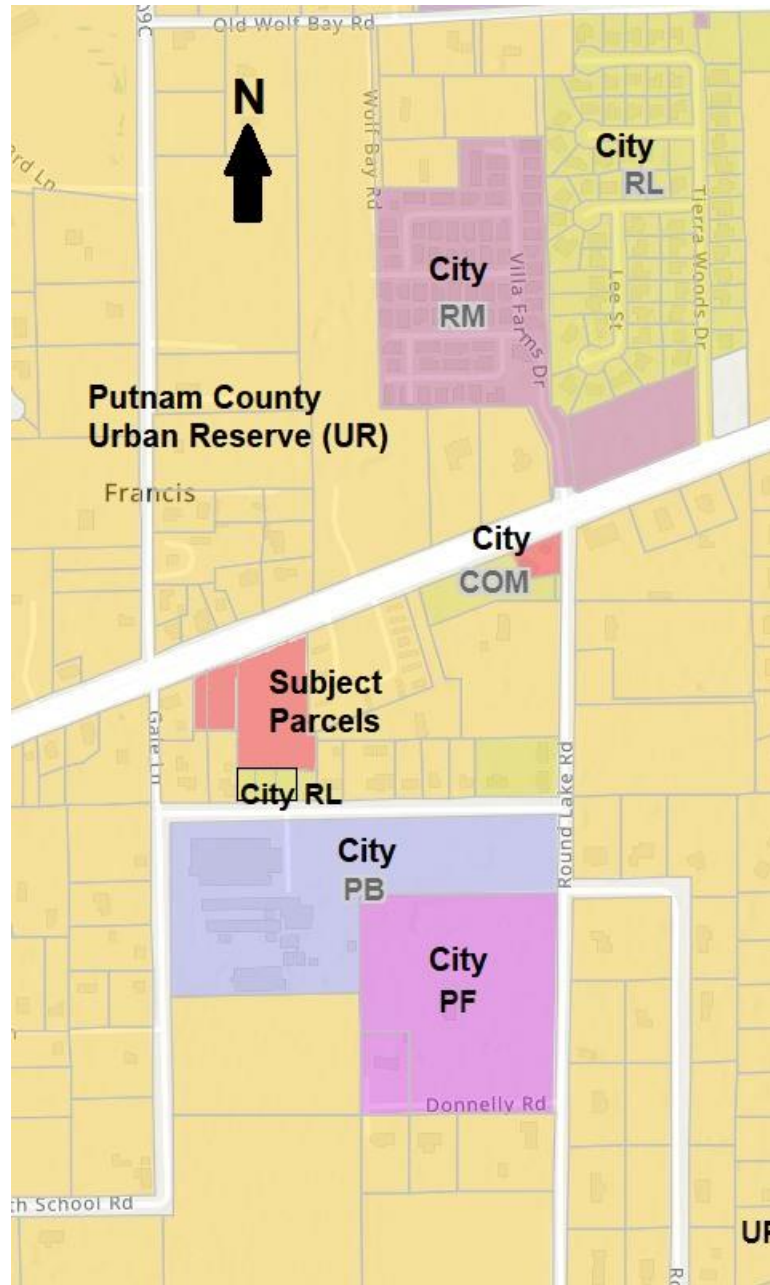


Figure 2. Proposed Future Land Use

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:*
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 - 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.

