

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
May 28, 2025 at 5:00 PM

1. CALL TO ORDER

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

2. PUBLIC COMMENTS

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

3. REGULAR BUSINESS

- a. Discussion/Direction: Playground Equipment
- b. Discussion/Direction: Airport Operations

4. PUBLIC HEARINGS

- a. Establishing Chapter 7 of the Municipal Code to create an Airport Ordinance

5. COMMISSIONER COMMENTS

6. ADJOURN

Upcoming Events Mon DD - Commission Mtg - 6 PM	Board Vacancies Board - # vacancy
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**Discussion/Direction: Playground Equipment
Design options for consideration**

STAFF REPORT

DATE: May 28, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

We are presenting three (3) design options for consideration, each accompanied by its respective proposal.

BACKGROUND

This funding was allocated in last year's budget to address aging equipment.

PROJECT ANALYSIS

Selection should be made solely based on design, rather than cost, as all three choices fall within the pre-budgeted amount of \$107,000.

Staff Recommendation

We are requesting the Commission to select one of the three (3) design options, each accompanied by its respective proposal.

ATTACHMENTS

1.	Kompan
2.	Estimate_3167_from_Safe_4_Play_LLC
3.	Estimate_3167_from_Safe_4_Play_LLC
4.	Sales_Proposal_SPKompan 150903
5.	Riverfront Pk phase 2 package

Kompan

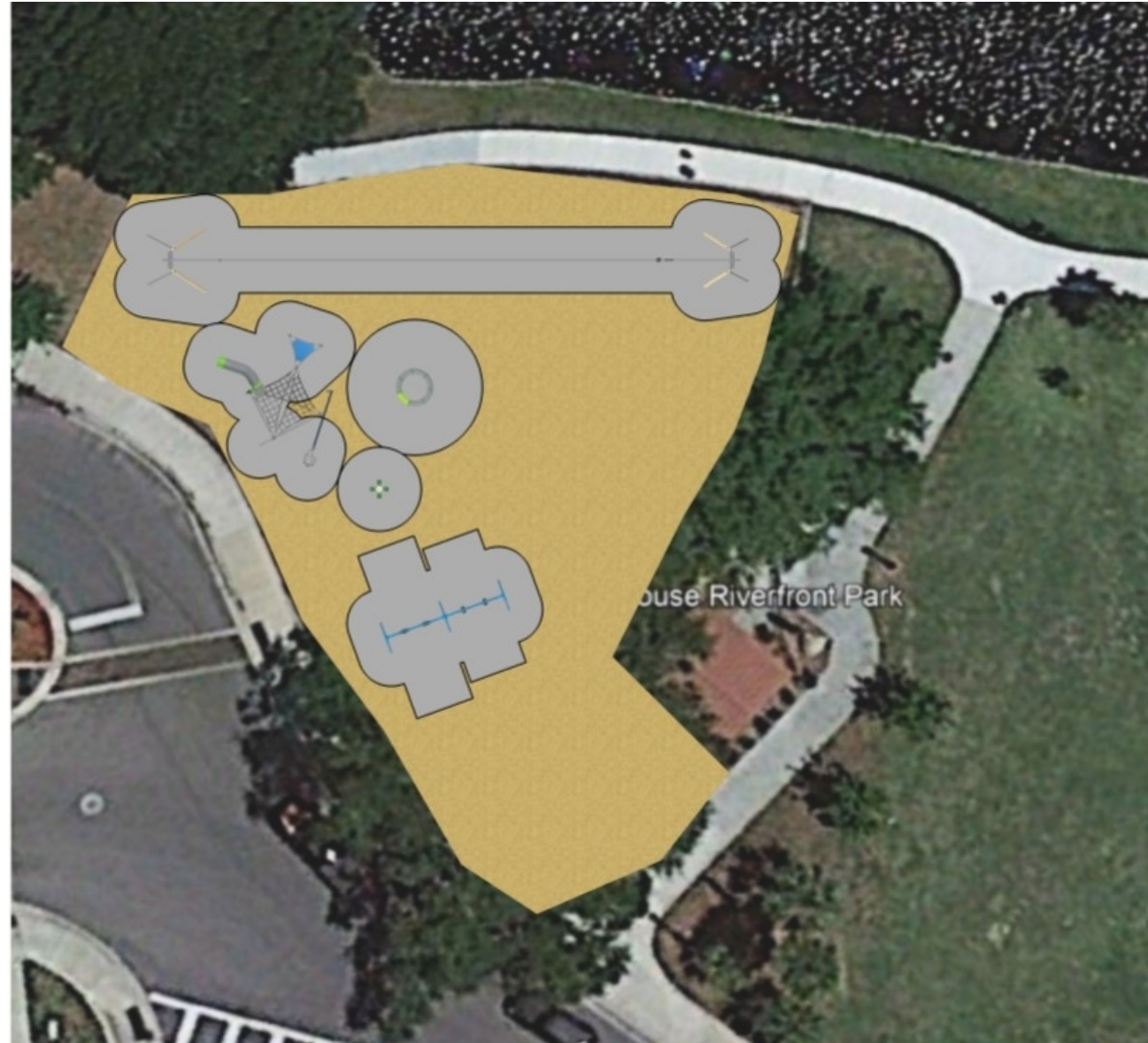
Riverfront play equipment.











Safe 4 Play LLC
303 E Woolbight Rd #271
Boynton Beach, FL 33435
+15615778999
josh@safe4play.net
www.safe4play.net



Estimate

ADDRESS

City Of Palatka
1010 Ocean St
Palatka, FL 32177

SHIP TO

Boathouse Riverfront Park
100 Memorial Pkwy
Palatka, FL 32177

ESTIMATE # 3167

DATE 05/09/2025

ACTIVITY	QTY	RATE	AMOUNT
Playground Equipment Little Tikes Playground Equipment	1	81,685.37	81,685.37
PANEL REACH SILLY FACE F/KB 200203632			
BALANCE BEAM 8' INGROUND ONLY 200201034			
INCLUSIVE SPINNER 200203413			
3.5" 2 SEAT ARCH SWING (Belt Seats) LT0930 3.5" 1 SEAT ARCH SWING ADD-A-BAY (Inclusive Seat) LT0936			
Price for Equipment, Engineer Drawings and Freight			
Playground Equipment Installation Installation of all Playground Equipment within this estimate.	1	22,900.00	22,900.00

Please note- City to removal all existing equipment and footers. Safe 4 Play to pull back mulch as need to install playground equipment.

New additional mulch to be handled by City**

Installation Warranty of 24 Months.

Note: This estimate is not a contract or a bill, it is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to	SUBTOTAL	104,585.37
	TAX	0.00

DISCLAIMER: Turf does get hot in direct sunlight, although it does not retain or radiate much heat. Safe4Play LLC does not guarentee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiney surfaces, or glass top tables can create a magnifying affect and melt the turf. Compression, laying down of fibers are considered normal wear & tear.

change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

TOTAL

\$104,585.37

A 50% DEPOSIT required on all orders including installation.

100% PAYMENT due on Material only order.

Accepted By

Accepted Date

DISCLAIMER: Turf does get hot in direct sunlight, although it does not retain or radiate much heat. Safe4Play LLC does not guarantee that grass/weeds will not grow through the drainage holes. Reflection from windows, highly reflective or shiny surfaces, or glass top tables can create a magnifying affect and melt the turf. Compression, laying down of fibers are considered normal wear & tear.

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Estimate

ADDRESS City Of Palatka 1010 Ocean St Palatka, FL 32177	SHIP TO Boathouse Riverfront Park 100 Memorial Pkwy Palatka, FL 32177	ESTIMATE # 3167 DATE 05/09/2025
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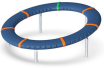
Sales Proposal

City of Palatka
Joe Verrechio
201 N 2nd St
Palatka, FL 32177

Quote No. SP150903-2
Customer No. 510074
Document Date 04/21/2025
Expiration Date 06/20/2025

Sales Representative Stacy Moseley
Email StaMos@Kompan.com
Phone No. 904-716-7605 / 800-426-9788

Project Name US330908 Riverfront Park redesign

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
OMNIA Partners Contract #2017001135					
<u>EQUIPMENT: 2-5 & 5-12</u>					
<u>M12871-01P</u>	Daisy - Greenline In-ground 40cm Total CO ₂ Emission 282.8 LB (282.8 LB/Pieces)	1 Pieces	1,450.00	15.00	1,232.50
					
<u>KSW924-CUSTOM</u>	Custom Swing : 2 Baby, 1 ADA, 1 Basic In-ground 90cm 20364037	1 Pieces	8,190.00	15.00	6,961.50
					
<u>CRP250802-CUSTOM</u>	Custom Mountain Trail In-ground 20364038	1 Pieces	41,420.00	15.00	35,207.00
					
<u>ELE400024-3717LG</u>	Spinner Bowl - Lime Green In-ground 90cm Total CO ₂ Emission 121.8 LB (121.8 LB/Pieces)	1 Pieces	1,260.00	15.00	1,071.00
					
<u>GXY960010-3717</u>	Supernova - Night Sky Blue In-ground 90cm Total CO ₂ Emission 967.2 LB (967.2 LB/Pieces)	1 Pieces	9,450.00	15.00	8,032.50
					
FREIGHT	Freight <u>INSTALLATION & SITEWORK</u>	1 Pieces	4,055.15		4,055.15
INSTALL SPECIAL	Installation of Kompan Equipment	1 Pieces	24,952.83	5.00	23,705.19

Sales Proposal

City of Palatka
Joe Verrechio
201 N 2nd St
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NOTES

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.
Client will remove/dispose all existing equipment except zipline. Existing borders will remain.
Please allow 9 to 11 weeks for product delivery upon order placement.

