

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
July 24, 2025 at 6:00 PM

1. CALL TO ORDER

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

2. APPROVAL OF MINUTES

- a. June 4, 2025
- b. June 18, 2025
- c. June 26, 2025

3. PUBLIC RECOGNITION/PRESENTATIONS: (SPEAKERS LIMITED TO FIVE MINUTES)

- a. IN THE SPOTLIGHT - Employee of the Month
- b. Take Stock in Children Mentoring Presentation
- c. Legislative Update -- Becker
- d. Jeff Nations request for lease of W4 Terminal Building at Kay Larkin Airport
- e. Skeet Club lease status at Kay Larkin Airport by Alex Sharp

4. CITY MANAGER AND ADMINISTRATIVE REPORTS

- a. Administrative Leave Policy
- b. Airport Operations Update
- c. Splash Pad Update
- d. June 2025 Financial Report

5. PUBLIC COMMENTS

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

6. DISCUSSION/DIRECTION

- a. Blue Crab Festival

7. CONSENT AGENDA

- a. James Norwood - Reinstate Police Pension/Retirement Board
- b. ADOPT RESOLUTION 2025-R-84 authorizing the execution of a Federal Aviation Administration (FAA) grant agreement 3-12-0061-041-2025 \$95,308.75 (95%), and Florida Department of Transportation (FDOT) grant FM#441842-5-28J in the amount of \$5,017 (5%) for a total project cost \$100,325.75 to complete Phase 1 Final Design for the Taiway "Echo" Project.
- c. ADOPT RESOLUTION 2025-R-94 AUTHORIZING THE PURCHASE AND INSTALLATION OF A CONTROL PANEL AND VARIABLE FREQUENCY DRIVES (VFDs) FOR THE REUSE WATER IRRIGATION PUMP SYSTEM AT THE GOLF COURSE FROM POWER AND PUMPS AS A SOLE SOURCE PROVIDER
- d. ADOPT RESOLUTION 2025-R-86 Granting a Special events permit to Community Affairs for the Back-to-School Bash which will be held on August 8th from 4-6pm with the setup being 3-4.
- e. ADOPT RESOLUTION 2025-R-87 granting a special events permit to Stephanie Curry for Chez Sunday " A Day of No Violence." Event will be held at Jenkins.
- f. ADOPT RESOLUTION 2025-R-88 Authorizing the City of Palatka to join with the State of Florida and Other Local Governmental Units as a Participant in the Florida Memorandum of Understanding and Formal Agreements Implementing a Unified Plan on the Federal Opioid Litigation Class Action Lawsuit
- g. ADOPT RESOLUTION 2025-R-89 A Resolution of the City of Palatka, Florida, in solidarity with other Municipalities, Organizations, and Citizens of Putnam County, calling attention to the expiration of Enhanced Affordable Care Act Tax Credits (ACCA) in December 2025 and affirming the need for a unified community voice in a grossly underrepresented district.
- h. ADOPT RESOLUTION 2025-R-91 OF THE CITY OF PALATKA, FLORIDA, APPROVING AND ACCEPTING RESTRICTIVE COVENANTS IN CONNECTION WITH STATE HISTORIC PRESERVATION GRANT FUNDS FOR THE BRONSON MULHOLLAND HOUSE REHABILITATION PROJECT, GRANT NO. 25.H.SC.100.017
- i. ADOPT RESOLUTION 2025-R-92 OF THE CITY OF PALATKA, FLORIDA, APPROVING AND ACCEPTING RESTRICTIVE COVENANTS IN CONNECTION WITH STATE HISTORIC PRESERVATION GRANT FUNDS FOR THE ROBERT H. JENKINS, JR. MEMORIAL GYMNASIUM PROJECT, GRANT NO. 23.S.AA.900.078
- j. Adopt Resolution 2025-R-95 Awarding ITB 2025-04 – Northside Water Main Improvements to DB Civil Construction, LLC in the Amount of \$8,824,732.60 as the Lowest Responsive and Responsible Bidder. (100% Grant funded).
- k. ADOPT RESOLUTION 2025-R-96 AUTHORIZING ENTERING INTO A PIGGYBACK CONTRACT WITH THOMAS MAY CONSTRUCTION, INC. FOR THE PUBLIC WORKS FACILITY DESIGN-BUILD CONTRACT IN THE AMOUNT OF \$996,438.96.
- l. AUTHORIZING THE EXECUTION OF A BUDGET AMENDMENT FOR FISCAL YEAR 2024-2025 TO CARRY FORWARD APPROPRIATIONS PREVIOUSLY AUTHORIZED UNDER RESOLUTION 2024-R-77

8. REGULAR BUSINESS

- a. Recess for 10 minutes.

9. PUBLIC HEARINGS

- a. ADOPT RESOLUTION 2025-R-93 Annual public hearing and annual consideration of non-ad valorem assessments to partially fund the cost of continual readiness and availability of fire protection services
- b. Second Reading: ORDINANCE 2025-23 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA COMMERCIAL, NEIGHBORHOOD

DISTRICT (C-1A) TO CITY OF PALATKA SINGLE FAMILY (R-1) FOR THE FOLLOWING PROPERTY LACATED AT 2405 PRESIDENT STREET PALATKA FLORIDA 32177, PARCEL 12-10-26-0820-0010-0030 PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

- c. ORDINANCE NO. 2025-24 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA RESIDENTIAL HIGH (RH) TO CITY OF PALATKA CONSERVATION DISTRICT (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 ALL OF BLK (EX DIV A, OF LOT 8 BK243 29 OR34 P432, OR171 P495, EX ESMT OR1443 P854, EX ESMT DOT OR1444 P1911), PARCEL 42-10-27-6850-1460-0083, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA.
- d. ORDINANCE NO. 2025-25 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL (R-3) TO CITY OF PALATKA CONSERVATION (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 ALL OF BLK (EX DIV A, OF LOT 8 BK243 29 OR34 P432, OR171 P495, EX ESMT OR1443 P854, EX ESMT DOT OR1444 P1911) PARCEL 42-10-27-6850-1460-0083
- e. ORDINANCE NO. 2025-26 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA RESIDENTIAL HIGH (RH) TO CITY OF PALATKA CONSERVATION DISTRICT (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 DIV A OF LOT 8, PARCEL 42-10-27-6850-1460-0081, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA
- f. ORDINANCE NO. 2025-27 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL (R-3) TO CITY OF PALATKA CONSERVATION (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 DIV A OF LOT 8 PARCEL 42-10-27-6850-1460-0081
- g. ORDINANCE NO. 2025-28 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA RESIDENTIAL HIGH (RH) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS DISTRICT (PBG) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, ALL OF BLK 151 (TURNING LANE-, HWY 20 ONTO OSCEOLA ST) & ADJ, CLOSED FORWARD ST BK243 P291, PARCEL 42-10-27-6850-1510-0000, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA
- h. ORDINANCE NO. 2025-29 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL (R-3) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS (PBG-1) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, ALL OF BLK 151 (TURNING LANE-, HWY 20 ONTO OSCEOLA ST) & ADJ, CLOSED FORWARD ST BK243 P291 PARCEL 42-10-27-6850-1510-0000.
- i. ORDINANCE NO. 2025-31
AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 16-10-26-0000-0240-0013 , S1/2 OF NE1/4 OF NW1/4 OR1715 P589, KELLEY SMITH SCHOOL ROAD, PALATKA, FLORIDA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA.
- j. ORDINANCE NO. 2025-32

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED (LESS THAN 50 ACRES IN SIZE) FROM PUTNAM COUNTY PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) AND URBAN RESERVE (UR) TO CITY OF PALATKA PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) FOR THE FOLLOWING PROPERTY: KELLEY SMITH SCHOOL ROAD, PALATKA, FLORIDA 32177, S1/2 OF NE1/4 OF NW1/4 OR1715 P589 PARCEL 16-10-26-0000-0240-0013, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA

k. ORDINANCE NO. 2025-33

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY AGRICULTURAL (AG) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS (PBG-1), FOR THE PROPERTY LOCATED AT KELLEY SMITH SCHOOL ROAD PALATKA, FLORIDA 32177, PARCEL 16-10-26-0000-0240-0013

l. ORDINANCE NO. 2025-34

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 16-10-26-0000-0200-0000, E1/2 OF S1/2 OF N1/2 OF NE, 1/4 OF NW1/4, SE1/4 OF NE, 1/4 OF NW1/4 (EX OR462 P716 OR468 P472 OR469, P1985 OR543 P658) 221 ROUND LAKE ROAD, PALATKA, FLORIDA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA.

m. ORDINANCE NO. 2025-35

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED (LESS THAN 50 ACRES IN SIZE) FROM PUTNAM COUNTY PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) AND URBAN RESERVE (UR) TO CITY OF PALATKA PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) FOR THE FOLLOWING PROPERTY: 221 ROUND LAKE ROAD, PALATKA, FLORIDA 32177, E1/2 OF S1/2 OF N1/2 OF NE, 1/4 OF NW1/4, SE1/4 OF NE, 1/4 OF NW1/4 (EX OR462 P716 OR468 P472 OR469, P1985 OR543 P658), PARCEL 16-10-26-0000-0200-0000, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA.

n. ORDINANCE NO. 2025-36

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY UNINCORPORATED AGRICULTURAL ESTATE (AE) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS (PBG-1), FOR THE PROPERTY LOCATED AT 221 ROUND LAKE ROAD PALATKA, FLORIDA 32177, PARCEL 16-10-26-0000-0200-0000

o. ORDINANCE NO. 2025-37

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 02-10-26-0000-0420-0000, LOCATED AT 0 MOODY ROAD, PALATKA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA

p. ORDINANCE NO. 25-38

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM PUTNAM COUNTY URBAN SERVICES (US) TO CITY OF PALATKA RESIDENTIAL HIGH (RH) FOR THE FOLLOWING PROPERTY: 0 MOODY ROAD PALATKA, FLORIDA 32177, PT OF S1/2 OF NW1/4 OR287 P201, OR347 P432 (EX OR292 P918 OR604, P730 OR613 P1789 OR962 P12); AND PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

q. ORDINANCE NO. 25-39

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY LIGHT INDUSTRIAL (IL)

TO CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL WITH A PLANNED UNIT DEVELOPMENT
OVERLAY (R-3/PUD) FOR THE FOLLOWING PROPERTY: 0 MOODY ROAD, PALATKA, FL 32177, PT OF
S1/2 OF NW1/4 OR287 P201, OR347 P432(EX OR292 P918 OR604, P730 OR613 P1789 OR962 P12)
PARCEL 02-10-26-0000-0420-0000

10. COMMISSIONER COMMENTS

11. ADJOURN

Upcoming Events July 25, 2025, Uplift Gospel Music 6:00-9:00 p.m. July 28, 2025, Firefighters Negotiation 9:30 a.m. August 5, 2025, Planning Board Meeting 4:00 p.m. August 5, 2025, 5:30-8:00 p.m. National Night Out August 6, 2025, Commission Workshop 5:00 p.m. August 7, 2025, Historic Preservation Board Meeting 4:00 p.m. August 8, 2025, Back to school bash 4:00–6:00 p.m. August 8, 2025, Run it Back R & B Music 6:00-10:00 p.m. August 11, 2025, CRA Meeting 5:00 p.m. August 19, 2025, Special Magistrate 1:30 p.m. August 27, 2025, CRA/Commission Workshop 5:00 p.m. August 28, 2025, Commission Meeting 6:00 p.m.	Board Vacancies Library Board: 1 Vacancy Planning Board: 1 Vacancy Tree Board: 1 Vacancy Police Pension Board: 1 Vacancy Firefighters Pension Board: 1 Vacancy Board of Zoning Appeals: 3 Vacancies
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Regular meetings 2nd and 4th Thursdays of each month at 6:00 PM

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Commission Workshop Minutes June 4, 2025

Invocation

Commissioner Campbell led the invocation.

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Borom

Roll Call

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

Public Comment

There was no public comment at this time.

Regular Business

Ms. Carty addressed the Commission with Revenue Maximization. The workshop continued with a focus on revenue maximization and diversification, as well as leveraging existing assets. Her key points were the historical context and how Palatka's rich history and past economic drivers were highlighted, noting its historical size compared to Jacksonville. The current population is over 11,000 and the expected growth with an additional 1,000 residents in a new district. Growth numbers are based on census data and planning department projections from development requests and expected residential buildings within the next 18 months. Ms. Carty stated embracing future developments would need to be addressed like housing influx, enhance quality of life, and prepare for significant infrastructure development (water, sewer, roads).

Projects: Currently she is managing 60 projects, with many grants starting or underway and the water quality has significantly improved in nine months.

The Budget Priorities (City-wide) would be to align with the city's mission, vision, and values (Accountability, Service, Honesty, Integrity, Professionalism - SHIP).

Reviewing city-owned properties that have not been generating revenue. The strategic planning, including analysis of water and wastewater reclamation, social inclusion, public safety, and grant opportunities. Replacement and expansion of water lines, cleaning streets, repairing potholes, sidewalk and pavement management, and street sign replacement. Utilizing theGIS system for infrastructure management and flooding mitigation.

Public Services & Community Engagement by improving communication with communities (email, website updates). Increasing opportunities for small business growth and development. Revitalization of business buildings and developing family entertainment options.

Discussion on the fire assessment fees and the possibility of providing relief to property owners. Current fees generate approximately \$2 million, directly allocated to the fire department (55-58% of its budget). Reducing the fee by \$200 per taxable property (3,900 properties) would result in a \$780,000 reduction in revenue that would need to be offset elsewhere. Department heads have been asked to reduce operating budgets by 5% in anticipation of this review. The importance of fully funding the fire department, given the city's growth and increased demand for services, was emphasized.

Motion to Adjourn: Commissioner Jones moved to adjourn. Commissioner Davis seconded the motion.

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Commission Workshop Minutes June 18, 2025

Invocation

Commissioner Borom led the invocation.

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Davis

Roll Call

Mayor Correa, Commissioner Davis, and Commissioner Borom were present. Commissioner Campbell was present via Zoom. Commissioner Jones was absent.

Public Comment

There was no public comment at this time.

Regular Business

Presented by: Jared Porter, Regional Treasury Officer, Ameris Bank introduced banking solutions that will improve the City's cash flow, strengthen fraud protection, eliminate fees, and generate additional interest income

Banking Structure Recommendations

Ameris recommends converting the City's current banking structure into a Net Interest **Checking**

Projected earnings: Approx. \$53,000 per year, based on a \$24 million deposit balance and current activity levels.

Treasury Management Enhancements

Remote Deposit Scanner: Enables the City to deposit checks directly from the office. Funds are available the next business day. ACH Positive Pay & Check Positive Pay:

These fraud protection tools alert the City to unauthorized electronic debits or altered checks.

City staff will review and approve questionable transactions before processing.

Result: No monthly service fees, thanks to the combination of earnings credit and fraud protection solutions.

Corporate Purchasing Card (P-Card) Program

Ameris has pre-approved the city for a \$350,000 credit limit. This program allows vendor payments via card instead of checks.

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

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FAX: 386-329-0106

Benefits: Up to 35-day float before funds leave the City's account Estimated \$13,000 in annual rebates Improves cash flow and reduces check issuance. Encourages payment within net-30/net-45 terms for potential vendor discounts

Commission Feedback & Clarifications Commissioners inquired about credit card surcharges and vendor incentives for early payments. Ameris confirmed the rebate and interest credit are two distinct revenue sources. Staff acknowledged the need to manage vendor relationships as part of the card rollout.

Budget Draft Overview

Ms. Carty gave an overview for Department presentations that are prepared and ready. The current budget draft is between \$55M and \$59M. Salaries reflect existing staffing levels and union-negotiated increases. Budget figures will be refined further as the process continues.

City Clerk

Karen Hayes presented the budget for the city clerk. A recommendation was made for Karen Hayes to provide a more detailed comparison chart or summary of: Vendors considered, Pros/cons of each and Why Next Request is the best fit.

Human Resources

Director Virginia Jones presented the Human Resources budget. Ms. Jones spoke about the leadership program and the intern program.

Fire Department Budget

Chief Chris Taylor presented the fire department budget. Chief Taylor stated he is fully staff right now and spoke about the achievements the fire department has made.

Police Department Budget

Chief Jason Shaw presented the Police Department budget. He stated the staff study was completed, and he is expecting the results by the end of July. Chief Shaw explained the crime stats are down by 3%

Cultural Resources

Director Eddie Cutwright presented the Cultural Resources budget. Mr. Cutwright spoke about the achievements his department had this past year and the goals they would like to achieve. He also stated the Price Martin Center will be down for a while to get it ready for hurricane season. Mr. Cutwright spoke about the Jenkins gym, recreation, and parks.

Public Works

Director Joe Verrechio presented the public works presentations. Ms. Amanda Turbeville explained the Cemetery Items to the Commission. Mr. Verrechio spoke about the Utility Department and explained the achievements and the upcoming goals.

Mr. Verrechio introduced Superintendent Mr. Chandler for the sanitation department. Mr. Chandler gave the budget presentation to the Commission. He discussed the budgeting process with personnel as well as the Capital Budget. Mr. Chandler also explained the Fleet Budget and gave the Commission the presentation.

Mr. Verrechio introduced Superintendent Eli Higginbotham. Mr. Higginbotham presented the budget presentation to the Commission. He explained the operating budget and the decision units.

Mr. Verrechio introduced Superintendent Shawn Bruneau. Mr. Bruneau presented the water treatment plant budget presentation. He explained the budget from last year and the decrease of the budget this year.

Mr. Verrechio introduced Superintendent Brian McCann. Mr. McCann presented the Reclamation Facility budget presentation to the Commission. He explained Winn Dixie station as been upgraded and now they are working towards Moody Road. Mr. McCann explained the operating budget and the capital budget. He also went over his discussion units.

Adjourn

The workshop was adjourned by Commissioner Davis and Commissioner Borom.

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Commission Meeting Minutes June 26, 2025

Invocation

Pastor Mullberry led the invocation.

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Campbell

Roll Call

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

Approval of Minutes

May 22, 2025, May 28, 2025

Commissioner Campbell moved to approve the minutes of the May 22, 2025, and May 28, 2025, meetings. Commissioner Jones seconded the motion. Motion passed unanimously

Public Recognitions/Presentations

Employee of the Month:

Ms. Jones announced Todd Tuley as the Employee of the Month.

Florida League of Cities Home Rule Hero:

Mayor Correa announced Commissioner Borom as a recipient of the Home Rule Hero award and read the accompanying press release.

Pride Month Proclamation:

Mayor Correa read the Pride Month Proclamation.

Commissioner Campbell moved to approve the proclamation. Commissioner Davis seconded. Motion passed unanimously

Mayor Wilford Merriam Proclamation:

Mayor Correa read a proclamation in honor of Mayor Wilford Merriam.

Vote: Commissioner Campbell moved to approve the proclamation. Commissioner Davis seconded. Motion passed unanimously.

City of Palatka Leadership Academy 2025 Graduating Class:

Dr. Joe Saviak presented certificates to the graduating class:

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Raymond Brown, Eugene Cobbs, Carlos Dominguez-Brito, Bryce Ellis, Robert Evans, Raymond Hirniak, Avery Hunter, Courtney James, Demetrius Johnson, Rebecca Jones, David Lazo, Colten Lee, Cymone Mirabel, Ben Parrish, Jennifer Pennington, Andrew Powell, Karl Starling, Sean Wilt, and Kristin Odom.

City Manager and Administrative Reports

Playground Equipment Update:

Provided by Joe Verrechio.

Water Quality Report:

Delivered by Shawn Bruneau.

Palatka Gas Authority - June 5, 2025, Minutes:

Summary presented by Ms. Carty.

City Manager Verbal Report

Ms. Carty talked about the homeless shelter and have identified areas that might work.

Ms. Carty explained there was a Blue Crab festival meeting and felt it was most important to bring it to the Commission for direction.

Ms. Carty gave an update on the Airport Advisory Board. She stated the draft Ordinance was handed out to the advisory board members and the city did receive some feedback. The final ordinance will be on the Agenda for the July meeting.

Commissioner Jones inquired whether a motion could be made to issue a cease-and-desist order. The representing attorney responded, stating: "You can make a motion and a second and take a vote if you'd like. I think, from what I've heard, is that the consensus at least from the commissioners who have been speaking is to send the cease and desist." Despite the discussion, no motion was made regarding the cease and desist action.

Vote: Commissioner Davis moved to add an emergency item to the agenda to address the airport. Commissioner Borom seconded the motion which passed unanimously.

Vote: Commissioner Davis moved that the city manager and the city attorney continue to move forward with the process that's already in place in dealing with the compliance issues at the airport and the commission be provided an update by July 7, 2025. Commissioner Campbell seconded the motion. Roll call was taken, Commissioner Davis, aye, Commissioner Campbell aye, Commissioner Jones nay, commissioner Borom nay, Mayor Correa nay. Motion failed 3-2.

Vote: Commissioner Borom moved to have the City Manager continue with the current consultant, or the plan that you currently have, as it relates to the airport that would not cause legal issues. Commissioner Jones seconded the motion. Roll call was taken Commissioner Davis nay, Commissioner Campbell nay, Commissioner Jones aye, Commissioner Borom aye, Mayor Correa nay. The motion failed 3-2.

Budget vs. Actual Revenues & Expenditures (as of May 31, 2025):

Report presented by Ms. Carty.

Annual Financial Report (FY Ending September 30, 2024):

Presented by Ms. Carty.

Public Comments

Mr. Chris from Middleburg stated he was a vendor at the Blue Crab festival and complained the check he was given had bounced.

Commission and Staff Response

Commissioner Borom and Commissioner Campbell commented on the gentleman's concerns and explained the event was not a City Run event. It was also explained that the city was a sponsor for the event.

Consent Agenda

Vote: Commissioner Campbell moved to approve the consent agenda. Commissioner Davis seconded the motion. Roll call was taken, Commissioner Borom, aye; Commissioner Jones, aye; Commissioner Campbell, aye; Commissioner Davis, aye; Mayor Correa, aye. The motion passed unanimously.

Regular Business

Street Light Cost Analysis

Vote: After a discussion Commissioner Campbell moved to allow finance to work on a source that would allow us to do the F1 lighting improvement in one phase. Commissioner Jones seconded the motion. Roll call was taken, Commissioner Davis, aye; Commissioner Campbell, aye; Commissioner Jones, aye; Commissioner Borom, aye; Mayor Correa, aye. The motion passed unanimously.

RFP Selection for IT

Vote: Commissioner Davis moved to approve the city manager to move forward with contractor Inspired Technologies as the IT service provider. Commissioner Campbell seconded the motion. Roll call was taken, Commissioner Borom, aye; Commissioner Jones, aye; Commissioner Campbell, aye; Commissioner Davis, aye; Mayor Correa, aye. The motion passed unanimously.

Discussion/Direction Blue Crab Festival

Ms. Carty gave a brief overview of the Town hall meeting on the Blue Crab subject.

Public comment

Ms. Kitchens stated the city should let it go next year so they can build it back and let the volunteers have it back. She also stated no RFP let the local volunteers do it.

Ms. Hughs stated she would like to volunteer to run the Blue Crab Festival for next year. She feels that that the city doesn't need to take a full year off. If there are enough volunteers to start, she can get the process moving forward.

After a discussion, the Commission decided to have the Commission send to the City Manager what information the Commission will need to have to make a formal decision by July 7, 2025. Commissioner Borom asked for, from the City Manager, the town hall meeting report

Public Hearings

Ordinance 2025-22 & 2025-23

Future Land Use and Zoning Map amendments for 2405 President Street.

Vote Commissioner Campbell moved to approve both ordinances. Commissioner Davis seconded. Roll call was taken, Commissioner Davis, aye; Commissioner Campbell, aye; Commissioner Jones, aye; Commissioner Borom, aye; Mayor Correa, aye. The motion passed unanimously.

Postponement of Items C–H

Mr. Aghemo requested a continuance due to the late staff report.

Vote: Commissioner Campbell moved to continue items C–H to the July 24, 2025, meeting. Commissioner Borom seconded. Roll call was taken, Commissioner Davis, aye; Commissioner Campbell, aye; Commissioner Jones, aye; Commissioner Borom, aye; Mayor Correa, aye. The motion passed unanimously.

Ordinance 2025-30

Vacation and abandonment of a portion of Napoleon Street ROW.

Vote: Commissioner Campbell moved to approve. Commissioner Jones seconded. Roll call was taken, Commissioner Davis, aye; Commissioner Campbell, aye; Commissioner Jones, aye; Commissioner Borom, aye; Mayor Correa, aye. The motion passed unanimously.

Adjourn

Commissioner Campbell moved to adjourn. Commissioner Jones seconded the motion.



WELCOME

TODAY'S PRESENTATION



- ◆ Goodwill Industries of North Florida
- ◆ Take Stock in Children (TSIC)
- ◆ TSIC Success & Impact
- ◆ Target Population
- ◆ Demographics
- ◆ Success
- ◆ How can you help?





GOODWILL
INDUSTRIES OF NORTH FLORIDA

OUR MISSION

Goodwill Industries of North Florida is a local, not-for-profit organization that removes barriers to employment through training, education and career opportunities for the communities we serve.





1902

- ◆ Founded in 1902 by Edgar J. Helms
- ◆ Rev. Helms was a Methodist Minister to the poor and unfortunate in need in Boston's South End
- ◆ Went door-to-door with burlap sacks and asked for unwanted clothing, shoes, and household items

A light gray map of the United States and Canada is shown. Numerous small blue dots are scattered across the map, representing the locations of Goodwill offices. The dots are more densely clustered in the eastern half of the United States and in the western United States, with fewer dots in the central and northern regions of Canada.

154

GOODWILLS
THROUGHOUT
U.S. AND CANADA



GOODWILL
INDUSTRIES OF NORTH FLORIDA



DONATIONS FUEL OUR MISSION

90 CENTS OF EVERY DOLLAR SPENT IS TOWARD MISSION!

GOOD CAREERS



TAKE STOCK IN CHILDREN



Take Stock in Children, Inc. (TSIC) is a nonprofit mentoring, college success, and college scholarship organization dedicated to transforming Florida, one student at a time. Working statewide throughout Florida, our mission is to break the cycle of poverty for low-income, underrepresented, academically qualified students by providing opportunities for degree attainment through post-secondary education.



TSIC SUCCESS FORMULA



Deserving Low Income Student

- Student signs performance contract
- Student remains crime and drug-free
- Student maintains a min. 2.0 GPA & graduates high school



College Success Coach (CSC)

- Academic and behavioral monitoring
- Individualized intervention and remediation
- College readiness, college transition & retention support services



Family

- Review report cards
- Communicate with school and CSC



Mentor

- Weekly volunteer mentoring
- Encouragement
- Guidance
- Support
- Commitment



School

- education, tutoring services, support CSC and mentors, communicate with parents.

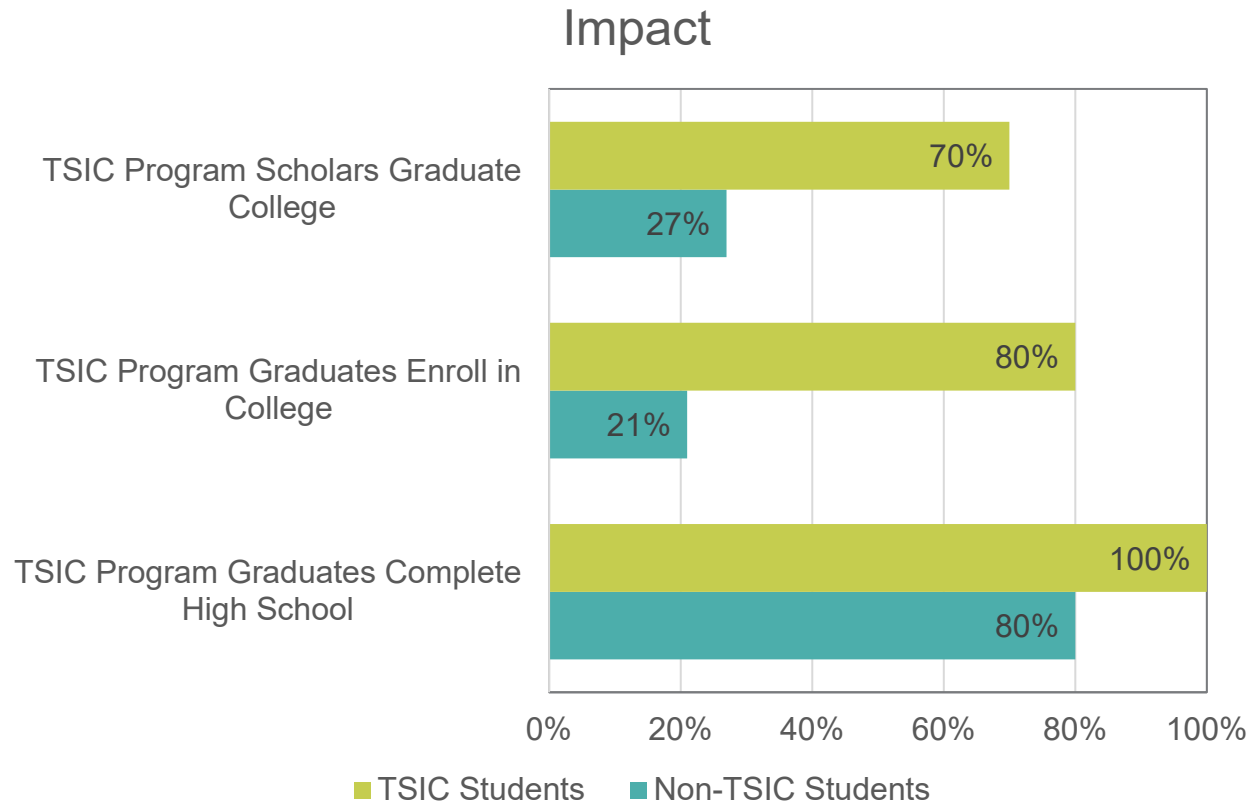


Scholarship

- A 60-credit hour Florida Pre-Paid tuition scholarship upon high school graduation



Take Stock in Children



TARGET POPULATION ELIGIBILITY

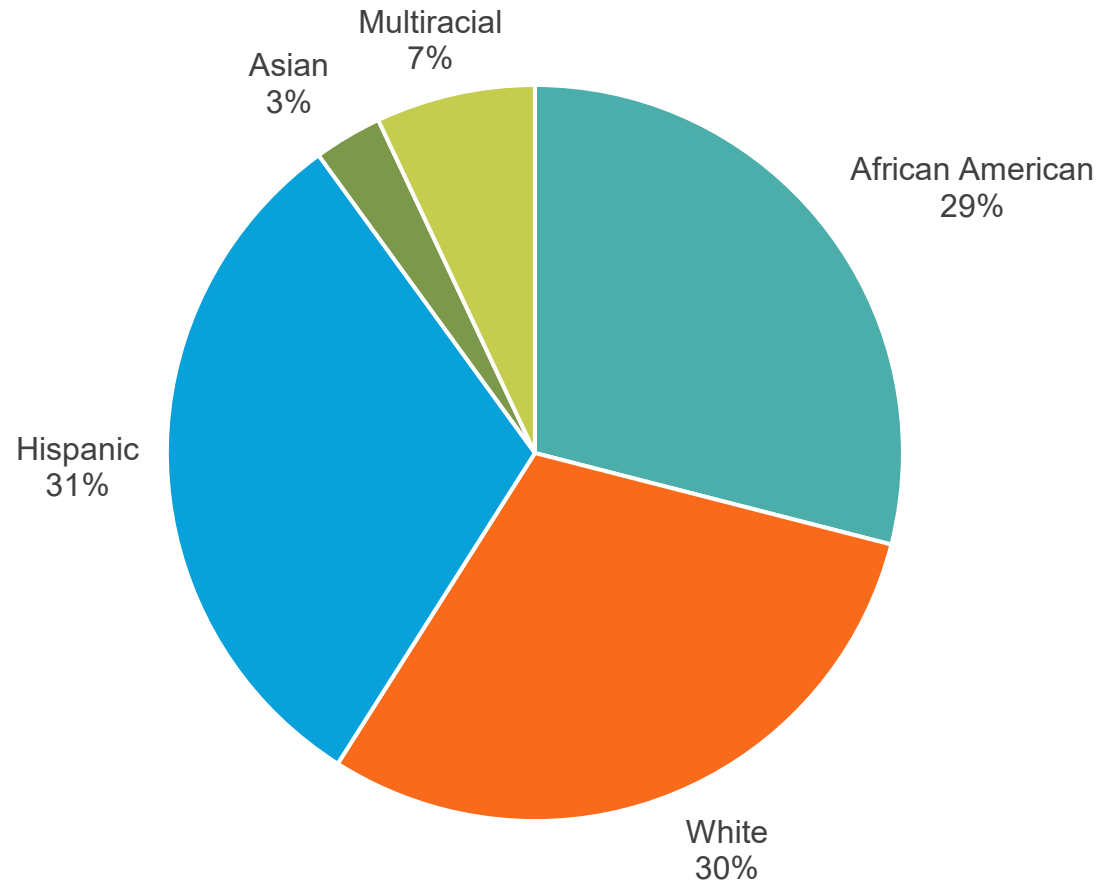
- ◆ Putnam County Public School students in grades 6-9
- ◆ Minimum GPA 2.0
- ◆ Graduate from a Florida public high school with a standard diploma
- ◆ Meet Financial Eligibility Requirement
- ◆ Meet with Mentor Regularly (15 sessions per school year)
- ◆ Remain Drug & Crime Free
- ◆ Maintain good attendance and behavior at school



KICK-OFF CELEBRATION



STUDENT DEMOGRAPHICS



TSIC SUCCESS 2025

TSIC Putnam Class of 2025

21 high school grads

86 (86%) enrolled in
post-secondary schools

1 entered the military

1 entered an apprenticeship



How can you change a life?



MENTOR A STUDENT



MENTOR ROLE

A Mentor:

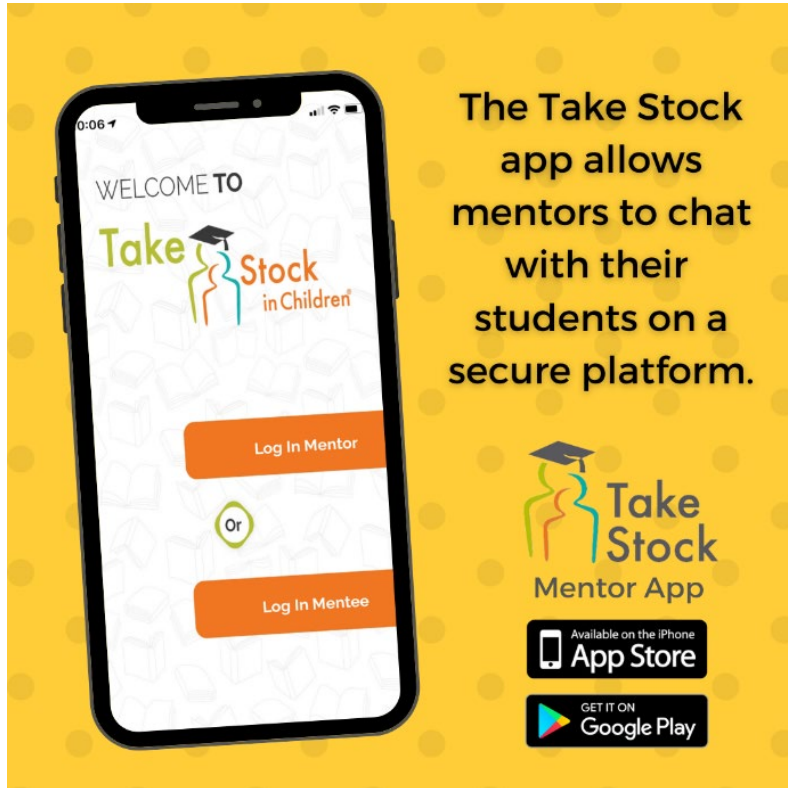
- ◆ Inspires, guides, and motivates
- ◆ Brings out potential through encouragement
- ◆ Acts in the best interest of the student



GOODWILL
INDUSTRIES OF NORTH FLORIDA



MENTOR COMMITMENT



Mentoring Options

- ◆ In-Person at the student's school
- ◆ Virtual – Take Stock In Children's App
- ◆ Hybrid – In-Person & Virtual

Mentoring Requirements

- ◆ Each student must complete a minimum of 15 sessions per school year
- ◆ Session = minimum of 30 minutes
- ◆ Commitment - Minimum 7.5 hours per school year





FLORIDA DEPARTMENT OF
EDUCATION
fldoe.org



STANLEY G. TATE
**FLORIDA
PREPAID**
COLLEGE FOUNDATION



GOODWILL
INDUSTRIES OF NORTH FLORIDA



GOODWILL
INDUSTRIES OF NORTH FLORIDA



THANK YOU



MEMORANDUM

TO: Mayor Robbi Correa
Commissioner Annie Henderson Davis, Group 1
Commissioner Justin Campbell, Group 2
Commissioner Will Jones, Group 3
Commissioner Rufus Borom, Group 4
City Manager Marcia Carty

FROM: Yolanda Cash Jackson, Shareholder
LaToya S. Sheals, Senior Government Relations Consultant
Jileah Wilder, Government Relations Consultant

DATE: July 13, 2025

RE: **2025 Session Wrap Up- Legislative Update**

Dear Mayor Correa:

Thank you very much for entrusting us as your lobbyist and for your patience as Governor DeSantis reviewed the 2025 state budget. On Monday, June 30, 2025, Governor DeSantis signed the “Florida Budget” for the Fiscal Year 2025-2026. The budget for this year totals **\$117.4 billion after \$567 million in line-item vetoes**, representing another year of where the overall state spending was a decrease from the previous year. The budget also maintains \$15.7 billion in reserves with the Governor tripling the state Budget Stabilization Fund. This budget also includes \$830 million in funding for Florida’s accelerated debt repayment program allowing the state to this year pay off nearly 50 percent of Florida’s tax-supported debt accrued since statehood. Lastly this budget continues to support the Governor’s key priorities, including teacher pay, law enforcement bonuses and pay raises, funding for civics in schools, a record amount of per-pupil K-12 funding, \$1.4 billion for continued Everglades restoration and water quality initiatives, and over \$15 billion to continue Florida’s decades-ahead-of schedule transportation and infrastructure projects. Below is a list of funding opportunities for the City of Palatka.