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Zoning Change Analysis

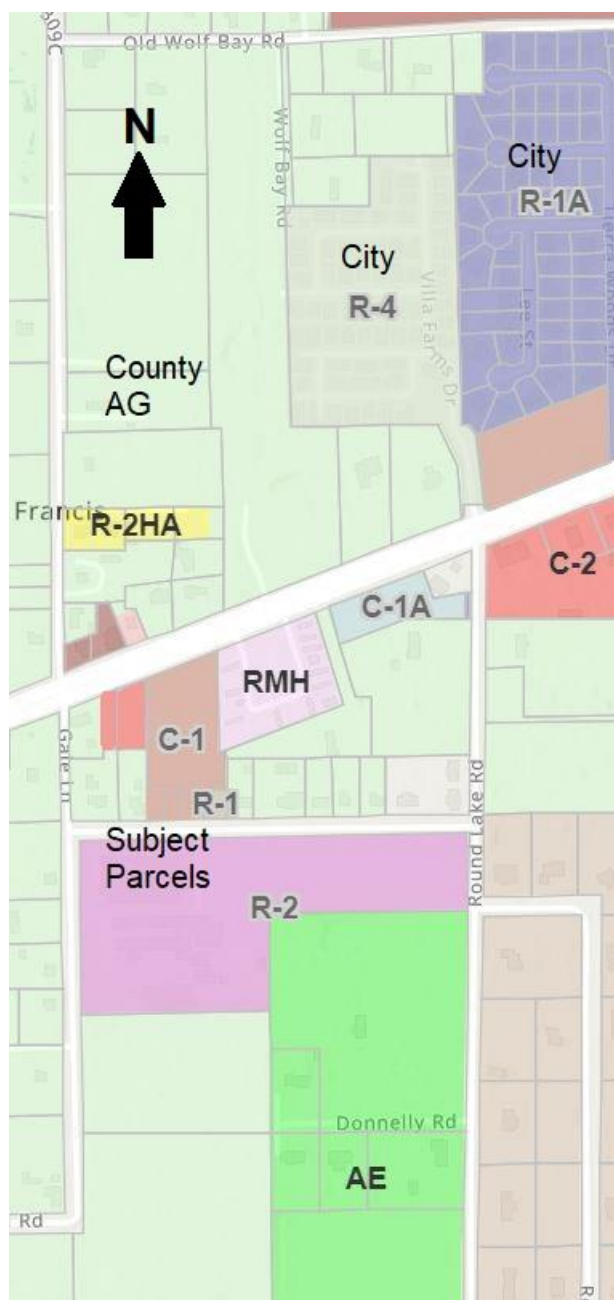


Figure 3. Existing Zoning

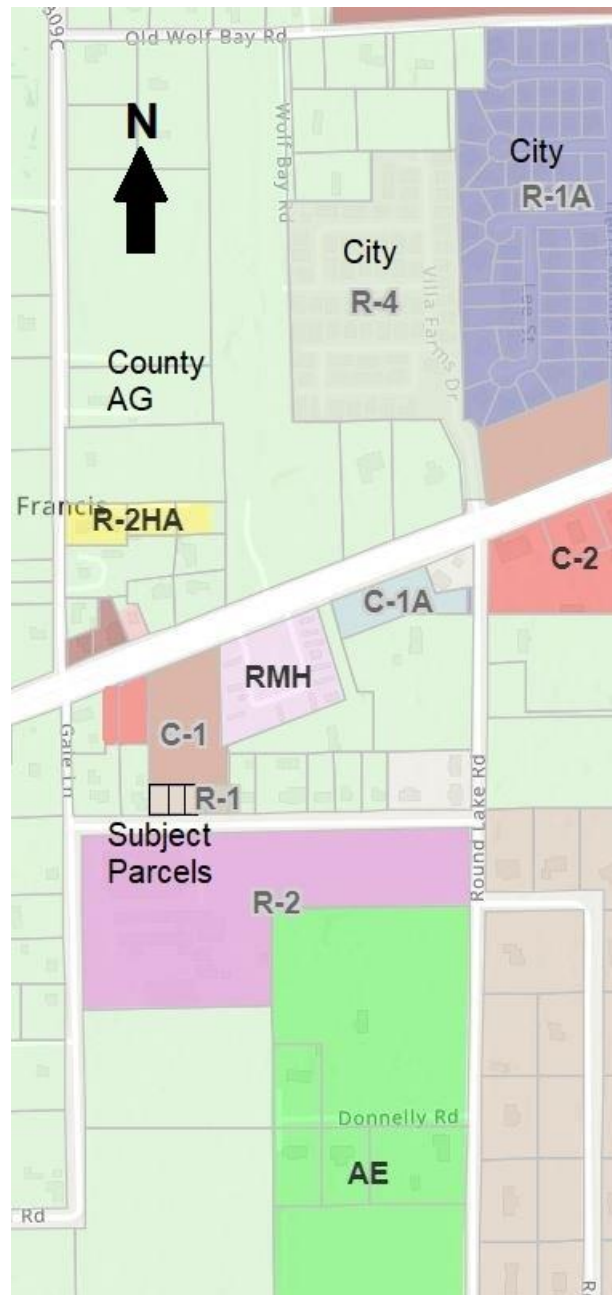


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- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*

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.

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 February 13, 2025, and March 13, 2025, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from the present zoning classification of City of Palatka General Commercial (C-1) to City of Palatka Residential, Single-Family (R-1) classification.

DESCRIPTION OF PROPERTIES: AZALEA PLACE PHASE II MB7 P13 LOT 1; AZALEA PLACE PHASE II MB7 P13 LOT 2; AND AZALEA PLACE PHASE II MB7 P13 LOT 3.