Equipment is as per Palatka Riverfront Renovation - dated 04/15/25
No surfacing is included on this SP.

Description	Qty	Retail Price	Discount	Net Price
No. of Products	5			
Subtotal - Products		61,770.00	9,265.50	52,504.50
Subtotal - Installation		24,952.83	1,247.64	23,705.19
Subtotal - Freight		4,055.15		4,055.15
Total USD				80,264.84

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Palatka Riverfront Park
100 Memorial Parkway
Palatka, FL 32177

Sales Proposal

City of Palatka
Joe Verrechio
201 N 2nd St
Palatka, FL 32177

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Phone No. 904-716-7605 / 800-426-9788

Project Name US330908 Riverfront Park redesign

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn. Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)



Playpalette: Bloom Bay

2/13/25
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Riverfront Park ~ Phase 2

Palatka, FL



www.gametime.com



www.playdrp.com



Playpalette: Bloom Bay

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2/13/25

Riverfront Park ~ Phase 2

Palatka, FL



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Palatka, FL



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Riverfront Park ~ Phase 2

Palatka, FL

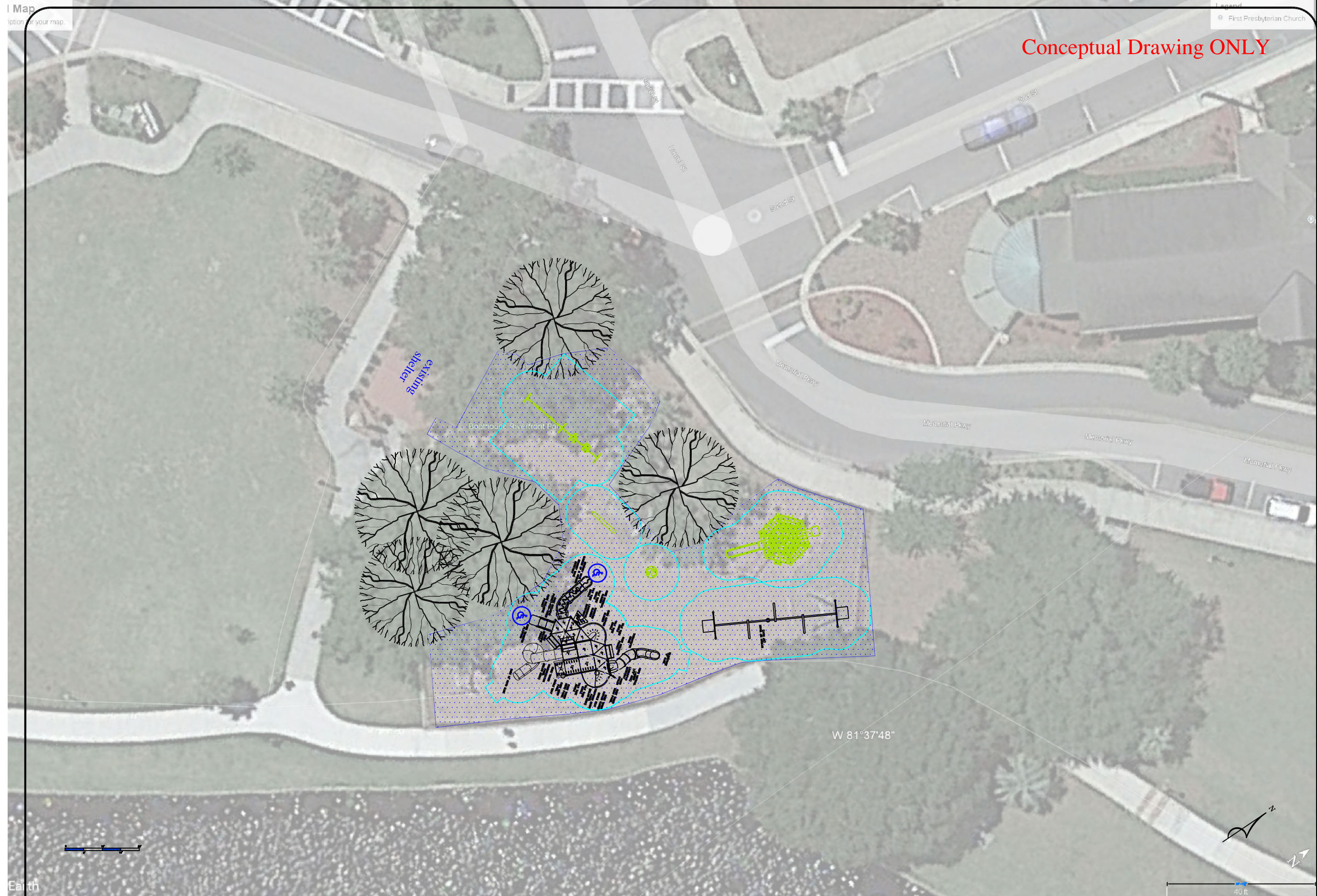


www.gametime.com



www.playdrp.com

Conceptual Drawing ONLY



Earth



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Riverfront Park
Phase 2
City of Palatka
Representative
DRP

This play
equipment is
recommended
for children ages
5-12

Minimum Area Required:
see drawing
Scale: NTS
This drawing can be
scaled only when in
an 36" x 48" format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, as specified for each type of
equipment, and at depths to meet the
critical fall heights as specified by the U.S.
consumer Product Safety Commission,
ASTM standard F 1487 and Canadian
Standard CAN/CSA-Z-614

Drawn By:
gw
Date:
02/13/2025
Drawing Name:
Rlverfront Pk page 2



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

02/13/2025
 Quote #
 107572-02-01

Riverfront Park ~ Phase 2

City of Palatka
 Attn: Joe Verrechio
 1010 Ocean St
 Palatka, FL 32177
 United States
 Phone: 386-329-0107 Ext. 356
jverrechio@palatka-fl.gov

Ship to Zip 32177

Quantity	Part #	Description	Unit Price	Amount
<i>Site access for construction equipment and staging area must be provided by owner.</i>				
6500	Digout	5-Star Plus - Digout/Sitework of area (per sq. ft.)- <i>Spoils to be left on site, unless noted below</i>	\$1.90	\$12,350.00
6500	Spoils	5-Star Plus - Removal/Disposal from Site the Spoils from Digout	\$1.75	\$11,375.00
370	Curb	GT-Impax - Concrete Curb (In. ft.)- <i>Not Reinforced</i>	\$47.56	\$17,597.20
Existing sidewalk to be use as well for a flush edge installation of PIP safety surfacing.				
6500	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- <i>Installed per specification of Unitary Surfacing requirements.</i>	\$6.16	\$40,040.00
6500	Poured-8	GT-Impax - Poured Rubber Surfacing - 8' -12' fall heights- <i>50% Standard Color - Aromatic Binder - 3.75" - 4.75" Thick with 1/2" EPDM wear course cap - 5-year warranty</i>	\$29.33	\$190,645.00
1	91778	GameTime - SkyRun Zip Track 35 - Zip Seat	\$17,586.00	\$17,586.00
1	RDU	GameTime - Dallas Dazzler - Tower System	\$177,599.46	\$177,599.46
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings	\$1,350.00	\$1,350.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$62,475.00	\$62,475.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,500.00	\$1,500.00
			Sub Total	\$532,517.66
			Discount	(\$67,677.49)
			Freight	\$11,912.29
			Total	\$476,752.46

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
 For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](https://www.omniapartners.com/public-sector/game-time)



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/13/2025
Quote #
107572-02-01

Riverfront Park ~ Phase 2

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/13/2025
Quote #
107572-02-01

Riverfront Park ~ Phase 2

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$476,752.46**

STAFF REPORT

DATE: May 28, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

An Airport Advisory meeting was held in December 2024 where the lease termination for an occupant in the Old Terminal was issued by the Interim City Manager, based upon discussions with both the Airport Manager and City Attorney. The Airport Advisory Board disagreed with the action taken, particularly since the tenant expressed that this request had not been discussed or verbalized before the issuance of a written request. At the meeting, the interim City Manager withdrew the request to terminate the lease and instead requested more time for due diligence on the part of the City. Over the past five months, much time has been spent, conducting a due diligence procedure and holding several meetings. Please see the attached Airport Needs and Non-Aeronautical Usage.

During the City Charter Review process, it was discovered that one person held more than one commission or board position. The City Attorney researched the matter and has advised that this situation be remedied (please read the attached memo to the City Manager).

PROJECT ANALYSIS

Staff Recommendation

Regarding airport space usage, based on several discussions with the Commissioners, as City Manager, the recommendations, after discussions with the Airport Manager and City Attorney, are the following:

- Extend to the aviation school the choice to move to the “Old Terminal”, as stated in the correspondence, since it is an FAA-approved activity.
- Any alternative or guidance the Commissioners recommend

Based upon the legal research conducted by the City Attorney, the Commission is being asked to determine if and how an Airport Advisory board should exist (a resolution may be issued).