Putnam County Funds

Project	Program	Amount Funded
State Housing Initiative Partnership Program “SHIP” (Projected Estimates for FY 2025-2026)		\$538,565 – Putnam County
County Transportation Programs	Transportation Work Program	\$3,422,487
Intrastate Highway Construction	Transportation Work Program	\$3,355,247
Preliminary Engineering Consultants	Transportation Work Program	\$1,800,000
Resurfacing	Transportation Work Program	\$8,776,880
Small County Outreach Program	Transportation Work Program	\$5,000,000

SB 2500 – General Appropriations Act Breakdown

This bill provides for a total budget of \$115.1 billion prior to the line-item veto, including:

- \$50.58 billion from the General Revenue Fund (GR)
- \$2.51 billion from the Education Enhancement Trust Fund
- \$1.45 billion from the Public Education Capital Outlay Trust Fund (PECO TF)
- \$60.59 billion from other trust funds (TF)
- 111,885.06 full time equivalent positions (FTE)

Debt Reduction and Increased Reserves

- \$830 million total authorized to retire outstanding state debt (including SB 1906)
- \$12.4 billion Total Reserves (not including trust fund balances)
 - \$7.0 billion General Revenue Unallocated
 - \$4.9 billion Budget Stabilization Fund (\$430 million added)
 - \$500 million added to the Emergency Preparedness and Response Fund

Compensation and Benefits

- 2 percent Pay Increase for all State Employees (minimum \$1,000 increase)
- Additional Pay Increases for:
 - State Law Enforcement Officers - Total of 10 percent or 15 percent increase with 5 years of service
 - State Firefighters - Total of 10 percent or 15 percent increase with 5 years of service
 - Assistant State Attorneys and Public Defenders
 - Department of Transportation

- State Employee and Retiree Health Insurance Premiums held constant

Education Capital Outlay

- Total: \$977.4 million
 - State University System Projects - \$427.7 million
 - Florida College System Projects - \$113.9 million
 - Charter School Repairs and Maintenance - \$248.6 million
 - Small School District Special Facilities - \$144.7 million
 - Developmental Research School Repairs and Maintenance - \$10 million

Transportation, Tourism, and Economic Development Appropriations

Total Budget: \$17.9 billion [\$652 million GR; \$17.2 billion TF]; 12,647 positions

Major Issues

Department of Commerce

Total: \$1.5 billion [\$282.5 million GR; \$1.3 billion TF]; 1,488 positions

- Hometown Heroes Housing Program - \$50 million GR
- State Housing Initiatives Partnership (SHIP) Program - \$163.8 million TF
- Affordable Housing (SAIL) Program - \$71.2 million TF
- Economic Development Toolkit - \$3.4 million GR & \$19.1 million TF
- Community Development Block Grant - Disaster Recovery Grant Funding (CDBG-DR) - \$150 million TF
- Law Enforcement Recruitment Bonus Program - \$20 million GR
- Florida Job Growth Grant Funding - \$50 million GR

Department of Highway Safety and Motor Vehicles

Total: \$623.9 million TF; 4,097 positions

- Additional Equipment for the Florida Highway Patrol - \$4.3 million TF
- Security and Fraud Prevention - \$3.5 million TF
- Replace Pursuit Vehicles - \$3.3 million TF
- Increase OPS to Address Driver License Services Backlog - \$3.1 million TF
- Increased Funding for Additional License Plate Purchases - \$2.4 million TF
- Increase Funding for Operation of Motor Vehicles - \$6.2 million TF

Department of Military Affairs

Total: \$130.7 million [\$85.4 million GR; \$45.2 million TF]; 480 positions

- Additional Budget Authority to Support Federal Cooperative Agreements - \$1.5 million TF
- Florida State Guard:
 - Training and Recruitment Resources - \$5.8 million GR
 - Operating Expenses - \$25.7 million GR
- Revitalization of Armories (REVAMP) - \$3 million GR
- Camp Blanding - Level II FCO - \$16.5 million GR

Department of State

Total: \$144.2 million [\$120.9 million GR; \$23.3 million TF]; 450 positions

- Cultural and Museum Program Support Grants - \$20.8 million GR
- Department Wide Litigation Expenses - \$2 million GR
- Florida African-American Heritage Preservation Network - \$800,000 GR
- Division of Corporations Call Center Services - \$2.7 million GR
- Reimbursements to Counties for Special Elections - \$2.5 million GR
- Local Initiatives - \$26.8 million GR

Department of Transportation

Total: \$15.1 billion [\$110.4 million GR; \$15.0 billion TF]; 5,907 positions

- Transportation Work Program - \$13.5 billion TF
- Information Technology
 - Florida Planning, Accounting, and Ledger Management (PALM) Readiness - \$11.7 million TF
 - Data Infrastructure Modernization - \$5.1 million TF
- Increase Operation Costs Department-wide - \$10.0 million TF
- Fixed Capital Outlay Projects - \$28.5 million TF
- Equipment Replacement - \$9.2 million TF

Division of Emergency Management (Executive Office of the Governor)

Total: \$343.5 million [\$52.7 million GR; \$290.8 million TF]; 225 positions

- Open Federally Declared Disasters
 - State Operations - \$203.7 million TF
- Information Technology
 - Statewide Emergency Alert and Notification System - \$3.2 million GR
 - Cybersecurity Grant Program - \$12 million TF
 - Technology Infrastructure at Emergency Operations Center - \$5 million GR

Agriculture, Environment, and General Government Appropriations

Total Budget: \$9.7 billion [\$2.3 billion GR; \$1.3 billion LATF; \$6.1 billion Other TF]; 20,428 positions

Major Issues

Department of Agriculture and Consumer Services

Total: \$3.4 billion [\$743.6 million GR; 2.7 billion TF]; 3,820 positions

- Rural and Family Lands Protection Program - \$250 million
- Agriculture and Aquaculture Natural Disaster Loan Program - \$40 million
- Feeding Programs - \$53.7 million
- Forestry - \$41.4 million
- Statewide Water Restoration Agricultural Projects - \$20.0 million
- Citrus Protection and Research - \$124.5 million
 - Citrus Health Response Program - \$6 million
 - Citrus Packing Equipment - \$10 million

- Citrus Research and Field Trials - \$104.5 million
- Agriculture Education and Promotion Facilities - \$15.7 million
- Conner Complex Construction - \$172 million
- State Farmers Markets - \$20.0 million
- Florida State Fair - \$13.7 million GR

Department of Environmental Protection

Total: \$2.6 billion [\$666.7 million GR; \$1.9 billion TF]; 3,126 positions

- Everglades Restoration - \$691.5 million
- Water Quality Improvements - \$675.2 million
 - Indian River Lagoon WQI - \$25 million
 - Biscayne Bay Water Quality Improvements - \$20 million
 - Water Projects - \$436 million (Appropriated for water projects for 2025)
 - C-51 Reservoir - \$65 million
 - Non-Point Source Planning Grants - \$13.6 million
 - Alternative Water Supply - \$50 million
 - Water Quality Improvements - Blue Green Algae Task Force - \$10.8 million
 - Innovative Technology Grants for Harmful Algal Blooms - \$10 million
 - Harmful Algal Bloom Management - \$5 million
 - Springs Restoration - \$50 million
- Flood and Sea-Level Rise and Planning Grant Programs - \$170 million
- Land Acquisition - \$84 million
 - Division of State Lands - \$18 million
 - Federal Grants - \$15 million
 - Local Acquisitions - \$51 million
- Florida Keys Area of Critical State Concern - \$20 million
- Apalachicola Bay Area of Critical State Concern - \$5 million
- Coral Reef Restoration - \$17.5 million
- Petroleum Tanks Cleanup Program - \$195 million
- Hazardous Waste and Dry Clean Site Cleanup - \$14 million
- Beach Management Funding Assistance - \$53 million
- Drinking Water and Wastewater Revolving Loan Programs - \$2.4 billion
- Small County Wastewater Treatment Grants - \$8 million
- State and Local Parks - \$28.2 million

Fish and Wildlife Conservation Commission

Total: \$569 million [\$165.6 million GR; \$403.5 million TF]; 2,159 positions

- Motor Vehicle/Vessel Replacement - \$3.6 million
- Nuisance Wildlife Control - \$6.8 million
- Land Management - \$19 million
- Derelict Vessel Removal - \$4.5 million
- Florida Boating Improvement Program - \$3.0 million
- Artificial Reef Program - \$0.6 million

Department of Financial Services

Total: \$731.7 million [\$177.3 million GR; \$554.4 million TF]; 2,639.50 positions

- My Safe Florida Home Program - \$280.0 million
- PALM (FLAIR Replacement) - \$43.2 million
- PALM Readiness - \$9.8 million and 15.0 positions
- Information Technology Upgrades, Systems and Contract Increases - \$10.9 million
- Law Enforcement, Fire Marshal and Disaster Response Training, Vehicles and Technology Upgrades and Equipment - \$8.1 million
- **Local Government Fire and Firefighter Services - \$66.3 million**
- University of Miami - Sylvester Comprehensive Cancer Center/Firefighter Cancer Initiative - \$3.5 million
- Other Local Government Grants - \$4.6 million

Department of Management Services

Total Budget: \$832.6 million [\$156.3 million GR; \$676.3 million TF]; 1,014 positions

- Florida Facilities Pool (FFP) Fixed Capital Outlay - \$104.5 million
- Statewide Law Enforcement Radio System (SLERS) Issues - \$3.5 million
- Florida PALM Readiness - \$8.6 million
- E-Rate Telecommunications - \$1.3 million
- Emergency 911 Public Safety Answering Points Upgrade - \$1.8 million

Department of Revenue

Total: \$857.7 million [\$333.3 million GR; \$524.4 million TF]; 4,856.25 positions

- Fiscally Constrained Counties - \$76.5 million
- IT Issues - \$43.6 million

Criminal and Civil Justice

Total Budget: \$7.6 billion [\$6.6 billion GR; \$1 billion TF]; 45,291.5 positions

Major Issues

- DOC Operational Deficit - \$57.2 million
- Criminal Justice Estimating Conference Prison Population Increase - \$43.4 million
- DOC Health Services Increase - \$23.3 million
- DJJ Increase Residential Commitment Capacity - \$15.5 million
- Children in Need of Services/Families in Need of Services (CINS/FINS) - \$1.2 million
- Salary Increases for Law Enforcement Officers of Fiscally Constrained Counties - \$5 million
- FDLE Law Enforcement Apprenticeship Program - \$2.5 million
- Certification of Additional Judgeships - \$18.8 million; 97 positions

Florida Department of Law Enforcement

Total: \$539.0 million [\$363.4 million GR; \$175.6 million TF]; 2,024 positions

- Fort Myers Regional Operations Center Facility - \$5 million
- Salary Increases for Law Enforcement Officers in Fiscally Constrained Counties - \$5 million
- Law Enforcement Apprenticeship Program - \$2.5 million
- Aviation Operations and Maintenance - \$3.6 million
- Office of Wellness Expansion - \$0.5 million; 3 positions

- Missing and Endangered Persons Information Clearinghouse Technology Upgrade - \$1.9 million

Department of Corrections

Total: \$3.8 billion [\$3.7 billion GR; \$73.1 million TF]; 23,438 positions

- Operational Deficit - \$57.2 million
- Criminal Justice Estimating Conference Prison Population Increase - \$43.4 million
- Technology Restoration Plan - \$6.8 million
- Food Service Contract - \$10.5 million
- Contracted Inmate Health Services - \$23.3 million
- Health Services Operations for New Dorms- \$11 million
- Certified Officers Public Safety Initiative (Communications) - \$2 million
- **FDC Critical Security and Safety Equipment \$5M GR (\$4.7 M NR)** – (Provides funding to expand search and analytics technology capabilities, purchase critical security equipment, replace radio towers and systems at five state- operated correctional facilities, and provide portable satellite phones for community corrections officers in **rural** areas.

Attorney General/Legal Affairs

Total: \$353.8 million [\$114.5 million GR; \$239.3 million TF]; 1,275.5 positions

- IT Modernization Program - \$5.1 million
- IT Business Continuity and Disaster Recovery - \$0.4 million

Department of Juvenile Justice

Total: \$756.5 million [\$582.7 million GR; \$173.8 million TF]; 3,229.5 positions

- Increase Residential Commitment Bed Capacity - \$15.5 million
- Children in Need of Services/Families in Need of Services (CINS/FINS) - \$1.2 million
- Crossover Youth Behavioral Health Services Pilot Program - \$2.7 million
- Florida Scholars Academy - \$2.4 million
- Pace Center for Girls - \$2.4 million • Medical and Food Contract Increases - \$4.1 million
- Broward Detention Facility - \$2.4 million

Justice Administration

Total: \$1.3 billion [\$1.1 billion GR; \$242.5 million TF]; 10,458.5 positions

- Due Process Costs for Public Defenders - \$2.3 million
- GAL - Increase Staff to Represent All Children - \$0.5 million; 6 positions
- Increase Title IV-E Trust Fund Authority - \$2.6 million; 10 positions
- Guardianship Database - \$0.4 million
- Condominium/HOA Criminal Fraud Task Force - \$0.6 million

State Court System

Total: \$795.2 million [\$669.1 million GR; \$126.1 million TF]; 4,702 positions

- Certification of Additional Judgeships - \$18.8 million; 97 positions
- Due Process Resources - \$2.5 million
- Court Reporting Resources - \$2.5 million
- Appellate Technology Resources - \$1.2 million
- 5th District Court of Appeal Security Upgrades - \$2.3 million

- 6th District Court of Appeal Courthouse - \$2.0 million

Health and Human Services Appropriations

Total Budget: \$47.6 billion [\$17.7 billion GR; \$29.8 billion TF]; 30,991 positions

Major Issues

Department of Health

Total: \$4.1 billion [\$1 billion GR; \$3.1 billion TF]; 12,276 positions

- Pediatric Cancer Research - Cancer Connect Collaborative Incubator - \$30 million
- Statewide Healthcare Screening Marketing Campaign - \$1 million
- School Health Services - \$8.1 million
- Swimming Lesson Voucher Program - \$1 million
- Funding for Intestinal Transplant Support - \$15 million
- Increased Funding for the Mary Brogan Breast and Cervical Cancer Early Detection Program - \$1.8 million
- Increased Funding for Healthy Start Coalitions - \$3.4 million
- Early Steps Program Quality Improvement and Enhancement - \$8.9 million
- Information Technology - \$21.9 million
- Fixed Capital Outlay for County Health Department Facilities - \$4 million

Agency for Health Care Administration

Total: \$36.5 billion [\$12.3 billion GR; \$24.2 billion TF]; 1,549 positions

- Fully Fund Florida's Medicaid and KidCare Programs - \$35.6 billion
- Medicaid Provider Rate Increases - \$279.6 million
 - Federally Qualified Health Centers and Rural Health Clinics - \$15.4 million
 - Prescribed Pediatric Extended Care Centers - \$12.6 million
 - Nursing Home Quality Incentive Program - \$246.7 million
 - Targeted Case Management - \$5 million
- Individuals with Developmental Disabilities Pilot Program - \$44.2 million
- Graduate Medical Education - \$38.1 million
- Program for All-inclusive Care of the Elderly (PACE) - \$16.8 million
- Audits for Nursing Homes and Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) - \$1 million
- Federal Reporting for Adult Behavioral Health and Child Care Set - \$0.9 million
- Florida Health Care Connections (FX) - \$143.2 million

Agency for Persons with Disabilities

Total: \$1.3 billion [\$1.2 billion GR; \$0.1 billion TF]; 2,709 positions

- Enhanced Funding and Services for Developmental Disability Centers - \$13.7 million
- Information Technology - \$6 million
- iBudget Waiver Algorithm Study - \$1 million
- Fixed Capital Outlay for People with Developmental Disabilities - \$1.2 million

Department of Elder Affairs

Total: \$507.2 million [\$268.7 million GR; \$238.4 million TF]; 425 positions

- Alzheimer's Disease Initiative - Frail Elders Waiting for Services - \$3 million
- Serve Additional Clients in the Community Care for the Elderly (CCE) and Home Care for the Elderly (HCE) Programs - \$10.5 million
- Increased Resources for Aging and Disability Resource Centers - \$1.0 million
- Information Technology Projects - \$3.1 million

Department of Veterans Affairs

Total: \$239.9 million [\$52.4 million GR; \$187.5 million TF]; 1,511 positions

- Enhanced Operational Support and equipment for State Veterans' Nursing Homes - \$6.9 million
- Increased Bureau of Field Services staffing - \$0.5 million; 5 positions
- Florida is for Veterans Program - \$2.1 million
- Veterans Dental Care Grant Program - \$1 million
- Information Technology \$1.4 million
- Fixed Capital Outlay for State Veterans' Nursing Homes - \$20.8 million

Note: This list is not an exhaustive list. Some silos are not included

State Funding Opportunities

Department of Commerce

Small Cities Community Development Block Grant (CDBG)

- CDBG provides competitive grants to counties and municipalities for economic development initiatives and to support community revitalization, and rehabilitation.
- Please see link: <https://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program>

Office of Long-Term Resiliency

- The Office of Long-Term Resiliency supports communities following disasters by addressing long-term recovery needs for housing, infrastructure and economic development.

Rural Infrastructure Fund

- The Rural Infrastructure Fund (RIF) facilitates planning, preparing, and financing of infrastructure projects in rural communities to encourage job creation, capital investment and the strengthening and diversification of rural economies. RIF funds are often used by rural communities as a match for other infrastructure funding programs, such as those offered by the Small Cities Community Development Block Grant, United States Department of

Agriculture - Rural Development, and the United States Department of Commerce - Economic Development Administration.

- Please see link: <https://www.floridajobs.org/community-planning-and-development/rural-community-programs/rural-infrastructure-fund>

Florida Department of Transportation

Rural Transportation Funding

- Small County Outreach Program for Municipalities and Communities (SCOP Municipalities)
 - SCOP for “Municipalities” is available to Rural Areas of Opportunity designated under *Section 288.0656(7)(a), Florida Statutes (F.S.)*. The transportation facility must be publicly owned and maintained by the municipality. Funds are available to assist in the repair and rehabilitation of bridges, paving unpaved roads; addressing road-related drainage improvements; resurfacing or reconstruction of roads and constructing safety improvements to roads.
 - Please see link: <https://www.fdot.gov/programmanagement/lp/scop/scop-rao.shtm>

Florida Department of Environmental Protection

Clean Water State Revolving Fund

- The Clean Water State Revolving Fund (CWSRF) Program provides low-interest loans to local governments to plan, design, and build or upgrade wastewater, stormwater, and nonpoint source pollution prevention projects.
- Please see link: <https://floridadep.gov/wra/srf>

Drinking Water State Revolving Fund

- The Drinking Water State Revolving Fund (DWSRF) Program provides low-interest loans to local governments and private utilities to plan, design, and build or upgrade drinking water systems. Discounted assistance (e.g., very low interest rates, grants, etc.) for disadvantaged communities is available. Interest rates on loans are below market rates and vary based on the economic wherewithal of the community.
- Please see link: <https://floridadep.gov/wra/srf>

Water Quality Improvement Grant Program

- This grant addresses wastewater (including septic-to sewer conversions), stormwater and agricultural nutrient sources in waterbodies that do not meet nutrient or nutrient-related standards. It supports projects in areas with established total maximum daily loads, basin management action plans, reasonable assurance plans, accepted alternative restoration plans or designated rural areas of opportunity.
- Please see link: <https://protectingfloridatogether.gov/state-action/grants-submissions>

Alternative Water Supply Grant Program

- This grant is available to local governments and nonstate entities to help communities plan for and implement water conservation, reuse, and other water supply and water resource development projects. Priority funding will be given to regional projects in the areas of greatest need and for projects that provide the greatest benefit.
- Please see link: <https://protectingfloridatogether.gov/state-action/grants-submissions>

Resilient Florida – Planning Grants

- This grant supports counties and municipalities with resilience planning efforts, including further assessment of vulnerabilities of critical assets which helps to ensure coastal communities will recover and move forward faster after natural disasters. Water management districts are also eligible to receive funding through this program to assist the [Florida Flood Hub for Applied Science and Innovation](#) in addressing gaps in available data.
- Please see link: <https://protectingfloridatogether.gov/state-action/grants-submissions>

Resilient Florida – Implementation Grants

- This grant is available to counties, municipalities and certain special districts for infrastructure projects that address risks identified in a local government vulnerability assessment. Funding is also available for water management districts, drainage districts, erosion control districts, flood control districts and regional water supply authorities to mitigate the risks of flooding and storm surge to water supplies or water resources.
- Please see link: <https://protectingfloridatogether.gov/state-action/grants-submissions>

Nonpoint Source Management Program

- Federal and state grants for projects and practices that reduce water pollution from nonpoint sources such as stormwater. The goal of these grants is to reduce nonpoint source pollution from land use activities.
- Please see link: <https://floridadep.gov/wra/319-tmdl-fund>

Resilient Florida Program

- The Resilient Florida Program includes a selection of grants that are available to counties, municipalities, special districts with specific responsibilities and regional resilience entities. To effectively address the impacts of flooding and sea level rise that the state faces, eligible applicants may receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation.
- Please see link: <https://floridadep.gov/rcp/resilient-florida-program/content/resilient-florida-grants>

Springs Restoration Grant Program

- This grant is available to local governments and nonstate entities for land acquisition to protect springs and for capital projects that protect the quality and quantity of water that flows from springs. Eligible project types include agricultural best management practices, water conservation, hydrologic restoration, reuse, land acquisition, septic-to-sewer, wastewater treatment upgrades and stormwater treatment. Feasibility studies or other types of analysis and data collection are not eligible for this grant.
- Please see link: <https://protectingfloridatogether.gov/state-action/grants-submissions>

Federal Funding Opportunities

U.S. Department of Environmental Protection

Water Infrastructure Finance and Innovation Act (WIFIA)

- WIFIA is a loan program that provides low-cost, long term supplemental credit assistance for water infrastructure projects. Eligible entities include local, state and tribal governments, joint ventures, State Revolving Fund programs, as well as trusts and corporations.
- Please see link: <https://www.epa.gov/wifia>

Water Finance Clearinghouse

- The Water Finance Clearinghouse Program is designed to help communities find available funding opportunities for local water infrastructure needs, as well as additional reports, webinars and resources on financing mechanisms and strategies to fund water infrastructure projects.

U.S. Department of Housing and Urban Development

Community Development Block Grant (CDBG)

- The U.S. Department of Housing and Community Development's [CDBG program](#) provides flexibility for state and local governments to use these funds for a range of purposes that will support local community development needs.

U.S. Department of Transportation

Rural Surface Transportation Grant Program

- The Rural Surface Transportation Grant Program supports projects that improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life. Rural Surface Transportation grant program funding will be made available under the MPDG combined Notice of Funding Opportunity (NOFO).
- Please see link: <https://www.transportation.gov/grants/rural-surface-transportation-grant-program>

U.S. Department of Agriculture

Rural Development

- Water & Waste Disposal Predevelopment Planning Grants in Florida
 - This program helps eligible low-income communities plan and develop applications for proposed USDA Rural Development water or waste disposal projects.
 - Please see link: <https://www.rd.usda.gov/programs-services/water-environmental-programs/water-waste-disposal-predevelopment-planning-grants-6>
- Community Facilities Direct Loan & Grant Program in Florida
 - This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings.
 - Please see link: <https://www.rd.usda.gov/programs-services/community-facilities/community-facilities-direct-loan-grant-program-10>

2025 Regular Session- Status of Passed Bills

There were a total of 269 enrolled bills from both chambers, of which **246** have been signed into law, **nine** by Putnam Delegation members. There are **11** bills that have been vetoed, **zero** bills are pending on the Governor's desk, and **zero** bills are awaiting presentation to the Governor. There were **three** bills that the Governor allowed to become law without his signature.

Please see below details of those bills that may be pertinent to your city:

Putnam Delegation Approved Bills

Entities that Boycott Israel

SB 1678 by Senator Leek expands Florida's public investment and contracting prohibitions on entities that boycott Israel to include educational institutions, nonprofits, government entities, and academic boycotts. The bill also imposes new compliance requirements for arts and cultural grants, with penalties and prohibitions for applicants who engage in boycotts or antisemitic discrimination. SB 1678 passed the House with a vote of 111 Yeas and 3 Nays and the Senate with 34 Yeas and 2 Nays. It is now enrolled and has been presented to the Governor. He has until *July 3, 2025*, to approve SB 1678. *On Thursday, June 26, 2025, the Governor approved SB 1678.*

Status: PASSED – **Chapter No. 2025-192**

Effective Date: July 1, 2025

Public Lodging and Public Food Service Establishments

SB 606 by Senator Leek amends the definitions of “transient occupancy” and “nontransient occupancy” in the context of public lodging establishments by removing the intention of the parties and the rebuttable presumptions related to determinations of occupancy. The new definition of “nontransient occupancy” does not include hotels or motels unless a written agreement expressly states that such is the sole residence of the guest. Also, the bill removes the requirement of a law enforcement officer to “arrest” a guest who refuses to leave an establishment in the officer’s presence and instead requires the officer to “remove” the guest from the establishment. SB 606 passed the House with a vote of 104 Yeas and 9 Nays and the Senate with a vote of 35 Yeas and 2 Nays. *On Monday, June 2, 2025, the Governor approved SB 606.*

Status: PASSED- **Chapter No. 2025-113**

Effective Date: July 1, 2025

Installation or Use of Tracking Devices or Applications

SB 1168 by Senator Leek increases the penalty for unlawfully installing, placing, or using a tracking device or tracking application from a third-degree felony to a second-degree felony if a person installs, places, or uses such device or application to commit a dangerous crime or to facilitate the commission of a dangerous crime. SB 1168 unanimously passed the House and Senate with a vote of 116 Yeas and 37 Yeas respectively. *On Thursday, May 22, 2025, Governor DeSantis approved SB 1168.*

Status: PASSED – **Chapter No. 2025-71**

Effective Date: October 1, 2025

Unlawful Demolition of Historical Buildings and Structures

SB 582 by Senator Leek authorizes code enforcement boards or special magistrates to impose an enhanced fine for the knowing and willful demolition of a structure individually listed in the National Register of Historic Places or is a contributing resource to a National Register-listed district. SB 582 passed the House with a vote of 115 Yeas and 1 Nay and the Senate with a unanimous vote of 34 Yeas. *On Friday, May 23, 2025, Governor DeSantis approved SB 582.*

Status: PASSED – **Chapter No. 2025-87**

Effective Date: July 1, 2025

Wine Containers

SB 578 by Senator Leek allows the sale of wine in any container holding 5.16 gallons. Current law only allows for the sale of wine in reusable containers holding 5.16 gallons. Under current law, wine may also be sold in glass containers holding 4.5 liters, 9 liters, 12 liters, 15 liters of wine. SB 578 favorably passed the Senate with 36 Yeas and 1 Nay. It also passed the House with a unanimous vote of 115 Yeas. *On Friday, May 16, 2025, Governor DeSantis approved SB 578.*

Status: PASSED – **Chapter No. 2025-24**

Effective Date: July 1, 2025

Dangerous Dogs

HB 593 by Representative Sapp creates the “Pam Rock Act.” The bill revises provisions relating to dangerous dogs by requiring a dog owner who has knowledge of a dog’s dangerous propensities to securely confine the dog in a proper enclosure as if the dog had been determined to be dangerous. The bill also requires animal control authorities to hold a dog during the course of a dangerous dog investigation if the dog has killed a human being or has bitten a human being and left a bite mark that scores 5 or higher on the Dunbar bite scale. Dogs that have been declared dangerous are required to be microchipped and spayed or neutered. The owner of a dog classified as dangerous must obtain at least \$100,000 of liability insurance. Lastly, an animal control authority to humanely euthanize a dangerous dog that has killed a person or has bitten and left a mark that scores 5 or higher on the Dunbar bite scale has been surrendered to an animal control authority. HB 593 unanimously passed the House and Senate with a vote of 112 Yeas and 36 Yeas respectively. *On Wednesday, May 21, 2025, Governor DeSantis approved HB 593.*

Status: PASSED – **Chapter No. 2025-61**

Effective Date: July 1, 2025.

OSGR/Financial Technology Sandbox Application

HB 7003 by Representative Sapp removes the scheduled repeal date, created pursuant to the Open Government Sunset Review Act, for the public record exemption for specified sensitive business information provided to and held by the Office of Financial Regulation to evaluate an application to participate in the Financial Technology Sandbox. The public record exemption will repeal on October 2, 2025, if the bill does not become law. HB 7003 unanimously passed the House and Senate with a vote of 113 Yeas and 36 Yeas respectively. *On Tuesday, April 29, 2025, Governor DeSantis approved HB 7003.*

Status: PASSED – **Chapter No. 2025-20**

Effective Date: October 1, 2025

Law Enforcement, Correctional, and Correctional Probation Officer Benefits

HB 751 by Representatives Sapp and Bartleman expands employer-paid health insurance benefits to cover law enforcement, correctional, and correctional probation officers who are catastrophically injured during an official training exercise or in the line of duty. HB 751 unanimously passed the House and Senate with a vote of 111 Yeas and 36 Yeas respectively. *On Tuesday, June 10, 2025, the Governor approved HB 751.*

Status: PASSED – **Chapter No. 2025-131**

Effective Date: July 1, 2025

Vexatious Litigants

HB 1559 by Representative Sapp and Fabricio expands the applicability of Florida’s Vexatious Litigant Law to family law matters, small claims court, and adversary probate proceedings. The bill expands the look-back period for designating a litigant as “vexatious” and authorizes the court to consider litigation in other states or in federal court when assessing whether a litigant has met the threshold to be deemed as a vexatious litigant. HB 1559 unanimously passed the House and Senate

with a vote of 114 Yeas and 37 Yeas respectively. *On Thursday, June 5, 2025, the Governor approved HB 1559.*

Status: PASSED – **Chapter No. 2025-128**

Effective Date: July 1, 2025

2025 Tax Package

Sales Tax Rate Reductions

HB 7031 by Representative Duggan repeals Florida’s business rent tax, which levied a 2% charge on commercial leases. Eliminating that tax will cost the state approximately \$905 million in general revenue. This tax will take effect October 1, 2025. It also makes the back-to-back sales tax holiday a permanent annual event, removing sales taxes on most clothing and school supplies each August, at a recurring cost of \$167.7 million. In response to storm preparedness concerns, the package offers permanent sales tax exemptions on a range of hurricane-related items, including certain batteries (\$58.5 million annual impact), ground anchors and gas cans (\$22.43 million), tarps (\$14.4 million), generators (\$6.2 million), and smoke carbon monoxide detectors (\$12.5 million). Outdoor tourism will receive a one-time sales tax holiday on hunting, fishing, and camping gear from September 8 through December 31, 2025, costing the state \$34.6 million. Additionally, permanent exemptions are granted for items like bike helmets (\$1.8 million), life jackets (\$1.4 million), sunscreen and insect repellent (\$8 million), and state park admissions (\$2 million). A new Rural Communities Investment Program also authorizes up to \$7 million in tax credits through the Department of Commerce. Another \$500,000 was set aside to reimburse storm-related damages in fiscally constrained counties. For local communities, this budget allows fiscally constrained counties adjacent to the Gulf of America or the Atlantic Ocean to use tourist development tax (TDT) revenues for public facilities. It also extends the current freeze on rate increases for local communications services tax (CST) from January 1, 2026, to January 1, 2031, requiring local governments to prioritize the use of local CST revenue for the timely review, processing, and approval of permit applications for the use of rights-of-way by providers. Additionally, the budget includes long-term extensions of property tax exemptions related to the Live Local Act for affordable housing and adds exemptions for education-leased properties, such as Gold Seal-certified centers. The tax package also includes several more targeted exemptions that the Legislature **approved** on Monday, June 16th. It is now enrolled and will soon be presented to the Governor for his approval. *On Monday, June 30, 2025, the Governor approved HB 7031.*

Status: PASSED – **Chapter No. 2025-208**

Effective Date: July 1, 2025

Agriculture

Department of Agriculture and Consumer Services “Farm Bill”

SB 700 by Senator Truenow revises and expands the Department of Agriculture and Consumer Services’ authority and programs while updating various agricultural, consumer, and criminal

regulations across the state. Some of the provisions included are the preemption on local laws on the construction of farm worker housing to a ban on operating a drone over someone else's farmland. A controversial provision that was included is the issue regarding **local governments being prohibited from putting fluoride in their local water supply**. In addition, the bill would ban psychedelic mushrooms and create new marketing rules for certain plant-based products. On Tuesday, April 29th, SB 700 was read a second and third time and favorably passed off the House floor with a vote of 88 Yeas and 27 Nays. *On Thursday, May 15, 2025, the Governor approved SB 700.*

Status: PASSED- **Chapter No. 2025-22**

Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2025.

Community Affairs

Emergencies

SB 180 by Senator DiCeglie revises various provisions that relate to emergency management, including:

- Requiring local governments to post storm preparation and recovery information online.
- Requiring the Division of Emergency Management to conduct annual hurricane readiness sessions and develop tools to assist local governments with post-storm recovery.
- Encouraging local governments to add an addendum to existing contracts for solid waste services to collect storm-generated debris.
- Requiring each local government directly impacted by a natural emergency to use its best efforts to open a permitting office after a storm.
- Prohibiting local governments from increasing building permits or inspection fees in areas in which a state of emergency is declared for 180 days.
- Revising shelter provisions to ensure shelter needs are considered on a county-level and that persons with special needs can shelter with persons without special needs in certain instances.
- Prohibiting certain local government actions post-hurricane that impose a moratorium or other restrictions on development.
- Prohibiting a local government from adopting a cumulative substantial improvement period for purposes of participating in the National Flood Insurance Program.
- Prohibits the imposition of impact fees for replacement structures if the land use is the same as the original, unless a replacement structure increases demand on public facilities.

SB 180 unanimously passed the House with a vote of 106 Yeas and the Senate with a vote of 34 Yeas and 1 Nay. It is now enrolled and will soon be presented to the Governor for his approval. *On Thursday, June 26, 2025, the Governor approved SB 180.*

Status: PASSED- **Chapter No. 2025-190**

Effective Date: Upon becoming law

Certified Recovery Residences

SB 954 by Senate Rules Committee and Senators Gruters and Rouson requires local governments to adopt an ordinance by January 1, 2026, and subject to certain restrictions, to formalize and streamline the process for applicants seeking reasonable accommodations from land

use regulations to open a certified recovery residence. For certain Level IV certified recovery residences, the bill also eliminates staffing requirements when patients are not present and increases the number of residents that a recovery residence administrator can oversee from 150 to 300 if the operator maintains certain personnel-to-resident ratios when residents are present. SB 954 passed the Senate unanimously with a vote of 37 Yeas and the House with a vote of 97 Yeas and 10 Nays. It is now enrolled and will soon be presented to the Governor for his approval. *On Wednesday, June 25, 2025, the Governor approved SB 954.*

Status: PASSED - **Chapter No. 2025-182**

Effective Date: July 1, 2025

Local Government Land Regulation

SB 1080 by Rules Committee and Senator McClain requires a local government to specify in writing the minimum information that must be submitted in an application for zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. Such information must be available for inspection, copying, posted on the local government's website, and provided to an applicant at a pre-application meeting. The bill establishes timeframes for which counties and cities must process applications for development permits and orders. In addition, the bill prohibits local government from increasing impact fees using extraordinary circumstances methodology if the local government has not increased the impact fee within the past 5 years. The bill also increases the vote threshold to a unanimous vote of the governing body and requires such increase to be implemented in at least two but not more than four equal annual increments. These provisions take effect on January 1, 2026. SB 1080 passed the Senate with a vote of 29 Yeas and 8 Nays and the House with a vote of 84 Yeas and 29 Nays. It is now enrolled and will soon be presented to the Governor for his approval. *On Tuesday, June 24, 2025, Governor DeSantis approved SB 1080.*

Status: PASSED - **Chapter No. 2025-177**

Effective Date: October 1, 2025

Fire Prevention

HB 551 by Representative Borrero expands the types of fire alarm system projects eligible for the simplified building permit process. The bill requires local governments to issue building permits within 2 business days, perform inspections within 3 business days, and establish a simplified building permit process by a set deadline. It also allows contractors to begin work immediately after submitting a completed application for a simplified building permit project and mandates contractors to submit requested information to a local government within a defined period. Also, the bill requires local governments to refund 10 percent of the original permit fee amount for each business day after the permit issuance or inspection deadlines are not met unless the local government and contractor agree in writing to a reasonable extension of time, the delay is caused by the applicant, or the delay is attributable to extraordinary circumstances. HB 551 passed the House with a vote of 112 Yeas and 2 Nays and the Senate with a vote of 37 Yeas. *On Tuesday, June 3, 2025, the Governor approved HB 551.*

Status: PASSED – **Chapter No. 2025-115**

Effective Date: July 1, 2025

Firefighter Health and Safety

HB 929 by Representatives Booth and D. Alvarez revises the Florida Firefighters Occupational Safety and Health Act to add occupational diseases and suicide to the health and safety risks the Division of State Fire Marshal (Division) within the Department of Financial Services must monitor and develop rules, policies, procedures, and work schedules to address. The bill also requires the Division to adopt rules related to mental health best practices, educating on chemical hazards, purchasing gear that does not contain hazardous or toxic substances, notifying firefighters if gear does contain hazardous or toxic substances, and encouraging firefighter employers to limit normally scheduled shifts to no more than 42 hours per week. The bill authorizes the Division to conduct safety inspections and make recommendations to assist firefighter employers in reducing the number of suicides. Lastly, the bill authorizes the Division to consider suicide when identifying high-risk employers and to issue penalties for violations related to injuries and fatalities. HB 929 unanimously passed the House and Senate with a vote of 115 Yeas and 37 Yeas respectively. *On Thursday, June 5, 2025, the Governor approved HB 929.*

Status: PASSED – **Chapter No. 2025-124**

Effective Date: July 1, 2025

Construction Regulations

HB 683 by Representative Griffiths

- Requires the Department of Environmental Protection to adopt standards for installing synthetic turf on residential areas and prohibits local governments from adopting rules inconsistent with such standards.
- Requires local governments to approve or deny change orders from their contractors within 35 days.
- Prohibits state and political subdivisions from penalizing or rewarding certain construction bidders.
- Allows private providers to use software to review single-trade building plans.
- Reduces the time-period for a building department to review single-trade building permit applications for single-family or two-family dwellings that have been reviewed by a private provider.
- Revises the scope of certification for certified alarm system contractors.
- Specifies that only one interior support rail in an elevator must be continuous and at least 42 inches long.
- Exempts any system or equipment located on the property of a spaceport which is used for space launch vehicles, payloads, or spacecraft from the Florida Building Code.
- Prohibits local building departments from requiring copies of contracts and associated documents to apply for or receive a building permit.

HB 683 unanimously passed the House and Senate with a vote of 114 Yeas and 36 Yeas respectively. *On Friday, June 13, 2025, the Governor approved HB 683.*

Status: PASSED – **Chapter No. 2025-140**

Effective Date: July 1, 2025

Utility Service Relocations

HB 1137 by Representative Shoaf prohibits local governments, state commissions and cooperatives from restricting or prohibiting certain fuel sources and appliances. On April 28th, HB 1137 was read a second time where it was substituted for its Senate companion, **SB 1002 by Senator Truenow**. On its third reading it unanimously passed off the Senate floor in a vote of 36 Yeas. *On Monday, May 19, 2025, the Governor approved HB 1137.*

Status: PASSED – **Chapter No. 2025-42**

Effective Date: July 1, 2025

OGSR/Applicants or Participants in Certain Federal, State or Local Housing Assistance Programs

SB 7004 by Senate Community Affairs Committee saves from repeal the current public records exemption, making property photographs and personal identifying information of applicants or participants in presidentially declared disaster-related federal, state, or local housing assistance programs confidential and exempt from public records inspection and copying requirements. The exemption covers records held by the Department of Commerce, the Florida Housing Finance Corporation, a county, a municipality, or a local housing finance agency. The bill is not expected to affect state and local government revenues and expenditures. SB 7004 favorably passed the Senate with a vote of 37 Yeas and 1 Nay and the House with a vote of 115 Yeas. *On Friday, May 16, 2025, the Governor approved SB 7004.*

Status: PASSED – **Chapter No. 2025-26**

Effective Date: October 1, 2025

Platting

SB 784 by Senator Ingoglia requires local governments to review, process, and approve plats or replat submittals without action or approval by the governing body through an administrative authority and official designated by ordinance. The administrative authority must be a department, division, or other agency of the local government, and include an administrative officer or employee. Under the bill, the authority must provide written notice in response to a submittal within seven days acknowledging receipt, identifying any missing documents or information required, and providing information regarding the approval process including requirements and timeframes. SB 784 unanimously passed the House and Senate with a vote of 115 Yeas and 36 Yeas respectively. It is now enrolled and will soon be presented to the Governor for his approval. *On Friday, June 20, 2025, the Governor approved SB 784.*

Status: PASSED

Effective Date: July 1, 2025

Regulation of Presidential Libraries

SB 118 by Senator Brodeur prohibits a county, municipality, or another political subdivision of the state from enacting or enforcing any ordinance, resolution, rule, or other measure that governs the establishment, maintenance, or operation of a presidential library or imposes any requirement or restriction thereon, except as otherwise authorized by federal law. SB 118 passed the House with a vote of 89 Yeas and 20 Nays and the Senate with a vote of 36 Yeas and 3 Nays. It is now enrolled

and will soon be presented to the Governor for his approval. *On Monday, June 23, 2025, the Governor approved SB 118.*

Status: PASSED

Effective Date: Upon becoming law

Israeli Bonds

HB 669 by Representative Gossett-Seidman prohibits a local government's investment policy from requiring a minimum bond rating for investing in bonds issued by the Israeli government. HB 669 unanimously passed the House and Senate with a vote of 113 Yeas and 36 Yeas respectively. It is now enrolled and will soon be presented to the Governor for his approval. *On Monday, June 23, 2025, the Governor approved HB 669.*

Status: PASSED

Effective Date: July 1, 2025

Affordable Housing

SB 1730 by Rules Committee and Senator Calatayud amend various provisions of the Live Local Act, passed during the 2023 Regular Session, related to the preemption of certain zoning and land use regulations to authorize affordable housing developments. The bill prohibits local governments from requiring transfer of density or development units or amendments to developments of regional impact before allowing development. It also prohibits local governments from requiring a certain amount of residential usage in mixed-use developments. The bill allows local governments to restrict height and regulate architectural design for developments in historic districts for structures listed in the National Register for Historic Places before January 1, 2020. It requires local governments to administratively approve the demolition of an existing structure associated with a proposed development. It requires local governments to reduce parking requirements by 15 percent and authorizes a local government to include an adjacent parcel of land to be included in a project authorized under the Live Local Act. The bill also prohibits local governments from enforcing building moratoria that would have the effect of delaying the permitting or construction of affordable housing developments, except in certain circumstances, and authorizes civil action for violation of this prohibition including award of prevailing party attorneys' fees and costs up to \$250,000. Lastly the bill requires annual reporting beginning November 1, 2026, of litigation related to and projects proposed or approved under the Live Local Act. SB 1730 passed the House and Senate unanimously with a vote of 105 Yeas and 37 Yeas respectively. It is now enrolled and will soon be presented to the Governor for his approval. *On Monday, June 23, 2025, the Governor approved SB 1730.*

Status: PASSED – **Chapter No. 2025-172**

Effective Date: July 1, 2025

Environmental and Natural Resources

Anchoring Limitation Areas

HB 481 by Representative V. Lopez creates a new exception from the general prohibition against local governments enacting or enforcing regulations related to the anchoring of vessels outside the marked boundaries of mooring fields. In counties with populations of 1.5 million or greater, the bill

allows the regulation of any vessel that is anchored for a period of at least one hour any time between one-half hour after sunset and one-half hour before sunrise within the jurisdiction of the county for more than 30 days in a six-month period. The bill also expands the areas within Biscayne Bay that are designated anchoring limitation areas. The bill increases the distance from a public mooring field that a vessel is authorized to anchor. HB 481 unanimously passed the House with a vote of 115 Yeas and the Senate with a vote of 29 Yeas and 8 Nays. *On Monday, May 19, 2025, the Governor approved HB 481.*

Status: PASSED – **Chapter No. 2025-39**

Effective Date: Upon becoming law

Brownfields

HB 733 by Representative Anderson makes the following changes related to the Brownfields Program (program):

- Extends the contaminated site eligibility cutoff date for local government participants that did not cause or contribute to the contamination from July 1, 1997, to July 1, 2025.
- Streamlines a process that requires certain sites to obtain approval from the Environmental Protection Agency to participate in the program.
- Revises the requirements and timing for claiming a certain tax credit under the Voluntary Cleanup Tax Credit program.
- Allows larger brownfield properties to be subdivided into smaller parcels for purposes of brownfield site rehabilitation.
- Revises other requirements and procedures related to the program.