Putnam County Property Appraiser's Parcel Nos.: 09-10-26-0213-0000-0010, 09-10-26-0213-0000-0020, and 09-10-26-0213-0000-0030.

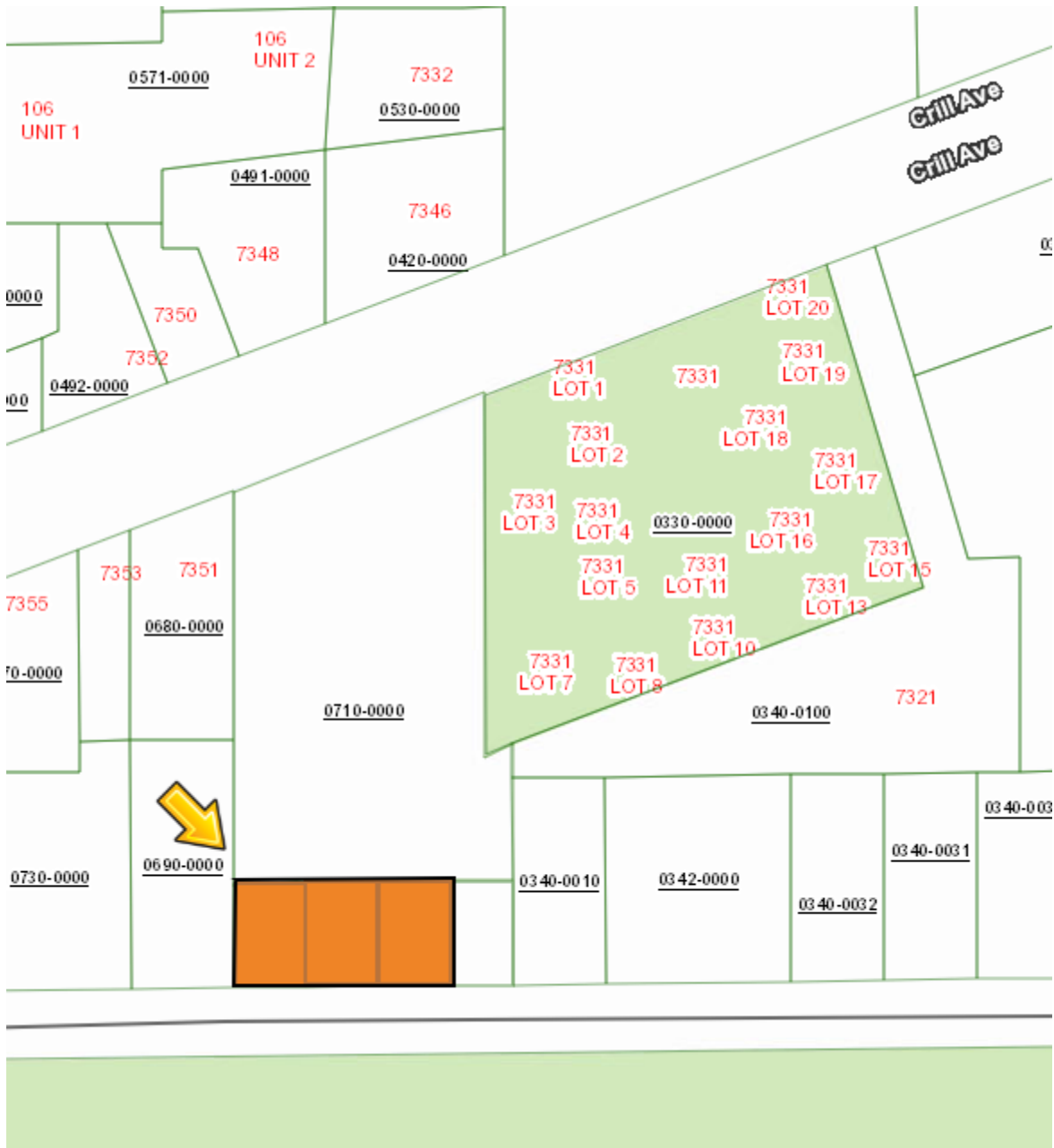


Figure 1: map showing location of subject properties

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission, however, the rezoning shall not become effective until the amendment to the City of Palatka Comprehensive Plan adopted by Ordinance No. 2024-08 becomes effective as provided therein.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 5. This ordinance is exempt from provisions of the statute, Chapter 2023-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 13th day of February 2025.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 13th day of March 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

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: "Rezoning for Azalea Place
Subdivision, Phase II, 00 Kelly Smith School Rd." More specifically:

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.

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 Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.