ATTACHMENTS

1.	Airport space usage
2.	Daniel Rust request to be placed on agenda 07-09-2019
3.	Terminal W4 FAP Lease City Commission 2019
4.	Airport Lease Assessment
5.	Terminal Building - Jeff Nations
6.	daniel rust and john youell email
7.	Notice of termination 12-3-24
8.	Florida Aviation Professionals - growth narrative Daniel Rust

AIRPORT SPACE NEEDS AND NON-AERONAUTICAL USAGE

An Airport Advisory meeting was held in December 2024 where the lease termination for an occupant in the Old Terminal was issued by the Interim City Manager, based upon discussions with both the Airport Manager and City Attorney. The Airport Advisory Board disagreed with action taken, particularly since the tenant expressed that this request had not been discussed or verbalized before the issuance of a written request. At the meeting, interim City Manager withdrew the request to terminate the lease and instead requested more time for due diligence on the part of the City.

There are two issues which led to the Notice of termination letter – FAA compliance issue with the current occupant of the Old Terminal, and a FAA-compliant tenant which had been offered the right to occupy the Old Terminal if certain growth conditions were met.

The primary issue is that the Lease Assessment study completed by Kutchins & Groh, an airport consultant, which contains a statement on page 5 of the report (attached) that the uses and rates associated with properties that are used for non-aeronautical purposes must be approved by FAA per the FAA's Airport Compliance Manual. Additionally, it states that "any airport land must be utilized for its "highest and best use."

The secondary issue is that Daniel Rust, owner of Florida Aviation Professional, LLC requested to be placed on the City Commission agenda on August 8, 2019 requesting a lease be extended to his company. The item was tabled and was never heard again.

A more important issue is that the Airport Manager says "he needs more space to effectively operate the airport, and he has more employees.

The prior Airport Manager gave a lease on an interim basis to Jeff Nations on August 7, 2020, with conditions indicating that a formal lease would be issued once they were met. However, a formal lease has not been issued as of today.

On October 7, 2020, The prior Airport Manager was sent an email from Daniel Rust, requesting that he confirm that he has first right of refusal to W4 (the Old Terminal,), and how they planned to move ahead with the specifications of increased activity and revenue.

Since the December 2024 meeting, several meetings were held with all parties – City manager Carty, City Attorney West, Airport Manager McNair, Attorney Charlies Douglas, Mr. Jeremy Alexander, Mr. Daniel Rust, in an effort to come to a conclusion which would be beneficial to all concerned.

The following is a synopsis of all information secured:

1. Mr. Rust has a lease, and Mr. Nations does not
2. Both are paying for the use of the premises
3. Mr. Rust have met the stipulations in the letter extended to him which he feels gives him the right of refusal for the "Old Terminal".

AIRPORT SPACE NEEDS AND NON-AERONAUTICAL USAGE

4. I met with the Airport Manager to understand the dynamics further and requested that Public Works be contacted to consider reconfiguration and possible expansion of the new terminal. Public Works' preliminary cost exceeded \$500,000.
5. The Interim City Manager met with the City Attorney and Jeremy Alexander to discuss the matter.
6. Mr. Alexander posed an alternative of setting up a modular building for the aviation school and indicating he could secure a modular building from the School Board. It was indicated that the cost to perfect the building would be assumed by Mr. Nations (still in negotiation phase)
7. A visit was scheduled at the "Old Terminal" to see the usage and determine if it is compliant with FAA.
8. No obvious aviation usage was observed during the visit made by myself, Airport Manager, and City Attorney.
9. Legal researched to determine if there was an entity recorded with Sunbiz or FAA-registered, etc. for usage stated – this was also requested from Mr. Alexander (nothing received thus far).
10. Airport Manager and I met with Mr. Rust to discuss the matter. I discussed with him on the phone. He simply wants to be able to accommodate the growth and need a larger space. He indicated that he did not need to be in the "Old Terminal", but did need space, so he would consider the modular option. He understood the Airport Manager need for more space operationally. He subsequently changed his mind and does not want the modular building.
13. Airport master plan does not include a modular building could be placed on site. Inventory of the buildings are maintained and reported to FAA.
14. Engineer was contacted to request where to place modular building – he provided three (3) possible locations.
15. Lease with Airport and Jeff Nations is being developed by City Attorney, with guidance from Airport Manager to use the same lease format as Mr. Rust's lease, which is standard. A draft lease was prepared by Douglas firm. Airport Manager would not approve the use of the land in a "non-aeronautical manner which is not the highest and best use.
16. Airport Manager was given the task of securing quotes and options for a modular building. Preliminary quotes are \$75,000 for new one and \$48,000 for a used one.

Daniel Rust and John Berry

462 Sevilla Dr. St. Augustine, FL 32086
Phone: 904-315-7749

► **Ms. Betsy Driggers, Palatka City Manager**

201 N. 2nd St. Palatka, FL 32177

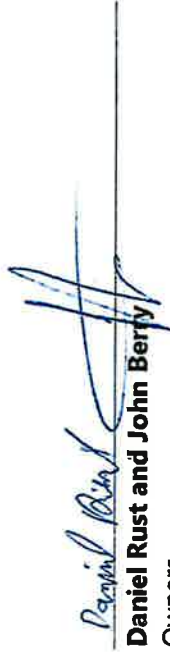
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Our presentation to the City Commission will be similar to what we presented to the Airport Advisory Board last month but in a much shorter format. We think our flight school will be an added asset to the airport and to the community as well.

Please do not hesitate to contact us with any questions or concerns. We look forward to hearing from you and meeting with the commission.

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Owners
Florida Aviation Professionals, LLC
July 9, 2019

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Remarks:

We will be investing a great deal of money, time and effort into this venture in order to make it a success. We hope that you will consider us "partners" in the successful launch of the business and look not only to the short term benefits but long term benefits as well.

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PALATKA MUNICIPAL AIRPORT

Lt. Jasper Kennedy "Kay" Larkin Field (28J)

4015 Reid Street, Highway 100
Palatka, Florida 32177

386-329-0148 office
386-329-0106 fax

From: John E. Youell, Airport Manager
4015 Reid Street
Palatka, FL 32177

Aug 7, 2020

Re: Letter of Agreement

To: Mr. Jeff Nations,

As previously discussed, you are approved to rent building W4 at Palatka Municipal Airport on an interim basis until your background investigation is complete and found to be acceptable to the City of Palatka. At that time, a formal lease can be completed.

A monthly rent in the amount of \$827.40 plus tax, for a total of \$885.32, is to be submitted before taking occupancy of the facility.

Signed,


John E. Youell, Manager,
Palatka Municipal Airport

Agreed: Date: 8/10/, 2020

Jeff Nations



Attach. Blank Copy of Commercial Lease (1 ea.)



CITY COMMISSION AGENDA ITEM - 2.

SUBJECT:

PROPOSAL AND REQUEST FOR LEASE on Bldg W-4 (Old Terminal Building) and one-half of Hangar W-9 at Palatka Municipal Airport for operation of a flight school - Daniel Rust and John Berry, Owners, Florida Aviation Professions, LLC - *Tabled on August 8, 2019 to Time Certain*

SUMMARY:

Daniel Rust and John Berry, owners of Florida Aviation Professionals, have made a request for concessions on a lease on Building W-4 and one-half of Hangar W-9 at the Palatka Municipal Airport for the purpose of operating a flight school. Their proposal follows this Summary.

This matter was discussed at the Commission's regular meeting on August 8, 2019 and the matter was tabled to a time certain. A special meeting has been called to take up the matter. Draft minutes of the 8/8/19 discussion follow:

4. **PROPOSAL AND REQUEST FOR LEASE** on Bldg W-4 (Old Terminal Building) and one-half of Hangar W-9 at Palatka Municipal Airport for flight school operation - Daniel Rust and John Berry, Florida Aviation Professions, LLC - Daniel Rust, 462 Sevilla Drive, St. Augustine, said their company is asking for help in starting up their flight school at the Palatka Municipal Airport. They are upgrading their airplanes so they can have the most modern equipment. They've asked for a 50% rent concession for building W-4 & hangar W-9 for the first 6 months of a one-year lease, and normal rent going forward. They hope to be good tenants and hope to work with the school system in the future on STEM education projects.

Commissioner Brown said these gentlemen made this presentation to the AAB; the Board members believe this will be an asset for the Airport, Palatka and Putnam County. They are excited about bringing a flight school to Palatka. This will draw commerce to the area.

Airport Manager John Youell provided credentials for the applicants; both are respected professionals in their field. The rent concessions of \$3,900 will be made up by half in increased fuel sales for the school, which cuts the actual concession request down to around \$2,000. This is a great opportunity to rent the "old terminal building" which has been vacant for a year. Discussion ensued regarding rent for the first six months of the lease. Monthly rent on ½ of the hangar is \$238.14 for the first six months; this would double after first six months. There are two leases; one for the ½ of the hangar to store the aircraft, and one for the old terminal building for the school. Mr. Holmes said "concession" assumes that the full rental is a 'market rate.' Considering the proposed rate, the terminal building would lease at a rate of \$1.70 psf at ½ the rate; it would rent a \$3.39 psf at full rate. Market rate in Palatka is around \$9 psf/month. They are already giving them a concession at \$3.39 per sf. He is not advocating for or against this, but the value isn't going to be in rental proceeds. According to the lease, the City will have to repair the a/c unit at a cost of \$7,000 up front. With no other repairs, this provides negligible cash flow. Per the question, Mr. Youell confirmed that they are paying all of the hangar utilities. The rest of the hangar is being used by a gentlemen who is restoring a MIG-21. Current rental rate for Building W-4 is \$827/month; half would be \$414. Per the question, Mr. Youell said most of the other buildings and hangars are rented. The Terminal Building has been empty for about a year. Mrs. Becker said the total "concession" is \$3,909. As to maintenance on the facility, Mr. Youell said the City would have to replace the a/c unit to be able to rent it to anyone.