HB 733 unanimously passed the House and Senate with a vote of 116 Yeas and 32 Yeas respectively.

On Tuesday, June 3, 2025, the Governor approved HB 733.

Status: PASSED – **Chapter No. 2025-116**

Effective Date: July 1, 2025

Judiciary

Flood Disclosures

SB 948 by Senator Bradley requires landlords of residential properties to provide prospective tenants with a flood disclosure prior to or when a rental agreement is executed. If a landlord fails to disclose flood information truthfully, the tenant may terminate the rental agreement within a certain timeframe and the landlord must refund the tenant all amounts paid in advance by the tenant; however, a tenant remains liable for sums owed to the landlord prior to the date the rental agreement was terminated. These requirements also apply to mobile home park owners and prospective lessees of a mobile home lot. The bill also revises the type of flood information that must be disclosed to prospective purchasers of residential real property. SB 948 passed the House and Senate unanimously with a vote of 114 Yeas and 37 Yeas respectively. It is now enrolled and will soon be presented to the Governor for his approval. *On Friday, June 20, 2025, the Governor approved SB 948.*

Status: PASSED

Effective Date: October 1, 2025

Regulated Industries

Utility Relocation

HB 703 by Representative W. Robinson modifies the process and cost responsibilities related to the required relocation of facilities that are used by communications services providers to provide service and are located in a public right-of-way. The bill creates the Utility Relocation Reimbursement Grant Program within the Department of Commerce to reimburse providers of communications services which are subject to the state's communications services tax provisions, for relocation expenses directly attributable to the physical relocation of facilities required by a county or municipal authority. The bill also revises the process for communications services providers that have permitted infrastructure within a planned or existing public right-of-way within 90 days after a project is added to the department's project schedule which may require the provider to relocate its infrastructure for roadway improvements to increase safety or reduce congestion. HB 703 unanimously the House and Senate with a vote of 106 Yeas and 37 Yeas respectively. *On Thursday, June 5, 2025, the Governor approved HB 703.*

Status: PASSED – **Chapter No. 2025-122**

Effective Date: July 1, 2025

Natural Resources & Disasters

Water Access Facilities

HB 735 by Representative Brackett allows marine manufacturers to participate in the Department of Environmental Protection's Clean Marina Program. The bill also expands the Florida Boating Improvement Program to allow the program to provide grants for the construction and maintenance of publicly-owned parking for boat hauling vehicles and trailers. HB 735 unanimously passed the House and Senate with a vote of 112 Yeas and 37 Yeas respectively. *On Friday, May 19, 2025, the Governor approved HB 735.*

Status: PASSED – **Chapter No. 2025-41**

Effective Date: July 1, 2025

Bills that Failed

“Rural Renaissance”

SB 110 by Senator Simon unanimously passed off the Senate Floor on Wednesday, March 19, 2025. A priority for Senate President Bill Albritton, this bill has a \$200 million package of economic development plans for rural counties. Designed to bolster rural areas by funding a range of areas such as transportation, healthcare, and other economic development projects, SB 110 was heard in the House on April 25, 2025, with a series of amendments that were filed, two failed and one was adopted. The adopted amendment included language regarding community redevelopment agencies filed by Representative Giallombardo. The bill passed the House with a vote of 69 Yeas and 42 Nays. SB 110 returned to the Senate for a vote on the bill that now

included the amended language. The Senate refused to accept the adopted amendment returning the bill in its original format back to the House in returning messages for a vote. On June 16, 2025, SB 110 died in returning messages as it was not heard again by the House for consideration.

Status: **FAILED**

Community Redevelopment Agencies

SB 1242 by Senator McClain requires local governing bodies to declare themselves as community redevelopment agencies, restrict plan modifications, prohibit certain expenditures, and revise termination requirements. On Wednesday, April 30, 2025, SB 1242 was scheduled to be heard on second reading but was temporarily postponed. It was again postponed on Thursday, May 1st, as well as Friday, May 2nd, thus it has died on second reading. Its House companion, **HB 991 by Representative Giallombardo, was substituted for SB 110 by Senator Simon** which will be considered when the Legislature returns for budget conference.

Status: **FAILED**

Utility Services

HB 1523 by Representative Busatta requires new public meeting requirements and annual consumer input sessions for municipal utility services, limits non-utility revenue use, sets stricter caps on surcharges, mandates utility reporting, and broadens preemption on local energy restrictions. The bill reduces the maximum permissible surcharge on out-of-area water and sewer rates from 50% to 25%. The bill also limits the portion of out-of-area utility revenues a municipality may transfer to fund general government functions to 10%, with excess revenues reinvested or returned to those customers. On Thursday, April 24th, HB 1523 favorably passed off the House floor with a vote of 80 Yeas and 31 Nays. It was sent to Senate Messages where it was received and referred to Senate Rules where it died. Its Senate companion, **SB 1704 by Senator Calatayud** was never heard thus, it also died.

Status: **FAILED**

“Suits Against the Government”

HB 301 by Representative McFarland raises liability for tort claims against government entities in three phased amounts depending on when the cause of action accrues. It also revises notice and filing deadlines and clarifies settlement and insurance requirements. On April 16, 2025, HB 301 favorably passed off the House floor in a vote of 103 Yeas and 11 Nays. The bill was sent to Senate messages where it was received and referred to Senate Rules. The bill was never heard in Senate Rules thus it died. Its Senate Companion, **SB 1570 by Senator DiCeglie**, has been referred to three committees and was never considered.

Status: **FAILED**

Housing

SB 184 by Senator Gaetz requires each county and municipality to enact an ordinance, by December 1, 2025, to allow accessory dwelling units (ADUs) in all single-family residential areas. Under current law, local governments are authorized, but not required, to enact such ordinance. The bill expressly allows local governments to regulate the permitting, construction, and use of ADUs, with specified expectations. The bill also allows certain land donated to a local government for

affordable housing to be used to provide affordable housing to military families receiving the basic allowance for housing. An amendment was filed that mandates local governments to allow and regulate accessory dwelling units, clarifying rules about owner residency and parking requirements. The amendment also adjusts affordable housing initiatives, including the inclusion of accessory dwelling units in local government plans and providing tax-related relief for properties with such units. The House Adopted the amendment and passed the bill with a vote of 97 Yeas and 10 Nays. The Senate refused to concur with the Amendment and asked the House to recede however, the House insisted that the Senate adopt the amendment. SB 184 died in Senate returning messages and has now been indefinitely postponed.

Status: **FAILED**

Waste Incineration

HB 1609 by Representative Weinberger prohibits the Department of Environmental Protection and local governments from issuing a construction permit for certain types of waste disposal facilities with proposed locations that are within a half-mile radius of residential properties or schools. This prohibition does not apply to any construction, current operation, or modification to structures or operations that exist as of July 1, 2025. On Wednesday, April 23rd, HB 1609 was heard on the House floor where two amendments filed were ruled out of order, one failed, and one was adopted. It favorably passed off the House floor with a vote 99 Yeas and 13 Nays. The bill was then sent to Senate messages where it was received and referred to Rules. In the final days of the 60-day session, many amendments were filed on HB 1609. One of the main amendments filed by Senator Martin was to redesignate various sections of the statute related to waste management and recycling, with specific definitions and provisions for auxiliary containers. The House refused to concur with the Amendment and asked the Senate to recede. The Senate refused to recede and insisted that the House concur. The bill died in returning messages.

Status: **FAILED**

Local Business Taxes

HB 503 by Representative Botana enhances auditing and compliance processes for local business taxes in Florida and revises tax rate structure and conditions. It would require the Auditor General to contact non-compliant local governments regarding local business taxes, requesting evidence of corrective actions within specified timeframes, and notifying the Legislative Auditing Committee if compliance is not achieved. The bill creates a limitation on the amount of revenue a local government may receive from local business taxes under Chapter 205, F.S., based on the revenue from those taxes that the local government received in the local fiscal year ending September 30, 2024, or ending September 30, 2025, whichever is greater. If a local government receives more local business tax revenue than the revenue base allows, the local government must proportionally reduce its tax rates and must issue refunds or credits to taxpayers. This bill provides guidance on how those refunds and credits must be calculated and when they must occur. The bill also provides that local business tax rate structures, classifications, and rates may not be increased or modified, other than to repeal them, after October 1, 2025 and makes conforming changes to other sections of Chapter 205, F.S., as needed. HB 503 was referred to three committees of reference and were heard in two, House Ways & Means Committee and House Intergovernmental Affairs Subcommittee where it passed

favorably. The bill died in its last committee House State Affairs. Its Senate companion **SB 1196 by Senator Truenow** was referred to three committees and did not receive a hearing.

Status: FAILED

Local Option Taxes

SB 1664 by Senator Trumbull requires certain local option taxes to periodically renewed or reenacted through ordinances approved by referendum, establishes expiration date requirements, clarifies bond obligation provisions, and outlines new referendum procedures. The bill favorably passed its final committee and was placed on the calendar for second reading but was never heard on the Senate floor thus, it died. Its House companion, **HB 1221 by Representative Miller**, favorably passed its final committee and was read on the House floor for a second time where two amendments were adopted. On third reading it favorably passed off the House floor with a vote of 62 Yeas and 45 Nays. It was then sent to Senate messages where it was received and referred to Senate appropriations where it died.

Status: FAILED

Taxes

HB 7033 by Ways & Communities and Representative Duggan revises tourist development tax provisions, reduces and adjusts multiple state and local taxes, and modifies local government procedures and property tax rules. For sales tax, the bill reduces Florida's state sales tax rates by 0.75%. The bill also changes Tourist Development Taxes from limited use to general revenue, which must be used to offset county property taxes beginning in 2026. Lastly, the bill would eliminate local government's ability to opt out of the missing middle tax exemption. On Friday, April 25, 2025, HB 7033 was read a second time where three amendments failed, and two amendments were adopted. The bill favorably passed on third reading with a vote of 78 Yeas and 29 Nays. The bill is now in Senate Messages where it was received in referred to Appropriations. **HB 7033** will be discussed when members return to Tallahassee for the 2025 Regular Session Extension.

Status: TEMPORARILY POSTPONED

Update: The Legislature did not hear HB 7033. Instead, they heard HB 7031 Sales Tax Rate Reductions which was the final tax package.

Once again, we extend our sincere appreciation for your steadfast commitment, dedication, and trust in us. We are dedicated to continuing our efforts and will work closely with you and all stakeholders to prepare for the next legislative session.

Sincerely,



Protecting the City of Palatka's Grant Assurances

City of Palatka should:

- 1. Have an executed lease, on file, where it is accessible when needed**
- 2. Ensure tenant use meets FAA's definition of "Aeronautical Use"**

The 2024 Kutchins and Groh Lease Assessment of Palatka Municipal Airport

Based on the consultant's due diligence, the Kutchins and Groh conclusion recommends that the City of Palatka, *"lease the facility with an established lease rate through a formal lease to an entity who will utilize the access to the airfield and provide some kind of aeronautical use."*

Mr. Nations Statement of Aeronautical Use is included for filing along with a formal lease agreement.

STATEMENT OF AERONAUTICAL USE

Mr. Nations's use of building #W4 ("the Premises") complies with the FAA definition of an aeronautical use of airport property.

The FAA defines the aeronautical use of airport property as "any activity that involves, makes possible, is required for the safety of, or is directly related to the operation of aircraft." See FAA Order 5190.6B, *FAA Airport Compliance Manual*, Chapter 18, Section 18.4. The FAA even provides a list of examples of the type of activities that qualify as an aeronautical use of airport property, including but not limited to essential services that directly support flight operations, such as aircraft maintenance, fueling, and servicing; aircraft storage; communications; cargo processing; and pilot training. See FAA Order 5190.6B, *FAA Airport Compliance Manual*, Appendix Z; and The FAA's *ARP National Compliance Workshop*, November 21, 2024.

In the instant case, Mr. Nations's use of the Premises meets the FAA definition of aeronautical use because Mr. Nations uses the Premises for essential services that directly support his flight operations. Firstly, the Premises is an essential tool for Mr. Nations's international flights to St. Croix, and for his business in transporting heavy machinery parts to St. Croix, since Mr. Nations uses the Premises to house, process, and transport this cargo, and since Mr. Nations has 24/7 access to the Premises, thus allowing Mr. Nations to transport this cargo to St. Croix whenever needed. Additionally, the Premises gives Mr. Nations and his pilots an area where they can plan and manifest their flights to and from St. Croix using the Advance Passenger Information System, which is required for any international flight that seeks to return to the United States. The Premises is also an essential tool for Mr. Nations's flights because the Premises often serves as a checkpoint and brief rest area for Mr. Nations and his pilots during their flights, allowing them to have an area

to use the restroom, wait and observe the weather, or take a brief nap before continuing with the flight. Additionally, Mr. Nations uses the Premises to: train his personal pilots; coordinate the repair and maintenance of his aircraft and the check flights on that aircraft; store aircraft records, such as maintenance logs and receipts; and store aircraft parts, such as his tow bar and communication radios. Moreover, Mr. Nations uses the Premises as a safety checkpoint for charter transport flights, giving the flights a place for a brief respite.

Thus, Mr. Nations's use of the Premises meets the FAA definition of an aeronautical use of airport property because Mr. Nations's use of the Premises 'involves, makes possible . . . [and] is directly related to the operation of aircraft.' For Mr. Nations, the Premises serves as the operational hub for his flights. It is where he conducts all of the essential services that directly support his flights, such as the planning of his flights and the storage and processing of his cargo. Without the ability to use the Premises, Mr. Nations's flight operations would be significantly hindered since he would no longer have the operational hub to directly support his flights.

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

FBO - W4 LEASE AGREEMENT

This FBO LEASE AGREEMENT (the "Agreement") entered into as this ____ day of _____, 2025 by and between the CITY OF PALATKA, Palatka Municipal Airport, hereinafter known as "Lessor" and National Industrial Services, LLC hereinafter known as "Lessee."

In consideration of the mutual covenants and agreements herein mention to be performed by the respective parties, and in consideration of the rental hereinafter designed to be paid, Lessor hereby leases, rents and demises unto Lessee, its successors, grantee and assigns, and Lessee does hereby hire and rent the below described property:

1. LEASE OF FBO FORMER TERMINAL:

Lessor hereby leases to Lessee FBO, Unit W4 (the "FBO") located at PALATKA MUNICIPAL AIRPORT (the "Airport"). The FBO shall be used and occupied by Lessee for aviation-related activities.

2. TERM:

The term of this agreement shall commence on August 1, 2025 and continue in effect until July 31, 2028. However, if either party fails to comply with the provisions outlined in this lease agreement, it may be terminated by either party with 30 days written notice. Lessor reserves the option to release Lessee from the lease with 30 days written notice from Lessee. In the event Lessee continues to occupy the premises after the last day of the term hereby created, or after the last day of any extension of said term, and the Lessor elects to accept paid rent thereafter, a tenancy from month to month only shall be created under and subject to all other provisions contained herein.

3. RENT:

For the use of the FBO, Lessee shall pay the Lessor the amount of \$875.00 per month, plus applicable tax, payable in advance before the first day of each month. If the Lessee makes any monthly payment more than ten (10) days after the payment is due and owing, PALATKA MUNICIPAL AIRPORT reserves the right to assess a one- and one-half percent (1 ½%) late fee per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due. In accordance with Florida Statutes 719.108, PALATKA MUNICIPAL AIRPORT reserves the right to assess an administrative fee in addition to such said late fee, in an amount not to exceed twenty-five dollars and no cents (\$25.00) for each installment of the assessment for each delinquent installment that the payment is late. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided fall on any other date other than that first day or last day of a calendar month, the

applicable rentals, fees and charges for that month shall be assessed on a pro rata basis according to the number of days in that month during which the premises, facilities, rights, services or privileges were enjoyed. Checks shall be made payable to: PALATKA MUNICIPAL AIRPORT and mailed or delivered to: 4015 Reid Street, Palatka, Florida 32177.

4. OBLIGATIONS OF LESSOR:

A. Services Provided:

A.1. Building Maintenance and Repair: Lessor will maintain the structural components of the FBO building, including doors and door mechanisms. Lessor will provide light, electricity, and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess an additional fee for consumption of utilities by Lessee beyond normal usage as may be determined by Lessor. At no time shall Lessor be expected to provide utilities not already present upon execution of this Lease Agreement.

A.2. Ingress/Egress: Lessee shall have at all times the right of ingress and egress to and from and into the FBO, except under extreme unpreventable conditions such as act of war, security threats, hurricanes, downed power lines, or other hazards to public safety as may be determined by Lessor or other jurisdiction body or agency. Lessor shall make all reasonable effort to keep such ingress/egress free and clear of hazards and obstructions, natural and manmade.

A.3. Regulatory Review: Lessor shall maintain the most current copy of the Airport's *Minimum Standards*, and/or *Operations & Safety Manual*, and/or *Airport Rules and Regulations*, such as may or may not be in existence, in the terminal building and shall produce it on demand to Lessee.

5. OBLIGATION OF THE LESSEE:

A. Storage:

At no times shall Lessee store or install any appliance, small or otherwise, or equipment or machinery in the FBO unless otherwise approved prior in writing by the Airport Manager. Lessor reserves the right to assess Lessee an additional monthly fee for consumption of additional utilities incurred during the use of any appliances, equipment, or machinery.

B. Building Maintenance and Repair: The Lessee shall maintain the FBO in a neat and orderly condition and shall keep the FBO clean and clear of oil, grease, and other toxic chemicals. No explosive or flammable materials will be stored within or about the FBO. No boxes, crated rubbish, paper, or other litter that could cause or support combustion shall be permitted within or about the FBO. Additionally, no shop equipment shall be stored or installed in the FBO.

The Lessee shall be responsible for all damages to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damages to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair damaged premises or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's

expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with the City and Airport Building and Fire Code, Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining Lessor's permission and obtaining a permit, if required.

C. Use of FBO: FBO is for aviation-related activities. However, the FBO shall not be used as workshops, repair shops, maintenance shops, or general storage. The storage of flammables and other chemicals are prohibited. The storage of boats or other water vehicles, motorcycles, , RV's, campers, other motor vehicles or other non-aviation items are prohibited. Lessee may, however, park their ATV or vehicle beside the FBO during such time that Lessee is using the premises.

D. Commercial Activity: Any commercial activity based out of the FBO must be aeronautical-related and shall comply with Palatka's Municipal Code. It is the Lessee's responsibility to comply with all local, state and federal use requirements.

E. Alterations: Lessee covenants and agrees not to install any fixtures or make alterations, additions or improvements to the FBO without the prior written approval of Lessor. All fixtures installed or additions and improvements made to the FBO shall become Lessor's property and shall remain in the FBO at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

F. Fire Extinguisher: Other applicable guidance is contained in NFPA 409, which can be viewed in the office of the Airport Manager at the terminal building. The Lessee shall maintain at all times, in the FBO, an approved twenty-pound dry chemical fire extinguisher suitable of Type "A", "B", and "C" fires, with current inspection certificate from an approved fire equipment company affixed at all times.

G. Signage: The Airport shall present an anesthetically pleasing appearance as possible.

H. Secured Access: The Lessee shall be issued a FBO Lock by the Lessor with one key supplied to the Lessee and the master key to be retained by the Lessor.

I. Environmental Laws: 1. Notwithstanding any other provisions of this Agreement, and in addition to any other Agreement requirements and other covenants and warranties of Lessor, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, Regional and local government laws, ordinances, regulations, orders and rules without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resource due to, or in any way results from, the conduct by Lessee or its operation pursuant to or upon the premises.

Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, Regional and local laws, regulations and ordinances protecting the environment and natural resources, but not limited to: The Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resources Conversation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Super Fund"), and all rules

and regulations promulgated or adopted thereunder as same may from time to time be amended. Lessee further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all State and local ordinances, rules and regulations protecting the environment. Lessee agrees to keep himself or herself informed of future changes in the existing environmental laws.

Lessee expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damages to property or injury or death to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental laws or regulations.

J. Compliance with Applicable Laws, Rules, and Regulations: In utilizing the FBO during the term of this Agreement, Lessee expressly agrees to comply with current registration, licenses and all applicable Federal, Regional, State, and local laws, ordinances, rules and/or regulations, without limitations, as so may be in existence or hereafter be in existence or revised, or thereof be adopted by Lessor, which govern or apply, directly or indirectly, to the existence and/or operations of this Airport. Tenant will comply with all FAA Regulations.

Furthermore, Lessee expressly agrees to adhere to all rules and regulations promulgated by Lessor including but not limited to the Airport's *Minimum Standards, Operations & Safety Manual*, and *Airport Rules and Regulations*, as may be in existence. Lessee agrees that these documents are a part of this Lease Agreement and that Lessor may, from time to time, modify and/or update these documents. All updates and/or revised shall be considered a part of this Lease Agreement. It shall be the sole responsibility of Lessee to keep abreast of all laws, rules, and regulations that may govern this Airport.

6. RIGHTS RESERVED:

A. Hazard Removal and Mitigation: With a five (5) day notice, Lessor reserves the right to take any appropriate action to assure the aerial approaches and 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, marketing, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

B. Compatible Land Lease: Lessor reserves the right to take any appropriate action, including the adoption of zoning laws, to the extent reasonable, 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 taking off of aircraft, and any noise compatibility program.

C. Airspace and Approaches: Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, or locating any building, object or

structure on leased premises adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

D. Access into FBO: Lessor or the local Fire Marshall reserves the right at any time to enter the FBO for safety, security, fire, compliance inspections, or maintenance reasons. The Lessor shall make reasonable effort to provide notice of at least 24 hours to provide Lessee an opportunity to be present. Lessor shall not be expected to provide notice for "surprise" inspections being conducted by other agencies that have not provided notice to Lessor. If any deficiency in compliance with this Agreement is found, including any fire or accident hazard, Lessee shall be so informed, and shall have five (5) days from notice to rectify the hazard. In the event of an emergency, as may be defined by Lessor, Lessor reserves the right to attain immediate access into the FBO by whatever means may be necessary.

E. Aviation Fuels and Other Fuels: The Lessor retains the exclusive right of fuels sold or brought onto the airport. Any fuels brought onto the airport other than those bought from Lessor may be subject to a fuel flowage fee. An additional fifteen percent (15%) will be accessed upon the total monthly FBO payment, including any and all late fees accessed, if lessee utilizes auto fuel as the primary aircraft fuel source, or imports any other fuels, Jet or Av Gas, and any derivatives thereof, for use as an aircraft fuel source. This assessment will be an automatic assessment on all aircraft classified as light or ultra-light aircraft.

Any aircraft using auto fuel must have an STC issued by competent authorities and a copy of the STC certificate stating, in part, the aircraft registration "N" number, the engine number and the aircraft serial number listed thereon, to be filed with the Lessor.

F. Denial of Access: Lessor shall have at all times the right to restrict or deny access to any and all persons onto the Airport or to portions of the Airport proper in the event of hazardous conditions including but not limited to security threats, hurricanes or other extreme weather, downed power lines, construction events, or other hazards to public safety as may be determined by Lessor or other jurisdiction body or agency until such time the hazard has been removed and the area declared safe.

7. NONEXCLUSIVE RIGHTS:

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

8. SUBLEASE / ASSIGNMENT:

Lessee agrees not to sublease the FBO or to assign this Agreement without the prior written approval of Lessor. The parking of aircraft not owned or leased by the Lessee in the FBO shall constitute a sublease.

9. CONDITION OF PREMISES:

Lessee shall accept the FBO in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repair of any kind on or about said FBO.

10. DAILY APPEARANCE AND CONDITION OF PREMISES

Lessee shall keep the leased premises and surrounding grounds in an orderly fashion and free of junk, clutter, or debris. Lessee shall maintain all facility and office equipment inside the FBO when not in immediate use.

11. INSURANCE:

Lessee agrees to maintain, at its own expense, insurance of such type and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the Aircraft or other property, and against liability for personal injury or death, arising from acts or omission of Lessee, its agents and employees. THE CITY OF PALATKA SHALL BE NAMED AS ADDITIONAL CO-INSURED and such policy or policies shall contain a provision whereby Lessee's insurer waives any right of subrogation against Lessor, its agents and employees and providing the Lessor must receive at least a ten (10) day written notice of any cancellation of Lessee's insurance coverage.

Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binder evidencing the existence of the insurance required herein. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his / her insurance policy and that the insurance has remained in force. If the Lessee fails to provide or is unable to provide proof of insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a FBO shall have insurance coverage in amounts not less than the following:

- A) Bodily Injury: \$100,000.00 per person and \$300,000.00 per accident
- (B) Property Damage: \$100,000.00 per accident

12. AIRPORT SECURITY AND SECURITY DEPOSITS:

Lessor shall define Airport security as a measurable level that provides a secure and safe environment as current Airport operations may demand. All mandates from higher authorities shall be implemented.

For reasons of Airport Security, Lessee shall be issued a FBO lock by Lessor with one key supplied to Lessee and the master key to be retained by Lessor. Lessee shall be issued by Lessor one entrance Gate Access Card. Lessee shall tender for deposit by Lessor a security deposit in an amount equal to twenty dollars (\$ 20.00) for FBO key, and ten dollars (\$ 10.00) for Gate Access Card. Lessee shall be required to tender for same deposit, an amount equal to \$333.00 or one month' rental rate, whichever is higher, as a security against damages to the FBO building. Lessor will deposit said funds in a City administered, non-interest-bearing bank account and will be

remitted to the Lessee upon such time when FBO lock and key and Gate Access Card is returned to Lessor, or termination of Lease and the FBO has been surrendered to Lessor, free of damages, reasonable wear and tear expected of all.

Said lock is the only lock authorized to secure FBO. Should any other means be found securing FBO, Lessee shall forfeit deposit and Lessor shall have the right to remove unauthorized means and re-secure FBO at full cost to Lessee. Under no circumstances shall duplicate keys or additional Gate Access Cards be **authorized or issued**. Any Gate Access Card found being used by a person other than to whom it was issued shall be deactivated.

For reasons of Airport Security, only Lessee, other Airport tenants, and legitimate Airport users shall be permitted access onto Airport property. Lessor shall not be expected to admit agents and visitors of Lessee.

Lessee expressly agrees to comply with all applicable Federal, Regional, State, and local laws, ordinances, or regulations, without limitations, as so may be in existence or hereafter be revised or adopted by Lessor, which govern or apply, directly or indirectly, to the Security of this Airport.

13. CASUALTY:

In the event the FBO, or means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided the FBO is not rendered un-leasable by such damage. If the FBO is rendered un-leasable and Lessor elects to repair the FBO, the rent shall abate for the period during which repairs are being made, provided the damage was not caused by acts or omissions of Lessee, its employees, agents, invitees, in which case the rent shall not abate. If the FBO is rendered un-leasable and Lessor elects not to repair the FBO, this Agreement shall terminate.

14. INDEMINITY-FORCE MAJEURE:

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, interruptions, delays, losses, claims, judgments of any kind whatsoever, arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees, or agents, including all cost. Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the Aircraft and any other property of Lessee from the FBO using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice, attorney's fees, and expenses incidental thereto, which may be suffered by, or charged to Lessor by reason of any loss of or damage to any property or injury to or death of any person, or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure in this Agreement or for any loss, injury, damage, or delay of any nature whatsoever resulting therefrom caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.

15. DISCLAIMER OF LIABILITY:

Lessor hereby disclaims, and Lessee hereby releases and hold harmless Lessor from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invites during the term of this Agreement, including but not limited to loss, damage or injury to the Aircraft or other property of Lessee that may be stored in the FBO, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue of anticipated profits or other related circumstances to the leasing of the FBO under this Agreement.

16. DEFAULT:

This Agreement shall be considered breached if:

- (A) Lessee shall default in the payment of any rental payment hereunder;
- (B) Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessee or notice thereof from Lessor;
- (C) A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization of an agreement);
- (D) Lessee assigns his/her property for the benefit of creditors; or
- (E) Lessor determines after a re-evaluation the Lessee is not in compliance with the terms of the Agreement on a routine and/or consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall at its option, and without further notice, have the right to terminate this Agreement, deactivate the Gate Access Key, change the FBO lock, and to remove the Aircraft and any other property of Lessee from the FBO using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice prior to the completion of any eviction proceedings.

Furthermore, Lessor shall also have the option, in the event of breach, to deny Lessee access onto Airport property until such time said breach has been satisfied.

Exercise by Lessor of either or all of the rights specified above shall not prejudice Lessor in law or equity including but not limited to court costs and attorney's fees for bringing legal action against Lessee.

17. ADMINISTRATIVE FEES:

Lessee shall keep himself / herself refreshed and in compliance with all provisions contained herein. Should Lessee breach any term, covenant, condition or provision of this lease, Lessee shall be responsible for 100% of any and all monies extended by Lessor during the pursuit and/or enforcement of this Lease Agreement including, but not limited to: postal fees, telephone service fees, reasonable attorney fees or other agency's fees, paper costs, payroll expenditures, and any other administrative fees occurred by Lessor during the enforcement of this Lease Agreement.

18. NOTICE:

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested.

(A) As to Lessor, addressed to:
PALATKA MUNICIPAL AIRPORT
Airport Manager
4015 Reid Street
Palatka, Florida 32177

(B) If to Lessee, addressed to:

National Industrial Services
2 Kay Larkin Circle
Palatka, FL 32177

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt. If receipt is not returned, within ten (10) calendar days after mailing of the notice.

19. GOVERNING LAWS:

This Agreement shall be constructed in accordance with the laws of the State of Florida. Jurisdiction venue shall be Putnam County, Florida.

20. RELATIONSHIP OF PARTIES:

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent or contractor of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

21. WAIVER:

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the remaining terms hereof.

22. SEVERABILITY:

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

23. SUCCESSORS BOUND:

This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, and successors of the parties hereto.

24. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement and understanding between parties, as of its effective date and supersedes all prior independent agreements between parties related to the leasing of the FBO and covering the subject matter hereof. Excluding rate adjustments occurring as herein defined, any changes or modifications hereto must be in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in Palatka, Putnam County, Florida, this _____ day of _____, 2025.

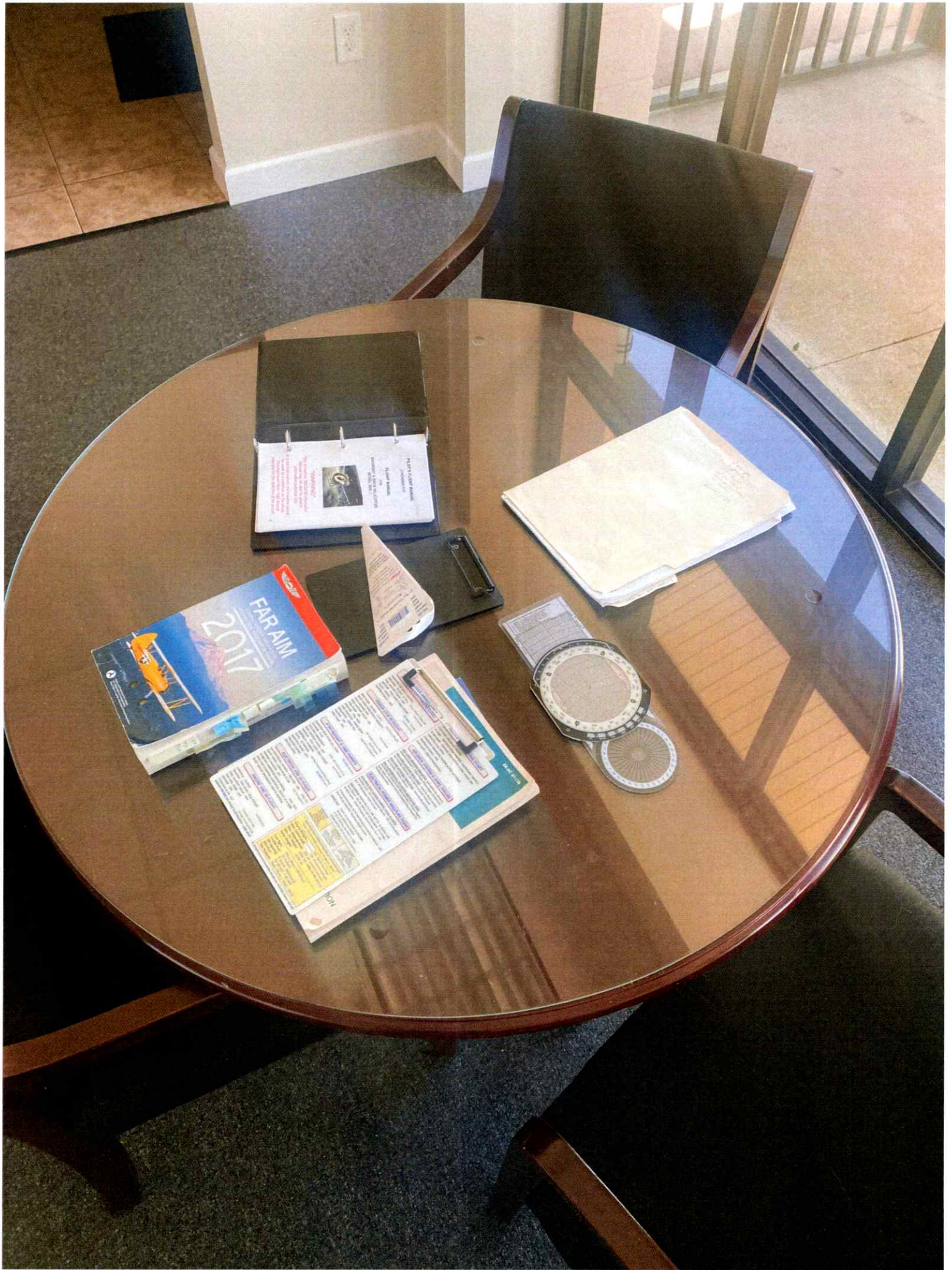
Witness as to Lessee

Lessee

Witness as to Lessor

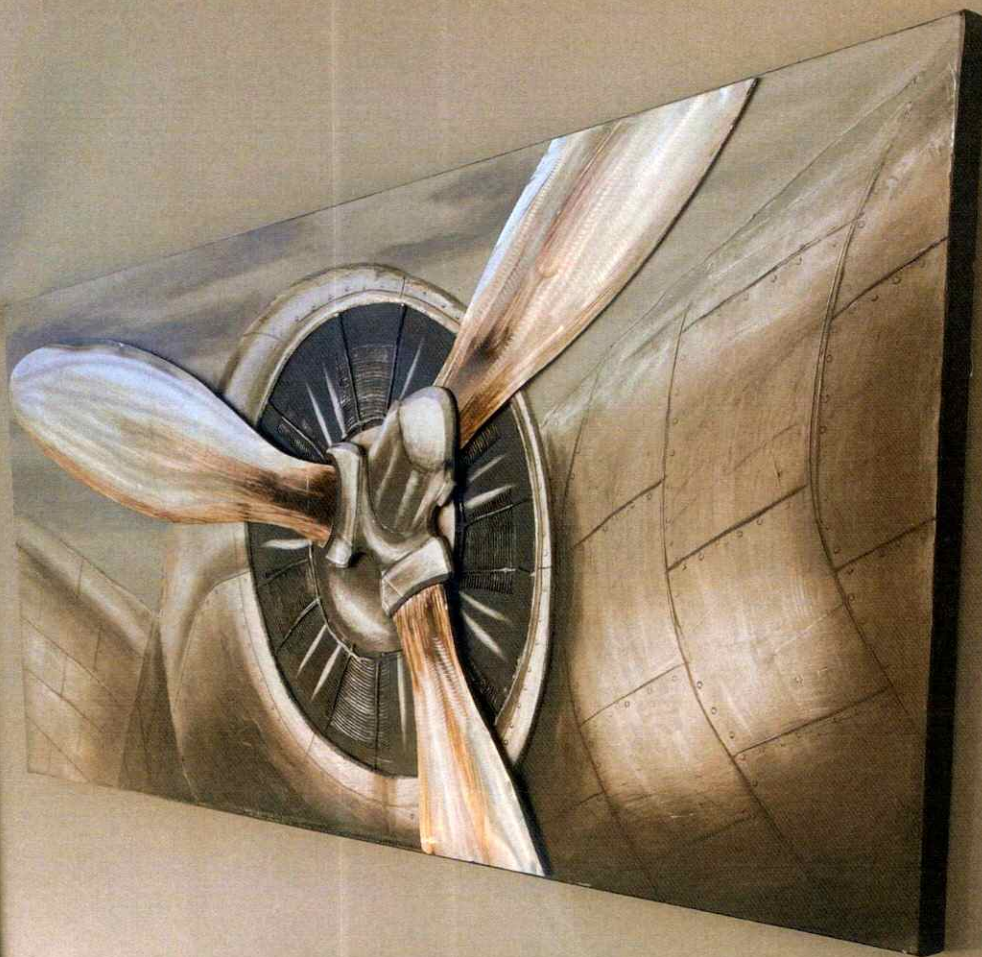
Lessor- Yul McNair
Airport Manager
Palatka Municipal Airport
CITY OF PALATKA, Florida

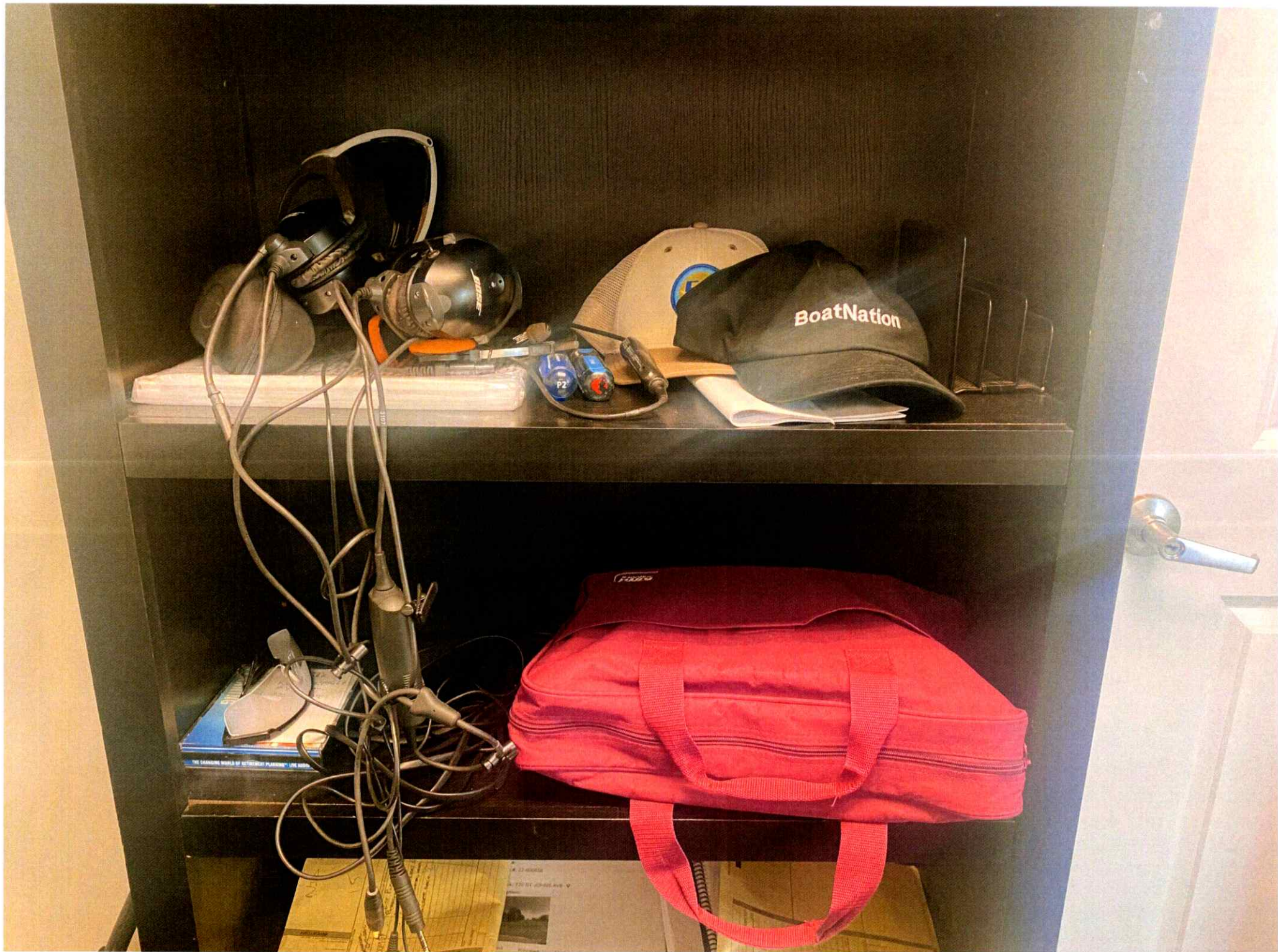
















The City of Palatka
City Manager Marcia Carty
110 North 11th Street
Palatka, Florida 32177

Re: Skeet Club lease with the City of Palatka

Dear Ms. Carty,

I want to extend my sincere appreciation for your time and engagement during our meeting on June 18, which included City Attorney Jane West, Airport Manager Yul McNair, and Community Affairs Director Eddie Cutwright. We are grateful for the opportunity to engage in meaningful dialogue regarding the concerns raised about the continued operation of the Palatka Skeet Club.

We acknowledge receipt of the City's written correspondence dated July 8, outlining the proposed adjustment to our lease payments in response to the Federal Aviation Administration's (FAA) guidelines concerning the fair market rental value of airport property. We appreciate the clarity provided in that communication and recognize the City's obligation to remain compliant with FAA regulations.

To address the broader issues raised during our discussion, it is our position that all ancillary concerns have been adequately considered and addressed. The matter of potential lead contamination has been consistently managed in full compliance with Florida Statute §790.333. Additionally, the Club



implemented a comprehensive lead reclamation program based on National Association of Remediators (NAR) standards, which was fully executed last year.

The matter of on-site security was addressed through a collaborative proposal offered by Sheriff DeLoach and Club President French, suggesting the reinstatement of living accommodations for a deputy sheriff at one of the existing RV sites—a solution that had been previously found effective.

The remaining concern, therefore, pertains specifically to compliance with FAA standards regarding fair market lease valuation. The Palatka Skeet Club has operated continuously at its current location since 1961. To the best of our understanding, no significant structural improvements had been made on the parcel prior to the Club's establishment. Historically, the only FAA inquiry into our lease occurred in 1986, when then City Manager Allen Bush responded. The FAA accepted the City's justification, and our operations continued without modification to the lease agreement. There have been no subsequent formal FAA challenges since that exchange.

The current issue appears to stem not from the FAA directly, but from an evaluation conducted by a third-party consultant engaged by the City. While we respect the City's initiative in commissioning this assessment, we take exception to the methodology employed by the consultant. The consultant characterized the Skeet Club as an incompatible land use adjacent to the airport but failed to acknowledge the FAA's prior findings or apply the necessary due diligence. Particularly concerning is the omission of the City-owned law enforcement firearms range, which is positioned at the departure end of an active runway. Logic would dictate that such a facility poses greater operational risk to aviation activity than a skeet club located in a wooded buffer zone. Notwithstanding, no operational conflict has ever been demonstrated—either between the Skeet Club and the airport or the airport



and the adjacent law enforcement range. This raises the fundamental question: why is this matter being pursued now, and on what evidentiary basis?

With that context in mind, we are prepared to accept the proposed lease adjustments detailed in your letter of July 8, 2023, effective upon the expiration of our current lease in 2029. To date, we are unaware of any breach or non-compliance with the existing lease terms.

The Palatka Skeet Club currently serves over 285 local members, including numerous individuals from the law enforcement and business communities. Since our founding in 1961, we have maintained a cooperative and mutually beneficial relationship with the City. Our history of constructive engagement is both long-standing and demonstrable.

Moreover, terminating our lease would have significant and measurable impacts on the local economy. The Club regularly hosts regional and state-level tournaments that draw competitors and visitors from across the Southeast, filling local hotels, patronizing restaurants, and supporting small businesses. In addition, the Club has a deep-rooted commitment to youth development through initiatives such as our youth skeet camp and participation in the Scholastic Clay Target Program. These programs emphasize firearm safety, structured recreation, and mentorship, and have been shown to correlate with reductions in juvenile delinquency and increased civic engagement.

In light of the foregoing, we respectfully request clarification regarding the City's intended course of action prior to the upcoming City Commission meeting, scheduled for July 24, specifically regarding the proposed timeline for implementing the increased lease payments. Several members of our



Board, as well as I, plan to attend and will be available to provide clarification or respond to inquiries as necessary.

Thank you again for your consideration of these matters. We remain hopeful that this issue can be resolved in a manner that honors both the City's regulatory responsibilities and our long-standing presence as a community partner.

Respectfully,

/s/ Alex Sharp

Board Member

CC: President Terry French
VP Hunter Winkleman
Board Member- Gator DeLoach
City Attorney Jane West
Airport Director Yul McNair

ROBERTA M. CORREA
MAYOR-COMMISSIONER

ANNIE H. DAVIS
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



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

MARCIA G. CARTY, CPA, CGFO
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

KAREN HAYES, MMC
CITY CLERK

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

July 8, 2025

The Palatka Skeet Club, Inc.
PO Box 1546
Palatka, FL 32178-1546

Mr. Alexander Sharp, Esq.
General Counsel
Putnam County Sheriff's Officer
130 Orié Griffin Blvd.
Palatka, FL 32177

Re: Skeet Club lease with the City of Palatka

Dear Mr. Sharp:

The City of Palatka appreciates the recent meeting we had with you, Sheriff Gator DeLoach, and Terry French, President of the Skeet Club regarding the 20-year dollar lease with the City. I also appreciate the information that you provided regarding Fla. Stat. 790.333 pertaining to sport shooting and training range protection along with a narrative about the Skeet Club. As discussed, the City of Palatka is undergoing a comprehensive review of all leases for city-owned properties. While it appears that there was a plausible basis for the Skeet Club's operations on airport property back when the Club was first established, circumstances have changed that warrant attention.

The non-aviation use of the Kay Larkin Municipal Airport grounds were part of a formal compliance status inquiry on June 4, 1986 initiated by Robert Billingsley of the FAA. The City of Palatka responded to this inquiry by advising the FAA of two long-term leases which have existed since 1961. One is for the Skeet Club's operations and the other is utilized by the City Police Department as a training facility. The November 4, 1986 letter from the City to the FAA noted that both facilities have minor improvements that can be removed at little cost and with short notice. In our recent meeting, it was confirmed that this was still the case for the Skeet Club. I am attaching the 1986 correspondence exchange for your records.

FAA regulations require a fair market return on all new leases. The 2009 lease with the Skeet Club was for the nominal amount of \$1.00 per year, which as we understand, was paid in full for the entire 20-year term at the signing of the lease. This fails to meet the criteria for a fair market return. At the direction of the commission, the City is working to modify all our undervalued leases to reflect a better balance between a fair market rate and public purpose. The City is relying upon a recent appraisal of land around the Skeet Club and the lowest valuation is \$40,000 per acre. Based upon the calculations in the attached document, we estimate that a 2% annual rent rate would be appropriate (\$1,333 per month).

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

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

The commissioners indicated that this matter can be presented to them as they determine guidance to the City Manager for final action. The next commission meeting is scheduled for July 24, 2025. Please advise if you would like to be on the agenda on that date. Thank you.

Respectfully,

A handwritten signature in blue ink, appearing to be 'JW', is written over the typed name and title.

Jane West, Esq.
City Attorney

Enc.

Cc: City Manager Carty w/ enc.
Commissioners w/ enc.

SKEET CLUB LEASE
JULY 1, 2025
RENT DETERMINATION

Total land value: 20 acres x \$40,000¹ = \$800,000
Use: Passive recreational/primarily vacant/storage

FMV Annual Rent estimate

Lease Rate (%) Annual Rent Estimate

2%	\$16,000
5%	\$40,000
8%	\$64,000
10%	\$80,000

Monthly Rent (at common rates):

- **2% annual** → \$1,333/month
- **5% annual** → \$3,333/month
- **8% annual** → \$5,333/month
- **10% annual** → \$6,667/month

Source: Calculation is based on industry-standard appraisal and leasing practices.
Appraisal Institute "The Appraisal of Real Estate" – foundational text for appraisers explains that land lease rates are often derived as a percentage of market value, with typical returns ranging from 2%-10% annually, depending on land type and market conditions.



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

¹ Based upon the real estate appraisal conducted by Durrance & Associates, date of valuation: July 1, 2024



DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
Orlando Airports District Office
4100 Tradecenter Street
Orlando, Florida 32812

JUN 4 1986

Mr. Allen Bush
City Manager
P. O. Drawer 1100
Palatka, Florida 32077

Re: FY-87 Airport Development Program
Compliance Status Inquiry; Kay Larkin
Municipal Airport

Dear Mr. Bush:

Further to your Preapplication dated November 15, 1985, the Federal Aviation Administration (FAA), Orlando Airports District Office, has identified the following project as potentially viable for inclusion in the FY-87 Airport Improvement Program:

→ Project Description: Reconstruct, mark, and light (MIRL) Runway 17/35

Required (estimated) Federal Funds: \$500,000

Section 511(a)(12) of Title V, Airport and Airway Improvement Act of 1982 requires that the FAA receive assurances satisfactory that, "...all revenues generated by the airport...will be expended for the capital or operating costs of the airport...."

Further, at airports which include Federal surplus property acquired for airport purposes, as at Kay Larkin Municipal Airport, there is an obligation pursuant to the original conveyance documents to insure that such property, if not needed to directly support an aviation use, must be available for use to produce income for the airport.

There is no violation of the conveyance documents if the City of Palatka is unable to arrange for productive use of such property. However, if used at all, it must produce income for the airport. This means that any lease or other rental arrangement covering the use of surplus property at Kay Larkin Municipal Airport must be reviewed by the FAA to assure that the fair rental value of the property will accrue to the airport and be available to meet airport expenses. Such a property may not be rented at a discount, or for nominal consideration, to subsidize non-airport objectives.

In determining what is the fair rental value, consideration must be given to the current market value of the property at its "highest and best" use.

A review of our records indicates that the last formal review of the compliance status of Kay Larkin Municipal Airport pursuant to the conveyance documents and the use of property for non-aviation purposes was conducted in August 1982.

Prior to any possible grant offer of Federal funding assistance on the project indicated above, the FAA must be assured that the Kay Larkin Municipal Airport continues to remain in compliance with the original conveyance documents; and that revenues generated by the airport are necessarily dedicated to airport capital and operating expenses.

Enclosed is a list of questions that has been developed specific to Kay Larkin Municipal Airport. Your answers are required to assist us in determining the compliance status of the airport. A response is requested no later than JUL 21 1988. If you have any questions please do not hesitate to contact Ms. Mary Maher (305) 648-6583.

Sincerely,

Robert Billingsley

5 W. Robert Billingsley
Supervisor, Plans and Programs

Enclosure

cc: Honorable E. L. Walker, Mayor, w/enclosure
FDOT, District #5, w/enclosure
Bristol Childs, w/enclosure

COMPLIANCE STATUS INQUIRY
KAY LARKIN MUNICIPAL AIRPORT

1. Please provide a list of all existing non-aviation use agreements and the approval date of same by the FAA.

PHILIP L. WALKER
MAYOR COMMISSIONER
LEON S. COMPTON
COMMISSIONER
JAMES H. BRYAN JR.
COMMISSIONER
PENNY DOWNS
COMMISSIONER
MARY LAWSON BROWN
COMMISSIONER

CITY OF PALATKA

Regular meetings on 1st and 3rd Thursdays of each month at 7:30 P.M.

P.O. DRAWER 1100

PALATKA, FLORIDA 32078-1100

ALLEN R. BUSH
CITY MANAGER
IRENE B. BANKHART
TREAS. & TAX COLL.
J. CRAWFORD
CHIEF FIRE DEPT.
JIMMY HILL
CHIEF OF POLICE
EDWARD E. HEDSTROM
CITY ATTORNEY

November 4, 1986

Mr. W. Robert Billingsly
FAA District Office
Orlando Airports District Office
4100 Tradecenter Street
Orlando, FL 32812

Dear Mr. Billingsly:

RE: Compliance Status
Kay Larkin Municipal Airport

The City of Palatka currently complies with FAA regulations concerning fair market return on all new leases on airport property. As you noted on the current ALP, there are two long-term leases which have existed since 1961. One is for a local "skeet" club and the other is utilized by the City Police Department as a training facility.

The Police Pistol Range is used by the City Police Department and County Sheriff's office for training purposes. Improvements are limited to a rain shelter, earth bank and small classroom structure. These facilities could be removed at little cost. The City receives adequate compensation by being able to train its officers at the facility. Additionally, the airport benefits through security offered by a police officer who maintains a house trailer at the site. The southeast corner of the airport is wooded from the highway to the clearzones and has a 100-unit federal housing project adjacent to the area. There have been people trespassing onto airport property. The presence of the police facility has discouraged this trespassing.

Because of these benefits, the City would like to maintain this facility until a viable FAA or other use presents itself. This lease can be cancelled with a 30-day notice.

The Skeet Club is in the same area. It serves the same capacity; providing security to an otherwise undeveloped wooded area. A sheriff's deputy resides at the location

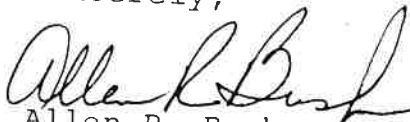
Mr. W. Robert Billingsly
November 4, 1986
Page 2

full time in a house trailer. Other than this trailer, a small clubhouse, and stands from which targets are launched, there are no improvements to the site. Their lease can be vacated with 60-days notice. No profits are generated from either of these operations.

Kay Larkin Airport is surrounded by large wooded tracts with the exception of the north side where airport related facilities are located. Our industrial park is relatively new and undeveloped. A major concern is trespass by unauthorized persons. All types of vehicles are stopped by police and sheriff's deputies. With the profusion of four-wheelers and dirt bikes, it is impossible to control access from private property. The presence of security officers at these two lease sites and training sessions by city police, sheriff's deputies, and highway patrol officers are effective deterrents to trespassing.

Because of this and the fact that these leases can be vacated with 30 and 60 days notice respectively, I request that the FAA approve them on the condition that when a viable alternative for the property arises that they be requested to move.

Sincerely,


Allen R. Bush
City Manager

ARB/jb

LEASE AGREEMENT

THIS LEASE made this 10th day of June, 2009 by and between City of Palatka, a municipal corporation, hereinafter referred to as "Lessor" and The Palatka Skeet Club, Inc., hereinafter referred to as "Lessee", states as follows, to-wit:

RECITALS:

1. Lessor is the sole owner of the premises described below and desires to Lease the premises to a suitable Lessee.

2. The parties desire to enter a Lease agreement defining their rights, duties and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, the parties hereby agree as follows, to-wit:

SECTION ONE - PROPERTY

Lessor hereby Leases to Lessee, and Lessee Leases from Lessor, the real property being located at 301 Skeet Club Road, Palatka Florida 32177, and more particularly described in Exhibit "A" attached as an exhibit and made a part of this Lease, together with the buildings, and other improvements constructed thereon, to be utilized for the operation of a "shooting sport" facility, i.e. sporting clay, skeet, etc.

SECTION TWO - TERM AND RENT

The term of this Lease shall be for twenty (20) years commencing on the 10th day of June 2009 and terminating on the 10th day of June 2029 at the yearly (annual) rental of one (1) dollar and no cents (\$1.00), payable as follows, to-wit:

a. All rental payments shall be made to the Lessor, and delivered or mailed to the City of Palatka, 200 N. 2nd Street, Palatka, FL 32177, on or before the tenth (10th) day of each year during the lease term.

This Lease, and all rights of occupancy or possession conferred upon the Lessee by this Lease, may be terminated with or without cause by Lessor or Lessee, upon the Lessor or Lessee providing sixty (60) days written notice.

SECTION THREE – PUBLIC PURPOSE

Lessor and Lessee acknowledge that the Lease/rent payments provided for herein are below market rate. However, Lessor has made the determination that the use of the premises by Lessee as noted above is one which serves a public purpose provided that Lessee complies with all conditions and terms of this Lease, and specifically with the following conditions:

a) Lessee shall make the leased premises available at no charge not less than four (4) times per calendar year to government agencies or government-sponsored non-profit groups conducting Hunter Safety Courses or Public Firearm Safety Courses, and/or, to government law enforcement agencies conducting Firearms Training. Any agency or group utilizing the facility in accord with the provisions of this sub-paragraph shall comply with all reasonable rules established by Lessee.

SECTION FOUR - TAXES

Lessor shall pay all real property taxes with respect to the land and improvements on the demised premises. If the term of this Lease shall begin on and/or terminate at a time other than the beginning (or ending, as the case may be) of a tax year, a proper apportionment of said real property taxes for the year shall be made to cover the fraction of a year included within the terms of this Lease. Lessee shall pay all tangible personal property taxes that may be levied upon the personalty, furniture and equipment located upon the premises during the term of this Lease.

SECTION FIVE - CONDITION OF PREMISES

Lessee hereby specifically acknowledges that Lessee has accepted the premises in their "as is" condition and that Lessor has made no warranty concerning the condition of the structures or improvements located upon the Leased premises.

SECTION SIX - UTILITIES

Lessee agrees to pay for all water, fuel, gas, oil, heat, electricity, power, materials, and services and shall be solely liable for all utility charges as they become due, including but not limited to those for sewer, electricity and telephone services.

SECTION SEVEN - INSURANCE

During the term of this Lease and for any further time that Lessee shall hold the demised premises, Lessee shall, at its expense, keep the buildings in which the demised premises are located,

insured against loss or damage as a result of all customarily covered risks. Lessee further agrees that any insurance policy naming the Lessee as insured shall include an appropriate endorsement to waive subrogation against Lessor, its successors and assigns, or shall name the Lessor, its successors and assigns, as additional insured. Lessee will, at its own expense, provide and keep in force comprehensive general public liability insurance against the claims for personal injury, death or property damage occurring in, on or about the demised premises, on an occurrence basis with aggregate single limit coverage in an amount not less than one million dollars and no cents (\$1,000,000.00) for bodily injury, personal injury (including death) and one hundred thousand dollars and no cents (\$100,000.00) with respect to damage to property.

All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interests may appear. All insurance shall be written with responsible companies, and the policies shall be held by Lessor or, copies of the policies or certificates of insurance shall be delivered by Lessee to Lessor.

SECTION EIGHT - INDEMNITY

Lessee shall keep, protect and save the Lessor harmless of any loss, costs, or expenses of any sort or nature, and from any liability to any person natural or artificial, on account of any damage to person or property arising out of any failure of Lessee to comply with and perform any of the requirements and provisions set forth in the Lease. Lessee further agrees to hold harmless from and to indemnify Lessor against any and all claims made by anyone injured or otherwise damaged while in or about the premises whether occasioned by Lessee's fault or otherwise except those claims arising from the act or acts of Lessor or its employees.

SECTION NINE - REMEDIES FOR FAILURE TO PAY RENT

If any rent required by this Lease shall not be punctually paid when due, or within fifteen (15) calendar days thereafter, then upon notice to Lessee, the Lessor shall have the option to terminate this Lease, resume possession of the property for its own account, and recover immediately from the Lessee the difference between the rent specified in the Lease and the fair rental value of the property for the remainder of the term, reduced to present worth. In such event, the Lessor shall also recover all expenses incurred by reason of the breach, including reasonable attorney's fees.

SECTION TEN - REMEDIES FOR BREACH OF AGREEMENT

If either the Lessor or the Lessee shall fail to perform, or shall breach any agreement of this Lease other than the agreement of the Lessee to pay rent, for ten (10) days after a written notice specifying the performance required shall have been given to the party failing to perform, the parties or party so giving notice may institute action in a court of competent jurisdiction to terminate this Lease or to compel performance of the agreement, and the prevailing parties or party in that litigation shall be paid by the losing party all expense of such litigation, including reasonable attorney's fees.

SECTION ELEVEN - BANKRUPTCY

Should Lessee make an assignment for the benefit of creditors, file for voluntary bankruptcy or be adjudicated bankrupt, such action shall constitute a breach of the Lease for which Lessor, at its option, may terminate all rights of Lessee or its successors in interest under this Lease.

SECTION TWELVE - COMPLIANCE WITH GOVERNMENTAL REGULATIONS

Lessee shall, at its cost and expense, comply with all of the requirements of municipal, state and federal authorities which pertain to said business operated upon the leased premises, including, but not limited to, occupational licenses, personal property taxes and the like, and shall observe in the use of said premises all municipal ordinances and state and federal statutes now in force, or which hereafter may be in force.

SECTION THIRTEEN - REPAIRS

Lessee, during the term of this Lease or any extension or renewal of this Lease, shall, at its expense, make all repairs as shall be reasonably necessary to keep said Leased premises in good condition and repair. Lessee shall, at all times during the Lease, maintain the premises in a clean and sanitary condition and will comply with all lawful ordinances and/or directions of proper public officials. Lessee further agrees that all damage or injury done to the premises by Lessee or by any person who may be in or upon the premises, except Lessor, Lessor's agents, servants and employees, shall be repaired by Lessee at its expense. All repairs and improvement performed by Lessee shall become the property of Lessor and Lessee shall not remove or destroy said improvements prior to or at the expiration of the Lease term. Lessee agrees at the expiration of this Lease or upon the earlier termination thereof, to quit and surrender said premises in good condition and repair, reasonable wear and tear excepted.

SECTION FOURTEEN - TRADE, FIXTURES, MACHINERY AND EQUIPMENT

All buildings and structures located upon the Leased premises and affixed thereto by concrete foundation, floor, or slab, together with all fixtures and equipment permanently attached to the structures shall be deemed and considered to be the property of the Lessor. For purposes of this paragraph, equipment or fixtures shall be deemed "permanently attached" if they are attached by bolts, weld, or other installation designed to be permanent and continuous rather than temporary. Fixtures and equipment deemed to be "permanently attached" shall include but not be limited to central air conditioning compressors and units, wells and pumps, plumbing fixtures, as well as all pipes and wiring connected thereto. Upon the expiration of the term of this Lease, or upon its early termination, the Lessor shall not be responsible to the Lessee for payment for said improvements and shall not be obligated to allow the Lessee to remove said improvements. Notwithstanding anything set forth within the preceding paragraph, the parties agree that the following property placed upon the Leased premises prior to the date of this Lease shall remain the property of the Lessee and may be removed by the Lessee at the expiration or termination of this Lease, at Lessee's sole cost and expense:

List of property to be retained by Lessee

1. All skeet/trap machines and spare parts associated with their maintenance.
2. All mechanical handling equipment (MHE) associated with movement and storage of target inventory and all target inventory.
3. All kitchen appliances.
4. Potable propane storage tanks.
5. Vending and ice machines.
6. Portable sheds/CONEX storage containers and their contents to include lawn/yard maintenance equipment, golf carts.
7. Expendable supplies.
8. Clubhouse furnishings, e.g. tables, chairs, desks, tvs, computers, gun cabinets, etc.
9. Park benches and tables.

SECTION FIFTEEN – IMPROVED CAMPING

Temporary camping shall be allowed on-site in conjunction with the conduct of organized events. The length of stay of any person camping on-site shall not exceed ten (10) consecutive days. Any and all connections or provisions for electrical, potable water, or waste water collection/disposal

facilities utilized by or for campers shall comply with applicable City building codes and County and State health regulations. The maximum number of improved camping sites shall be fifty five (55). For purposes of this paragraph, "improved" camping site shall be defined as any site designated for camping and at which potable water, electrical, and/or waste water disposal/collection connections are available. Camping shall be permitted only upon improved sites.

The discharge of waste water on-site from any camper or recreational vehicle holding tank shall be prohibited unless the discharge is directly into a waste water collection system located on-site which complies with all applicable County, State, and City codes and regulations. Nothing within this section shall be deemed as prohibiting the presence on-site of one (1) camper or recreational vehicle to be utilized by a caretaker or "security person", provided that said camper or recreational vehicle is connected to lines/pipes providing potable water, electrical service, and waste water collection, all complying with applicable County, City, and State code and regulation.

SECTION SIXTEEN - ASSIGNMENT, MORTGAGE OR SUBLEASE

Neither Lessee nor its successors or assigns shall assign this Lease or sublet the demised premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. Lessor, in its sole and absolute discretion, may withhold consent to the assignment or subletting of the demised premises, in whole or in part.

SECTION SEVENTEEN - SUCCESSORS AND ASSIGNS

The terms, conditions and covenants of the Lease shall be binding upon and shall inure to the benefit of each of the Parties hereto, their heirs, personal representatives, successors or assigns, and shall run with the land; and where more than one party shall be Lessor or Lessee under this Lease, the word "Lessor" or "Lessee" whenever used in this Lease shall be deemed to include all Lessors or Lessees jointly and severally.

SECTION EIGHTEEN - DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

If the improvements on said premises are damaged or rendered uninhabitable by fire or other casualty, the Lessor shall be under no obligation to repair or replace same. Lessee may elect to repair or replace the improvements at Lessee's sole expense. In the alternative, Lessee may elect to terminate this Lease.

SECTION NINETEEN - ATTORNEY'S FEES

If suit is brought to enforce any covenant of this Lease or for the breach of any covenant or condition herein contained, the parties hereto agree that the losing party shall pay to the prevailing party a reasonable attorney's fee, which shall be fixed by the Court, and Court costs.

SECTION TWENTY - WAIVERS

The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of any subsequent breach or default in any terms and conditions of this Lease.

SECTION TWENTY- ONE - NOTICE

All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, and (a) if intended for Lessor shall be addressed to Woody Boynton, City Manager, 201 North 2nd Street, Palatka, FL 32177, and (b) if intended for Lessee shall be addressed to, President, Secretary/Treasurer, Palatka Skeet Club, Inc., P.O. Box 1546, Palatka, FL 32178-1546, or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been served at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

SECTION TWENTY-TWO - COMPLETE AGREEMENT

This Lease contains a complete expression and constitutes the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

SECTION TWENTY-THREE - LESSOR'S ACCESS TO PREMISES

Lessor shall have reasonable rights of access to the demised premises for the purpose of inspecting the condition thereof from time to time throughout the term of this Lease and any renewals thereof. Lessor shall also have the right during the last three (3) months of the Lease term or any

renewal thereof to show the demised premises to any prospective tenant at reasonable times during business hours.

SECTION TWENTY-FOUR - SURRENDER OF PREMISES

Lessee shall, after that last day of the term or any extension thereof, or upon any earlier termination of such term, surrender and yield up to Lessor the buildings and other improvements on the demised premises in good order, condition and state of repair, reasonable wear and tear excepted.

SECTION TWENTY-FIVE – NON-DISCRIMINATION

The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

SECTION TWENTY-SIX – PROTECTION FOR FLIGHT, NOISE, HEIGHT AND HAZARDS

It shall be a condition of the Lease that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereinafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the aforementioned described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the aforementioned real property which would interfere with or adversely affect the operation or maintenance of Kay Larkin Airport (Palatka Municipal), or otherwise constitute an airport hazard.

SECTION TWENTY-SEVEN – INVALIDITY OF PROVISION

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time, or to any extent, be ruled invalid or unenforceable, the remainder or the Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION TWENTY-EIGHT – APPLICABLE LAW AND VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any litigation arising hereunder shall be in Putnam County, Florida.

IN WITNESS WHEREOF, the parties have executed this Lease at Palatka, Putnam County, Florida, this 10th day of June 2009.

[Signature]
Witness as to Lessee
[Signature]
Witness as to Lessee

PALATKA SKEET CLUB, INC. (LESSEE)

By: [Signature]
Its: _____

[Signature]
Witness as to Lessor
[Signature]
Witness as to Lessor

CITY OF PALATKA (LESSOR)

By: [Signature]
Its: City Manager

**STATE OF FLORIDA
COUNTY OF PUTNAM**

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Palatka, said County and State, this 10th day of June 2009.



Christeen Haney
Notary Public
My commission expires:

**STATE OF FLORIDA
COUNTY OF PUTNAM**

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Palatka, said County and State, this 10th day of June 2009.



Christeen Haney
Notary Public
My commission expires:

Administrative Leave Policy

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

To incorporate an administrative leave policy that provided guidance for administration purposes.

BACKGROUND

The existing personnel policy of the City of Palatka lacks specific guidance regarding the management of administrative leave. The accompanying policy has been created to establish clear directives that can be applied to all employees when administrative leave is considered essential for the seamless functioning of the organization.

PROJECT ANALYSIS

Staff Recommendation

The staff recommends that the Commission review the attached policy and provide any suggestions regarding the information included. This will enable staff to make the necessary adjustments and present the policy for approval at the next Commission meeting.

ATTACHMENTS

1.	Administrative Leave Policy
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Administrative Leave Policy

Purpose

The purpose of this policy is to provide clear guidelines for placing employees on administrative leave when circumstances warrant their temporary removal from the workplace. This policy defines the conditions under which administrative leave may be used and establishes whether such leave will be granted as paid or unpaid.

Scope

This policy applies to all municipal employees, except for police officers and firefighters who have a governing administrative policy that outlines administrative leave procedures.

Conditions for Administrative Leave

An employee may be placed on administrative leave under the following circumstances:

1. Pending Investigations
 - When an employee is under investigation for alleged misconduct, policy violations, or criminal activity.
 - When the employee's continued presence in the workplace could interfere with the investigation, cause disruptions, or create a hostile work environment.
2. Disciplinary Proceedings
 - When an employee is facing disciplinary action, and their presence at work may not be in the best interest of the city.
 - When immediate removal is necessary due to the severity of the allegations.
3. Workplace Safety or Security Concerns
 - If an employee poses a potential risk to themselves, colleagues, or the public.
 - In cases of threats, violence, or other serious behavioral concerns requiring immediate action.
4. Legal or Compliance Issues
 - If an employee is involved in legal matters that affect their ability to perform their job.
5. Fitness for Duty Concerns
 - When an employee exhibits behavior or health conditions that raise concerns about their ability to perform their job safely and effectively.
 - If a medical or psychological evaluation is needed before allowing the employee to work.

6. Administrative or Operational Needs

- If an employee's temporary removal is necessary due to organizational retracting, transition periods, or reassignment considerations.
- If a conflict of interest arises that requires an employee to be temporarily relieved from their duties.

7. Other Circumstances

- Any other situation as determined by the City Manager where administrative leave is deemed necessary for the integrity and safety of operations.

Determination of Paid vs. Unpaid Leave

The decision to place an employee on paid or unpaid leave administrative leave will be made based on the specific circumstances and with the city's personnel policy.

Paid Administrative Leave may be granted in cases where:

- The leave is related to an internal investigation, and no disciplinary action has been taken.
- The employee is not at fault or has not yet been found in violation of policy or law.

Unpaid Administrative Leave may be assigned in cases where:

- The employee is found to have violated policies or engaged in misconduct.
- The leave is part of a disciplinary action.
- The employee refuses to comply with reasonable administrative requests or investigations.

Conditions

While employees are placed on leave, they must adhere to the following conditions while on leave:

- The employee must turn in any issued ID badges, keys, and city issued cellphones/laptops/tablets.
- The employee's city email and any other systems or databases will be disabled to prevent access.
- Any city issued vehicle shall be parked at the department parking lot with the keys turned into the department head.
- The employee must not wear any City of Palatka issued uniforms.

City Manager Exception

The decision on where the City Manager will receive paid or unpaid administrative leave is solely at the discretion of the City Commission. The Commission will determine the terms of the leave based on the circumstances surrounding the decision to place the City Manager on leave.

Process for Placing an Employee on Administrative Leave

1. Approval

- a. The decision to place an employee on administrative leave must be approved by the city manager.
- b. In the case of the city manager, the City Commission hold the authority to approve administrative leave and determine compensation status.

2. Notification

- a. The employee will be notified in writing of the reason for administrative leave, its expected duration, and whether it is paid or unpaid.
- b. If the leave is related to an investigation, the employee will be informed that further details will be provided as necessary.

3. Duration and Review

- a. Administrative leave should be for a defined period, reviewed regularly, and not extended unnecessarily.
- b. The city should make every effort to conclude investigations or actions in a timely manner.

4. Return to Work or Further Action

- a. Upon the conclusion of the administrative leave, the employee may return to work, be subject to disciplinary action, or face other employment decisions as necessary.
- b. Employees returning from administrative leave should receive any required updates or reorientation to ensure smooth transition back to work.

Airport Operations Update
Update to an ongoing compliance matters at the Airport

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

As a result of a Lease Assessment performed by an airport consultant. Mr. Groh's study was based on the former City Manager's concern about clear and obvious non-aeronautical compliance concerns (which was very timely) and recommended updating the leases and correcting non-compliant leases or tenants. In December 2024, a notice to terminate lease was issued, and subsequently rescinded for an additional period of due diligence, which was completed on June 25, 2025. This is an update as to events which occurred from June 26, 2025 until July 18, 2025.

PROJECT ANALYSIS

Staff Recommendation

City staff was not able to verify that aeronautical activities are being conducted in Terminal W4, which is FAA-approved, and thus would not be able to issue a lease at this time.

ATTACHMENTS

1.	Airport Update 07-18-2025
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CITY MANAGER AIRPORT OPERATIONS UPDATE

My understanding was to continue what I was doing and to inform the Commissioners of what was being completed concerning the Airport, which I did, by 06/30/2025. An additional note was for me to present a report at the July 24, 2025, meeting. I then proceeded with the termination process (cease and stop operations) with the City Attorney for Mr. Nations and sent an updated letter like the one sent in December 2024.

On July 2, 2025, a “Notice of Termination of W\$ Terminal Building Occupancy”, acting in the capacity of a Cease and Stop Operations letter, a letter was issued to Jeff Nations, and it was consistent with the letter issued in December 2024.

Because it appears that the Skeet Club is FAA compliant from the letter in 1986, even though the usage is non-aeronautical, on 07/08/2025, a letter was issued to the Skeet Club and was focused on the rent being adjusted to market value. The City Attorney is working with the Skeet Club with the rental rate adjustment.

As directed at the commission meeting, my understanding was to continue bringing the airport into compliance with FAA Grant Assurances. The 1986 FAA correspondence regarding the Skeet Club was sent to the author of the Lease Assessment report which detailed the non-compliance issues and concerns. His response was that he was not certain that the 1986 letter still had legitimacy, and it would require more review, but the focus should be on the lease market rate.

Both parties have been met with, and both intend to attend the Commission meeting as presenters.

On July 10, 2025, a meeting was conducted with the City Attorney, Airport Manager, Fire Marshall, and Code Enforcement to determine strategies and the reasons that the problem had not been addressed before with this current administration. I was also concerned that it had not been discussed in the Lease Assessment study nor by the Airport Manager previously with me. The primary focus of the meeting was the importance of accountability and transparency in managing city property, particularly regarding the potential dangers posed by unregulated activities.

A thirty-day window has been established to address the code and contract violations discovered by the site visit of Code Enforcement. The City will clean and move all items that should not be on premises.

Regarding the Airport Advisory Board and the inclusion of the Airport in the ordinance and the City Charter – this matter has been completed and input received from any Airport Advisory board member was considered for inclusion.

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

The splash pad was approved and budgeted for the current fiscal year. Thus, in February 2025, the staff commenced activity to start the project, such as receiving proposals, meeting with other cities, and even Putnam County Parks to understand the needs and costs of operating a splash pad. In April 2025, an engineering firm conducted a feasibility study and this was presented to the Commissioner for approval to move forward. On April 29, 2025, the City Attorney pointed out there was an agreement that may jeopardize the location and I did ask that the city pursue negotiation and revision of the lease agreement. On May 21, 2025, this was pursued, and a meeting was scheduled with the Palatka Boathouse Marina to work out the concerns. And on April 29, 2025, a town hall meeting was held on the recommended site, combined with the completion of a survey. The Commissioners requested a rendering, a broader survey, and a better understanding of the potential space issue because of a prior lease/agreement for the same area recommended. The most recent cost for the 1,000 square feet splash pad is

PROJECT ANALYSIS

The following activities have been completed regarding the splash pad:

- Survey (attached) - 1,557 responses
- Town hall meeting held
- Funding allocated (2024-2025 budget)

The following activities are in process:

1. The feasibility study by the engineers reviewing various locations, type of water to use, elevation type, and determination of the most ideal location. The additional locations being reviewed are the lot in front of Tilghman House, and Booker Park. Two other lots are not feasible - on the opposite of the fountain because the infrastructure is located underground and the lot next to the Hampton Inn, because the City no longer own that

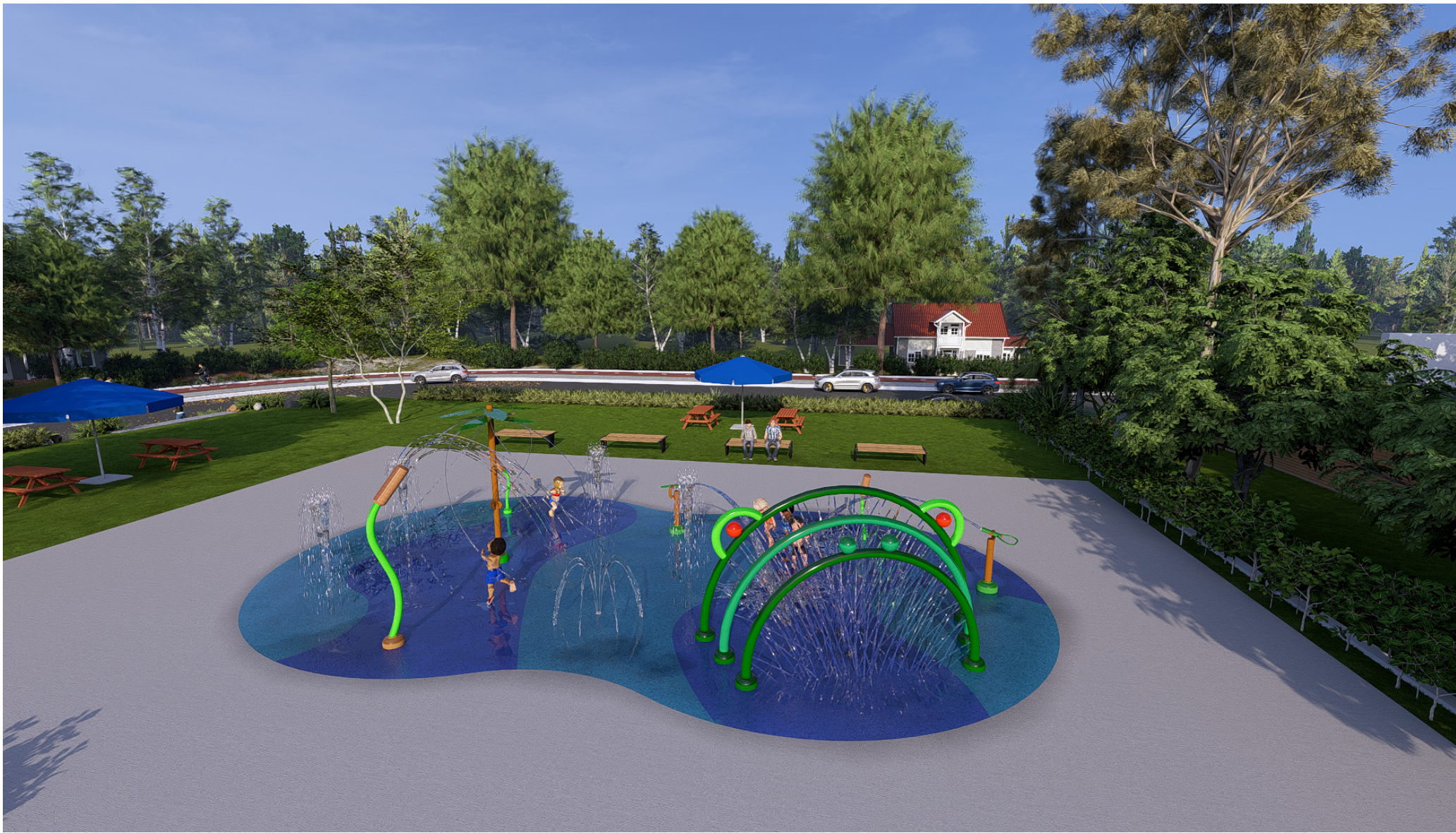
property.