Commissioner Campbell suggested they vet the lease provisions further; he supports STEM related activities. There are other entities who can "come to the table." Per the question, Mr. Rust said he flies with students six hours per day; he has a current student base. They already fly out of Palatka. They are currently based in four different airports. They want to consolidate their base to just Palatka. He needs a building for the flight school.

Commissioner Brown moved to draw up a lease with (applicant) for Building W-4 and ½ of Hangar W-9 at ½ rent for first six months, to be entered into provided lease concerns are addressed to the satisfaction of the City. Commissioner Borom seconded

the motion. Mayor Hill said they need to raise their level of insurance coverage; theirs is insufficient for a flight school. They need to insulate themselves. The City needs to vet out several clauses in the contract and give it more legal "teeth." He supports the idea of a flight school. Per Mr. Holmes' questions, the applicant agreed to a prohibition on repair activities on the airport grounds. Mr. Garner said they will research the insurance requirements. Commissioner Borom suggested Mr. Holmes, Mr. Garner and Mayor Hill put together a lease that protects the City. Further discussion took place concerning indemnification/insurance limits and the 1-year proposed term. Mr. Rust said they are open to a multi-year lease. Discussion ensued regarding catastrophic events insurance, i.e. due to a crash. The current proposed lease speaks to premises liability. Mr.

Holmes said he would need to research insurance for operations as it relates to the City.

Following further discussion, Commissioner Brown withdrew her motion, and moved to table the matter to a time certain of the 9/12/19 regular meeting or sooner at a called special meeting. Commissioner Borom seconded the motion. Per discussion, premises liability should also cover the operation. Mr. Holmes will contact St. Johns County to find out what they require. They need to determine if the current insurance applies to a flight operation at the airport. There being no further discussion the question was called and the motion passed unopposed. Because Mr. Rust said they want to open by September 1, there was consensus to call a special meeting on Monday, 6/12/19 at 6:00 p.m. or immediately following the CRA Meeting, which is scheduled for 5:00 p.m.

RECOMMENDED ACTION:

Discussion and possible action to grant a modified lease agreement to Florida Aviation Professionals for Building W-4 and 1/2 of Hangar W-9 at the Palatka Municipal Airport for operation of a flight school.

ATTACHMENTS:

Description	Type
□ Letter of Proposal	Presentation
□ Draft Lease	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	8/9/2019 - 3:41 PM

Daniel Rust and John Berry

462 Sevilla Dr. St. Augustine, FL 32086
Phone: 904-315-7749

► **Ms. Betsy Driggers, Palatka City Manager**

201 N. 2nd St. Palatka, FL 32177

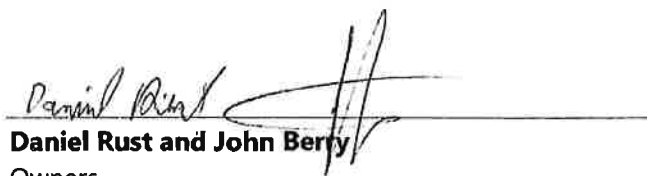
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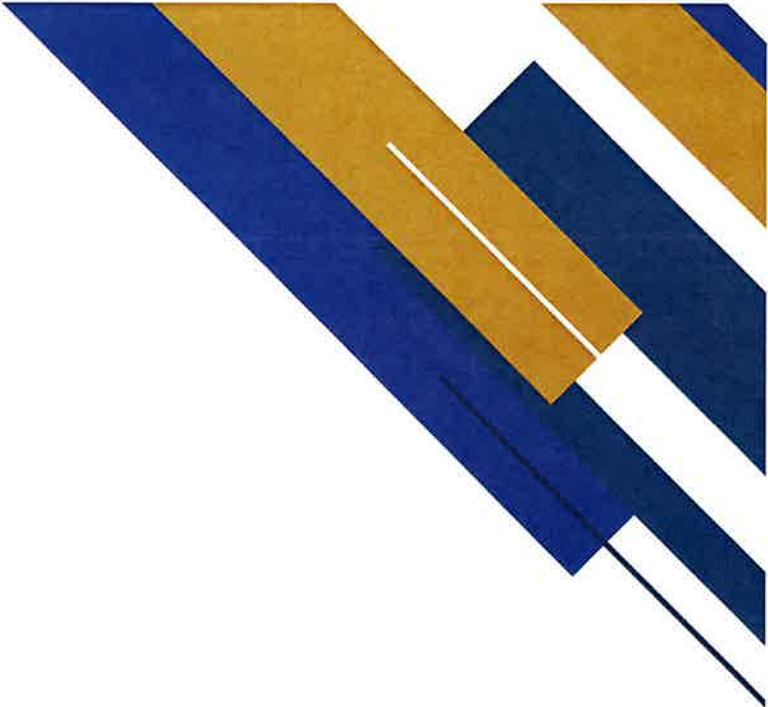
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PALATKA MUNICIPAL AIRPORT

LEASE ASSESSMENT

Palatka Municipal Airport

Lease Assessment

Introduction

The Palatka Municipal Airport (28J) is a general aviation airport 2.3 miles west of Palatka, FL, managed by the City of Palatka. With two active runways, the airport plays a key role in the region's transportation network. The airport's two runways are Runway 9/27 and Runway 17/35, which are 6,003' long and 100' wide and 3,500' long and 75' wide, respectively.

As a city department, the airport utilizes administrative resources to execute some operational duties, including legal services, human resources, and accounting. This is common practice throughout the country. However, certain best practices must be implemented in order to comply with FAA grant assurances.

Currently, the airport has 89 paying lessees, generating approximately \$393,000 in annual income. A breakdown of these agreements can be found in Appendix 1. Most tenants are engaged in month-to-month leases initiated by traditional 12-month agreements that were then automatically converted once the initial lease term expired. While this setup offers flexibility, it also presents challenges, including a lack of long-term security and missed opportunities for adjusting leases to market rates.

Exhibit A: Annual Income Breakdown

Agreement Type	Annual Income	Number of Lessees
Building Rental	\$10,500.00	1 Lessee
Commercial Hangar	\$58,500.00	3 Lessees
Corporate Hangar	\$15,420.00	1 Lessee
Executive Hangar	\$23,040.00	2 Lessees
Facility	\$684.00	1 Lessee
Ground	\$1.00	1 Lessee
Storage Hangar	\$17,820.00	5 Lessees
T-Hangar	\$198,265.44	54 Lessees
T-Hangar Cabin	\$41,917.32	11 Lessees
T-Hangar Corporate	\$15,780.00	1 Lessee
Terminal Office Space	\$7,200.00	1 Lessee
Tie Down	\$3,912.00	8 Lessees

Current Challenges

The airport faces several issues that could impact its financial stability and operations. One of the more significant problems is the reliance on month-to-month lease extensions. Many tenants have been on these short-term agreements for years without any rent adjustments. This can create unpredictable revenue for the airport, which means it is potentially missing out on stable, consistent income. Also, by not adjusting prices on a fixed schedule, the airport is not able to keep rental income aligned with market rates, which could help cover rising maintenance costs or fund improvements.

In addition to the month-to-month leases, the airport is not being compensated for land used by certain facilities on airport property, such as the water wells, the spray field, and the fire station. This results in the airport missing out on revenue and could potentially lead to revenue diversion issues with the FAA. In addition to the uncompensated land use, the airport has a construction material stockpile (e.g., millings), which has been accumulated through grant-funded projects. This material and associated value should be considered airport property and cannot be utilized for projects outside of the airport without proper compensation and approval from the FAA. Unauthorized and uncompensated use of this material can be considered another form of revenue diversion and could lead to further FAA compliance issues.

Exhibit B: Water Wells on Airport Property



Another challenge for the airport is the current lease with the Palatka Skeet Club, Inc., which only requires rent of \$1 per year under a 20-year agreement that began in 2009. This long-term lease at such a low rate limits the airport's ability to generate revenue from valuable land that could be better utilized to support airport operations and development.

Potential FAA Grant Assurance and FAA Policies Issues

As a recipient of FAA grants, the Palatka Municipal Airport is subject to compliance with the FAA's grant assurances, which are obligations that all airports agree to when accepting FAA funds. Assurances address a range of topics, from maintaining a drug-free workplace and ensuring ADA compliance to identifying required audit documents and ensuring airport revenue is used for airport operations and maintenance costs. A complete list of grant assurance can be found in the FAA's Airport Sponsors Assurance document and included in this document as Appendix 2. Based on the assessment of the 28J's current lease agreements, there are a few different grant assurances of which the airport could be found non-compliant, particularly Grant Assurance 24 (Fee and Rental Structure), Grant Assurance 25 (Airport Revenues), and Grant Assurance 26 (Reports and Inspections).

Grant Assurance 24: (Airports) will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

While the airport maintains a rental structure for certain rates, there is no standardized lease in place that allows the airport to increase rent over time or renew leases after an initial period expires. Leaving these agreements as month-to-month leases - the case with most of the airport's current agreements - puts undue uncertainty on the airport's future revenue potential. Also, without a contractual schedule to gradually increase rent over a certain period, the airport may be unable to meet growing annual costs, such as administrative costs, inflation costs, and rising maintenance costs, which can grow exponentially as facilities age.