2. Revision of the lease agreement with Palatka Boathouse Marina
3. Final quote for various sizes – 1,000 square feet, 1,500 square feet, and 2,000 square feet

Staff Recommendation

ATTACHMENTS

1.	Splash pad renderings
2.	Splash Pad Report survey



AWSP42-0325 CITY OF PALATKA

1000 Sq. ft. Wet Area (230 GPM)

Aqua Animal 3 - Frog, Aqua Cannon (2), Aqua Cat Tail (A, B, C), Aqua Twirling Palm, Aqua Geyser (4), Aqua Spider (2)





AWSP42-0325 CITY OF PALATKA

1000 Sq. ft. Wet Area (230 GPM)

Aqua Animal 3 - Frog, Aqua Cannon (2), Aqua Cat Tail (A, B, C), Aqua Twirling Palm,
Aqua Geyser (4), Aqua Spider (2)





AWSP42-0325 CITY OF PALATKA

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AWSP42-0325 CITY OF PALATKA

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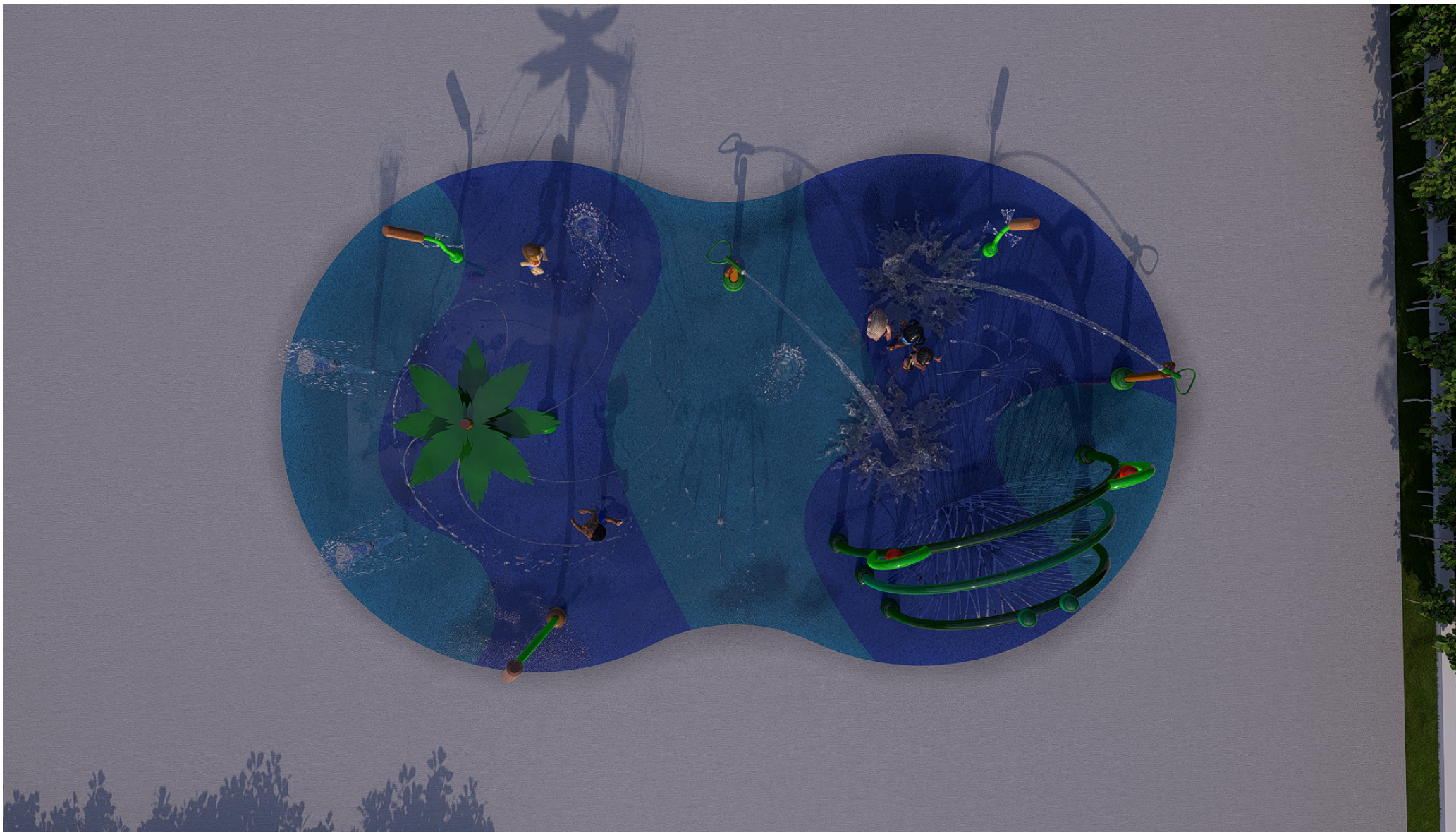


AWSP42-0325 CITY OF PALATKA

1000 Sq. ft. Wet Area (230 GPM)

Aqua Animal 3 - Frog, Aqua Cannon (2), Aqua Cat Tail (A, B, C), Aqua Twirling Palm,
Aqua Geyser (4), Aqua Spider (2)





AWSP42-0325 CITY OF PALATKA

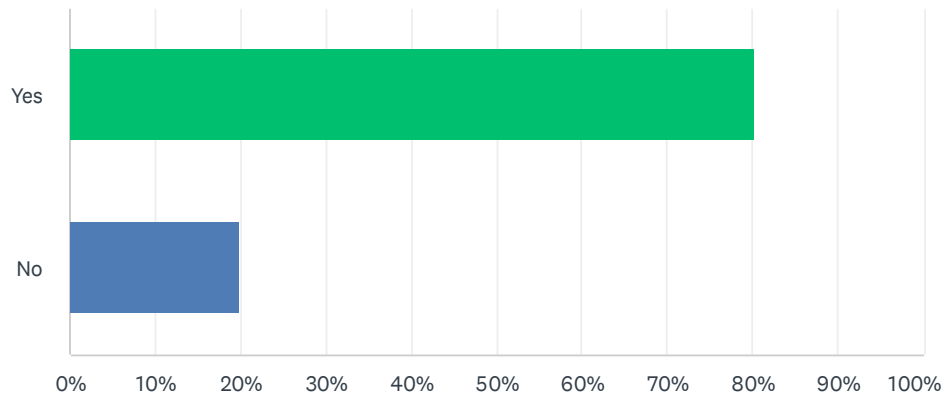
1000 Sq. ft. Wet Area (230 GPM)

Aqua Animal 3 - Frog, Aqua Cannon (2), Aqua Cat Tail (A, B, C), Aqua Twirling Palm, Aqua Geyser (4), Aqua Spider (2)



Q1 Are you a resident of the City of Palatka

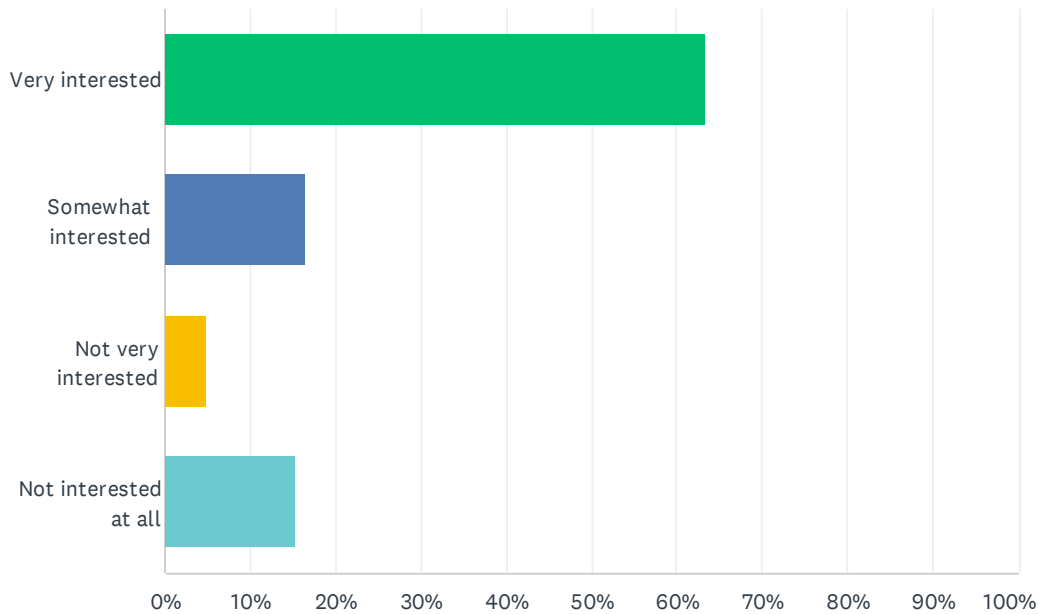
Answered: 1,557 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	80.22%	1,249
No	19.78%	308
TOTAL		1,557

Q2 How interested are you in having a splash pad in the City of Palatka

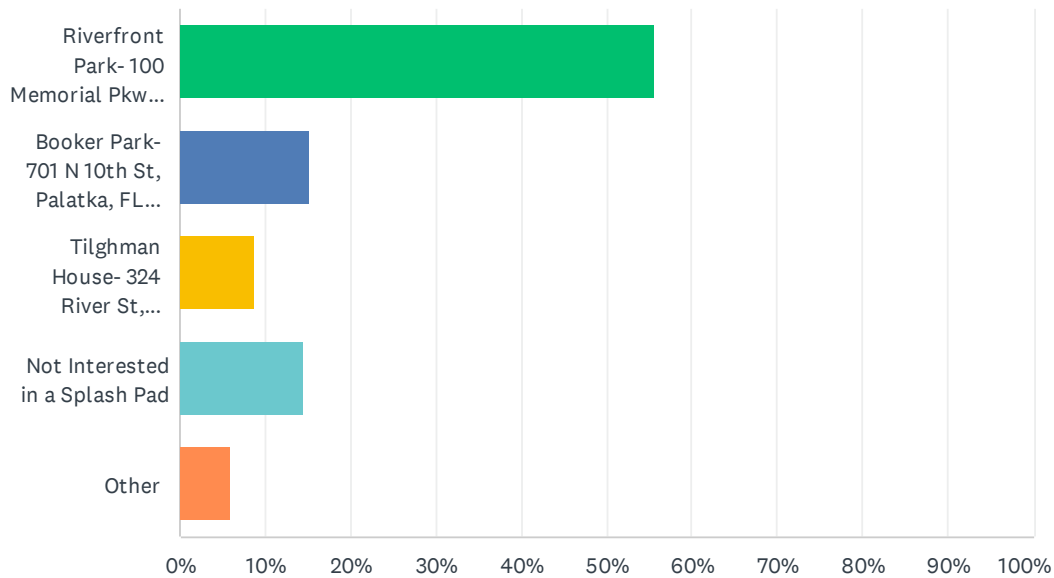
Answered: 1,557 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very interested	63.39%	987
Somewhat interested	16.44%	256
Not very interested	4.88%	76
Not interested at all	15.29%	238
TOTAL		1,557

Q3 Which location would you prefer for the splash pad?

Answered: 1,557 Skipped: 0



ANSWER CHOICES	RESPONSES	
 Riverfront Park- 100 Memorial Pkwy, Palatka, FL 32177	55.62%	866
 Booker Park- 701 N 10th St, Palatka, FL 32177	15.22%	237
 Tilghman House- 324 River St, Palatka, FL 32177	8.67%	135
Not Interested in a Splash Pad	14.52%	226
Other	5.97%	93
TOTAL		1,557

Q4 If you selected "other" where do you think the splash pad should be located?

Answered: 182 Skipped: 1,375

#	RESPONSES	DATE
1	Please...please just don't put it on the riverfront. Adults will no longer be able to enjoy the river peacefully. It will change too much.	7/5/2025 6:37 PM
2	The lot next to velchoffs	7/5/2025 12:33 AM
3	Francis Youth Sports Complex, 8012 St Johns Ave, Palatka, FL 32177	7/4/2025 3:29 PM
4	Jax	7/4/2025 8:28 AM
5	I do not think the splash pad is a good idea. The other one is never kept up with. The same with the river park. It went to trash as it was never maintained. Nothing is going to change getting a new splash pad. It is going to be an eye sore within the next couple of years as well.	7/3/2025 3:43 PM
6	Off hwy 19 across from Walmart	7/3/2025 1:53 PM
7	Please visit Palm Coast splash pad and playground for ideas!! It's fabulous!	7/3/2025 1:40 PM
8	Use the money to fix the seawall and plant trees in the riverfront park. There is no trash bin between the marina and the bridge. The fountain needs repairs badly. We use the park daily	7/3/2025 12:54 PM
9	N/A	7/3/2025 6:44 AM
10	I think the splash pad at project play should be clean, maintained, actually working for kids to use more then it had been since it was installed.	7/3/2025 2:48 AM
11	Hank Bryan Park	7/2/2025 9:00 PM
12	I'm not sure where it should go. I think if Putnam County wants to make a splash pad park then they should look for a bigger area and do something similar to the splash park in Palm Coast with different water areas for small children and bigger children. Not just one splash pad. With plenty of parking, restrooms and even covered pavilions for birthday parties family gatherings with young children and benches. I know it would cost more but the people in Putnam County would have some where close to take their children. The park we have with a splash pad and playground is ok but could be bigger so more could enjoy it.	7/2/2025 8:56 PM
13	Booker park	7/2/2025 4:36 PM
14	Somewhere else	7/2/2025 2:41 PM
15	Where there is a safe space	7/2/2025 1:44 PM
16	NOOOOOOOOOOOOOOOO	7/2/2025 9:46 AM
17	This project is a huge waste of money the town does not a splash pad. The city seems determined to force this on us, so I picked a location just to count against not ruining g the river front. But again no splash pad is wanted reading social media it seems opposed pretty much across the board.	7/2/2025 9:43 AM
18	NO Splashpad	7/2/2025 9:33 AM
19	I'm more interested in seeing that children in the county have enough food to eat.	7/2/2025 7:07 AM
20	Francis Park where the baseball field are. The park there is old and this would be a great thing to replace it with!	7/2/2025 12:23 AM
21	None of the above locations safety first, homeless is terrible, keeping it maintained.	7/1/2025 9:20 PM
22	I do not think we need another splash pad. In my opinion it is a waste of money. Putting one downtown will only encourage the homeless population, that is encouraged in that area, to	7/1/2025 6:56 PM

City of Palatka- Splash Pad Survey

	frequent it and that would be an eye-sore!	
23	Near project play. The splash pad that's there now isn't much of anything.	7/1/2025 4:19 PM
24	If you're dead set on adding another splash pad, do it somewhere where it won't be infringed upon by the homeless population.	7/1/2025 3:16 PM
25	East palatka somewhere across the bridge has zero for kids please look into something on the east palatka side	7/1/2025 12:48 PM
26	I worry this would turn into an area that homeless would frequent for water services and inhibit children in using it safely. I believe the funds could be allocated to better projects around the city that could bring more investor attention to continue revamping the downtown area which in turn will increase tax revenue for projects like this.	7/1/2025 12:01 PM
27	No to splash pad. No faith in it being maintained.	7/1/2025 11:31 AM
28	By the park.	7/1/2025 11:14 AM
29	Waste of tax payer money. There is already a poorly managed splash pad at triangle park.	7/1/2025 10:45 AM
30	Traffic, parking, bass tournaments, festivals are my objections to these sites. These activities use the designated spaces. River Street traffic is fast and furious. Safety is a huge concern. My primary objection is money. Palatka is too poor to spend \$360,000 on a toy that will be used 6 months out of the year. Maintenance costs will be high, and they have not been added to the total cost. There are few children on the South Side. This is about the ego of the idiotic, self indulgent and corrupt city commissioners. Palatka has a poorly maintained splash pad already. We do not need another, especially one that will be in a prominent public place. I am vehemently opposed to the project.	7/1/2025 10:42 AM
31	For safety and for the ability to be watched over I choose the lot across from the Fire Station. In front of the post office.	7/1/2025 10:40 AM
32	I do not think funding should be wasted on something that will be misused and not maintained.	7/1/2025 10:33 AM
33	Hank Bryan Park. Since it already has a playground there and once had a public pool, I think it would be a place to evaluate for placement of a Splash Pad.	7/1/2025 10:10 AM
34	I think we should put something more beneficial to our town up instead of a splash pad.	7/1/2025 9:38 AM
35	Hank Brian Park off of Creel	7/1/2025 9:33 AM
36	Make a public swim area on the river with a full beach	7/1/2025 9:32 AM
37	We need to maintain the city resources we have before adding more. Sidewalks and walkway under bridge need maintenance. Bathrooms are not maintained by city dock. Trash is everywhere. I picked up a bag of garbage about to go into the river last week. Current playground at ballpark needs work. I agree with the eventual plan but we need to spend money to fix what we have first. It's embarrassing to take friends down there due to all of the garbage and the major homeless problem. Maybe a city shelter along with the maintenance would be a better use of funds.	7/1/2025 8:51 AM
38	Triangle Park. Upgrade and maintain the existing facility	7/1/2025 8:44 AM
39	I love Palatka and for the last 50 years enjoyed our community and I own property in the city, but I do not think that a splash pad is sanitary or safe. Even if the intent is to monitor it anytime it's open or available to the public. Revitalizing this old, swimming pool at the ravines would serve the comedian better with easier control of a gate and a lifeguard in my opinion. The slip and fall liability plus the urination issue.	7/1/2025 8:41 AM
40	Remove the one by the ballfield and replace and then maintain.	7/1/2025 8:13 AM
41	Worried about the homeless downtown, they need a safe clean place to stay in the heat, currently, at playground which can make families feel uncomfortable.	7/1/2025 7:19 AM
42	1837 FL-19, Palatka, FL 32177 Why don't we upgrade the one we have instead of digging up more grass. everyone is always saying keep palatka clean. especially on the river front, why make it more congested with a splash pad. when there are tournaments it's not even accessible. We don't need another one we just need to upgrade and maintain the one we have. There are so many people who do picnics on that patch of grass on the river front. many many many people will be upset but that placement of a splash pad.	7/1/2025 7:18 AM

City of Palatka- Splash Pad Survey

43	Hank Bryan Park	7/1/2025 7:17 AM
44	NO SPLASH PAD	7/1/2025 7:13 AM
45	No splash pad!!! Only picked a spot, because the city seems hell bent on wasting money.	7/1/2025 7:06 AM
46	Hank Bryan Park build a pool so more children and adults could enjoy it.	7/1/2025 6:41 AM
47	Hank Bryan Park	7/1/2025 6:24 AM
48	Crill Ave west of the underpass	7/1/2025 5:50 AM
49	In areas where family can walk if they don't have a ride . It only fair give them babies something to do up there pls save our youth.	7/1/2025 3:12 AM
50	Triangle park	6/30/2025 11:29 PM
51	At an existing park, not near riverfront - possibly the one on Crill Ave, near the American Legion.	6/30/2025 10:48 PM
52	Larger one next to the one already in place in the open lot next to playground. Or just expand off of current one if there is room.	6/30/2025 10:46 PM
53	Tri-angle park on the corner of hwy 19 and 17	6/30/2025 10:43 PM
54	We do not need a splash pad. The city can't even take care of the city dock properly, Don't waste taxpayer dollars on this please	6/30/2025 10:13 PM
55	Hank bryan park. More parking, more room, less homeless and perverts at this location. Id feel more comfortable here for my children to be in bathing suits as they could be further from road and strangers driving by looking. Its an old great park that deserves attention i stead of creating a new one. It will trash river front. Hank bryan park hands down best spot. -mom of 3 ages 10, 7, and 4yrs.	6/30/2025 10:09 PM
56	Old municipal pool property. Near old teen town	6/30/2025 10:00 PM
57	Crescent city to replace the lake como park. It has lots of room and the park is barely a park anymore with just swings and a small basketball court. Families would love to have something fun to enjoy on this side of putnam County	6/30/2025 9:52 PM
58	By the park!	6/30/2025 9:39 PM
59	The riverfront would be great if the homeless people didn't live there.	6/30/2025 9:38 PM
60	Hank Bryan Park close to where the old pools were located.	6/30/2025 9:37 PM
61	Not sure but don't like these locations. Don't like it at the riverfront park. Also feel like the spot at tilghman house is used frequently for parking and I would not feel safe in the area of booker park.	6/30/2025 9:36 PM
62	Not on the riverfront!!!	6/30/2025 9:28 PM
63	More towards Francis area	6/30/2025 9:11 PM
64	At the park by Palatka Gas Authority.	6/30/2025 9:09 PM
65	The pad shouldn't be installed in Palatka. There will be liability issues and health issues pertaining to the children.	6/30/2025 9:06 PM
66	Francis sports complex	6/30/2025 9:00 PM
67	Hank Bryan	6/30/2025 8:57 PM
68	I don't believe a splash pad is appropriate for our riverfront at this time due to the city's ongoing struggle with maintaining public spaces and past investments. The area currently faces serious issues with homelessness and drug activity, which would likely lead to the misuse of the splash pad. Until these foundational problems are addressed and existing amenities are repaired, adding new features would be premature.	6/30/2025 8:57 PM
69	N/A	6/30/2025 8:55 PM
70	if anywhere, triangle park	6/30/2025 8:52 PM

City of Palatka- Splash Pad Survey

71	Hank Bryan Park	6/30/2025 8:48 PM
72	Palatka already has a splash pad at triangle park. Maybe consider fixing the roads before adding additional recreational amenities that we already have enough of.	6/30/2025 8:42 PM
73	I think it might be ok at riverfront but need to put road back how it used to be not thru parking lot and in front of park area	6/30/2025 8:38 PM
74	Hank bryan park	6/30/2025 8:38 PM
75	Not at all.	6/30/2025 8:37 PM
76	Bardin Park	6/30/2025 8:31 PM
77	The other parks look like trash why make a new one??	6/30/2025 8:31 PM
78	We need things like this and more no cost activities for the northside, especially in the western portion.	6/30/2025 8:29 PM
79	I feel like a splash pad would not get taken care of and it would just be misused.	6/30/2025 8:19 PM
80	Tanglewyle nature park	6/30/2025 8:17 PM
81	Hank Brian park	6/30/2025 8:10 PM
82	Hank Bryan	6/30/2025 8:09 PM
83	Some where other then the bad part if town to many homeless at river front because of church letting them sleep there	6/30/2025 8:05 PM
84	NA	6/30/2025 7:55 PM
85	Somewhere in west Palatka or Interlachen to accommodate west Putnam County residents.	6/30/2025 7:51 PM
86	East Palatka	6/30/2025 7:47 PM
87	Both riverfront park and Tilghman would effect valuable parking for the boat ramp.	6/30/2025 7:45 PM
88	Somewhere without homelessness and drugs to ruin it, ie, the riverfront.	6/30/2025 7:45 PM
89	Francis Ball Field	6/30/2025 7:45 PM
90	Take better care of the splash pad we already have first then would like to see another added	6/30/2025 7:42 PM
91	Bostwick	6/30/2025 7:38 PM
92	Old Jenkins School	6/30/2025 7:35 PM
93	Hank Bryan Park	6/30/2025 7:34 PM
94	East Palatka play ground. We need more	6/30/2025 7:32 PM
95	N/a	6/30/2025 7:27 PM
96	Thank Bryan park	6/30/2025 7:24 PM
97	Francis Ball Park.	6/30/2025 7:21 PM
98	No splash pad	6/30/2025 7:13 PM
99	francis ball park complex.	6/30/2025 7:13 PM
100	The village	6/30/2025 7:12 PM
101	At one of the established playgrounds Palatka has	6/30/2025 7:11 PM
102	Somewhere that parking is easily accessible especially for special needs children and disabled adults.	6/30/2025 7:07 PM
103	Bostwick or Francis area. Somewhere close but not in middle of town.	6/30/2025 7:06 PM
104	I think it would be a disservice to the riverfront to trade greenery for plastic and concrete. Anywhere but there. Our city wants to be known for a love of nature and outdoors. We can encourage family time around enjoying nature with other investments like picnic tables, gazebos, swings.	6/30/2025 7:05 PM

City of Palatka- Splash Pad Survey

105	1252 Tillman St, Palatka, FL 32177	6/30/2025 6:58 PM
106	Honestly why should this county have a splash pad when the maintenance and upkeep for the playground across the street from the sheriff's office / jail y'all don't keep up with the upkeep the little water area they have has mold everywhere so although it might be really nice to have it's just going to be ruined we need something for our older children to be able to do to get them out of these streets and give them a chance at life	6/30/2025 6:58 PM
107	East palatka park near the post office	6/30/2025 6:58 PM
108	I think near the riverfront, the empty lot where that old white apartment used to be. Across from the park, not beside of it.	6/30/2025 6:58 PM
109	Revamping and rebuilding the splash pad at its current location . Our homeless community has taken over the riverfront and while I believe they deserve more our children are top priority and this opens our children up to sexual predators who frequently target the riverfront.	6/30/2025 6:57 PM
110	I do not think the splash pad is a good investment of time or money for our city which is already minimally maintaining the structures we do have. Until they can get a handle on budget and employment this is the last project that should be on the forefront.	6/30/2025 6:53 PM
111	Hank Bryan park	6/30/2025 6:49 PM
112	Hank Bryan park	6/30/2025 6:49 PM
113	Suga hill	6/30/2025 6:48 PM
114	Near Palatka jr sr school. Maybe near Publix behind kfc	6/30/2025 6:46 PM
115	I think along the riverfront. But the only problem is the vagrants that hang around there. They need to go somewhere else. Not hang around downtown!	6/30/2025 6:42 PM
116	Do not install. It would simply be a shower for the rampant homeless the Presbyterian church keeps importing to defecate it.	6/30/2025 6:39 PM
117	N/a	6/30/2025 6:38 PM
118	No to sure but the locations chose def are not compatible	6/30/2025 6:34 PM
119	River front	6/30/2025 6:33 PM
120	Safety first. We need to make sure the area is safe and clean from any illegal activity We would need better maintenance of our city and community pride and buy-in before we added something this nice. Other than that it would be wonderful for our kids and families	6/30/2025 6:31 PM
121	Who is paying for this!?!? Why did you not think to get a grant for it??	6/30/2025 6:30 PM
122	Somewhere out in the open like near the old mall since nothing is really there anymore	6/30/2025 6:26 PM
123	Triangle Park where there already is a splash pad. Remodel it.	6/30/2025 6:26 PM
124	Believe the City can not keep up maintenance as they have been slow or non-responsive to City owned properties in the past.	6/30/2025 6:22 PM
125	Where it is actually used and not trashed. In a safe area where you don't have to worry about getting shot in the afternoon are weekends. The Francis ballfields.	6/30/2025 6:20 PM
126	We already have one at Triangle Park...I don't think we need two to maintain.	6/30/2025 6:19 PM
127	Interlachen	6/30/2025 6:18 PM
128	In palatka housing authority apartments areas where kids that stay can get wet time to time !	6/30/2025 6:16 PM
129	Anywhere but the riverfront	6/30/2025 6:15 PM
130	Pls don't place it directly near the river. Honestly, it shouldn't be near the river at all. The community in that area already allows their children to run around alone. Imagine the things that could happen. Redo the tiny one by the sheriffs office. Oh, and maintain it.	6/30/2025 6:14 PM
131	Hank Bryan	6/30/2025 6:14 PM
132	I don't think a new splash pad is a great idea AT ALL. We cannot up keep the one we have	6/30/2025 6:10 PM

City of Palatka- Splash Pad Survey

already. It's built on concrete which isn't a good foundation for a splash pad it builds up grim and mold. The equipment we have now barely flows when it's in use and then all the kids go an make the entire park wet and no one else can enjoy it.

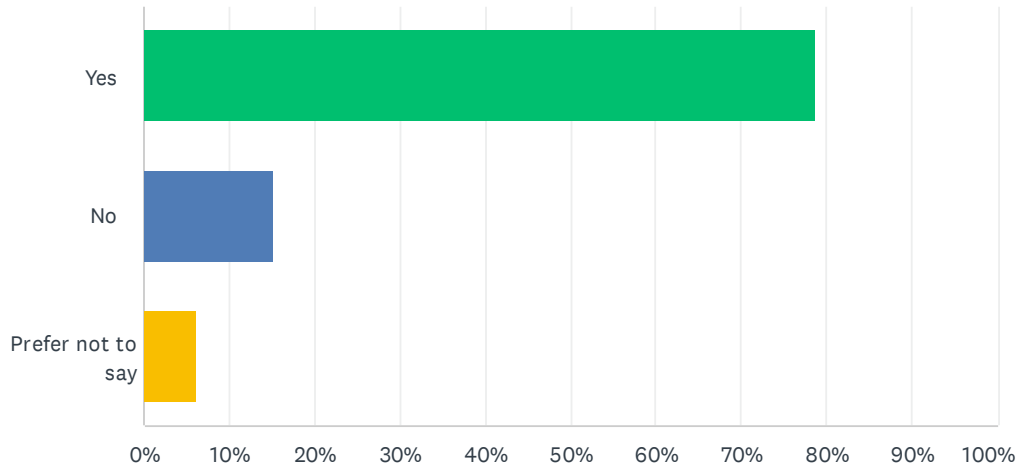
133	Triangle Park	6/30/2025 6:10 PM
134	Hank Bryan park	6/30/2025 6:10 PM
135	Where the current one is located should be redone	6/30/2025 6:09 PM
136	Somewhere that's not directly off of a main road so creeps can sit there and watch kids run around in bathing suits.	6/30/2025 6:09 PM
137	At the John Theobold complex or somewhere that homeless people can't have easy access to to keep it clean	6/30/2025 6:08 PM
138	I think the splash pad would be ideal at the river front, only if it is going to be maintained. The one at triangle park receives little to no maintenance and downtown can't start being like that	6/30/2025 6:07 PM
139	Why would yall put a splash pad on river street? Thats like top of the line stupid. Clearly people live in those apartments please think smarter.	6/30/2025 6:07 PM
140	This is only going to become a place for homeless to bath in. We need better landscaping, jobs, and downtown needs bussiness growth!! So many other places to put this money. If you bring bussiness in and money into the town then things like this will fall into place later. Maybe an indoor jump house for children that people have to pay for! Let's bring money to the town!!!	6/30/2025 6:06 PM
141	N/a	6/30/2025 6:06 PM
142	Near bostwick	6/30/2025 6:06 PM
143	Behind Nikos and beside A Child's Castle	6/30/2025 6:02 PM
144	Not interested in a splash pad due to the safety of the kids. The riverfront is not an idea location because the homeless get fed near there, just an excuse for them to sit across the way at watch them. The splash pad has never been maintained over at the park by the sheriffs office.	6/30/2025 5:58 PM
145	I don't think a splash pad is appropriate until the riverfront area has been cleaned up. Cleaned up of trash, cleaned up of homeless people and drugs. The park that is there hasn't been maintained since the day it was put in. I used to take my grandchildren there to play all the time however, the homeless have taken it over.	6/30/2025 5:58 PM
146	Hank Braynt Park is also a good location. Maybe somewhere with more land and shade than the options chosen.	6/30/2025 5:57 PM
147	Make the first one at the park next to sheriff office better.	6/30/2025 5:57 PM
148	Theobold Complex or Hank Bryan Park.	6/30/2025 5:55 PM
149	Interlachen!	6/30/2025 5:54 PM
150	Hank Bryan Park And there should be someone hired to provide medical care and lifeguard skills. Do not leave the parents to be responsible because sadly there are parents that won't be accountable and watch their children	6/30/2025 5:53 PM
151	bookpark	6/30/2025 5:50 PM
152	Between riverfront playground and bait shop	6/30/2025 5:49 PM
153	Hank Bryan Park	6/30/2025 5:48 PM
154	Hank Bryan Crill Ave	6/30/2025 5:47 PM
155	The splash pad should not be in a residential area	6/30/2025 5:46 PM
156	I have no problem with a splash pad, but the three suggested areas are not good locations.	6/30/2025 5:44 PM
157	I choose the river front because a park for the kids is already there and the scenery is good especially for visitors coming cross the bridge looking in on the city. It will also be a perk for the blue crab festival i think nobody should be using the splash pad after 10pm though for safety precautions - Jaela Jackson	6/30/2025 5:43 PM

City of Palatka- Splash Pad Survey

158	Hank Bryan park	6/30/2025 5:43 PM
159	If the city MUST WASTE money at least don't ruin the River front put it at Booker Park, but as a resident I say NO to a splash pad at all.	6/30/2025 5:40 PM
160	Not in Palatka	6/30/2025 5:32 PM
161	This is a wonderful idea. I foster children and this would be great for them as we're always having to drive to St. Augustine or Jacksonville for activities.	6/30/2025 5:31 PM
162	We have one stash pad at the Triangle Park and feel like this is enough for this area. It will be a total waste of money with maintenance and upkeep. One is ENOUGH!!!!	6/30/2025 5:28 PM
163	Too many homeless people hanging out in these spots . Very creepy to think about have kids play like that. No no no	6/30/2025 5:22 PM
164	I don't believe a splash pad is appropriate for our riverfront at this time due to the city's ongoing struggle with maintaining public spaces and past investments. The area currently faces serious issues with homelessness and drug activity, which would likely lead to the misuse of the splash pad. Until these foundational problems are addressed and existing amenities are repaired, adding new features would be premature.	6/30/2025 5:14 PM
165	Anywhere but NOT AT RIVERFRONT PARK, too many homeless people. Pleased onto put it there	6/30/2025 5:04 PM
166	Hank Bryan park	6/30/2025 5:04 PM
167	I don't believe a splash pad is appropriate for our riverfront at this time due to the city's ongoing struggle with maintaining public spaces and past investments. The area currently faces serious issues with homelessness and drug activity, which would likely lead to the misuse of the splash pad. Until these foundational problems are addressed and existing amenities are repaired, adding new features would be premature.	6/30/2025 5:03 PM
168	Not at the river front.	6/30/2025 5:00 PM
169	Francis ball park	6/30/2025 4:59 PM
170	NA	6/30/2025 4:57 PM
171	Na	6/30/2025 4:56 PM
172	Didn't select other	6/30/2025 4:56 PM
173	Any location you listed sounds good.	6/30/2025 4:55 PM
174	River Front	6/30/2025 4:55 PM
175	We do NOT need another splash pad in our community.	6/30/2025 4:55 PM
176	N/a	6/30/2025 4:53 PM
177	NA	6/30/2025 4:53 PM
178	NA	6/30/2025 4:53 PM
179	N/a	6/30/2025 4:53 PM
180	River front	6/30/2025 4:52 PM
181	NA	6/30/2025 4:52 PM
182	N a	6/30/2025 4:52 PM

Q5 Do you have children or family members under the age of 12 who would likely use the splash pad?

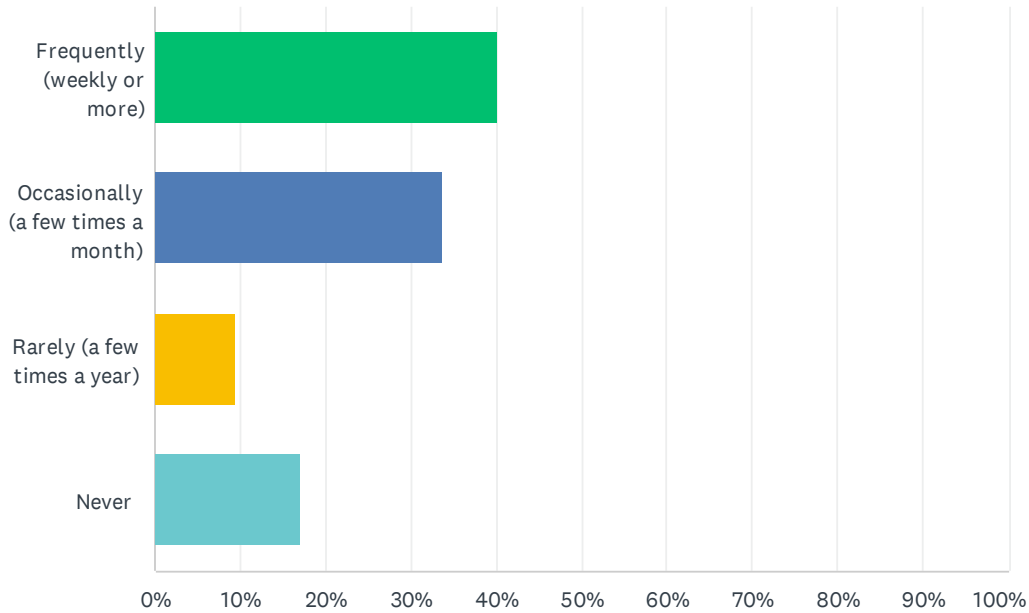
Answered: 1,557 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	78.68%	1,225
No	15.09%	235
Prefer not to say	6.23%	97
TOTAL		1,557

Q6 How often do you think you or your family would use the splash pad (weather permitting)

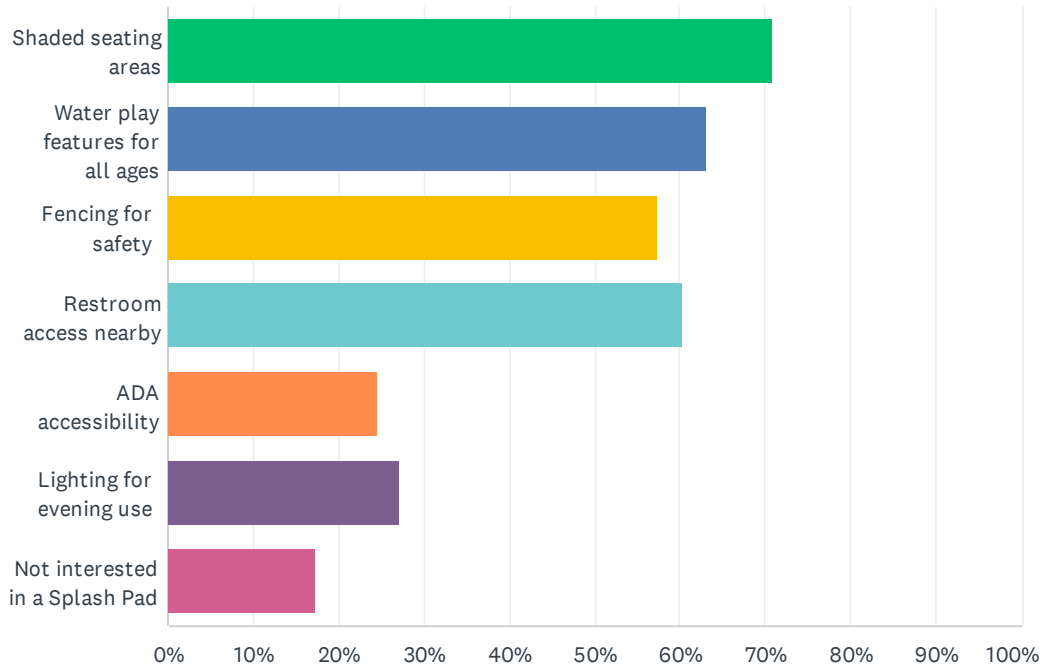
Answered: 1,557 Skipped: 0



ANSWER CHOICES	RESPONSES	
Frequently (weekly or more)	40.01%	623
Occasionally (a few times a month)	33.59%	523
Rarely (a few times a year)	9.31%	145
Never	17.08%	266
TOTAL		1,557

Q7 What feature are most important to you in a splash pad? (Select up to 3)

Answered: 1,557 Skipped: 0



ANSWER CHOICES	RESPONSES	
Shaded seating areas	70.84%	1,103
Water play features for all ages	63.20%	984
Fencing for safety	57.29%	892
Restroom access nearby	60.24%	938
ADA accessibility	24.47%	381
Lighting for evening use	27.10%	422
Not interested in a Splash Pad	17.34%	270
Total Respondents: 1,557		

Unaudited Results of Operations for the Period ending June 30, 2025

Please note the annual budget has been divided equally into twelve periods for the purposes of this presentation. Actual cash flows may not follow this linear pattern of receipt or expenditure. Certain special revenue funds that are not part of the budget process are excluded from this report.

The report also includes a comparison with the previous fiscal years' results through the same period. This feature will provide the reader with additional insight into all the funds operations.

This report represents the completion of 75% of the 2025 fiscal year.

Highlights

General Fund revenues year to date are \$13,429,884 (representing 56% of budgeted amounts for FY2025) General Fund expenditures year to date are 12,859,858 (representing 54% of budgeted amounts for FY2025) General Fund encumbrances are \$ 1,027,369 and are excluded from expenditures. Encumbrances are a function of budget used to track and manage future expenditure by reserving funds for specific commitments before they are actually paid. General Fund cash and investments are \$ 20.7 million

Airport Fund revenues year to date are \$1,989,585 (representing 39% of budgeted amounts for FY2025) Airport expenses year to date are \$1,740,093 (representing 34% of budgeted amounts for FY2025.) ARPA Fund revenues/expenses year to date are \$285,435 (representing 18% of budgeted amounts for FY2025.) Better Place Plan Fund revenues year to date are \$1,730,879 (representing 11% of budgeted amounts for FY2025.) Better Place Plan Fund expenditures year to date are \$2,300,279 (representing 15% of budgeted amounts for FY2025.)

The Golf Course Fund revenues year to date are \$86,124 (representing 49% of budgeted amounts for FY2025) Golf Course Fund expenses year to date are \$136,586 (representing 78% of budgeted amounts for FY2025.) Sanitation Fund revenues year to date \$2,721,139 (representing 68% of budgeted amounts for FY2025.) Sanitation Fund expenses year to date are \$2,391,508 (representing 60% of budgeted amounts for FY2025.) Utility Fund revenues year to date are \$8,773,543 (representing 34% of budgeted amounts for FY2025) Utility Fund expenses year to date are \$9,017,822 (representing 35% of budgeted amounts for FY2025.) Tax Increment Fund (TIF) revenues year to date are \$931,104 (representing 43% of budgeted amounts for FY2025) TIF expenses year to date are \$239,620 (representing 11% of budgeted amounts for FY2025.)