Grant Assurance 24 states that airports will maintain a fee and rental structure that will make the airport as self-sustaining as possible. 28J's lack of standardization and inability to increase revenue as costs rise can limit its ability to be self-sustaining, which may cause issues with FAA Grant Assurance 24.

In addition to concerns with the current lease structures, the airport is not being compensated for land used by the municipal water wells, fire station, and spray field. This lack of compensation may, once again, lead to compliance issues with Grant Assurance 24. Also, Grant Assurance 26 states that airports should provide annual reports that list in detail “all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.” This statement could imply a reinforcement of FAA policy that airports must be compensated for the services and property they provide.

Grant Assurance 25 states that any revenue generated at the airport must be used to operate or promote the airport, including noise mitigation costs. This grant assurance ensures that airport revenue essentially stays within and funds its budget. If a city uses

airport funds to cover expenses for other operations, fails to compensate the airport for its property or services, or provides services to users outside the airport's property, it could be deemed revenue diversion. The FAA defines revenue diversion in its Policy and Procedures Concerning the Use of Airport Revenue (Appendix 3) in two categories: unlawful and lawful revenue diversion. Lawful revenue diversion is essentially revenue diversion that has been

Grant Assurance 25: All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport.

Grant Assurance 26: (Airports) will...

d. In a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

grandfathered through 49 U.S.C. § 47107(b)(2). Unlawful revenue diversion is “the use of airport revenue for purposes other than the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property.”

While there is an exemption within Grant Assurance 25 and the FAA's Policy and Procedures concerning the use of airport revenue regarding mineral rights at airports, these exemptions must be aligned with several criteria and be granted by the FAA. Further information regarding this

exemption is provided within the FAA's Compliance Guidance Letter (CGL): FAA Implementation of Public Law 112-95 Section 813, Use of Mineral Revenue at Certain Airports (Appendix 4).

Finally, another potential issue that may need addressing is the use and rates associated with properties that are used for non-aeronautical purposes, particularly the Palatka Skeet Club property and the old airport terminal building (W4). The FAA's Airport Compliance Manual (Appendix 5) states that the FAA must approve non-aeronautical use of land. This process is usually conducted via an airport's Airport Layout Plan (ALP) acceptance process. Changes can be made to an airport's ALP via interim updates if certain parcels of land need to be converted from aeronautical land use to non-aeronautical land use. In addition to approving the land use, the compliance manual outlines a policy that any airport land must be utilized for its "highest and best use." The manual defines this as "reasonably probable and legal use of property that is physically possible, appropriately supported, and financially feasible, and that results in the highest value" and outlines several different criteria upon which this decision is based.

The manual also addresses rental rates to ensure that non-aeronautical land is rented at a fair market value. In Section 15.13. Prohibited Uses of Airport Revenue J. Sponsor Non-Aeronautical Use, it states "rental of land to, or use of land by, the sponsor for non-aeronautical purposes at less than fair market value rent is considered a subsidy of local government and is a prohibited use of airport revenue."

Conclusion

Based on this assessment, Palatka Municipal Airport can take several actions to better organize its leases and ensure compliance with FAA grant assurances and ordinances. It is important to note that any recommendations are based on airport best practices and should not be interpreted as legal advice and any concerns regarding compliance should be reviewed by the airport's legal advisors.

Utilizing the assembled detailed lease assessment, the airport should determine tenants that will be converted from a month-to-month agreement to a longer-term lease. Typically, tenants occupying hangars and other facilities are engaged under longer-term leases, while tie-down tenants still utilize month-to-month agreements. However, this could vary depending on the type of hangar and its use (e.g., a space within a community hangar may be better suited for a month-to-month agreement due to the transient nature of community hangars, but a tenant solely occupying a box hangar to store multiple planes may be better suited for a long-term lease).

A standard lease document should be drafted for the long-term leases and month-to-month agreements. These documents should include the necessary provisions to protect the airport and its assets and outline the airport's and the tenant's responsibilities. Typically, leases also call for

tenants to have certain documentation on file with the airport, such as insurance, proof of ownership, and any other relevant information. The FAA has several guidance documents available to assist airports with insurance leases that are compliant and fair.

The airport should develop and formally adopt a rate schedule for the various facilities within the airport property. An initial hangar rent adjustment was completed in November 2023, with rate adjustments based on a regional pricing survey. In early 2024, the airport commissioned an appraisal of its property to establish its real estate fair market value. This adjustment and appraisal should be used as a baseline to develop this new rate schedule. A rate escalation policy can be adopted to ensure the hangar rates increase on an annual schedule and can provide the funding needed to meet rising operating and maintenance costs. An industry standard is to utilize a defined average of historical consumer price index (CPI) data or a specified percentage each year.

Once initiated, leases should be tracked over time to renegotiate and approve renewals before expiring. While lease lengths can vary, it is common for leases to have an established base (e.g., 3 or 5 years) with a defined set of extension options (e.g., two 1-year renewal options). It is important to note that the length and extensions need to be reasonable when compared to the facility being leased and do not allow tenants to lease an asset for an exceedingly long period.

While it is commonly believed that annually increased costs may drive tenants away, many airports have seen that tenants appreciate the organization and the clear outlining of expectations and budgets. While there may be disagreements about the initial rate, most tenants understand the need to increase rent on a defined schedule to ensure the airport's sustainability.

In addition to establishing a standard lease agreement with a lease rate schedule, the airport should also assess its property currently being leased to determine that land leased is being utilized for its highest and best use. An assessment of the Palatka Skeet Club, Inc.'s lease may be necessary to ensure their lease amount complies with FAA guidance. Also, a separate assessment should be conducted of the old terminal building's use and lease. Based on the records provided, there is no written agreement in place for the old terminal building's use. Currently, the building is listed as an aeronautical facility with plans to grow apron space around it. If this is still the case, the airport should lease this facility with an established lease rate and formal lease agreement to an entity that will utilize the access to the airfield and provide some kind of aeronautical use case (e.g., the flight school already on airport property). If the airport continues to allow access to this facility without any formal agreement and/or FAA approval for non-aeronautical activities, the airport risks revenue diversion and acceptable land use compliance issues.

If it is not already in place, the City of Palatka should explore creating specific accounts to collect and track airport revenue and costs. These accounts will keep airport revenue separate from other municipal funds, ensuring there are no revenue diversion issues and providing a clear trail of payments for the airport's land use for water wells, spray fields, and the fire station. This practice can make reporting seamless and provide straightforward answers in the event of any audit questions. The airport should also explore using software to better manage and track lease agreements and payments more efficiently. Several options have been developed for airport fixed-based operators (FBO) that could fit the airport's needs.

Overall, the Palatka Municipal Airport is a well-managed airport that brings a large economic opportunity to the area. By adjusting the lease management practices, the airport can continue to operate and grow more strategically to better serve its tenants and the community.

Appendix 1: Lease Tracker

TYPE	Facility/ Hangar #	Agreement Type	Agreement Status	Lease Copy	Monthly Total	Annual Total
Aeronautical User	W4 96	Building Rentals	Month-to-Month	No	\$ 875.00	\$ 10,500.00
Aeronautical User	W1	Commercial Hangar	Month-to-Month	No	\$ 1,625.00	\$ 19,500.00
Aeronautical User	W2	Commercial Hangar	Month-to-Month	Yes	\$ 1,625.00	\$ 19,500.00
Aeronautical User	W3	Commercial Hangar	Month-to-Month	No	\$ 1,625.00	\$ 19,500.00
Aeronautical User	E4 52	Corporate Hangar	Month-to-Month	Yes	\$ 1,285.00 [1]	\$ 15,420.00
Aeronautical User	W10	Executive Hangar	Month-to-Month	No	\$ 960.00	\$ 11,520.00
Aeronautical User	W9	Executive Hangar	Month-to-Month	No	\$ 960.00	\$ 11,520.00
Aeronautical User	E1	Facility	Active	No	\$ 57.00	\$ 684.00
Non-Aeronautical User	SR	Ground	Active	Yes	\$ 1.00	\$ 1.00
Non-Aeronautical User	N/A	None	None	No	\$ -	\$ -
Non-Aeronautical User	N/A	None	None	No	\$ -	\$ -
Non-Aeronautical User	N/A	None	None	No	\$ -	\$ -
Non-Aeronautical User	W4	None	None	No	\$ -	\$ -
Aeronautical User	E7 81	Storage Hangar	Month-to-Month	No	\$ 330.00	\$ 3,960.00
Aeronautical User	E7 83	Storage Hangar	Month-to-Month	No	\$ 330.00	\$ 3,960.00
Aeronautical User	E6 72	Storage Hangar	Month-to-Month	No	\$ 325.00	\$ 3,900.00
Aeronautical User	W7 8	Storage Hangar	Month-to-Month	No	\$ 250.00 [2]	\$ 3,000.00
Aeronautical User	23	Storage Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W11 91	T Hangar	Month-to-Month	No	\$ 600.00	\$ 7,200.00
Aeronautical User	W11 96	T Hangar	Month-to-Month	No	\$ 600.00 [3]	\$ 7,200.00
Aeronautical User	W11 92	T Hangar	Month-to-Month	No	\$ 400.00	\$ 4,800.00
Aeronautical User	W11 93	T Hangar	Month-to-Month	No	\$ 400.00	\$ 4,800.00
Aeronautical User	W11 94	T Hangar	Month-to-Month	No	\$ 400.00	\$ 4,800.00
Aeronautical User	W11 95	T Hangar	Month-to-Month	No	\$ 400.00	\$ 4,800.00
Aeronautical User	E7 86	T Hangar	Month-to-Month	No	\$ 384.95 [4]	\$ 4,619.40
Aeronautical User	E7 88	T Hangar	Month-to-Month	No	\$ 384.95	\$ 4,619.40
Aeronautical User	E3 41	T Hangar	Month-to-Month	No	\$ 370.00	\$ 4,440.00
Aeronautical User	E3 43	T Hangar	Month-to-Month	No	\$ 370.00	\$ 4,440.00
Aeronautical User	E3 44	T Hangar	Month-to-Month	No	\$ 370.00 [5]	\$ 4,440.00
Aeronautical User	E3 45	T Hangar	Month-to-Month	No	\$ 370.00	\$ 4,440.00
Aeronautical User	E3 46	T Hangar	Month-to-Month	No	\$ 370.00	\$ 4,440.00
Aeronautical User	E3 47	T Hangar	Month-to-Month	No	\$ 370.00	\$ 4,440.00
Aeronautical User	E3 48	T Hangar	Month-to-Month	No	\$ 370.00	\$ 4,440.00
Aeronautical User	E7 85	T Hangar	Month-to-Month	No	\$ 330.00	\$ 3,960.00
Aeronautical User	E4 51	T Hangar	Month-to-Month	No	\$ 305.00	\$ 3,660.00
Aeronautical User	E4 53	T Hangar	Month-to-Month	No	\$ 305.00	\$ 3,660.00
Aeronautical User	E4 54	T Hangar	Month-to-Month	No	\$ 305.00	\$ 3,660.00
Aeronautical User	E4 55	T Hangar	Month-to-Month	No	\$ 305.00	\$ 3,660.00
Aeronautical User	E4 56	T Hangar	Month-to-Month	No	\$ 305.00	\$ 3,660.00
Aeronautical User	E4 58	T Hangar	Month-to-Month	No	\$ 305.00	\$ 3,660.00
Aeronautical User	E4 60	T Hangar	Month-to-Month	No	\$ 305.00	\$ 3,660.00
Aeronautical User	W6 15	T Hangar	Month-to-Month	No	\$ 268.11	\$ 3,217.32
Aeronautical User	E5 61	T Hangar	Month-to-Month	No	\$ 265.00	\$ 3,180.00
Aeronautical User	E5 63	T Hangar	Month-to-Month	No	\$ 265.00	\$ 3,180.00
Aeronautical User	E5 64	T Hangar	Month-to-Month	No	\$ 265.00	\$ 3,180.00
Aeronautical User	E5 65	T Hangar	Month-to-Month	No	\$ 265.00	\$ 3,180.00
Aeronautical User	E5 66	T Hangar	Month-to-Month	No	\$ 265.00	\$ 3,180.00
Aeronautical User	E6 71	T Hangar	Month-to-Month	No	\$ 265.00	\$ 3,180.00

TYPE	Facility/ Hangar #	Agreement Type	Agreement Status	Lease Copy	Monthly Total	Annual Total
Aeronautical User	E6 73	T Hangar	Month-to-Month	No	\$ 265.00	\$ 3,180.00
Aeronautical User	E6 73	T Hangar	Month-to-Month	Yes	\$ 265.00	\$ 3,180.00
Aeronautical User	E6 76	T Hangar	Month-to-Month	No	\$ 265.00	\$ 3,180.00
Aeronautical User	E6 75	T Hangar	Month-to-Month	No	\$ 251.00	\$ 3,012.00
Aeronautical User	W5 22	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W5 24	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W5 25	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W5 26	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W5 27	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W5 28	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W5 29	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W6 12	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W6 13	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W6 14	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W6 16	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W7 17	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W7 2	T Hangar	Month-to-Month	No	\$ 250.00 [6]	\$ 3,000.00
Aeronautical User	W7 3	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W7 4	T Hangar	Month-to-Month	No	\$ 250.00 [7]	\$ 3,000.00
Aeronautical User	W7 5	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W7 6	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W7 7	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W7 9	T Hangar	Month-to-Month	No	\$ 250.00	\$ 3,000.00
Aeronautical User	W6 18	T Hangar	Month-to-Month	No	\$ 243.11	\$ 2,917.32
Aeronautical User	E3 42	T Hangar Cabin	Month-to-Month	No	\$ 480.00	\$ 5,760.00
Aeronautical User	E5 62	T Hangar Cabin	Month-to-Month	No	\$ 325.00	\$ 3,900.00
Aeronautical User	E5 68	T Hangar Cabin	Month-to-Month	Yes	\$ 325.00	\$ 3,900.00
Aeronautical User	E6 78	T Hangar Cabin	Month-to-Month	No	\$ 325.00	\$ 3,900.00
Aeronautical User	W5 21	T Hangar Cabin	Month-to-Month	No	\$ 295.00	\$ 3,540.00
Aeronautical User	W5 30	T Hangar Cabin	Month-to-Month	No	\$ 295.00	\$ 3,540.00
Aeronautical User	W6	T Hangar Cabin	Month-to-Month	No	\$ 295.00 [8]	\$ 3,540.00
Aeronautical User	W6 11	T Hangar Cabin	Month-to-Month	No	\$ 295.00	\$ 3,540.00
Aeronautical User	W7 1	T Hangar Cabin	Month-to-Month	No	\$ 295.00	\$ 3,540.00
Aeronautical User	W7 4	T Hangar Cabin	Month-to-Month	No	\$ 295.00	\$ 3,540.00
Aeronautical User	W6 19	T Hangar Cabin	Month-to-Month	No	\$ 268.11	\$ 3,217.32
Aeronautical User	E7 84	T Hangar Corporate	Month-to-Month	No	\$ 1,315.00 [9]	\$ 15,780.00
Non-Aeronautical User	B-4	Terminal Office Space	Month-to-Month	No	\$ 600.00	\$ 7,200.00
Aeronautical User	N/A	Tie Down	Month-to-Month	No	\$ 489.00	\$ 489.00
Aeronautical User	N/A	Tie Down	Month-to-Month	No	\$ 489.00	\$ 489.00
Aeronautical User	N/A	Tie Down	Month-to-Month	No	\$ 489.00	\$ 489.00
Aeronautical User	N/A	Tie Down	Month-to-Month	No	\$ 489.00	\$ 489.00
Aeronautical User	N/A	Tie Down	Month-to-Month	No	\$ 489.00	\$ 489.00
Aeronautical User	N/A	Tie Down	Month-to-Month	No	\$ 489.00	\$ 489.00
Aeronautical User	N/A	Tie Down	Month-to-Month	No	\$ 489.00	\$ 489.00
Aeronautical User	N/A	Tie Down	Month-to-Month	No	\$ 489.00	\$ 489.00

Appendix 2: FAA Airport Sponsor Grant Assurances



ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



PALATKA MUNICIPAL AIRPORT
Lt. Jasper Kennedy "Kay" Larkin Field (28J)

4015 Reid Street, Highway 100
Palatka, Florida 32177

386-329-0148 office
386-329-0106 fax

From: John E. Youell, Airport Manager
4015 Reid Street
Palatka, FL 32177

Aug 7, 2020

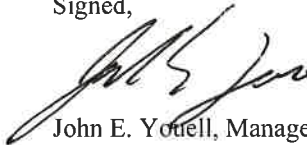
Re: Letter of Agreement

To: Mr. Jeff Nations,

As previously discussed, you are approved to rent building W4 at Palatka Municipal Airport on an interim basis until your background investigation is complete and found to be acceptable to the City of Palatka. At that time, a formal lease can be completed.

A monthly rent in the amount of \$827.40 plus tax, for a total of \$885.32, is to be submitted before taking occupancy of the facility.

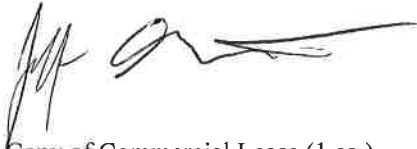
Signed,



John E. Youell, Manager,
Palatka Municipal Airport

Agreed: Date: 8/16/, 2020

Jeff Nations



Attach. Blank Copy of Commercial Lease (1 ea.)