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
041-11-533-3-4100	COMMUNICATIONS SERVICES	\$5,000	\$3,545	\$5,200	\$626	\$3,984	\$0	\$1,216	76.60%
041-11-533-3-4200	POSTAGE AND FREIGHT	\$200	\$20	\$208	\$0	\$0	\$0	\$208	0.00%
041-11-533-3-4320	ELECTRICITY	\$170,000	\$114,335	\$170,000	\$16,571	\$113,244	\$0	\$56,756	66.61%
041-11-533-3-4400	RENTALS AND LEASES	\$1,000	\$320	\$1,040	\$36	\$320	\$107	\$613	30.76%
041-11-533-3-4500	LIABILITY INSURANCE	\$1,000	\$784	\$1,307	\$266	\$1,066	\$0	\$241	81.54%
041-11-533-3-4610	BUILDING MAINTENANCE	\$19,500	\$9,205	\$25,000	\$2,467	\$11,761	\$310	\$12,929	47.04%
041-11-533-3-4620	EQUIPMENT MAINTENANCE	\$75,000	\$37,108	\$75,000	\$1,286	\$32,921	\$8,604	\$33,475	43.89%
041-11-533-3-4630	VEHICLE MAINTENANCE	\$1,000	\$0	\$1,040	\$0	\$0	\$0	\$1,040	0.00%
041-11-533-3-4680	STORM REPAIR/CLEANUP	\$0	\$0	\$0	\$0	\$137	\$0	-\$137	0.00%
041-11-533-3-5000	FINES & FEES	\$500	\$324	\$520	\$16	\$139	\$0	\$381	26.67%
041-11-533-3-5100	OFFICE SUPPLIES	\$1,200	\$136	\$1,500	\$80	\$1,014	\$74	\$412	67.57%
041-11-533-3-5210	GAS AND LUBRICANTS	\$2,300	\$1,936	\$2,500	\$291	\$2,517	\$0	-\$17	100.67%
041-11-533-3-5230	JANITORIAL SUPPLIES	\$1,500	\$1,377	\$1,560	\$32	\$459	\$0	\$1,101	29.40%
041-11-533-3-5250	SMALL TOOLS	\$2,000	\$1,027	\$4,000	\$1,701	\$3,059	\$0	\$941	76.47%
041-11-533-3-5260	UNIFORMS	\$5,000	\$3,770	\$5,500	\$248	\$4,004	\$326	\$1,170	72.79%
041-11-533-3-5270	CHEMICALS AND FERTILIZERS	\$125,000	\$67,908	\$249,900	\$4,584	\$80,418	\$333	\$169,149	32.18%
041-11-533-3-5280	OPERATING SUPPLIES	\$15,000	\$4,959	\$15,600	\$3,268	\$14,194	\$127	\$1,279	90.98%
041-11-533-3-5400	MEMBR,SUBSCRIPT,DUES	\$1,000	\$0	\$1,040	\$0	\$456	\$0	\$584	43.87%
	TOTAL	\$577,863	\$342,040	\$661,727	\$49,016	\$326,519	\$17,261	\$317,947	49.00%
	CAPITAL OUTLAY								
041-11-533-6-6330	SRF DW54025 Carbon Filters	\$1,007,402	\$533,115	\$1,317,802	\$0	\$0	\$468,853	\$848,949	0.00%
041-11-533-6-6380	WELL UPGRADES	\$50,000	\$0	\$55,000	\$0	\$0	\$0	\$55,000	0.00%
041-11-533-6-6400	CAPITAL OUTLAY	\$466,677	\$39,920	\$500,000	\$56,249	\$203,228	\$143,701	\$153,072	40.64%
	TOTAL	\$1,524,079	\$573,035	\$1,872,802	\$56,249	\$203,228	\$612,554	\$1,057,020	11.00%
	DEPARTMENT TOTAL	\$3,017,961	\$1,342,506	\$3,293,129	\$148,131	\$912,820	\$629,815	\$1,750,494	28.00%
	SEWER/WASTEWATER PLANT								
	PERSONNEL SERVICES								
041-12-535-1-1100	EXECUTIVE SALARIES	\$159,202	\$77,345	\$161,796	\$6,944	\$78,624	\$0	\$83,172	48.59%
041-12-535-1-1200	REGULAR SALARIES	\$375,000	\$302,210	\$432,368	\$37,512	\$361,459	\$0	\$70,909	83.59%
041-12-535-1-1210	ACCRUED SALARIES	\$0	\$10,167.50	\$0	\$0	\$0	\$0	\$0	0.00%
041-12-535-1-1220	CLERICAL SALARY	\$47,564	\$35,207	\$49,467	\$3,864	\$36,345	\$0	\$13,122	73.47%
041-12-535-1-1400	OVERTIME	\$52,500	\$24,228	\$54,600	\$1,225	\$21,537	\$0	\$33,063	39.44%
041-12-535-1-2100	FICA TAX EXPENSE	\$48,521	\$32,308	\$53,415	\$3,684	\$37,086	\$0	\$16,329	69.42%
041-12-535-1-2200	RETIREMENT EXPENSE	\$179,184	\$123,842	\$197,594	\$11,893	\$117,143	\$0	\$80,451	59.28%
041-12-535-1-2300	HEALTH AND LIFE INSURANCE	\$150,532	\$94,368	\$139,594	\$14,097	\$132,079	\$0	\$7,515	94.61%
	TOTAL	\$1,012,503	\$679,340	\$1,088,834	\$79,218	\$784,272	\$0	\$304,562	72.00%
	OPERATING EXPENSES								
041-12-535-3-3100	PROFESSIONAL SERVICES	\$63,300	\$10,083	\$15,600	\$0	\$2,413	\$0	\$13,187	15.46%
041-12-535-3-3110	LAB/TESTING	\$62,000	\$37,644	\$55,000	\$7,623	\$42,358	\$4,876	\$7,766	77.01%
041-12-535-3-3120	PRE-EMPLOYMENT EXPENSE	\$1,500	\$160	\$1,560	\$0	\$0	\$0	\$1,560	0.00%
041-12-535-3-3440	TREE REMOVAL	\$0	\$0	\$1,560	\$0	\$0	\$0	\$1,560	0.00%
041-12-535-3-3460	RAILROAD CROSSING MAINTENAN	\$650	\$0	\$676	\$0	\$0	\$236	\$440	0.00%
041-12-535-3-4000	TRAVEL	\$1,200	\$0	\$1,248	\$0	\$0	\$1,219	\$29	0.00%
041-12-535-3-4020	SCHOOLING, CONFERENCE, ETC	\$6,500	\$1,723	\$6,760	\$0	\$940	\$3,444	\$2,376	13.90%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
041-12-535-3-4100	COMMUNICATIONS SERVICES	\$9,900	\$6,896	\$10,296	\$1,031	\$7,332	\$0	\$2,964	71.20%
041-12-535-3-4200	POSTAGE AND FREIGHT	\$1,100	\$280	\$1,144	\$0	\$177	\$0	\$967	15.43%
041-12-535-3-4310	NATURAL GAS	\$6,000	\$3,807	\$6,240	\$443	\$3,876	\$0	\$2,364	62.10%
041-12-535-3-4320	ELECTRICITY	\$245,000	\$186,807	\$250,000	\$27,190	\$202,872	\$0	\$47,129	81.14%
041-12-535-3-4330	CREDIT CARD FEES	\$1,000	\$194	\$1,040	\$0	\$228	\$0	\$812	21.90%
041-12-535-3-4400	RENTALS AND LEASES	\$44,500	\$28,693	\$46,800	\$3,870	\$19,440	\$107	\$27,253	41.53%
041-12-535-3-4500	LIABILITY INSURANCE	\$1,100	\$784	\$1,438	\$266	\$1,066	\$0	\$372	74.11%
041-12-535-3-4610	BUILDING MAINTENANCE	\$4,000	\$320	\$4,160	\$1,127	\$1,367	\$0	\$2,793	32.86%
041-12-535-3-4620	EQUIPMENT MAINTENANCE	\$175,000	\$131,075	\$165,000	\$18,196	\$102,304	\$28,773	\$33,923	62.00%
041-12-535-3-4630	VEHICLE MAINTENANCE	\$6,200	\$4,346	\$3,328	\$0	\$1,518	\$185	\$1,625	45.62%
041-12-535-3-4680	STORM CLEANUP/REPAIR	\$0	\$0	\$0	\$0	\$236	\$0	-\$236	0.00%
041-12-535-3-4700	PRINTING AND BINDING	\$225	\$130	\$234	\$37	\$152	\$0	\$82	64.76%
041-12-535-3-5000	FINES & FEES	\$0	\$84	\$0	\$47	\$100	\$0	-\$100	0.00%
041-12-535-3-5100	OFFICE SUPPLIES	\$1,100	\$774	\$5,144	\$0	\$3,547	\$208	\$1,389	68.95%
041-12-535-3-5210	GAS AND LUBRICANTS	\$16,000	\$9,335	\$16,640	\$874	\$9,726	\$0	\$6,914	58.45%
041-12-535-3-5230	JANITORIAL SUPPLIES	\$1,600	\$504	\$624	\$14	\$380	\$0	\$244	60.95%
041-12-535-3-5250	SMALL TOOLS	\$6,500	\$2,707	\$6,760	\$1,042	\$5,360	\$850	\$550	79.29%
041-12-535-3-5260	UNIFORMS	\$9,200	\$6,840	\$9,568	\$587	\$6,438	\$527	\$2,603	67.28%
041-12-535-3-5270	CHEMICALS	\$87,000	\$50,035	\$90,480	\$7,973	\$50,725	\$9,045	\$30,710	56.06%
041-12-535-3-5280	OPERATING SUPPLIES	\$15,000	\$9,994	\$15,600	\$17	\$10,047	\$3,095	\$2,458	64.40%
041-12-535-3-5290	BIOSOLIDS DISPOSAL	\$84,000	\$67,910	\$56,160	\$10,837	\$40,246	\$0	\$15,914	71.66%
041-12-535-3-5400	MEMBR,SUBSCRIPT,DUES	\$550	\$0	\$572	\$0	\$209	\$0	\$363	36.50%
TOTAL		\$850,125	\$561,125	\$773,632	\$81,177	\$513,055	\$52,564	\$208,013	66.00%
CAPITAL OUTLAY									
041-12-535-6-6301	DEO Lift Station 16 Expansion	\$334,000	\$0	\$1,784,804	\$0	\$32,042	\$1,382,180	\$370,582	1.79%
041-12-535-6-6357	FEMA HMGP 4283-66 LIFT STATION	\$6,552	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
041-12-535-6-6359	WWTP Biosolids LPR0004 FDEP	\$2,911,371	\$1,397,117	\$1,324,600	\$68,427	\$910,765	\$288,306	\$125,529	68.75%
041-12-535-6-6450	CAPITAL IMPROVEMENTS	\$575,358	\$220,406	\$1,155,000	\$36,169	\$176,416	\$428,489	\$550,094	15.27%
TOTAL		\$3,827,281	\$1,617,523	\$4,264,404	\$104,596	\$1,119,224	\$2,098,975	\$1,046,205	26.00%
GRANTS									
041-12-535-8-6401	DEO Lift Station 16 Expansion	\$334,000	\$0	\$340,196	\$10,469	\$20,459	\$319,736	\$1	6.01%
041-12-535-8-6402	FDEP Sand and Grit SG067	\$150,812	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
TOTAL		\$484,812	\$0	\$340,196	\$10,469	\$20,459	\$319,736	\$1	6.00%
DEPARTMENT TOTAL		\$6,174,721	\$2,857,987	\$6,467,066	\$275,461	\$2,437,010	\$2,471,275	\$1,558,781	38.00%
WATER/SEWER DISTRIBUTION									
PERSONNEL SERVICES									
041-13-536-1-1100	EXECUTIVE SALARIES	\$96,563	\$68,422	\$93,713	\$5,208	\$55,476	\$0	\$38,237	59.19%
041-13-536-1-1200	REGULAR SALARIES	\$386,652	\$241,732	\$394,254	\$26,163	\$284,409	\$0	\$109,845	72.13%
041-13-536-1-1210	ACCRUED SALARIES	\$0	\$-10,538.31	\$0	\$0	\$0	\$0	\$0	0.00%
041-13-536-1-1220	CLERICAL SALARY	\$35,544	\$26,302	\$36,966	\$2,814	\$24,795	\$0	\$12,171	67.07%
041-13-536-1-1400	OVERTIME	\$52,500	\$33,381	\$54,600	\$2,686	\$36,073	\$0	\$18,527	66.06%
041-13-536-1-2100	FICA TAX EXPENSE	\$43,701	\$26,224	\$44,334	\$2,707	\$29,250	\$0	\$15,084	65.97%
041-13-536-1-2200	RETIREMENT EXPENSE	\$159,778	\$97,777	\$177,916	\$8,184	\$95,013	\$0	\$82,903	53.40%
041-13-536-1-2300	HEALTH AND LIFE INSURANCE	\$182,913	\$108,115	\$161,318	\$10,354	\$104,766	\$0	\$56,552	64.94%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
	TOTAL	\$957,651	\$591,414	\$963,101	\$58,115	\$629,781	\$0	\$333,320	65.00%
	OPERATING EXPENSES								
041-13-536-3-3100	PROFESSIONAL SERVICES	\$65,000	\$37,807	\$33,965	\$146	\$33,753	\$211	\$1	99.37%
041-13-536-3-3120	PRE-EMPLOYMENT EXPENSE	\$1,000	\$192	\$1,040	\$0	\$0	\$0	\$1,040	0.00%
041-13-536-3-4020	SCHOOLING, CONFERENCE, ETC	\$10,000	\$2,238	\$10,400	\$1,584	\$6,545	\$723	\$3,132	62.93%
041-13-536-3-4100	COMMUNICATIONS SERVICES	\$7,600	\$5,868	\$7,904	\$583	\$4,092	\$0	\$3,812	51.76%
041-13-536-3-4200	POSTAGE AND FREIGHT	\$100	\$0	\$104	\$0	\$0	\$0	\$104	0.00%
041-13-536-3-4310	NATURAL GAS	\$500	\$341	\$520	\$12	\$617	\$0	-\$97	118.65%
041-13-536-3-4320	ELECTRICITY	\$2,600	\$1,523	\$2,704	\$308	\$1,712	\$0	\$992	63.32%
041-13-536-3-4400	RENTALS AND LEASES	\$2,000	\$733	\$2,080	\$40	\$361	\$120	\$1,598	17.36%
041-13-536-3-4610	BUILDING MAINTENANCE	\$5,000	\$491	\$5,200	\$12	\$2,147	\$0	\$3,053	41.28%
041-13-536-3-4620	EQUIPMENT MAINTENANCE	\$13,010	\$6,663	\$20,800	\$1,408	\$12,455	\$0	\$8,345	59.87%
041-13-536-3-4630	VEHICLE MAINTENANCE	\$14,500	\$8,540	\$20,800	\$165	\$6,680	\$1,347	\$12,773	32.11%
041-13-536-3-4700	PRINTING AND BINDING	\$1,000	\$134	\$1,040	\$26	\$130	\$0	\$910	12.52%
041-13-536-3-4900	LEGAL ADVERTISING	\$500	\$0	\$520	\$0	\$0	\$0	\$520	0.00%
041-13-536-3-5100	OFFICE SUPPLIES	\$1,000	\$807	\$1,040	\$16	\$953	\$41	\$47	91.62%
041-13-536-3-5210	GAS AND LUBRICANTS	\$25,000	\$17,534	\$41,600	\$2,679	\$17,332	\$0	\$24,268	41.66%
041-13-536-3-5230	JANITORIAL SUPPLIES	\$2,000	\$876	\$2,080	\$172	\$1,102	\$0	\$978	52.96%
041-13-536-3-5250	SMALL TOOLS	\$5,000	\$233	\$5,200	\$0	\$3,450	\$911	\$840	66.33%
041-13-536-3-5260	UNIFORMS	\$4,000	\$2,244	\$4,160	\$292	\$2,559	\$0	\$1,601	61.50%
041-13-536-3-5280	OPERATING SUPPLIES	\$15,000	\$9,879	\$30,800	\$3,364	\$8,351	\$1,630	\$20,819	27.11%
041-13-536-3-5330	ROAD REPAIRS	\$77,000	\$38,430	\$60,000	\$11,119	\$52,171	\$0	\$7,829	86.95%
	TOTAL	\$251,810	\$134,532	\$251,957	\$21,928	\$154,409	\$4,984	\$92,565	61.00%
	CAPITAL OUTLAY								
041-13-536-6-6300	METERS AND METER REPAIR	\$30,035	\$29,607	\$31,236	\$3,411	\$23,523	\$3,363	\$4,351	75.30%
041-13-536-6-6320	WASTEWATER MATERIALS	\$13,000	\$0	\$18,220	\$7,035	\$11,991	\$4,208	\$2,021	65.81%
041-13-536-6-6330	PIPE AND FITTINGS	\$60,490	\$31,716	\$89,655	\$33,029	\$57,960	\$31,163	\$532	64.64%
041-13-536-6-6340	CONCRETE, FILL	\$15,000	\$10,482	\$15,600	\$0	\$15,600	\$0	\$0	100.00%
041-13-536-6-6372	CDBG MIT SANITARY WASTEWATE	\$192,356	\$2,500	\$382,000	\$12,000	\$178,618	\$181,314	\$22,068	46.75%
041-13-536-6-6400	CAPITAL OUTLAY	\$156,547	\$123,816	\$62,800	\$4,964	\$26,972	\$14,892	\$20,936	42.94%
041-13-536-6-6450	CAPITAL IMPROVEMENTS	\$493,134	\$479,459	\$326,246	\$0	\$319,597	\$6,434	\$215	97.96%
041-13-536-6-6458	SRF 2019 DW54022 PALATKA HEIGI	\$1,819,356	\$819,455	\$593,000	\$0	\$313,927	\$0	\$279,073	52.93%
041-13-536-6-6464	SRF DW54022 Downtown Potable	\$0	\$0	\$23,219	\$0	\$23,219	\$0	\$0	100.00%
041-13-536-6-6467	CITY MATCH DEO MADISON 5TH TC	\$146,356	\$0	\$146,400	\$0	\$73,277	\$35,467	\$37,656	50.05%
041-13-536-6-6473	SRF DEO RIF St. Johns Ave Mose	\$555,531	\$301,157	\$213,620	\$0	\$88,821	\$0	\$124,799	41.57%
041-13-536-6-6474	PUBLIC WORKS BUILDING	\$762,000	\$363,630	\$0	\$78,937	\$78,937	\$0	-\$78,937.16	0.00%
041-13-536-8-6465	DEO RIF MOSELY TO RR	\$555,531	\$406,543	\$0	\$0	\$0	\$0	\$0	0.00%
041-13-536-8-6466	FDEP LPA0354 Sewer Main and Ma	\$2,000,000	\$16,037	\$1,625,000	\$22,781	\$305,088	\$662,933	\$656,980	18.77%
041-13-536-8-6467	Fed CDBG DEO Madison 5th to 11	\$750,000	\$1,326	\$748,674	\$0	\$507	\$56,000	\$692,167	0.06%
041-13-536-8-6468	FDEP Potable Water state North	\$3,500,000	\$0	\$2,100,000	\$677	\$677	\$148,185	\$1,951,138	0.03%
041-13-536-8-6469	FDEP Sewer Lining state	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	0.00%
041-13-536-8-6471	SJRWMD 35891 MADISON TO 11TH	\$500,000	\$0	\$500,000	\$0	\$391,124	\$0	\$108,876	78.22%
	TOTAL	\$12,549,336	\$2,585,728	\$7,875,670	\$162,834	\$1,909,839	\$1,143,959	\$4,821,872	24.00%
	DEPARTMENT TOTAL	\$13,758,797	\$3,311,674	\$9,090,728	\$242,877	\$2,694,028	\$1,148,943	\$5,247,757	30.00%
	WATER ADMINISTRATION								

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
PERSONNEL SERVICES									
041-29-536-1-1200	REGULAR SALARIES	\$177,639	\$38,256	\$173,744	\$2,190	\$41,218	\$0	\$132,526	23.72%
041-29-536-1-1210	ACCRUED SALARIES	\$0	-3,209.68	\$0	\$0	\$0	\$0	\$0	0.00%
041-29-536-1-1220	SALARIES CLERICAL	\$0	\$40,209	\$0	\$4,474	\$39,916	\$0	-\$39,915.64	0.00%
041-29-536-1-1300	OTHER SALARIES	\$0	\$51,691	\$0	\$5,482	\$47,558	\$0	-\$47,557.98	0.00%
041-29-536-1-1400	OVERTIME-WATER ADMIN	\$0	\$857	\$0	\$191	\$2,485	\$0	-\$2,485.45	0.00%
041-29-536-1-2100	FICA TAX EXPENSE	\$13,589	\$9,823	\$13,291	\$938	\$9,913	\$0	\$3,378	74.58%
041-29-536-1-2200	RETIREMENT EXPENSE	\$54,713	\$40,142	\$53,339	\$3,724	\$40,077	\$0	\$13,262	75.13%
041-29-536-1-2300	HEALTH AND LIFE INSURANCE	\$41,561	\$22,027	\$35,787	\$3,315	\$31,824	\$0	\$3,963	88.92%
041-29-536-1-2400	WORKERS COMP	\$25,303	\$37,507	\$36,612	\$9,155	\$46,152	\$0	-\$9,539.93	126.05%
	TOTAL	\$312,805	\$237,304	\$312,773	\$29,467	\$259,143	\$0	\$53,630	83.00%
OPERATING EXPENSES									
041-29-536-3-3100	PROFESSIONAL SERVICES	\$30,000	\$15,869	\$47,631	\$110	\$10,165	\$9,265	\$28,201	21.34%
041-29-536-3-3120	PRE-EMPLOYMENT EXPENSE	\$250	\$150	\$0	\$0	\$299	\$0	-\$299	0.00%
041-29-536-3-3200	ACCOUNTING AND AUDITING	\$30,738	\$18,854	\$30,738	\$9,083	\$22,381	\$8,093	\$264	72.81%
041-29-536-3-4020	SCHOOLING, CONFERENCE, ETC	\$5,575	\$2,494	\$6,240	\$171	\$630	\$0	\$5,610	10.09%
041-29-536-3-4100	COMMUNICATIONS SERVICES	\$1,175	\$983	\$1,040	\$0	\$954	\$0	\$86	91.72%
041-29-536-3-4200	POSTAGE AND FREIGHT	\$100	\$0	\$104	\$0	\$1	\$0	\$103	0.66%
041-29-536-3-4330	CREDIT CARD FEES	\$100	\$0	\$104	\$0	\$0	\$0	\$104	0.00%
041-29-536-3-4400	RENTALS AND LEASES	\$500	\$205	\$520	\$23	\$205	\$68	\$247	39.35%
041-29-536-3-4500	LIABILITY INSURANCE	\$249,676	\$221,937	\$346,321	\$75,405	\$301,622	\$0	\$44,699	87.09%
041-29-536-3-4620	EQUIPMENT MAINTENANCE	\$45,000	\$0	\$46,800	\$0	\$0	\$0	\$46,800	0.00%
041-29-536-3-5100	OFFICE SUPPLIES	\$200	\$164	\$208	\$0	\$197	\$0	\$11	94.82%
041-29-536-3-5280	OPERATING SUPPLIES	\$4,500	\$108	\$4,680	\$0	\$190	\$0	\$4,490	4.05%
	TOTAL	\$367,814	\$260,764	\$484,386	\$84,792	\$336,643	\$17,426	\$130,317	69.00%
CAPITAL OUTLAY									
041-29-536-6-6474	PUBLIC WORKS BUILDING	\$225,000	\$107,371	\$0	\$23,308	\$23,308	\$0	-\$23,308.23	0.00%
	TOTAL	\$225,000	\$107,371	\$0	\$23,308	\$23,308	\$0	-\$23,308.23	0.00%
DEBT SERVICE									
041-13-517-7-7100	PRINCIPAL PUBLIC WORKS BUILDING	\$12,169	\$0	\$23,375	\$0	\$0	\$0	\$23,375	0.00%
041-13-517-7-7200	INTEREST PUBLIC WORKS BLDG	\$20,841	\$0	\$40,151	\$0	\$21,075	\$0	\$19,076	52.48%
041-29-517-7-7120	PRINCIPAL DW541901	\$245,133	\$121,765	\$284,953	\$0	\$124,994	\$0	\$159,959	43.86%
041-29-517-7-7130	PRINCIPAL SERIES 2010A	\$229,200	\$229,200	\$233,113	\$0	\$233,113	\$0	\$0	100.00%
041-29-517-7-7140	PRINCIPAL SRF 2108 DW54022	\$403,664	\$0	\$517,904	\$0	\$0	\$0	\$517,904	0.00%
041-29-517-7-7160	PRINCIPAL VVW 540230 SRF 2019	\$24,772	\$24,772	\$24,772	\$0	\$24,772	\$0	\$0	100.00%
041-29-517-7-7180	PRINCIPAL DW54025 SRF Carbon F	\$174,634	\$0	\$174,634	\$0	\$0	\$0	\$174,634	0.00%
041-29-517-7-7190	PRINCIPAL PUBLIC WORKS BLDG	\$3,644	\$0	\$6,887	\$0	\$0	\$0	\$6,887	0.00%
041-29-517-7-7220	INTEREST-DW541901	\$39,820	\$20,712	\$11,850	\$0	\$17,482	\$0	-\$5,632.20	147.52%
041-29-517-7-7230	INTEREST-SERIES 2010A	\$138,785	\$138,776	\$132,465	\$0	\$132,465	\$0	\$0	100.00%
041-29-517-7-7290	INTEREST PUBLIC WORKS BLDG	\$9,896	\$0	\$10,292	\$0	\$89,196	\$0	-\$78,904.33	866.65%
	TOTAL	\$1,302,558	\$535,224	\$1,460,396	\$0	\$643,099	\$0	\$817,297	44.00%
	DEPARTMENT TOTAL	\$2,208,177	\$1,140,663	\$2,257,555	\$137,568	\$1,262,194	\$17,426	\$977,936	56.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
	TOTAL EXPENDITURES	\$15,966,974	\$4,452,337	\$11,348,283	\$380,444	\$3,956,222	\$1,166,369	\$6,225,693	35.00%
	TRANSFERS								
041-13-536-9-9104	REIMB FLEET MAINTENCE	\$37,240	\$27,930	\$54,258	\$4,521	\$40,693	\$0	\$13,565	74.99%
041-29-536-9-9100	UTILITY CAPITAL REPLACEMENT C	\$810,569	\$0	\$895,798	\$0	\$0	\$0	\$895,798	0.00%
041-29-536-9-9101	REIMB GENERAL FUND-ADMIN EXP	\$1,240,186	\$930,139	\$1,482,666	\$123,556	\$1,112,000	\$0	\$370,667	75.00%
041-29-536-9-9103	REIMB GAS AUTHORITY	\$232,394	\$144,571	\$241,690	\$19,621	\$164,228	\$0	\$77,462	67.94%
041-29-536-9-9110	TRANSFER TO GENERAL FUND-FR/	\$506,217	\$379,663	\$526,466	\$43,872	\$394,850	\$0	\$131,616	75.00%
	TOTAL	\$2,826,606	\$1,482,303	\$3,200,878	\$191,570	\$1,711,770	\$0	\$1,489,108	53.00%
	CONTINGENCIES & RESERVES								
041-29-536-9-9901	CONTINGENCY/RESERVE	\$1,727,001	\$0	\$1,723,000	\$0	\$0	\$0	\$1,723,000	0.00%
	TOTAL	\$1,727,001	\$0	\$1,723,000	\$0	\$0	\$0	\$1,723,000	0.00%
WATER FUND	TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	\$29,713,263	\$10,135,134	\$26,032,356	\$995,606	\$9,017,823	\$4,267,459	\$12,747,075	35.00%

GOLF COURSE

GOLF COURSE REVENUES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6

	OPERATING REVENUES								
042-00-347-2-2510	MISC REVENUE/SERVICE CHARGE!	\$547	\$0	\$569	\$0	\$0	\$569	0.00%	
	TOTAL	\$547	\$0	\$569	\$0	\$0	\$569	0.00%	
	GRANTS								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
	OTHER REVENUES								
042-00-369-9-1000	REFUNDS/REIMBURSEMENTS	\$1,875	\$0	\$1,950	\$0	\$44	\$1,906	2.24%	
042-00-369-9-1002	RESTAURANT LEASE	\$53,880	\$40,410	\$56,035	\$0	\$40,410	\$15,625	72.11%	
042-00-369-9-1003	UTILITY REIMBURSEMENT-RESTAU	\$26,400	\$16,897	\$27,456	\$0	\$16,885	\$10,771	60.77%	
042-00-369-9-1004	PROFIT SHARING FRANCHISE AGR	\$61,442	\$0	\$49,920	\$0	\$0	\$49,920	0.00%	
	TOTAL	\$143,597	\$57,307	\$135,361	\$0	\$57,139	\$78,222	42.00%	
	TRANSFERS IN								
042-00-389-9-0001	TRANSFER FROM GENERAL FUND	\$53,700	\$40,275	\$38,647	\$3,221	\$28,985	\$9,662	75.00%	
	TOTAL	\$53,700	\$40,275	\$38,647	\$3,221	\$28,985	\$9,662	75.00%	
	LOAN PROCEEDS								

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
	TOTAL OPERATING & OTHER REV	\$197,844	\$97,582	\$174,577	\$3,221	\$86,124	\$88,453	49.00%	
	CASH BALANCE FORWARD								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
	TOTAL REV, TRF & CASH BALANCE	\$197,844	\$97,582	\$174,577	\$3,221	\$86,124	\$88,453	49.00%	
GOLF COURSE EXPENDITURES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6									
MAINTENANCE									
PERSONNEL SERVICES									
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
	OPERATING EXPENSES								
042-16-572-3-3440	TREE REMOVAL	\$7,500	\$0	\$7,800	\$0	\$4,600	\$0	\$3,200	58.97%
042-16-572-3-4400	RENTAL AND LEASES	\$0	\$22,619	\$0	\$0	\$2,513	\$0	-\$2,513.24	0.00%
042-16-572-3-4410	OPERATING LEASES	\$12,500	\$0	\$13,000	\$0	\$0	\$0	\$13,000	0.00%
042-16-572-3-4650	IRRIGATION SUPPLIES	\$7,500	\$4,996	\$7,800	\$0	\$4,999	\$4,999	-\$2,198.00	128.17%
	TOTAL	\$27,500	\$27,615	\$28,600	\$0	\$12,112	\$4,999	\$11,489	60.00%
	CAPITAL OUTLAY								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	DEPARTMENT TOTAL	\$27,500	\$27,615	\$28,600	\$0	\$12,112	\$4,999	\$11,489	60.00%
CLUB HOUSE									
PERSONNEL SERVICES									
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	OPERATING EXPENSES								
042-24-572-3-3100	PROFESSIONAL SERVICES	\$0	\$250	\$0	\$0	\$0	\$0	\$0	0.00%
042-24-572-3-3200	ACCOUNTING AND AUDITING	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$0	\$0	100.00%
042-24-572-3-4100	COMMUNICATIONS SERVICES	\$3,500	\$966	\$3,640	\$237	\$931	\$0	\$2,709	25.58%
042-24-572-3-4310	NATURAL GAS	\$3,000	\$0	\$3,120	\$0	\$0	\$0	\$3,120	0.00%
042-24-572-3-4320	ELECTRICITY	\$25,000	\$14,515	\$26,000	\$2,155	\$14,154	\$0	\$11,846	54.44%
042-24-572-3-4400	RENTALS AND LEASES	\$78,048	\$58,536	\$63,300	\$6,504	\$71,414	\$19,434	-\$27,548.00	143.51%
042-24-572-3-4500	LIABILITY INSURANCE	\$7,500	\$6,274	\$9,802	\$2,132	\$8,526	\$0	\$1,276	86.98%
042-24-572-3-4610	BUILDING MAINTENANCE	\$1,000	\$232	\$1,040	\$0	\$0	\$0	\$1,040	0.00%
042-24-572-3-4630	CART MAINTENANCE	\$5,000	\$0	\$5,200	\$0	\$0	\$0	\$5,200	0.00%
042-24-572-3-5280	OPERATING SUPPLIES	\$500	\$273	\$520	\$0	\$273	\$0	\$247	52.50%
042-24-572-3-5400	MEMBR,SUBSCRIPT,DUES	\$639	\$0	\$665	\$0	\$0	\$0	\$665	0.00%
	TOTAL	\$131,687	\$88,546	\$120,787	\$18,527	\$102,799	\$19,434	-\$1,446.15	101.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
042-24-572-6-6450	CAPITAL OUTLAY								
	CONTRACT CAPITAL IMPROVEMEN	\$38,442	\$35,870	\$25,000	\$6,200	\$21,532	\$0	\$3,468	86.12%
	TOTAL	\$38,442	\$35,870	\$25,000	\$6,200	\$21,532	\$0	\$3,468	86.00%
	DEBT SERVICE								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
042-24-572-9-9100	TRANSFERS								
	REIMB GENERAL FUND-ADMIN EXP	\$215	\$161	\$191	\$16	\$143	\$0	\$48	75.01%
	TOTAL	\$215	\$161	\$191	\$16	\$143	\$0	\$48	75.00%
	DEPARTMENT TOTAL	\$170,344	\$124,577	\$145,978	\$24,743	\$124,474	\$19,434	\$2,070	99.00%
	TOTAL EXPENDITURES	\$197,844	\$152,192	\$174,578	\$24,743	\$136,587	\$24,433	\$13,558	92.00%
	TRFS, CONTINGENCIES, RESERVES								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
GOLF COURSE	TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	\$197,844	\$152,192	\$174,578	\$24,743	\$136,587	\$24,433	\$13,558	92.00%

SANITATION FUND

SANITATION FUND REVENUES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6

CHARGES FOR SERVICES									
043-00-343-4-1000	GARBAGE FEES-RESIDENTIAL	\$3,334,312	\$2,595,595	\$3,467,684	\$287,758	\$2,592,404	\$875,280	74.75%	
043-00-343-4-1040	PENALTIES-SANITATION	\$19,100	\$13,404	\$19,864	\$1,530	\$12,458	\$7,406	62.71%	
043-00-343-4-1500	CONTAINER USAGE FEES	\$3,538	\$3,465	\$3,680	\$630	\$4,435	-\$755	120.51%	
043-00-343-4-2500	DUMPSTER DROP OFF FEE	\$15,580	\$21,355	\$16,203	\$360	\$16,840	-\$637	103.93%	
043-00-343-4-4150	EXTRA GARBAGE	\$11,500	\$39,597	\$11,960	-\$416	\$11,067	\$893	92.53%	
	TOTAL	\$3,384,030	\$2,673,416	\$3,519,391	\$289,862	\$2,637,204	\$882,187	75.00%	
OTHER REVENUES									
043-00-364-0-4900	SURPLUS EQUIPMENT-SANITATION	\$8,745	\$0	\$9,095	\$0	\$0	\$9,095	0.00%	
043-00-369-9-1000	MISC REVENUE	\$0	\$500	\$6,240	\$0	\$0	\$6,240	0.00%	
043-00-369-9-1001	E-PAYABLES REVENUE SHARE	\$586	\$451	\$609	\$41	\$513	\$96	84.24%	
043-00-382-0-1000	CONTRIBUTION FROM GENERAL FI	\$39,102	\$29,327	\$56,971	\$4,748	\$42,728	\$14,243	74.99%	
043-00-382-0-2000	CONTRIBUTIONS FROM UTILITIES	\$37,240	\$27,930	\$54,258	\$4,522	\$40,694	\$13,565	75.00%	
043-00-389-2-8107	FEMA FED Hurricane Ian	\$0	\$6,868	\$0	\$0	\$0	\$0	0.00%	

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
	TOTAL	\$85,673	\$65,076	\$127,173	\$9,310	\$83,935	\$43,238	66.00%	
	DEBT PROCEEDS								
043-00-384-0-1000	LOAN PROCEEDS	\$762,000	\$0	\$0	\$0	\$0	\$0	0.00%	
043-00-384-1-0000	LOAN PROCEEDS	\$499,362	\$0	\$0	\$0	\$0	\$0	0.00%	
	TOTAL	\$1,261,362	\$0	\$0	\$0	\$0	\$0	0.00%	
	TOTAL REVENUES	\$4,731,065	\$2,738,492	\$3,646,564	\$299,172	\$2,721,139	\$925,425	75.00%	
	CASH BALANCE FORWARD								
043-00-302-0-0000	CASH BALANCE FORWARD	\$360,357	\$0	\$360,357	\$0	\$0	\$360,357	0.00%	
	TOTAL	\$360,357	\$0	\$360,357	\$0	\$0	\$360,357	0.00%	
	TOTAL REV, TRF & CASH BALANCE	\$5,091,422	\$2,738,492	\$4,006,921	\$299,172	\$2,721,139	\$1,285,782	68.00%	
SANITATION FUND EXPENDITURES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6									
	MAINTENANCE								
	PERSONNEL SERVICES								
043-28-534-1-1200	REGULAR SALARIES	\$100,056	\$105,275	\$153,534	\$13,139	\$124,079	\$0	\$29,455	80.81%
043-28-534-1-1210	ACCRUED SALARIES	\$0	-2,003.58	\$0	\$0	\$0	\$0	\$0	0.00%
043-28-534-1-1400	OVERTIME	\$7,500	\$7,826	\$7,800	\$1,112	\$9,376	\$0	\$0	120.20%
043-28-534-1-2100	FICA TAX EXPENSE	\$8,228	\$8,510	\$12,342	\$1,069	\$10,003	\$0	\$2,339	81.04%
043-28-534-1-2200	RETIREMENT EXPENSE	\$30,817	\$34,747	\$49,530	\$4,375	\$40,840	\$0	\$8,690	82.45%
043-28-534-1-2300	HEALTH AND LIFE INSURANCE	\$13,597	\$10,506	\$14,877	\$1,832	\$17,402	\$0	\$0	116.96%
	TOTAL	\$160,198	\$164,861	\$238,083	\$21,526	\$201,699	\$0	\$36,384	85.00%
	OPERATING EXPENSES								
043-28-534-3-3100	PROFESSIONAL SERVICES	\$2,500	\$160	\$228	\$16	\$211	\$16	\$0	92.82%
043-28-534-3-3120	PRE-EMPLOYMENT EXPENSE	\$180	\$150	\$187	\$0	\$0	\$0	\$187	0.00%
043-28-534-3-3200	ACCOUNTING AND AUDITING	\$6,000	\$0	\$6,000	\$0	\$0	\$0	\$6,000	0.00%
043-28-534-3-4100	COMMUNICATIONS SERVICES	\$1,000	\$364	\$1,040	\$169	\$448	\$0	\$592	43.12%
043-28-534-3-4320	ELECTRICITY	\$0	\$782	\$0	\$224	\$1,357	\$0	\$0	0.00%
043-28-534-3-4610	BUILDING MAINTENANCE	\$3,500	\$0	\$7,326	\$0	\$7,326	\$0	\$0	100.00%
043-28-534-3-4620	EQUIPMENT MAINTENANCE	\$1,500	\$288	\$3,500	\$0	\$121	\$0	\$3,379	3.44%
043-28-534-3-4630	VEHICLE MAINTENANCE	\$2,000	\$177	\$2,080	\$0	\$150	\$0	\$1,930	7.21%
043-28-534-3-5100	OFFICE SUPPLIES	\$1,000	\$951	\$1,040	\$0	\$0	\$0	\$1,040	0.00%
043-28-534-3-5230	JANITORIAL SUPPLIES	\$2,000	\$841	\$2,080	\$80	\$744	\$0	\$1,336	35.79%
043-28-534-3-5250	SMALL TOOLS	\$2,500	\$2,152	\$7,646	\$1,408	\$7,072	\$0	\$574	92.49%
043-28-534-3-5260	UNIFORMS	\$2,000	\$1,451	\$2,080	\$214	\$1,507	\$0	\$573	72.45%
043-28-534-3-5280	OPERATING SUPPLIES	\$2,000	\$1,349	\$0	\$0	\$0	\$0	\$0	0.00%
	TOTAL	\$26,180	\$8,664	\$33,207	\$2,112	\$18,937	\$16	\$14,254	57.00%
	CAPITAL OUTLAY								