From: daniel rust <daniel@floridaaviationprofessionals.com>

Sent: Thursday, December 12, 2024 12:04 PM

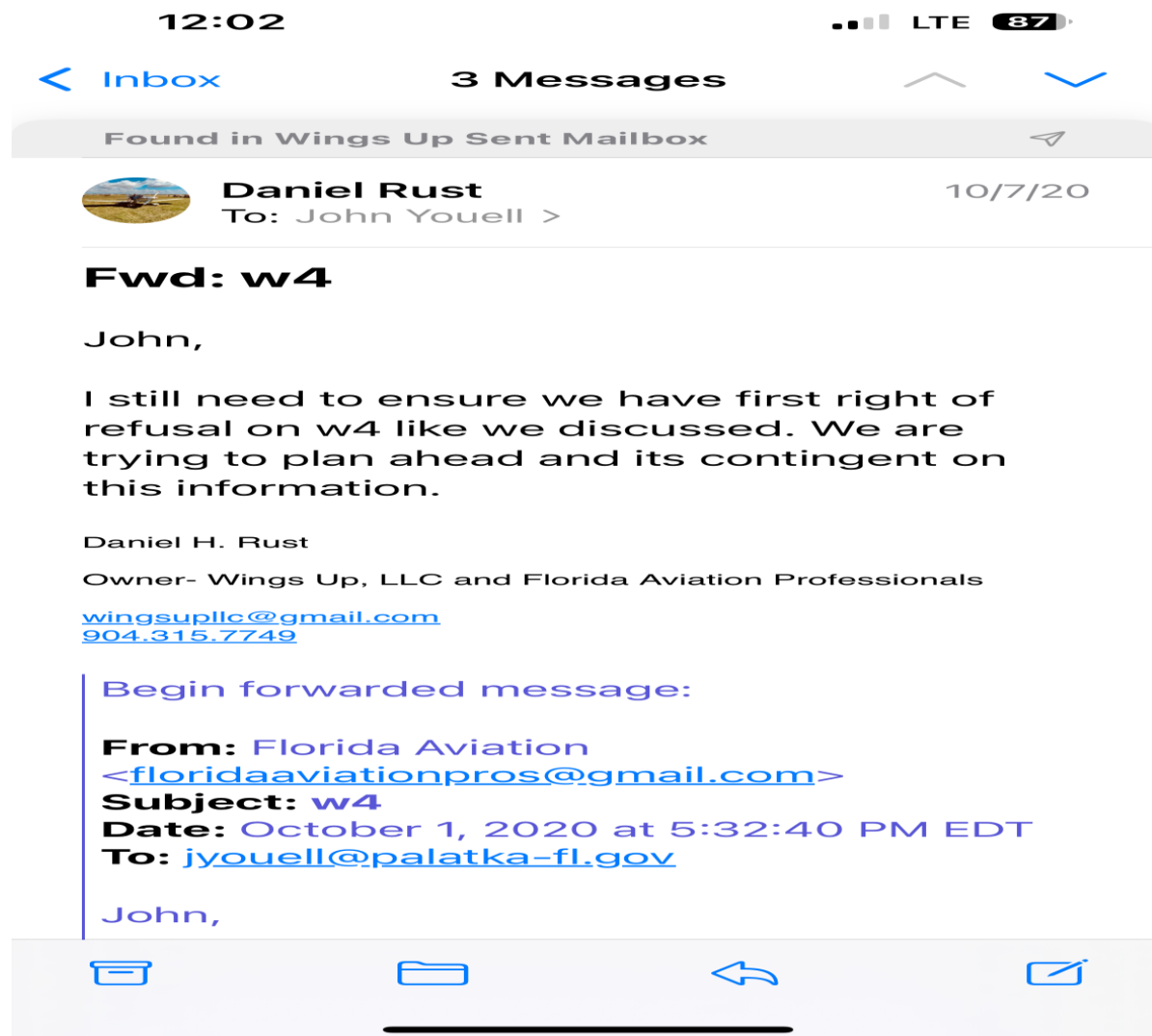
To: Yul McNair <ymcnair@palatka-fl.gov>

Subject: Email screenshots W4

[You don't often get email from daniel@floridaaviationprofessionals.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Mr. McNair,

Find attached the email correspondence from October of 2020 with John Youell.



ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
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.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

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

CHRIS TAYLOR
CHIEF, FIRE DEPT.

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

Mr. Jeff Nations
December 3, 2024

c/o Jeremy Alexander
Douglas Law Firm
117 N. 2nd Street
Palatka, FL 32177

Re: Notice of Termination of Terminal Building Occupancy

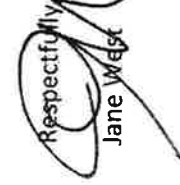
Dear Mr. Nations,

The City of Palatka's administrative and operational staff presence at the Palatka Municipal Airport has grown over the last year, requiring the City to evaluate current non-traditional facility uses at the Palatka Municipal Airport. The City is repurposing the current facility space located in the main terminal building #E2 for City staff use that is currently occupied by the Florida Aviation Professionals flight school.

The City has determined that the highest and best use for building #W4 is for the purpose of an aeronautical activity generator in the form of a flight school. As such, please accept this letter as formal notice of the City of Palatka's intent to terminate the interim letter agreement dated August 7, 2020, for the terminal building #W4 located at the Kay Larkin Airport. We appreciate your cooperation in effectuating this transition by taking the following actions:

1. **Vacate the premises:** The terminal building #W4 must be fully vacated by December 31, 2024.
2. **Return of keys/access cards:** Any keys, access cards, or other property belonging to the City of Palatka must be returned by December 31, 2024.
3. **Settlement of any outstanding payments:** Any remaining rent or charges due under the Agreement must be paid by December 31, 2024.

Please contact Interim City Manager, Marcia Carty, if you have any questions or require further assistance during this transition. We appreciate your cooperation, and the City of Palatka wishes you all the best in your future endeavors.

Respectfully,

Jane West

PHONE: 386-329-0100
201 N. 2nd STREET • PALATKA, FLORIDA • 32177
www.palatka-fl.gov

FAX: 386-329-0106

Florida Aviation Professionals – growth since 2019

By Daniel Rust

Florida Aviation was started in early 2019 by my (now retired) business partner and myself. John was a customer of mine and happened to own an aircraft and was interested in getting training to pursue a second career in flight instruction. I happily helped him with this, and we enjoyed each others company enough that we decided to create a flight school together. I already had a business plan and intentions of starting one in the future, and he had an airplane, so it was a great match! I began teaching any customer I could find in order to get started. I have fond memories of meeting our first few students at various locations, including libraries, coffee shops, or sometimes even the back porch of the airport if the weather was nice. We did not have a hangar or office space at this time, so we had to improvise in order to teach ground school.

After a few hiccups with communications regarding lease agreements, we finally came to the compromise of moving into the office space we are in today. Our customer base began to grow once a legitimate location was established, and I quickly found myself working long days from sunrise to sunset in order to accommodate all of the students. My business partner would do some flights when we had the need, but mainly helped in a big way by coordinating with our customers while I was flying. We made a great team! When John retired, I quickly had to hire help as it was nearly impossible to do everything by myself. I first hired a part time secretary, and 8 months later a second instructor. Shortly thereafter I needed to hire another instructor, and then another. We certainly were an excellent example of the old adage: “if you build it they will come”.

By the end of 2023 we were so busy my “secretary” had practically moved into the role of manager and spent the majority of her time scheduling instructors, coordinating maintenance, reviewing training records, and keeping the accounting in check. It was a real blessing to see such growth in such a short amount of time. In the last year we have continued to grow, and have done our best to use the blessings of our growing company to pour back into the community as much as we can. For example, in 2024 we were able to organize relief flights for cities damaged by our last hurricane season, and successfully moved over 10,000 pounds of necessary food and materials to the affected areas reaching as far as Asheville, NC. We also were able to make an agreement to train high school students in Putnam County as part of their STEM program, which will hopefully put these students on an early track to begin a career in aviation. It is not unusual for us to have 10-12 high schoolers on any given Saturday taking flying lessons at our facility.

Your team at the airport has been extremely accommodating with us throughout the growth process, and we are so thankful you are willing to let us use all of your conference room space on days when our office is overloaded. I hope one day we can find a larger facility to provide even more students with the joy of learning to fly while also helping to increase the proficiency and safety of our local pilots.

This is the story of our growth as best as I can summarize it, I hope it is useful to you! If you’d like to chat more just let me know.

Daniel

**Establishing Chapter 7 of the Municipal Code to create an Airport Ordinance
Airport Ordinance**

STAFF REPORT

DATE: May 28, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Establish the creation of Chapter 7 in the City of Palatka Municipal Code

BACKGROUND

The City of Palatka's municipal airport, 28J – Lt. Kay Larkin Field, was established in 1943 and has been operating continuously since in compliance with FAA standards; however, the City's municipal code currently lacks reference to all matters related to the Airport with the exception of sections under the Planning Chapter related to land use around the airport. A Chapter in the Code related to the Airport is necessary for consistency and transparency;

PROJECT ANALYSIS

The ordinance formalizes and establishes the composition of the Airport Advisory Board (AAB). The AAB will comprised of seven members intended to reflect and provide input to the Airport in a meaningful and substantive manner. Members will consist of one Palatka airport-based licensed pilot tenant, a Putnam County School Board representative, a City of Palatka resident, a Putnam County resident, a Putnam County Chamber of Commerce representative, a representative of one of the ten largest employers in the County, and a City of Palatka business owner. All members must be residents of Putnam, Clay or St. Johns Counties.

Staff Recommendation

Adopt the ordinance.

ATTACHMENTS

1.	Chapter 7 Ordinance (002)
2.	Airport - Chapter 7 Ordinance
3.	JW memo to CM re Boards and Committees 4-23-25

CHAPTER 7 AIRPORT

Sec. 07-01 Jurisdictional and Territorial Limits

- (a) The jurisdictional limits and territorial limits of the City include all the land in the incorporated areas and in addition thereto, all the land known as the City of Palatka Airport, Lt. Kay Larkin Field, lying and being in Putnam County, Florida.
- (b) The police powers of the City extend to the land known as the City of Palatka Airport by the laws enacted by the Legislature of the State of Florida, the Congress of the United States, Executive Orders of the President of the United States and the Charter of the City of Palatka, and the powers transfer to the City, notwithstanding the fact that the real property is not contiguous to the present municipal boundaries.

Sec. 07-02 Rules and Regulations (reserved)

Sec. 07-03. Airport Advisory Board.