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	DEPARTMENT TOTAL	\$186,378	\$173,525	\$271,290	\$23,639	\$220,636	\$16	\$50,637	81.00%
	SANITATION								
	PERSONNEL SERVICES								
043-10-534-1-1100	EXECUTIVE SALARIES	\$117,835	\$82,367	\$116,361	\$6,658	\$64,554	\$0	\$51,807	55.47%
043-10-534-1-1200	REGULAR SALARIES	\$613,312	\$376,142	\$625,911	\$41,076	\$386,208	\$0	\$239,703	61.70%
043-10-534-1-1210	ACCRUED SALARIES	\$0	-10,139.53	\$0	\$0	\$0	\$0	\$0	0.00%
043-10-534-1-1220	SALARIES CLERICAL	\$0	\$0	\$0	\$2,453	\$6,069	\$0	-6,068.64	0.00%
043-10-534-1-1400	OVERTIME	\$63,000	\$73,482	\$65,520	\$8,687	\$74,151	\$0	-8,631.41	113.17%
043-10-534-1-2100	FICA TAX EXPENSE	\$55,933	\$39,593	\$61,796	\$4,429	\$40,004	\$0	\$21,792	64.73%
043-10-534-1-2200	RETIREMENT EXPENSE	\$225,193	\$134,223	\$247,992	\$16,438	\$143,583	\$0	\$104,409	57.89%
043-10-534-1-2300	HEALTH AND LIFE INSURANCE	\$148,269	\$86,695	\$129,297	\$10,286	\$83,767	\$0	\$45,530	64.78%
043-10-534-1-2400	WORKERS COMP	\$29,092	\$43,118	\$42,094	\$10,524	\$53,057	\$0	-10,962.55	126.04%
	TOTAL	\$1,252,634	\$825,481	\$1,288,971	\$100,551	\$851,394	\$0	\$437,577	66.00%
	OPERATING EXPENSES								
043-10-534-3-3100	PROFESSIONAL SERVICES	\$118,320	\$95,547	\$50,000	\$344	\$24,787	\$1,088	\$24,126	49.57%
043-10-534-3-3120	PRE-EMPLOYMENT EXPENSE	\$3,000	\$1,055	\$1,560	\$210	\$1,311	\$0	\$249	84.03%
043-10-534-3-3200	ACCOUNTING AND AUDITING	\$4,884	\$3,209	\$4,884	\$1,422	\$3,549	\$1,294	\$41	72.65%
043-10-534-3-3470	PUTNAM COUNTY TIPPING FEE	\$250,000	\$168,106	\$260,000	\$22,005	\$166,399	\$0	\$93,601	63.99%
043-10-534-3-4020	SCHOOLING, CONFERENCE, ETC	\$6,000	\$838	\$6,240	\$0	\$3,975	\$0	\$2,265	63.69%
043-10-534-3-4100	COMMUNICATIONS SERVICES	\$7,000	\$1,981	\$7,280	\$271	\$1,745	\$0	\$5,535	23.97%
043-10-534-3-4200	POSTAGE AND FREIGHT	\$25	\$0	\$26	\$0	\$0	\$0	\$26	0.00%
043-10-534-3-4310	NATURAL GAS	\$1,000	\$454	\$1,040	\$27	\$726	\$0	\$314	69.83%
043-10-534-3-4320	ELECTRICITY	\$6,000	\$3,361	\$6,240	\$718	\$4,184	\$0	\$2,056	67.04%
043-10-534-3-4400	RENTALS AND LEASES	\$4,000	\$2,247	\$26,000	\$10,040	\$15,641	\$2,174	\$8,185	60.15%
043-10-534-3-4500	LIABILITY INSURANCE	\$70,237	\$61,954	\$91,798	\$21,050	\$84,198	\$0	\$7,600	91.72%
043-10-534-3-4610	BUILDING MAINTENANCE	\$2,500	\$484	\$15,600	\$75	\$8,170	\$938	\$6,492	52.36%
043-10-534-3-4620	EQUIPMENT MAINTENANCE	\$1,500	\$4,319	\$9,560	\$240	-\$321	\$15	\$9,867	-3.36%
043-10-534-3-4630	VEHICLE MAINTENANCE	\$242,000	\$152,769	\$221,257	\$26,002	\$198,937	\$16,833	\$5,487	89.91%
043-10-534-3-4700	PRINTING AND BINDING	\$3,500	\$134	\$3,640	\$26	\$130	\$0	\$3,510	3.57%
043-10-534-3-4800	ADVERTISEMENTS	\$1,000	\$0	\$2,400	\$0	\$0	\$0	\$2,400	0.00%
043-10-534-3-5000	FEES & FINES	\$2,000	\$384	\$2,080	\$129	\$993	\$0	\$1,087	47.75%
043-10-534-3-5100	OFFICE SUPPLIES	\$1,000	\$130	\$1,040	\$0	\$1,021	\$0	\$19	98.21%
043-10-534-3-5210	GAS AND LUBRICANTS	\$170,000	\$123,470	\$156,000	\$10,840	\$105,355	\$0	\$50,645	67.53%
043-10-534-3-5230	JANITORIAL SUPPLIES	\$1,000	\$998	\$1,040	\$45	\$1,190	\$0	-\$150	114.38%
043-10-534-3-5250	SMALL TOOLS	\$5,000	\$25	\$5,000	\$1,109	\$1,921	\$0	\$3,079	38.41%
043-10-534-3-5260	UNIFORMS	\$9,000	\$5,570	\$9,360	\$487	\$6,478	\$0	\$2,882	69.20%
043-10-534-3-5280	OPERATING SUPPLIES	\$12,000	\$8,053	\$92,480	\$8,200	\$25,082	\$16,970	\$50,427	27.12%
043-10-534-3-5285	CUSTOMER REPAIRS	\$4,000	\$3,780	\$4,160	\$0	\$0	\$0	\$4,160	0.00%
043-10-534-3-5290	GARBAGE CONTAINERS/DUMPSTE	\$80,000	\$54,713	\$104,000	\$0	\$24,366	\$23,898	\$55,736	23.42%
	TOTAL	\$1,004,966	\$693,582	\$1,082,685	\$103,239	\$679,835	\$63,210	\$339,639	63.00%
	CAPITAL OUTLAY								
043-10-534-6-6400	CAPITAL OUTLAY	\$206,494	\$0	\$15,000	\$0	\$0	\$0	\$15,000	0.00%
043-10-534-6-6401	VEHICLE PURCHASE	\$499,362	\$0	\$85,000	\$0	\$83,679	\$0	\$1,321	98.44%
043-10-534-6-6474	PUBLIC WORKS BUILDING	\$762,000	\$363,630	\$0	\$78,937	\$78,937	\$0	-\$78,937.16	0.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
	TOTAL	\$1,467,856	\$363,630	\$100,000	\$78,937	\$162,617	\$0	-62,616.51	163.00%
	DEBT SERVICE								
043-10-517-7-7100	PRINCIPAL- AMERIS LOAN #281 SA	\$146,896	\$44,054	\$104,394	\$46,650	\$91,918	\$0	\$12,476	88.04%
043-10-517-7-7112	PRINCIPAL-2016 USBANCORP LEAS	\$34,900	\$27,866	\$36,296	\$0	\$0	\$0	\$36,296	0.00%
043-10-517-7-7113	PRINCIPAL-BB&T CLAMSHELL-SERV	\$36,427	\$36,386	\$37,884	\$0	\$11,407	\$0	\$26,477	30.11%
043-10-517-7-7114	PRINCIPAL-FRONT LOADER	\$47,967	\$47,967	\$49,886	\$0	\$48,840	\$0	\$1,046	97.90%
043-10-517-7-7115	PRINCIPAL PUBLIC WORKS BLDG	\$12,169	\$0	\$23,375	\$0	\$0	\$0	\$23,375	0.00%
043-10-517-7-7200	INTEREST- AMERIS LOAN #281 SAN	\$13,000	\$13,763	\$23,646	\$11,167	\$23,716	\$0	-\$70	100.29%
043-10-517-7-7212	INTEREST-2016 USBANCORP LEAS	\$900	\$251	\$936	\$0	\$0	\$0	\$936	0.00%
043-10-517-7-7213	INTEREST-BB&T CLAMSHELL-SERV	\$975	\$971	\$1,014	\$0	\$187	\$0	\$827	18.44%
043-10-517-7-7214	INTEREST-FRONT LOADER	\$1,325	\$1,325	\$1,378	\$0	\$444	\$0	\$934	32.25%
043-10-517-7-7215	INTEREST PUBLIC WORKS BLDG	\$20,841	\$0	\$40,151	\$0	\$21,075	\$0	\$19,076	52.48%
	TOTAL	\$315,400	\$172,583	\$318,960	\$57,817	\$197,588	\$0	\$121,372	62.00%
	DEPARTMENT TOTAL	\$4,040,856	\$2,055,276	\$2,790,616	\$340,544	\$1,891,433	\$63,210	\$835,972	68.00%
	TOTAL EXPENDITURES	\$4,227,234	\$2,228,801	\$3,061,906	\$364,182	\$2,112,070	\$63,227	\$886,610	69.00%
	TRANSFERS								
043-10-534-9-9101	REIMB GENERAL FUND-ADMIN EXP	\$179,976	\$134,982	\$212,474	\$17,706	\$159,356	\$0	\$53,118	75.00%
043-10-534-9-9110	TRANSFER TO GENERAL FUND-FR/	\$156,718	\$117,538	\$160,110	\$13,343	\$120,083	\$0	\$40,028	75.00%
	TOTAL	\$336,694	\$252,520	\$372,584	\$31,049	\$279,438	\$0	\$93,146	75.00%
	CONTINGENCIES & RESERVES								
043-10-534-9-9900	CONTINGENCY/RESERVE	\$116,730	\$0	\$124,437	\$0	\$0	\$0	\$124,437	0.00%
043-10-534-9-9901	CAPITAL REPLACEMENT CONTINGI	\$430,764	\$0	\$447,995	\$0	\$0	\$0	\$447,995	0.00%
	TOTAL	\$547,494	\$0	\$572,432	\$0	\$0	\$0	\$572,432	0.00%
	TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	\$5,111,422	\$2,481,322	\$4,006,922	\$395,231	\$2,391,508	\$63,227	\$1,552,188	60.00%

TIF

TIF REVENUES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6

PROPERTY TAXES

030-00-311-0-3100	DOWNTOWN REDEV COUNTY SHAI	\$355,722	\$332,808	\$402,603	\$0	\$377,908	\$24,695	93.86%
030-00-311-0-3110	DOWNTOWN REDEV CITY SHARE	\$244,538	\$240,835	\$276,766	\$0	\$276,764	\$2	99.99%
030-00-311-0-3200	SOUTH HISTORIC COUNTY SHARE	\$109,900	\$106,447	\$129,505	\$0	\$122,470	\$7,035	94.56%
030-00-311-0-3220	SOUTH HISTORIC CITY SHARE	\$75,549	\$77,030	\$89,027	\$0	\$89,027	\$0	100.00%
030-00-311-0-3300	NORTH HISTORIC COUNTY SHARE	\$38,049	\$36,145	\$39,657	\$0	\$37,673	\$1,984	94.99%
030-00-311-0-3330	NORTH HISTORIC CITY SHARE	\$26,156	\$26,156	\$27,262	\$0	\$27,262	\$0	99.99%
	TOTAL	\$849,914	\$819,422	\$964,820	\$0	\$931,104	\$33,716	97.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
OTHER REVENUES									
030-00-366-0-0003	CONTRIBUTION - BENCHES	\$0	\$2,200	\$0	\$0	\$0	\$0	\$0 0.00%	
030-00-365-0-2000	SALE OF HAMMOCK HALL 429 KIRB	\$131,926	\$0	\$0	\$0	\$0	\$0	\$0 0.00%	
030-00-365-0-2500	PROCEEDS FROM SALE OF SURPL	\$0	\$51,000	\$0	\$0	\$0	\$0	\$0 0.00%	
	TOTAL	\$131,926	\$53,200	\$0	\$0	\$0		\$0 0.00%	
	TOTAL REVENUES	\$981,840	\$872,622	\$964,820	\$0	\$931,104	\$33,716	97.00%	
CASH BALANCE FORWARD									
030-00-301-0-0001	DOWNTOWN REDEVELOPMENT FC	\$923,777	\$0	\$839,383	\$0	\$0	\$839,383	0.00%	
030-00-301-0-0002	SOUTH HISTORIC BALANCE FORW,	\$122,286	\$0	\$299,314	\$0	\$0	\$299,314	0.00%	
030-00-301-0-0003	NORTH HISTORIC BALANCE FORW,	\$62,739	\$0	\$85,311	\$0	\$0	\$85,311	0.00%	
	TOTAL	\$1,108,802	\$0	\$1,224,008	\$0	\$0	\$1,224,008	0.00%	
	TOTAL REV, TRF & CASH BALANCE	\$2,090,642	\$872,622	\$2,188,828	\$0	\$931,104	\$1,257,724	43.00%	
TIF EXPENDITURES / 75.00 % Yr Complete For Fiscal Year: 2025 / 6									
DOWNTOWN									
030-30-580-1-1100	EXEC SALARIES TIFDT	\$0	\$0	\$38,500	\$3,264	\$18,816	\$0	\$19,684	48.87%
030-30-580-1-2100	FICA TAX EXP TIF DT	\$0	\$0	\$2,945	\$212	\$1,290	\$0	\$1,655	43.79%
030-30-580-1-2200	RETIREMENT EXP TIF DT	\$0	\$0	\$11,820	\$1,002	\$5,777	\$0	\$6,043	48.87%
030-30-580-1-2300	HEALTH AND LIFE INSUR TIF DT	\$0	\$0	\$8,140	\$969	\$3,876	\$0	\$4,264	47.61%
030-30-580-3-3100	PROFESSIONAL SERVICES	\$104,012	\$6,950	\$75,000	\$0	\$980	\$0	\$74,020	1.30%
030-30-580-3-3105	SMALL BUSINESS DEVELOPMENT (	\$12,000	\$9,000	\$25,000	\$6,250	\$12,500	\$0	\$12,500	50.00%
030-30-580-3-3109	MAINTENANCE CONTRACT	\$35,000	\$3,150	\$35,000	\$450	\$3,600	\$1,800	\$29,600	10.28%
030-30-580-3-3200	AUDIT EXPENSE	\$10,675	\$5,866	\$10,775	\$9,545	\$9,545	\$0	\$1,230	88.58%
030-30-580-3-5280	MISC EXPENSES	\$3,400	\$0	\$2,100	\$0	\$9	\$0	\$2,091	0.42%
030-30-580-3-5401	FRA ANNUAL DUES, TRAINING & CC	\$4,000	\$864	\$5,000	\$0	\$611	\$0	\$4,389	12.22%
030-30-580-3-5402	DEO ANNUAL DUES	\$175	\$130	\$175	\$0	\$148	\$0	\$27	84.57%
030-30-580-6-6311	DOWNTOWN CHRISTMAS LIGHTS	\$25,000	\$23,713	\$30,000	\$0	\$29,134	\$0	\$866	97.11%
030-30-580-6-6314	RECRUITMENT PROJECT	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	0.00%
030-30-580-6-6316	WAYFINDING	\$15,000	\$0	\$3,000	\$0	\$0	\$0	\$3,000	0.00%
030-30-580-6-6319	BUILDING IMPROVEMENT GRANT	\$121,000	\$5,032	\$160,000	\$15,397	\$45,397	\$0	\$114,603	28.37%
030-30-580-6-6320	LANDSCAPING	\$40,000	\$2,857	\$10,000	\$0	\$0	\$0	\$10,000	0.00%
030-30-580-6-6321	SITE AMENITIES	\$20,000	\$15,580	\$10,000	\$0	\$6,900	\$0	\$3,100	69.00%
030-30-580-6-6328	PUBLIC ART	\$10,000	\$0	\$23,000	\$0	\$968	\$0	\$22,032	4.20%
030-30-580-6-6329	PROPERTY AQUISITION	\$25,000	\$12,087	\$0	\$0	\$0	\$0	\$0	0.00%
030-30-580-6-6400	CAPITAL OUTLAY	\$50,000	\$0	\$73,403	\$0	\$0	\$0	\$73,403	0.00%
	TOTAL	\$500,262	\$110,228	\$523,858	\$37,088	\$139,550	\$1,800	\$382,508	27.00%
TRANSFERS									
030-30-580-9-9106	REIMB GENERAL-ADMIN EXP	\$28,112	\$21,084	\$76,744	\$6,395	\$57,558	\$0	\$19,186	74.99%
030-30-580-9-9108	REIMBURSEMENT-CONTR POLICE :	\$0	\$0	\$128,246	\$0	\$0	\$0	\$128,246	0.00%
030-30-580-9-9109	REIMBURSEMENT-CONTR CODE EI	\$0	\$0	\$25,276	\$0	\$0	\$0	\$25,276	0.00%
030-30-580-9-9132	TRANSFER TO UTILITY FUND-POTA	\$89,565	\$0	\$93,148	\$0	\$0	\$0	\$93,148	0.00%
030-30-580-9-9134	TRANSFER TO BETTER PLACE - ST	\$867,831	\$0	\$671,482	\$0	\$0	\$0	\$671,482	0.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
TOTAL		\$985,508	\$21,084	\$994,896	\$6,395	\$57,558	\$0	\$937,338	6.00%
DEPARTMENT TOTAL		\$1,485,770	\$131,312	\$1,518,754	\$43,484	\$197,108	\$1,800	\$1,319,846	13.00%
SOUTH HISTORIC									
030-31-580-1-1100	EXEC SALARIES TIFSouth	\$0	\$0	\$12,100	\$1,026	\$5,957	\$0	\$6,143	49.23%
030-31-580-1-2100	FICA TAX EXP TIFSouth	\$0	\$0	\$926	\$67	\$409	\$0	\$517	44.13%
030-31-580-1-2200	RETIREMENT EXP TIFSouth	\$0	\$0	\$3,715	\$315	\$1,829	\$0	\$1,886	49.22%
030-31-580-1-2300	HEALTH AND LIFE INSUR TIFSouth	\$0	\$0	\$2,558	\$305	\$1,218	\$0	\$1,340	47.61%
030-31-580-3-3100	PROFESSIONAL SERVICES	\$17,016	\$0	\$7,700	\$0	\$0	\$0	\$7,700	0.00%
030-31-580-3-3200	AUDIT EXPENSE	\$3,355	\$1,844	\$3,355	\$2,972	\$2,972	\$0	\$383	88.58%
030-31-580-3-5280	MISC EXPENSES	\$867	\$0	\$650	\$0	\$0	\$0	\$650	0.00%
030-31-580-3-5400	FRA ANNUAL DUES, TRAINING	\$3,500	\$184	\$1,500	\$0	\$198	\$0	\$1,302	13.20%
030-31-580-3-5402	DEO ANNUAL DUES	\$110	\$30	\$110	\$0	\$36	\$0	\$74	32.72%
030-31-580-6-6120	LAND PURCHASE	\$30,000	\$27,193	\$0	\$0	\$0	\$0	\$0	0.00%
030-31-580-6-6329	BUILDING IMPROVEMENT GRANT	\$65,000	\$0	\$160,734	\$0	\$0	\$0	\$160,734	0.00%
030-31-580-6-6333	SIGNAGE	\$3,000	\$0	\$1,000	\$0	\$0	\$0	\$1,000	0.00%
030-31-580-6-6337	SITE AMENITIES	\$3,000	\$0	\$1,000	\$0	\$0	\$0	\$1,000	0.00%
030-31-580-6-6341	LANDSCAPING	\$4,000	\$0	\$3,000	\$0	\$0	\$0	\$3,000	0.00%
030-31-580-6-6343	CAPITAL OUTLAY	\$60,733	\$0	\$61,615	\$0	\$0	\$0	\$61,615	0.00%
030-31-580-6-6344	324 RIVER ST REPAIRS TILGHMAN	\$121,193	\$0	\$155,378	\$0	\$0	\$0	\$155,378	0.00%
TOTAL		\$311,774	\$29,251	\$415,341	\$4,684	\$12,619	\$0	\$402,722	3.00%
TRANSFERS									
030-31-580-9-9102	TRANSFER TO UTILITY- SOUTH PO	\$27,000	\$0	\$28,080	\$0	\$0	\$0	\$28,080	0.00%
030-31-580-9-9105	REIMB GENERAL	\$8,501	\$6,376	\$26,167	\$2,181	\$19,625	\$0	\$6,542	74.99%
030-31-580-9-9108	REIMBURSEMENT-CONTR POLICE :	\$0	\$0	\$40,306	\$0	\$0	\$0	\$40,306	0.00%
030-31-580-9-9109	REIMBURSEMENT-CONTR CODE EI	\$0	\$0	\$7,944	\$0	\$0	\$0	\$7,944	0.00%
TOTAL		\$35,501	\$6,376	\$102,497	\$2,181	\$19,625	\$0	\$82,872	19.00%
DEPARTMENT TOTAL		\$347,275	\$35,627	\$517,838	\$6,864	\$32,244	\$0	\$485,594	6.00%
NORTH HISTORIC									
030-32-580-1-1100	EXEC SALARIES TIFNorth	\$0	\$0	\$4,400	\$373	\$2,107	\$0	\$2,293	47.88%
030-32-580-1-2100	FICA TAX EXP TIFNorth	\$0	\$0	\$337	\$24	\$144	\$0	\$193	42.75%
030-32-580-1-2200	RETIREMENT EXP TIFNorth	\$0	\$0	\$1,351	\$115	\$647	\$0	\$704	47.87%
030-32-580-1-2300	HEALTH LIFE INSURA TIFNorth	\$0	\$0	\$930	\$111	\$443	\$0	\$487	47.63%
030-32-580-3-3100	PROFESSIONAL SERVICES	\$8,815	\$0	\$2,600	\$0	\$0	\$0	\$2,600	0.00%
030-32-580-3-3200	AUDIT EXPENSE	\$1,220	\$670	\$1,220	\$1,081	\$1,081	\$0	\$139	88.58%
030-32-580-3-5280	MISC EXPENSES	\$983	\$0	\$250	\$0	\$0	\$0	\$250	0.00%
030-32-580-3-5400	FRA ANNUAL DUES, TRAINING	\$1,984	\$27	\$500	\$0	\$61	\$0	\$439	12.18%
030-32-580-3-5402	DEO ANNUAL DUES	\$16	\$16	\$16	\$0	\$16	\$0	\$0	100.00%
030-32-580-6-6319	BUILDING IMPROVEMENT GRANT	\$50,000	\$78	\$83,661	\$0	\$0	\$0	\$83,661	0.00%
030-32-580-6-6322	GENERAL CAPITAL IMPROVEMENT	\$50,000	\$30,117	\$31,734	\$0	\$0	\$0	\$31,734	0.00%
TOTAL		\$113,018	\$30,908	\$126,999	\$1,703	\$4,499	\$0	\$122,500	4.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
TRANSFERS									
030-32-580-9-9105	REIMB GENERAL-ADMIN EXP	\$5,981	\$4,486	\$7,693	\$641	\$5,770	\$0	\$1,923	74.99%
030-32-580-9-9108	REIMBURSEMENT-CONTR POLICE :	\$0	\$0	\$14,657	\$0	\$0	\$0	\$14,657	0.00%
030-32-580-9-9109	REIMBURSEMENT-CONTR CODE EI	\$0	\$0	\$2,889	\$0	\$0	\$0	\$2,889	0.00%
	TOTAL	\$5,981	\$4,486	\$25,239	\$641	\$5,770	\$0	\$19,469	23.00%
DEPARTMENT TOTAL									
		\$118,999	\$35,394	\$152,238	\$2,344	\$10,268	\$0	\$141,970	7.00%
TOTAL EXPENDITURES									
		\$1,952,044	\$202,332	\$2,188,830	\$52,692	\$239,620	\$1,800	\$1,947,410	11.00%
CONTINGENCIES & RESERVES									
030-30-580-9-9901	CONTINGENCY/RESERVE-DOWNTC	\$40,257	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
030-31-580-9-9901	CONTINGENCY/RESERVE - SOUTH	\$91,193	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
030-32-580-9-9901	CONTINGENCY/RESERVE - NORTH	\$7,148	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	TOTAL	\$138,598	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
TIF	TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	\$2,090,642	\$202,332	\$2,188,830	\$52,692	\$239,620	\$1,800	\$1,947,410	11.00%

BETTER PLACE PLAN

BETTER PLACE PLAN REVENUES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6

LOCAL OPTION, USE & FUEL TAXES									
101-00-312-6-0000	DISCRETIONARY SALES SURTAX	\$1,329,788	\$985,343	\$1,315,996	\$87,221	\$1,072,451	\$243,545	81.49%	
	TOTAL	\$1,329,788	\$985,343	\$1,315,996	\$87,221	\$1,072,451	\$243,545	81.00%	
STATE/FEDERAL GRANTS & PILOTS									
101-00-331-2-6508	USDA RBDG SIDEWALK IMPRVMT	\$150,000	\$150,000	\$100,000	\$0	\$0	\$100,000	0.00%	
101-00-331-2-5509	USDA PATROL CARS APPROPRIAT	\$0	\$0	\$250,000	\$0	\$0	\$250,000	0.00%	
101-00-331-3-9006	CDBG MIT IRMA IR042	\$543,585	\$102,770	\$994,048	\$0	\$28,977	\$965,071	2.91%	
101-00-331-3-9007	HMGP Kay Larkin FD	\$113,887	\$0	\$287,655	\$0	\$0	\$287,655	0.00%	
101-00-331-3-9008	Fed RAISE	\$300,000	\$130	\$1,500,000	\$0	\$0	\$1,500,000	0.00%	
101-00-331-4-1000	Fed DOT SS4A	\$480,000	\$0	\$480,000	\$0	\$0	\$480,000	0.00%	
101-00-331-7-7003	LWCF BOOKER PARK PROJECT GR	\$0	\$92,755	\$0	\$0	\$0	\$0	0.00%	
101-00-331-7-7004	CDBG CARES COVID SIDEWALKS	\$2,402,347	\$43,201	\$2,000,000	\$0	\$32,929	\$1,967,071	1.64%	
101-00-334-2-3000	PRICE MARTIN RETROFIT SHELTER	\$584,685	\$124,283	\$1,050,000	\$0	\$19,226	\$1,030,774	1.83%	
101-00-334-6-1000	AFFORDABLE HOUSING APPROPRI	\$1,000,000	\$0	\$950,000	\$154,978	\$199,955	\$750,045	21.04%	
101-00-334-7-7009	DOS AACH JENKINS GRANT	\$329,270	\$0	\$517,500	\$114,433	\$253,360	\$264,140	48.95%	
101-00-334-7-7010	DHR BRONSON HOUSE	\$0	\$0	\$367,900	\$735	\$2,253	\$365,647	0.61%	
101-00-334-9-1100	FDOT Downtown Streetscapes Pha	\$329,270	\$0	\$1,200,000	\$0	\$20,108	\$1,179,892	1.67%	
101-00-337-7-0002	SHAW BUCK PARK IMPROVEMENT	\$0	\$0	\$50,000	\$1,740	\$20,257	\$29,743	40.51%	
101-00-337-7-0003	PALM BOWL PARK IMPROVEMENT	\$0	\$0	\$50,000	\$1,690	\$34,812	\$15,188	69.62%	

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
TOTAL		\$6,233,044	\$513,139	\$9,797,103	\$273,576	\$611,878	\$9,185,225	6.00%	
DISPOSITION OF FIXED ASSETS									
TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	0.00%	
TRANSFERS IN									
101-00-381-0-1004	TRANSFER FROM TAX INCREMENT	\$867,831	\$0	\$825,004	\$0	\$0	\$825,004	0.00%	
101-00-381-0-1200	TRANSFER FROM GENERAL	\$307,470	\$0	\$186,202	\$0	\$46,550	\$139,652	24.99%	
TOTAL		\$1,175,301	\$0	\$1,011,206	\$0	\$46,551	\$964,655	5.00%	
DEBT PROCEEDS									
101-00-384-0-1000	LOAN/LEASE PROCEEDS	\$1,251,000	\$1,251,000	\$1,398,941	\$0	\$0	\$1,398,941	0.00%	
TOTAL		\$1,251,000	\$1,251,000	\$1,398,941	\$0	\$0	\$1,398,941	0.00%	
TOTAL OPERATING & OTHER REV		\$9,989,133	\$2,749,482	\$13,523,246	\$360,796	\$1,730,879	\$11,792,367	13.00%	
CASH BALANCE FORWARD									
101-00-301-0-1007	BETTER PLACE BALANCE FORWAR	\$1,142,179	\$0	\$1,735,542	\$0	\$0	\$1,735,542	0.00%	
TOTAL		\$1,142,179	\$0	\$1,735,542	\$0	\$0	\$1,735,542	0.00%	
TOTAL REV, TRF & CASH BALANCE		\$11,131,312	\$2,749,482	\$15,258,788	\$360,796	\$1,730,879	\$13,527,909	11.00%	
BETTER PLACE PLAN EXPENDITURES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6									
BETTER PLACE PLAN									
OPERATING EXPENSES									
101-18-519-3-3100	PROFESSIONAL SERVICES	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
101-18-519-3-3103	GRANT APPLICATION FEES	\$40,000	\$5,000	\$0	\$0	\$0	\$0	\$0	0.00%
101-18-519-3-5000	FINES & FEES	\$0	\$0	\$0	\$0	\$77	\$0	-\$77	0.00%
TOTAL		\$60,000	\$5,000	\$0	\$0	\$77	\$0	-\$77	0.00%
CAPITAL OUTLAY									
101-18-519-6-6310	SIDEWALKS	\$39,000	\$0	\$5,768	\$0	\$0	\$0	\$5,768	0.00%
101-18-519-6-6330	PUBLIC WORKS BUILDING	\$1,251,000	\$580,108	\$1,398,941	\$147,026	\$154,206	\$166,973	\$1,077,762	11.02%
101-18-519-6-6400	STORMWATER	\$151,476	\$0	\$150,000	\$0	\$0	\$17,530	\$132,470	0.00%
101-18-519-6-6455	RESURFACING & STRIPING	\$785,604	\$0	\$1,823,394	\$57,303	\$847,418	\$75,976	\$900,000	46.47%
101-18-519-6-6457	HANK BRYAN PARK RESTROOM	\$105,000	\$0	\$135,270	\$0	\$135,270	\$0	\$0	100.00%
101-18-519-6-6459	PRICE MARTIN IMPROVEMENTS	\$25,000	\$0	\$25,000	\$0	\$0	\$0	\$25,000	0.00%
101-18-519-6-6467	CITY SHARE DOWNTOWN STREET	\$500,000	\$134,111	\$486,323	\$9,280	\$17,105	\$169,650	\$299,568	3.51%
101-18-519-6-6472	HMGP Kay Larkin FD CITY MATCH	\$12,570	\$0	\$31,962	\$0	\$0	\$0	\$31,962	0.00%
101-18-519-6-6473	DOS AACH JENKINS CITY MATCH	\$499,626	\$10,327	\$482,000	\$35,550	\$346,950	\$4,635	\$130,415	71.98%
101-18-519-6-6475	City Match Fed DOT SS4A	\$55,916	\$101	\$241,000	\$0	\$0	\$124,696	\$116,304	0.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
101-18-519-6-6476	City Match CDBG MIT IRMA IR042	\$30,000	\$0	\$30,000	\$0	\$0	\$0	\$30,000	0.00%
101-18-519-6-6477	CITY MATCH BRONSON HOUSE	\$0	\$0	\$137,634	\$0	\$747	\$136,887	\$0	0.54%
101-18-519-6-6478	FPL REID STREET MEDIAN 1 BRIDGE	\$0	\$0	\$570,277	\$0	\$0	\$0	\$570,277	0.00%
	TOTAL	\$3,455,192	\$724,648	\$5,517,569	\$249,159	\$1,501,697	\$696,345	\$3,319,527	27.00%
	DEBT SERVICE								
101-18-517-7-7108	PRINCIPAL-PUMPER FIRE TRUCKS	\$69,724	\$69,724	\$79,833	\$0	\$72,080	\$0	\$7,753	90.28%
101-18-517-7-7208	INTEREST-PUMPER FIRE TRUCKS	\$13,622	\$13,622	\$14,167	\$0	\$8,557	\$0	\$5,610	60.39%
	TOTAL	\$83,346	\$83,346	\$94,000	\$0	\$80,637	\$0	\$13,363	86.00%
	GRANT MATCHES								
101-18-519-8-6210	PRICE MARTIN RETROFIT SHELTER	\$584,685	\$124,283	\$1,026,315	\$0	\$19,226	\$104,947	\$902,142	1.87%
101-18-519-8-6327	CDBG MIT IRMA IR042	\$543,585	\$102,770	\$994,048	\$0	\$28,977	\$89,202	\$875,868	2.91%
101-18-519-8-6364	DOS AACH JENKINS GRANT	\$329,270	\$75,776	\$468,866	\$114,433	\$325,810	\$135,653	\$7,403	69.48%
101-18-519-8-8909	CDBG CARES COVID SIDEWALKS	\$2,402,347	\$43,201	\$2,000,000	\$0	\$32,929	\$257,048	\$1,710,023	1.64%
101-18-519-8-8934	HMGP Kay Larkin FD	\$113,887	\$0	\$287,655	\$0	\$0	\$0	\$287,655	0.00%
101-18-519-8-8935	USDA RBDG SIDEWALK IMPRVMT	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0	0.00%
101-18-519-8-8937	DOT SAFE STREETS 4 ALL	\$480,000	\$0	\$480,000	\$0	\$0	\$480,000	\$0	0.00%
101-18-519-8-8938	Fed RAISE GRANT	\$300,000	\$130	\$1,500,000	\$0	\$0	\$103,212	\$1,396,788	0.00%
101-18-519-8-8940	DEO Affordable Housing state	\$1,000,000	\$0	\$950,000	\$154,978	\$199,955	\$679,505	\$70,540	21.04%
101-18-519-8-8941	FDOT Downtown Streetscapes Pha	\$1,500,000	\$0	\$1,056,313	\$0	\$20,108	\$4,020	\$1,032,185	1.90%
101-18-519-8-8942	USDA PATROL CARS APPROPRIATE	\$0	\$0	\$250,000	\$0	\$0	\$0	\$250,000	0.00%
101-18-519-8-8943	DHR BRONSON HOUSE	\$0	\$0	\$367,900	\$735	\$2,253	\$302,213	\$63,434	0.61%
101-18-519-8-8944	SHAW BUCK PARK IMPROVEMENTS	\$0	\$0	\$50,000	\$1,740	\$20,257	\$5,250	\$24,493	40.51%
101-18-519-8-8945	PALM BOWL PARK IMPROVEMENTS	\$0	\$0	\$50,000	\$1,690	\$34,812	\$1,820	\$13,368	69.62%
	TOTAL	\$7,403,774	\$496,160	\$9,481,097	\$273,576	\$684,328	\$2,162,870	\$6,633,899	7.00%
	TRANSFERS								
101-18-519-9-9100	TRANSFER TO GENERAL FUND	\$129,000	\$3,358	\$166,122	\$0	\$33,540	\$0	\$132,582	20.19%
	TOTAL	\$129,000	\$3,358	\$166,122	\$0	\$33,540	\$0	\$132,582	20.00%
	DEPARTMENT TOTAL	\$11,131,312	\$1,312,512	\$15,258,788	\$522,735	\$2,300,279	\$2,859,215	\$10,099,294	15.00%
	TOTAL EXPENDITURES	\$11,131,312	\$1,312,512	\$15,258,788	\$522,735	\$2,300,279	\$2,859,215	\$10,099,294	15.00%
	RESERVES								
	DEPARTMENT TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	BETTER PLACE PLAN TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	\$11,131,312	\$1,312,512	\$15,258,788	\$522,735	\$2,300,279	\$2,859,215	\$10,099,294	15.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
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AMERICAN RESCUE PLAN ACT

AMERICAN RESCUE PLAN ACT / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6

LOCAL OPTION, USE & FUEL TAXES

TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0 0.00%
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300-00-331-5-1000	STATE/FEDERAL GRANTS & PILOTS ARPA REVENUE	\$1,972,392	\$375,949	\$1,546,460	\$0	\$285,435	\$1,261,025 18.45%
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TOTAL	\$1,972,392	\$375,949	\$1,546,460	\$0	\$285,435	\$1,261,025 18.00%
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DISPOSITION OF FIXED ASSETS

TOTAL	\$0	\$0	\$0	\$0	\$0	\$0 0.00%
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300-00-381-0-1000	TRANSFERS IN TRANSFER FROM GENERAL FUND	\$0 -4,881.30		\$0	\$0	\$0	\$0 0.00%
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TOTAL	\$0 -4,881.30		\$0	\$0	\$0	\$0 0.00%
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DEBT PROCEEDS

TOTAL	\$0	\$0	\$0	\$0	\$0	\$0 0.00%
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TOTAL OPERATING & OTHER REV	\$1,972,392	\$371,067	\$1,546,460	\$0	\$285,435	\$1,261,025 18.00%
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CASH BALANCE FORWARD

TOTAL	\$0	\$0	\$0	\$0	\$0	\$0 0.00%
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TOTAL REV, TRF & CASH BALANCE	\$1,972,392	\$371,067	\$1,546,460	\$0	\$285,435	\$1,261,025 18.00%
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AMERICAN RESCUE PLAN ACT

CAPITAL OUTLAY

300-61-559-8-1200	OTHER PUBLIC HEALTH SERVICES	\$50,000	\$0	\$10,000	\$0	\$0	\$10,000	\$0 0.00%
300-62-559-8-2200	HOUSEHOLD ASSISTANCE UTILITY	\$194,822	\$184,308	\$0	\$0	\$0	\$0	\$0 0.00%
300-62-559-8-2300	UTILITY AID ADMIN EXP - AZCARA	\$21,800	\$19,978	\$0	\$0	\$0	\$0	\$0 0.00%
300-62-559-8-2301	UTILITY AID AZCARATE SUPPLIES	\$1,428	\$800	\$0	\$0	\$0	\$0	\$0 0.00%
300-62-559-8-2900	SMALL BUSINESS ECONOMIC IMPA	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0 0.00%
300-63-559-8-3110	HOUSING SUPPORT SERVICES FOI	\$50,000	\$0	\$80,000	\$0	\$55,000	\$25,000	\$0 68.75%
300-63-559-8-3120	HOUSING SUPPORT OTHER HOUSI	\$490,243	\$128	\$490,115	\$0	\$0	\$490,115	\$0 0.00%
300-63-559-8-3130	Housing Support - Homelessness	\$0	\$0	\$99,770	\$0	\$0	\$0	\$99,770 0.00%
300-63-559-8-3300	EDUCATION ASSIST ACADEMIC SR	\$16,000	\$0	\$0	\$0	\$0	\$0	\$0 0.00%
300-63-559-8-3400	EDUCATION ASSIST SOCIAL EMOT	\$100,000	\$0	\$70,000	\$0	\$0	\$70,000	\$0 0.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
300-63-559-8-3500	EDUCATION ASSISTANCE OTHER	\$24,000	\$0	\$24,000	\$0	\$0	\$24,000	\$0	0.00%
300-65-559-8-5100	DW TREATMENT GAC Filters	\$278,181	\$20,679	\$256,967	\$0	\$76,530	\$180,437	\$0	29.78%
300-65-559-8-5110	DW TRANSMISS/DISTRIBUT Palm to	\$14,562	\$0	-\$1	\$0	\$0	\$0	-\$1	0.00%
300-65-559-8-5130	GIS CDBG N32 Palatka Heights	\$21,585	\$17,987	\$3,597	\$0	\$3,597	\$0	\$0	100.00%
300-65-559-8-5140	LEAD AND COPPER RULE	\$0	\$0	\$100,230	\$0	\$100,230	\$0	\$0	100.00%
300-66-559-8-6100	PROVISION OF GOVT SERVICES	\$25,000	\$0	\$25,000	\$0	\$0	\$0	\$25,000	0.00%
300-66-559-8-6101	RADIOS 800 MHZ - ARPA	\$109,770	\$68,013	\$5,310	\$0	\$5,311	\$0	\$0	100.00%
300-66-559-8-6102	VACANT PROPERTY PURCHASES/A	\$225,000	\$0	\$216,009	\$0	\$22,880	\$187,029	\$6,100	10.59%
300-66-559-8-6103	ROAD MAINTENANCE	\$250,000	\$64,058	\$165,463	\$0	\$21,888	\$143,576	\$0	13.22%
TOTAL		\$1,972,391	\$375,948	\$1,546,461	\$0	\$285,435	\$1,130,157	\$130,869	18.00%
GRANT MATCHES									
DEPARTMENT TOTAL		\$1,972,391	\$375,948	\$1,546,461	\$0	\$285,435	\$1,130,157	\$130,869	18.00%
TOTAL EXPENDITURES		\$1,972,391	\$375,948	\$1,546,461	\$0	\$285,435	\$1,130,157	\$130,869	18.00%
RESERVES									
300-83-581-9-9900	RESERVE/CONTINGENCY	\$0	\$0	\$0	-\$25	\$0	\$0	\$0	0.00%
DEPARTMENT TOTAL		\$0	\$0	\$0	-\$25	\$0	\$0	\$0	0.00%
AMERICAN RESCUE FUND TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES		\$1,972,391	\$375,948	\$1,546,461	-\$25	\$285,435	\$1,130,157	\$130,869	18.00%

CITY OF PALATKA BUDGET VS ACTUAL REVENUES AND EXPENSES YTD FOR THE EIGHT MONTHS ENDED MAY 31, 2025

Nine Months YTD 06/30/2025 Total Citywide Budget and Actual			Airport Fund			
Revenues		Budget	Actuals	Budget		Actuals
Total Citywide	\$	78,194,747	\$	29,947,693		
Expenditures		Budget	Actuals			
Total Citywide	\$	(78,194,747)	\$	(28,971,201)		
Net Results		Budget	Actuals			
Total Citywide	\$	-	\$	976,492		
General Fund Revenues						
Sources	Budget	Actuals				
Property Taxes	\$4,575,379	\$3,959,136				
Local Option Taxes	\$549,032	\$410,721				
Utility Service Taxes	\$1,457,362	\$1,035,818				
Communication Service Tax	\$386,723	\$301,668				
Licenses/Permits	\$116,946	\$91,054				
Franchise/Impact Fees	\$1,196,000	\$973,431				
Special Assessments	\$2,048,871	\$2,073,436				
State/Federal Grants	\$1,022,000	\$479,383				
State Shared Revenues	\$1,148,258	\$804,776				
Impact Fees	\$744,860	\$88,725				
Charges for Service	\$240,480	\$107,175				
Fines and Forfeits	\$158,052	\$187,469				
Miscellaneous Revenues	\$640,921	\$881,219				
Transfers In	\$852,698	\$548,472				
Contributions/Reimbursements	\$2,202,521	\$1,487,402				
Debt Proceeds	\$1,000,000	\$0				
Fund Balance/Reserves - PY	\$5,576,765	\$0				
Total Revenues	\$23,916,868	\$13,429,884				
	\$0					
			ARPA Fund			
		Budget	Actuals			
REVENUES		\$1,546,460	\$285,435			
Revenues						
Total Revenues		\$1,546,460	\$285,435			
EXPENSES						
Operating Expenses		\$283,770	\$55,000			
Capital Outlay		\$1,262,691	\$230,435			
Fund Balance/Reserves - PY						
Total Expenses		\$1,546,460	\$285,435			
Net Results		\$-	\$-			