- (a) *Established.* There is hereby created an airport advisory board of the City.
- (b) *Purpose.* To facilitate greater community awareness with regard to the airport and local aviation, stimulate positive airport and community growth, and serve as a line of communication between the airport and the local community.
- (c) *Membership; compensation of members.* The board shall be composed of seven members and one city liaison – who shall be the Mayor. All members shall be residents of Putnam, Clay or St. Johns counties. Members shall be appointed by the city commission. Members shall include:
 - (1) A Palatka airport-based licensed pilot aviation tenant;
 - (2) A Putnam County School District representative;
 - (3) A Putnam County Chamber of Commerce representative;
 - (4) A representative from one of the ten largest employers in the county;
 - (5) A City of Palatka resident;
 - (6) A Putnam County resident;
 - (7) A City of Palatka business owner.

Members shall be selected on the basis of their interest in promoting the airport and/or knowledge and expertise on aviation matters, and they shall serve without compensation.

- (d) *Term of members; removal of members; vacancies.*
 - (1) All members are appointed for three-year terms.
 - (2) Members may be reappointed for no more than three consecutive terms.
 - (3) The city commission may remove members at their sole discretion
 - (4) If a vacancy occurs, a new appointment shall be made by the city commission for the unexpired term within 60 days.
- (e) *Officers; meetings.*
 - (1) At their first meeting, the appointed board members shall elect officers, who shall serve for terms of one year.
 - (2) A majority of the members of the board shall constitute a quorum.

-
- (3) All meetings of the board shall be publicly announced and open to the public, with a previously advertised agenda, and all decisions of the board shall be made at such meetings. A public record shall be kept of the board's resolutions, proceedings and actions and made available to the public.
 - (4) The board shall meet at least four times per year at regular intervals at the call of the Airport Manager.
 - (6) The City Manager or the Airport Manager may call special meetings.
 - (f) *Duties.* The board shall serve in an advisory capacity only to the Airport Manager and the City of Palatka on an as-needed basis, without voting or veto power. It shall be the duty of the board to:
 - (1) Make recommendations to the Airport Manager.
 - (2) Participation in regular public meetings and call special meetings.
 - (3) Give all board recommendations in a public forum.

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ESTABLISHING CHAPTER 7 OF THE MUNICIPAL CODE OF THE CITY OF PALATKA, FLORIDA PERTAINING TO THE AIRPORT, ESTABLISHING THE JURISDICTIONAL AND TERRITORIAL LIMITS, RULES AND REGULATIONS AND THE AIRPORT ADVISORY BOARD, PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND SCRIVNER'S ERRORS.

WHEREAS, the City of Palatka's municipal airport, 28J – Lt. Kay Larkin Field, was established in 1943 and has been operating continuously since in compliance with FAA standards; however, the City's municipal code currently lacks reference to all matters related to the Airport with the exception of sections under the Planning Chapter related to land use around the airport. A Chapter in the Code related to the Airport is necessary for consistency and transparency; and

WHEREAS, the Airport Advisory Board was informally established to “facilitate greater community awareness with regard to the airport and local aviation, stimulate positive airport and community growth; serve as a line of communication between the airport and the local community” and is currently served by seven board members and the City of Palatka's Mayor serving in a liaison role; and

WHEREAS, the City of Palatka seeks to formally establish the Airport Advisory Board's role in the municipal code. The Airport Advisory Board will continue to serve in an advisory capacity only to the Airport Manager and the City of Palatka on an as needed basis without voting or veto power; and

WHEREAS, the Composition of the board will comprised of seven members intended to reflect and provide input to the Airport in a meaningful and substantive manner. Members will consist of one Palatka airport-based licensed pilot tenant, a Putnam County School Board representative, a City of Palatka resident, a Putnam County resident, a Putnam County Chamber of Commerce representative, a representative of one of the ten largest employers in the County, and a City of Palatka business owner. All members must be residents of Putnam, Clay or St. Johns Counties; and

WHEREAS, the City Commission of the City of Palatka has determined that the establishment of the Chapter related to the Airport should be adopted and that the formalization of the Airport Advisory Board be set forth therein.

NOW, THEREFORE, BE IT ENACTED BY THE CITIZENS OF THE CITY OF PALATKA, FLORIDA:

The City of Palatka Municipal Code shall designate Chapter 7 of the City's Municipal Code to relate to the Airport. Sections related to the jurisdictional and territorial limits, rules and regulations, the Airport Advisory Board shall be included.

Sections 94-158 through 94-159 related to airport zoning districts shall not be altered as a result of the passage of this Ordinance.

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.

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.

This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 28th day of May 2025.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

	Board/Committee Name	Board Criteria	Legal Authorization	Current members
1	Airport Advisory Board	5-7 Members City Commission to have a liaison member not to be included in total AAB members Members representing Local Pilots Committee Putnam County Chamber of Commerce Commercial Real Estate SJRWMD (later removed) Local Citizen	Authorization unknown	Current members: Jud Neufeld, Chair Wayne McClain Melissa Miller Arthur Billingsley John Browning Mark Litten
2	Board of Zoning Appeals	7 members appointed by the City Commission 5 year terms	Ordinance 1962, 1971, 1975	Current* members: Marcia Lane Allegra Kitchens Vacant Cleveland Hobbs Blanch Rogers Vacant Vacant
3	CATF – Citizens Advisory Task Force	7 members plus advisors 1 CRA member 6 citizen or business owners 4 non-voting advisory members: City Manager City Planning Director City’s Architectural Consultant Private consultant hired by the CM	Resolution 8-39	Current* members: Larry Beaton Wanda Brown Frank Bates Seth Miles Earnest Robinson Allegra Kitchens
4	City Commission	5 members 4 year terms Residency required	City Charter	Current members: Roberta Correa Justin Campbell Rufus Borom Will Jones

				Annie Davis
5	CRA – Community Redevelopment Agency	Commissioners plus Putnam County Commission Representative (4 year term) and Downtown Palatka designee (4 year term)	Resolution 4-12	Current members: Roberta Correa Rufus Borom Will Jones Justin Campbell Annie Davis Walton Pellicer Teresa Jackson
6	CRC – Charter Review Committee	Up to 12 members and 1 alternate Term: until complete Must be City resident or own property in city limits or own business in city limits	Resolution 2024-R-31 (10 members) Resolution 2024-R-35 (12 members)	Current members: Terrill Hill Tiffany Parker Flanders Matt Shuler Tom Dolan Allegra Kitchens Audrey Wise Jeremy Davis Teresa Jackson James Norwood Leigh Rion Annie Svetlik
7	Firefighters Pension Board	5 member board 4 year terms 2 individuals who are legal residents of the City of Palatka selected by CC 2 FT firefighters 1 individual chosen by a majority of the previous 4 members	Ordinance 10-01 Code Sec. 2-250.25	Current members: Mark Lynady Alex Romero Asst. Chief Chad Branford Cpt. Kenneth Sugden Vacant
8	General Employees Pension Board	5 member board 4 year terms City Manager 2 individuals selected by CC 1 FTE of the City 1 individual chosen by a majority of the previous 4 members	Ordinance 89-8 and 94-16 Code Sec. 2-185	Current members: Marcia Carty Allen Bush Peter Kojakas Avery Hunter Brett Dennis
9	Historic Preservation Board	7 member board appointed by commissioners 3 year terms	Ordinance 82-8 and 83-7	Current members: Breanna Pearce Elizabeth van Rensberg

		Board members SHALL include: An architect N. Historic District property owner S. Historic District property owner A representative from the Putnam County Historical Society A contractor A real estate broker An attorney		Allen Sheffield Timothy Jefferson Megan Beville Patti Vogt Christopher Hollister Mary Jane Rosa (alternate)
10	Library Board	9 member board 4 board members are recommended by the City of Palatka for appointment by Putnam County 2 consecutive term limit	Ordinance 95-35	Current members: Sydney Breton (2 nd term) Elizabeth Bacon-Smith (2 nd term) Yvette Jones (1 st term)
11	Palatka Gas Authority	5 member board 3 year terms Must be record owner of property in the City	City Charter & Ordinance 16-03	Current members: Jud Neufeld Chip Laibl Rev. James Vickers Bryan Screen Marc Spalding
14	Planning Board	9 member board appointed by the CC 3 year terms No residency requirement	Ordinance	Current members: Edie Wilson George DeLoach Chase Barnes Ed Killibrew Earl Wallace Andrew Burnett Vacant Vacant Vacant
15	Palatka Housing Authority	5 member board 4 year terms	Created by legislative act F.S. 421.04	Current members: Dr. Gilbert Evans Sharon Williams Christine Bolden Sharon Spell Will Jones – CC liaison
16	Police Pension Board	5 member board 4 year terms	Ordinance Code Section 2-250.260	Current members: Chief Jason Shaw

		2 individuals who are legal residents of the City of Palatka selected by CC 2 FT police officers elected by a majority of active FT police officers 1 individual chosen by a majority of the previous 4 members		Asst. Chief Matt Newcomb Vacant Roberta Correa James Norwood
17	TIFAC – Tax Increment Fund Advisory Committee	5 member board Appointed by CC	Authorization unknown	Current members: Desiree Akins John Vanderwerf Wayne McClain James Norwood LaSandra Williams
18	Tree Committee	7 member board, 6 citizens and 1 non-voting commission liaison Appointed by Mayor	Ordinance 98-6 Code Section 94-293	Current members: Keith Valentine (Chair) Carolyn Smith Earl Wallace Julio Perez Vacant Blake Josephson Will Jones (CC liaison)

*current members may not have met in several years.