CITY OF PALATKA BUDGET VS ACTUAL REVENUES AND EXPENSES YTD FOR THE EIGHT MONTHS ENDED MAY 31, 2025

General Fund Expenditures		
Departments	Budget	Actuals
City Commission	\$535,688	\$312,509
City Manager	\$646,226	\$157,935
City Clerk's Office	\$277,069	\$155,848
General Fund Expenditures Continued		
Finance Department	\$597,955	\$442,727
Human Resources	\$290,910	\$182,592
Facilities Maintenance	\$554,829	\$376,360
Information Technology	\$369,235	\$224,411
General Administration - City Hall	\$239,297	\$126,077
Legal Counsel	\$252,492	\$183,575
Other Government Services	\$1,025,072	\$921,054
Building & Zoning	\$516,974	\$328,807
Police Department	\$5,710,419	\$4,285,452
Code Enforcement	\$353,272	\$197,138
Fire Department	\$3,986,501	\$2,869,752
Streets	\$2,587,002	\$1,062,168
Cemetery	\$135,327	\$61,949
Cultural Services	\$265,788	\$100,825
Recreation	\$516,849	\$229,979
Parks	\$1,154,059	\$199,526
Price Martin Center	\$34,744	\$19,118
Water Taxis	\$78,575	\$80,518
Jenkins Gymnasium	\$104,381	\$52,747
Transfers	\$509,189	\$288,791
Contingencies	\$0	\$0
Fund Balance/Reserves - PY	\$3,175,008	\$0
Total Expenditures	\$23,916,861	\$12,859,858
General Fund Net	\$7	\$570,026

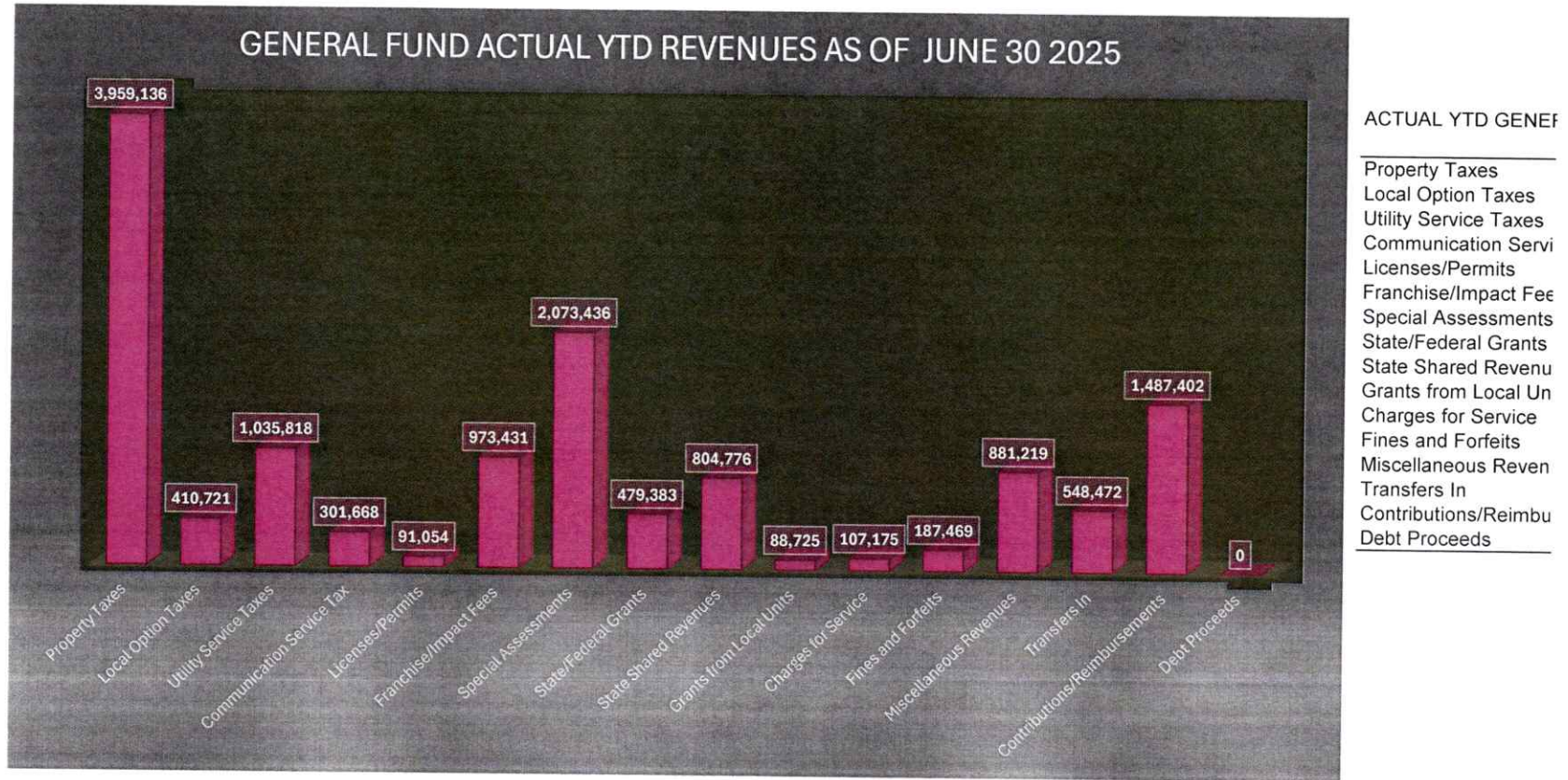
Golf Course Fund		
	Budget	Actuals
REVENUES		
Restaurant Lease	\$56,035	\$40,410
Reimbursements	\$1,950	\$44
Profit Sharing Agreement	\$49,920	\$0
Other Revenues	\$28,025	\$16,685
Transfers In	\$38,647	\$28,985
Fund Balance/Reserves - PY		
Total Revenues	\$174,577	\$86,124
	0.493331939	
EXPENSES		
Maintenance Expenditures	\$28,600	\$12,112
Maintenance Capital Exp	\$0	\$0
Club House Operating Exp	\$120,787	\$102,799
Club House Capital	\$25,000	\$21,532
Transfers	\$191	\$143
Debt Service		
Fund Balance/Reserves - PY		
Total Expenditures	\$ 174,577	\$ 136,586
Net Results	\$ -	\$ (50,462)

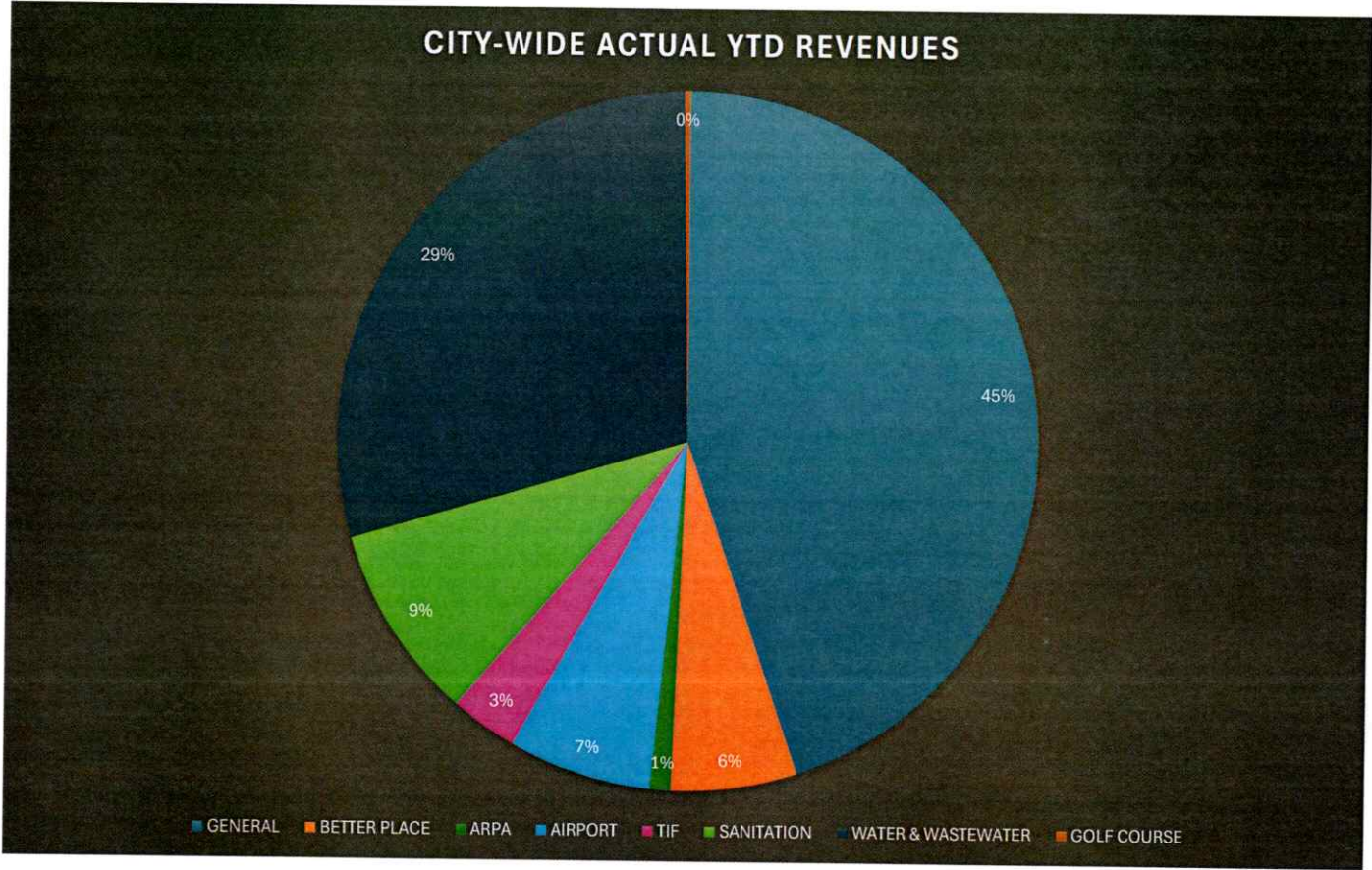
CITY OF PALATKA BUDGET VS ACTUAL REVENUES AND EXPENSES YTD FOR THE EIGHT MONTHS ENDED MAY 31, 2025

Better Place Plan Fund			Sanitation Fund		
	Budget	Actuals		Budget	Actuals
REVENUES			REVENUES		
Discretionary Infrastructure Surtax	\$1,315,996	\$1,072,451	Charges for Services	\$3,519,391	\$2,637,204
State/Federal Grants	\$9,797,103	\$611,878	Contributions	\$111,229	\$83,422
Transfers In	\$1,011,206	\$46,551	Other Revenue	\$15,944	\$513
Loan Proceeds	\$1,398,941	\$0	Debt Service	\$0	\$0
Fund Balance/Reserves - PY	\$1,735,542	\$0	Fund Balance/Reserves - PY	\$360,357	\$0
Total Revenues	\$ 15,258,788	\$ 1,730,879	Total Revenues	\$ 4,006,921	\$ 2,721,139
EXPENSES			EXPENSES		
Operating Expenses	\$0	\$77	Garage Maintenance	\$271,290	\$220,636
Capital Outlay	\$5,517,569	\$1,501,697	Sanitation Department	\$2,371,656	\$1,531,229
Debt Service	\$94,000	\$80,637	Capital Outlay	\$100,000	\$162,617
Grant Matches	\$9,481,097	\$684,328	Debt Service	\$318,960	\$197,588
Transfers Out	\$166,122	\$33,540	Transfers Out	\$372,584	\$279,438
Fund Balance/Reserves - PY	\$0	\$0	Fund Balance/Reserves - PY	\$572,432	\$0
Total Expenses	\$ 15,258,788	\$ 2,300,279	Total Expenditures	\$ 4,006,921	\$ 2,391,508
Net Results	\$ -	\$ (569,400)	Net Results	\$ -	\$ 329,631

CITY OF PALATKA BUDGET VS ACTUAL REVENUES AND EXPENSES YTD FOR THE EIGHT MONTHS ENDED MAY 31, 2025

Utility Fund			Tax Increment Fund		
	Budget	Actuals		Budget	Actuals
REVENUES			REVENUES		
Federal & State Grants	\$8,354,470	\$2,148,001	Property Tax	\$964,820	\$931,104
Water & Waste/Sewer Charges	\$9,120,081	\$6,574,143	Other Revenues	\$0	
Other Revenues	\$2,013,962	\$51,399			
Transfers	\$121,228	\$0	Fund Balance/Reserves - PY	\$1,224,008	\$0
Fund Balance/Reserves - PY	\$6,422,614	\$0	Total Revenues	\$ 2,188,828	\$ 931,104
Total Revenues	\$26,032,355	\$8,773,543	EXPENSES		
EXPENSES			Downtown Historic	\$523,858	\$139,550
Water Plant	\$3,293,129	\$912,820	South Historic	\$415,341	\$12,619
Sewer/Wastewater Plant	\$6,467,066	\$2,437,010	North Historic	\$126,999	\$4,499
Water & Sewer Distribution	\$9,090,728	\$2,694,028	Transfers	\$792,710	\$0
Utility Administration	\$797,159	\$595,787	Reimbursements	\$329,922	\$82,953
Debt	\$1,460,396	\$666,407			
Transfers	\$3,200,878	\$1,711,770			
Fund Balance/Reserves - PY	\$1,723,000	\$0	Fund Balance/Reserves - PY		
Total Expenditures	\$ 26,032,355	\$ 9,017,822	Total Expenses	\$2,188,830	\$239,620
Net Results	\$ -	\$ (244,279)	Net Results	\$ (2)	\$ 691,484





ACTUAL YTD CITY V

\$13,429,884
\$1,730,879
\$285,435
\$1,989,585
\$931,104
\$2,721,139
\$8,773,543
\$86,124
\$29,947,693



ACTUAL YTD CITY V

\$12,859,858
\$2,300,279
\$285,435
\$1,740,093
\$9,017,822
\$136,586
\$2,391,508
\$239,620
\$28,971,201

REVENUE RESERVES' BUDGET BALANCE

FUND DESCRIPTION	FUND NUMBER	FUND BUDGET BALANCE	RESERVE BUDGET BALANCE	PERCENTAGE
General Fund	001	\$23,916,861	\$5,576,765	23.3%
Airport Fund	005	\$5,069,950	\$207,155	4.1%
TIF Fund	030	\$2,188,828	\$1,224,008	55.9%
Utilities	041	\$26,032,355	\$6,422,614	24.7%
Sanitation	043	\$4,006,921	\$360,357	9.0%
Golf Course	042	\$174,577	\$0	0.0%
Better Place	101	\$15,258,788	\$1,735,542	11.4%
ARPA	300	\$1,546,460	\$0	0.0%
TOTAL RESERVES - CITYWIDE		\$78,194,742	\$15,526,441	20%

Best Practices for General Fund Reserves

The Government Finance Officers Association (GFOA) recently updated its best practice on unreserved general fund balances to recommend that general purpose governments maintain at a minimum an unrestricted general fund balance of no less than 2 months of regular general fund operating revenues or regular general fund operating expenditures. This amounts to 16.7% of either general fund operating revenues or regular general fund operating expenditures. The GFOA cautions that some governments may require much larger reserves based on their particular financial situation. Conversely, a lower level of reserves may be appropriate for governments such as states, cities and counties because they are better able to predict and plan

CONCLUSION - Palatka's reserved general fund balance is budgeted at 23.3%, which exceeds best practice guidance by 6.6%. The enterprise funds does not have a requirement, but is still budgeted.

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
GENERAL FUND									
GENERAL FUND REVENUES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6									
311 PROPERTY TAXES									
001-00-311-0-0100	CURRENT AD VALOREM TAXES	\$4,233,748	\$3,788,775	\$4,562,899	\$202,259	\$3,944,180		\$618,719	86.44%
001-00-311-0-0200	DELINQUENT AD VALOREM TAXES	\$12,000	\$14,280	\$12,480	\$0	\$14,955		-\$2,475	119.83%
	TOTAL	\$4,245,748	\$3,803,055	\$4,575,379	\$202,259	\$3,959,136		\$616,243	87.00%
LOCAL OPTION, USE & FUEL TAXES									
001-00-312-4-1000	LOCAL OPTION GAS TAX	\$353,679	\$243,933	\$325,945	\$27,269	\$216,295		\$109,650	66.35%
001-00-312-4-2000	2010 LOCAL GAS TAX	\$234,248	\$166,941	\$223,087	\$19,230	\$194,426		\$28,661	87.15%
	TOTAL	\$587,927	\$410,874	\$549,032	\$46,499	\$410,721		\$138,311	75.00%
UTILITY SERVICES TAXES									
001-00-314-1-0000	UTILITY TAX ELECTRIC	\$892,500	\$762,527	\$1,055,536	\$89,508	\$778,996		\$276,540	73.80%
001-00-314-3-0000	UTILITY TAX WATER	\$231,000	\$229,037	\$291,384	\$27,218	\$181,949		\$109,435	62.44%
001-00-314-4-0000	UTILITY TAX GAS	\$100,000	\$87,568	\$109,442	\$7,706	\$70,651		\$38,791	64.55%
001-00-314-7-0000	UTILITY TAX FUEL OIL	\$0	\$122	\$0	\$0	\$0		\$0	0.00%
001-00-314-8-0000	UTILITY TAX PROPANE	\$2,000	\$2,186	\$1,000	\$485	\$4,222		-\$3,222	422.18%
	TOTAL	\$1,225,500	\$1,081,440	\$1,457,362	\$124,917	\$1,035,818		\$421,544	71.00%
COMMUNICATION SERVICE TAXES									
001-00-315-0-1000	TELE COMMUNICATION SERVICE T	\$338,915	\$283,366	\$386,723	\$32,765	\$301,668		\$85,055	78.00%
	TOTAL	\$338,915	\$283,366	\$386,723	\$32,765	\$301,668		\$85,055	78.00%
LICENSES/PERMITS									
001-00-316-0-1000	OCCUPATIONAL BUSINESS TAX	\$45,110	\$20,265	\$46,914	\$1,570	\$45,156		\$1,758	96.25%
001-00-322-0-2000	BUILDING PERMITS	\$20,000	\$1,000	\$20,800	\$0	\$0		\$20,800	0.00%
001-00-322-0-2100	BUILDING & ZONING REVENUES	\$47,338	\$44,877	\$49,232	\$5,120	\$45,898		\$3,335	93.22%
001-00-322-0-2200	ZONING SWPPP FEES COLLECTED	\$0	\$4,950	\$0	\$0	\$0		\$0	0.00%
	TOTAL	\$112,448	\$71,091	\$116,946	\$6,690	\$91,054		\$25,892	78.00%
FRANCHISE FEES									
001-00-323-1-0000	FRANCHISE FEES ELECTRIC	\$900,000	\$799,379	\$936,000	\$46,927	\$797,636		\$138,364	85.21%
001-00-323-4-1000	FRANCHISE FEE - GAS AUTHORITY	\$250,000	\$151,986	\$260,000	\$32,387	\$175,794		\$84,206	67.61%
IMPACT FEES									
001-00-324-1-1010	IMPACT FEES-POLICE	\$0	\$15,538	\$88,819	\$0	\$10,003		\$78,816	11.26%
001-00-324-1-2010	IMPACT FEES-FIRE	\$0	\$26,746	\$151,861	\$0	\$18,463		\$133,398	12.15%
001-00-324-3-1010	IMPACT FEES-TRANSPORTATION	\$0	\$191,085	\$185,049	\$0	\$22,551		\$162,498	12.18%
001-00-324-6-1010	IMPACT FEES-PARKS & RECREAT	\$0	\$47,838	\$319,131	\$0	\$37,707		\$281,424	11.81%
	TOTAL	\$1,150,000	\$1,232,572	\$1,940,860	\$79,314	\$1,062,155		\$878,705	55.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
SPECIAL ASSESSMENTS									
001-00-325-2-1000	FIRE ASSESSMENT FEES	\$1,840,168	\$1,895,652	\$2,048,871	\$143,725	\$2,073,436		-\$24,565	101.19%
	TOTAL	\$1,840,168	\$1,895,652	\$2,048,871	\$143,725	\$2,073,436		-\$24,565	101.00%
OTHER PERMITS & FEES									
	TOTAL	\$0	\$0	\$0	\$0	\$0		\$0	0.00%
STATE/FEDERAL GRANTS & PILOTS									
001-00-331-2-2500	BULLET PROOF VEST GRT-POLICE	\$0	\$0	\$8,774	\$0	\$0		\$8,774	0.00%
001-00-331-2-3601	COPS GRANT 2014-2015	\$0	\$0	\$194,624	\$0	\$29,398		\$165,226	15.10%
001-00-331-2-5503	FDLE POLICE VEHICLES	\$0	\$0	\$250,000	\$250,000	\$250,000		\$0	100.00%
001-00-331-2-5900	VOCA GRANT V13045	\$35,000	\$11,886	\$36,266	\$5,098	\$26,992		\$9,274	74.42%
001-00-331-2-6314	FIRE GRANT EMPLOYEES	\$0	\$32,882	\$0	\$0	\$0		\$0	0.00%
001-00-331-2-6319	2023 JAG C 8C107 Laptop Comput	\$20,749	\$0	\$21,000	\$0	\$20,597		\$403	98.08%
001-00-331-2-6320	Rural Violent Crime Reduction	\$0	\$32,100	\$0	\$0	\$0		\$0	0.00%
001-00-331-2-6321	2023 JAGC	\$0	\$0	\$10,000	\$0	\$0		\$10,000	0.00%
001-00-331-2-6322	Fed DEM HMGP 4486-106-R wind r	\$0	\$0	\$287,655	\$0	\$0		\$287,655	0.00%
001-00-331-2-6323	2024 JAG D 6N045 Street Crimes	\$0	\$0	\$28,681	\$0	\$0		\$28,681	0.00%
001-00-331-5-1003	FEMA FED Hurricane Ian	\$0	\$127,983	\$0	\$0	\$0		\$0	0.00%
001-00-333-0-1000	PAYMENTS IN LIEU OF TAX (PHA)	\$0	\$855	\$0	\$0	\$28,153		-\$28,153	0.00%
001-00-334-2-0102	SAFE GRANT	\$74,000	\$6,094	\$70,000	\$8,505	\$109,242		-\$39,242	156.05%
001-00-334-5-1003	FEMA STATE Hurricane Ian	\$0	\$3,807	\$0	\$0	\$0		\$0	0.00%
001-00-334-5-5002	DEO COMMUNITY PLANNING TECH	\$0	\$0	\$75,000	\$0	\$0		\$75,000	0.00%
001-00-334-5-5003	DEO STRATEGIC REVITALIZATION (	\$0	\$0	\$40,000	\$0	\$15,000		\$25,000	37.50%
	TOTAL	\$129,749	\$215,607	\$1,022,000	\$263,603	\$479,383		\$542,617	47.00%
STATE SHARED REVENUES									
001-00-335-1-2000	STATE REVENUE SHARING	\$498,303	\$367,129	\$484,680	\$35,627	\$326,527		\$158,153	67.36%
001-00-335-1-4000	MOBILE HOME LICENSE TAX	\$5,000	\$4,134	\$5,200	\$55	\$3,738		\$1,462	71.88%
001-00-335-1-5000	ALCOHOLIC BEVERAGE TAX	\$14,000	\$12,175	\$14,560	\$0	\$18,900		-\$4,340	129.80%
001-00-335-1-6000	SALES TAX 1/2 cent REVENUE (95	\$656,574	\$425,076	\$629,258	\$53,319	\$441,787		\$187,471	70.20%
001-00-335-2-1000	FIREFIGHTERS SUPPLEMENTAL CC	\$4,000	\$3,780	\$4,160	\$1,310	\$2,570		\$1,590	61.77%
001-00-335-4-9000	FUEL TAX REBATE QTRLY	\$10,000	\$0	\$10,400	\$0	\$11,254		-\$854	108.21%
	TOTAL	\$1,187,877	\$812,294	\$1,148,258	\$90,311	\$804,776		\$343,482	70.00%
GRANTS/LOCAL UNITS									
	TOTAL	\$0	\$0	\$0	\$0	\$0		\$0	0.00%
SHARED REV OTHER LOCAL UNITS									
	TOTAL	\$0	\$0	\$0	\$0	\$0		\$0	0.00%
CHARGES FOR SERVICES									
001-00-341-0-3001	CODE ENFORCEMENT-ADMIN FEES	\$2,000	\$15,836	\$20,000	-\$400	-\$440		\$20,440	-2.20%
001-00-341-0-3002	CODE ENFORCEMENT-VACANT PR	\$2,500	\$400	\$2,600	\$400	\$4,000	-1,400.00		153.84%
001-00-341-0-9001	CODE ENFORCEMENT-MISC FEES	\$12,000	\$13,106	\$12,480	\$2,275	\$13,195		-\$715	105.72%
001-00-341-9-2000	ZONING CONVENIENCE FEE	\$1,000	\$744	\$1,040	\$78	\$1,782		-\$742	171.34%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-00-342-1-1002	POLICE DEPT-ADMIN TOW FEES	\$11,000	\$7,366	\$11,440	\$900	\$6,670		\$4,770	58.30%
001-00-342-1-1003	POLICE DEPT-INVESTIGATIVE COS	\$12,000	\$7,882	\$12,480	\$903	\$8,900		\$3,580	71.31%
001-00-342-1-1004	POLICE DEPT-RECORDS REQUEST	\$4,000	\$3,239	\$4,160	\$457	\$4,104		\$56	98.64%
001-00-342-1-1005	POLICE DEPT-ADMIN FEES	\$3,000	\$650	\$3,120	\$0	\$0		\$3,120	0.00%
001-00-342-1-1006	POLICE DEPT-OFFENDER PAYMEN	\$1,500	\$1,875	\$1,560	\$250	\$1,510		\$50	96.79%
001-00-342-1-1007	MARSHALLS PD-OT REIMBURSEME	\$20,000	\$36,256	\$20,800	\$278	\$16,228		\$4,572	78.01%
001-00-342-1-1009	POLICE DEPT-MISCELLANEOUS	\$0	\$8	\$0	\$0	\$0		\$0	0.00%
001-00-342-2-1000	FIRE SERVICES	\$60,000	\$63,720	\$62,400	\$0	\$2,295		\$60,105	3.67%
001-00-342-5-1000	FIRE INSPECTION FEES	\$40,000	\$24,306	\$41,600	\$250	\$9,738		\$31,862	23.40%
001-00-343-8-1000	CEMETERY SERVICES	\$12,500	\$15,028	\$13,000	\$2,570	\$19,305	-6,305.00		148.50%
001-00-347-2-1001	SPECIAL EVENT FEES	\$1,500	\$1,530	\$1,560	\$415	\$1,365		\$195	87.50%
001-00-347-2-2500	SPONSORSHIP-RECREATION	\$5,400	\$3,000	\$5,616	\$0	\$10,434	-4,818.22		185.79%
001-00-347-2-3000	BOOKER/LEFTY TURNER FIELD	\$600	\$107,193	\$624	\$150	\$150		\$474	24.03%
001-00-347-3-1000	BRONSON HOUSE	\$500	\$0	\$520	\$0	\$0		\$520	0.00%
001-00-347-3-1001	ST JOHNS RIVER CENTER-RENTAL	\$10,000	\$1,257	\$10,400	\$0	\$0		\$10,400	0.00%
001-00-347-4-1004	Parks Dept OT reimbursement	\$9,500	\$6,968	\$9,880	\$0	\$3,600		\$6,280	36.43%
001-00-347-4-1005	Cultural OT reimbursement	\$2,000	\$0	\$2,080	\$0	\$0		\$2,080	0.00%
001-00-347-5-1000	PRICE MARTIN CENTER	\$3,000	\$4,739	\$3,120	\$240	\$4,340	-1,220.00		139.10%
	TOTAL	\$214,000	\$315,101	\$240,480	\$8,766	\$107,175		\$133,305	45.00%
	FINES/FORFEITS								
001-00-351-1-1000	COURT FINES	\$30,000	\$28,442	\$31,200	\$4,629	\$28,089		\$3,111	90.02%
001-00-351-3-1000	POLICE EDUCATION	\$2,000	\$2,174	\$2,080	\$386	\$2,472		-\$392	118.86%
001-00-354-0-1000	CODE ENFORCEMENT-LIEN FINES	\$60,000	\$61,010	\$63,440	\$37,012	\$67,573	-4,133.08		106.51%
001-00-354-0-1001	CODE ENFORCEMENT - LEGAL LIEI	\$20,000	\$13,776	\$20,000	\$12,337	\$16,996		\$3,004	84.97%
001-00-359-0-0500	EVIDENCE FUND	\$0	\$0	\$24,172	\$0	\$31,529	-7,356.52		130.43%
001-00-359-0-1100	FALSE ALARM FINES	\$16,500	\$14,317	\$17,160	\$2,828	\$8,337		\$8,823	48.58%
001-00-359-0-2000	SPECIAL POLICE TRUST REV	\$0	\$0	\$0	\$0	\$30,773	-30,773.10		0.00%
001-00-359-0-3000	ABATEMENT FINES	\$0	\$0	\$0	\$0	\$1,700	-1,700.00		0.00%
	TOTAL	\$128,500	\$119,720	\$158,052	\$57,193	\$187,469	-29,417.20		119.00%
	MISCELLANEOUS REVENUES								
001-00-361-1-1000	INTEREST EARNINGS	\$175,000	\$436,099	\$182,000	\$45,915	\$451,773	-269,773.40		248.22%
001-00-361-1-1001	INTEREST-MONEY MARKET	\$1,000	\$10,159	\$1,040	\$2,994	\$22,014	-20,973.63		2116.69%
001-00-361-1-1002	INTEREST FROM GAS AUTHORITY	\$0	\$9,789	\$0	\$856	\$20,860	-20,860.49		0.00%
001-00-362-0-1000	MISC RENTS	\$42,000	\$3,675	\$43,680	\$350	\$5,150		\$38,530	11.79%
001-00-362-0-2000	LAND RENT/LEASE	\$0	\$3,000	\$0	\$0	\$4,000	-4,000.00		0.00%
001-00-362-0-3000	AMTRAK RENT	\$2,000	\$1,360	\$2,080	\$0	\$1,530		\$550	73.55%
001-00-362-0-5000	RENTAL OF RIVERFRONT PARK OP	\$0	\$0	\$0	\$500	\$4,000	-4,000.00		0.00%
001-00-362-0-5001	PBM PROFIT SHARE- DOCK RENTA	\$0	\$0	\$0	\$19	\$181		-\$181	0.00%
001-00-362-0-5002	PBM PROFIT SHARE- SHIP STORE	\$0	\$0	\$0	\$1,279	\$3,467	-3,466.68		0.00%
001-00-362-0-5003	PBM PROFIT SHARE- CONCESSION	\$0	\$0	\$0	\$0	\$32		-\$32	0.00%
001-00-362-0-5004	PBM PROFIT SHARE- PBM OWNED	\$0	\$0	\$0	\$12	\$20		-\$20	0.00%
001-00-364-0-1000	CEMETERY LOTS	\$55,000	\$32,900	\$57,200	\$6,500	\$39,500		\$17,700	69.05%
001-00-364-0-1010	CEMETERY LOTS RESTRICTED	\$11,000	\$15,891	\$11,440	\$3,250	\$20,500	-9,060.00		179.19%
001-00-364-0-4900	SURPLUS EQUIPMENT-GENERAL	\$22,400	\$17,400	\$23,296	\$0	\$0		\$23,296	0.00%
001-00-364-0-4902	SURPLUS HAMMOCK HALL 429 KIRI	\$7,532	\$0	\$7,833	\$0	\$0		\$7,833	0.00%
001-00-366-0-1100	CONTRIBUTION - RECREATION	\$2,000	\$1,500	\$2,080	\$0	\$3,900	-1,820.00		187.50%
001-00-366-0-1150	Libra Philanthropies Foundatio	\$15,000	\$0	\$4,250	\$0	\$0		\$4,250	0.00%
001-00-366-0-1300	RECREATION - REGISTRATION	\$2,000	\$2,990	\$2,080	\$250	\$4,470	-2,390.00		214.90%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-00-366-0-1400	RECREATION FIELD RENTALS	\$600	\$0	\$624	\$0	\$0		\$624	0.00%
001-00-366-0-1500	RECREATION & PAL EVENT	\$0	\$2,528	\$0	\$0	\$0		\$0	0.00%
001-00-366-0-1700	WELLNESS GRANT - FL BLUE	\$5,000	\$5,802	\$10,000	\$0	\$0		\$10,000	0.00%
001-00-366-0-2510	FIRE DECONTAMINATION GRANT	\$15,512	\$15,512	\$13,012	\$0	\$0		\$13,012	0.00%
001-00-366-0-2515	FL BAR INTERN GRANT	\$3,000	\$3,000	\$0	\$0	\$0		\$0	0.00%
001-00-366-0-3501	CONTRIBUTION-ST JOHNS RIVER C	\$0	\$700	\$0	\$0	\$0		\$0	0.00%
001-00-366-0-6000	CONTRIBUTION - ANTIQUE FIRE TR	\$0	\$224	\$0	\$0	\$0		\$0	0.00%
001-00-366-0-7601	CONTRIBUTIONS - SP EVENT JONE	\$1,925	\$1,950	\$2,002	\$0	\$0		\$2,002	0.00%
001-00-366-0-8000	CONTRIBUTION - FIREWORKS	\$5,000	\$8,800	\$5,200	\$0	\$0		\$5,200	0.00%
001-00-366-0-8001	CONTRIBUTION - MAYOR'S RECEIPT	\$7,000	\$600	\$7,280	\$0	\$0		\$7,280	0.00%
001-00-366-0-8002	CONTRIBUTION - SPECIAL EVENTS	\$500	\$1,500	\$520	\$0	\$0		\$520	0.00%
001-00-366-0-8500	CONTRIBUTION - FIRE PUBLIC EDU	\$500	\$3,000	\$520	\$0	\$3,010		-2,490.00	578.84%
001-00-369-3-1000	REFUNDS & REIMBURSEMENTS	\$5,000	\$130	\$5,200	\$0	\$296		\$4,904	5.69%
001-00-369-3-2000	FEMA REIMBURSEMENT	\$273,000	\$18,276	\$50,000	\$0	\$0		\$50,000	0.00%
001-00-369-3-3500	OPIOD SETTLEMENT TRUST FUND	\$0	\$0	\$0	\$0	\$13,838		-13,838.09	0.00%
001-00-369-9-0500	MISC REVENUE	\$35,000	\$64,146	\$36,400	\$18	\$53,821		-17,420.68	147.85%
001-00-369-9-1000	FDOT ISLAND RIGHT OF WAY MAIN	\$51,855	\$51,655	\$53,721	\$0	\$12,914		\$40,807	24.03%
001-00-369-9-1001	E-PAYABLES REVENUE SHARE	\$1,500	\$1,612	\$1,560	\$148	\$1,833		-\$273	117.49%
001-00-369-9-2000	INSURANCE CLAIMS - GENERAL	\$0	\$201,119	\$0	\$0	\$214,109		-214,109.46	0.00%
001-00-369-9-3000	FDOT LIGHTING MAINTENANCE	\$40,059	\$132,724	\$41,661	\$0	\$0		\$41,661	0.00%
001-00-369-9-3001	FDOT TRAFFIC SIGNAL MAINTENAN	\$74,082	\$70,393	\$76,242	\$0	\$0		\$76,242	0.00%
	TOTAL	\$854,265	\$1,118,232	\$640,921	\$62,091	\$881,219		-240,297.50	137.00%
	TRANSFERS IN								
001-00-381-0-1400	TRANSFER FROM UTILITY FUND-FF	\$506,217	\$379,663	\$526,466	\$43,872	\$394,850		\$131,616	75.00%
001-00-381-0-1500	TRANSFER FROM SANITATION FUN	\$156,718	\$117,538	\$160,110	\$13,343	\$120,083		\$40,028	75.00%
001-00-381-0-1900	TRANSFER FROM BETTER PLACE	\$129,000	\$3,358	\$166,122	\$0	\$33,540		\$132,582	20.19%
	TOTAL	\$791,935	\$500,559	\$852,698	\$57,215	\$548,472		\$304,226	64.00%
	REIMBURSEMENTS								
001-00-382-0-1000	CONTRIB FROM UTILITIES	\$1,240,186	\$930,139	\$1,482,666	\$123,556	\$1,112,000		\$370,667	75.00%
001-00-382-0-2000	CONTRIB FROM GOLF	\$215	\$161	\$191	\$16	\$143		\$48	75.01%
001-00-382-0-3000	CONTRIB FROM SANITATION	\$179,976	\$134,982	\$212,474	\$17,706	\$159,356		\$53,118	75.00%
001-00-382-0-5001	ADMIN EXP REIMB-AIRPORT GRAN	\$164,918	\$123,689	\$177,268	\$14,772	\$132,951		\$44,317	74.99%
001-00-382-0-6000	CONTRIB FROM TAX INCREMENT	\$42,594	\$31,946	\$110,604	\$9,217	\$82,953		\$27,651	75.00%
001-00-382-0-6001	REIMBURSEMENT FROM TAX INCR	\$0	\$0	\$219,318	\$0	\$0		\$219,318	0.00%
001-00-382-0-7000	CONTRIB FROM PENSION FUNDS	\$53,625	\$27,000	\$0	\$0	\$0		\$0	0.00%
	TOTAL	\$1,681,514	\$1,247,917	\$2,202,521	\$165,267	\$1,487,402		\$715,119	68.00%
	DEBT PROCEEDS								
001-00-384-0-1000	LOAN PROCEEDS	\$185,723	\$185,723	\$1,000,000	\$0	\$0		\$1,000,000	0.00%
001-00-384-0-1001	LOAN PROCEEDS PD VEHICLES	\$463,355	\$463,355	\$0	\$0	\$0		\$0	0.00%
	TOTAL	\$649,078	\$649,078	\$1,000,000	\$0	\$0		\$1,000,000	0.00%
	TOTAL OPERATING & OTHER REV	\$15,137,624	\$13,756,559	\$18,340,103	\$1,340,615	\$13,429,884		\$4,910,219	73.00%

0%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
CASH BALANCE FORWARD									
001-00-301-0-1000	OPERATING CASH BALANCE FORWA	\$4,480,772	\$0	\$4,480,772	\$0	\$0		\$4,480,772	0.00%
001-00-301-0-1001	EVIDENCE FUND BALANCE FORWA	\$7,282	\$0	\$7,282	\$0	\$0		\$7,282	0.00%
001-00-301-0-1002	LOT DEMOLITION/CLEANUP BALAN	\$22,075	\$0	\$22,075	\$0	\$0		\$22,075	0.00%
001-00-301-0-1006	INSURANCE CONTINGENCY BALAN	\$624,444	\$0	\$624,444	\$0	\$0		\$624,444	0.00%
001-00-301-0-1009	SPECIAL CEMETERY BALANCE FOF	\$118,889	\$0	\$118,889	\$0	\$0		\$118,889	0.00%
001-00-301-0-1010	SPECIAL POLICE BALANCE FORWA	\$61,271	\$0	\$61,271	\$0	\$0		\$61,271	0.00%
001-00-301-0-1012	HAND GUN CLASSES BALANCE FOI	\$7,637	\$0	\$7,637	\$0	\$0		\$7,637	0.00%
001-00-301-0-1013	FIRE PUBLIC EDUCATION BALANCI	\$24,937	\$0	\$24,937	\$0	\$0		\$24,937	0.00%
001-00-301-0-1019	RED LIGHT CAMERA BALANCE FOF	\$49,988	\$0	\$49,988	\$0	\$0		\$49,988	0.00%
001-00-301-0-1021	LANDSCAPING CODE FEE BALANCI	\$61,663	\$0	\$61,663	\$0	\$0		\$61,663	0.00%
001-00-301-0-1022	I&E EVIDENCE BALANCE FORWARD	\$7,523	\$0	\$7,523	\$0	\$0		\$7,523	0.00%
001-00-301-0-1023	PARKS BANK -DONATIONS	\$284	\$0	\$284	\$0	\$0		\$284	0.00%
001-00-301-0-1024	FIRE CAPITAL REPLACEMENT BAL/	\$88,000	\$0	\$110,000	\$0	\$0		\$110,000	0.00%
	TOTAL	\$5,554,765	\$0	\$5,576,765	\$0	\$0	\$0	\$5,576,765	0.00%
GENERAL FUND	TOTAL REV, TRANFERS & CASH B/	\$20,692,389	\$13,756,559	\$23,916,868	\$1,340,615	\$13,429,884	\$0	\$10,486,984	56.00%

GENERAL FUND EXPENDITURES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6 CITY COMMISSION

PERSONNEL SERVICES									
001-01-511-1-1110	COMMISSIONERS SALARIES	\$111,300	\$85,143	\$120,161	\$8,888	\$85,143	\$0	\$35,018	70.85%
001-01-511-1-1200	LEGISLATIVE ASST SALARIES	\$16,600	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
001-01-511-1-1210	COMMISS ACCRUED PAYROLL	\$0	\$-1,825.02	\$0	\$0	\$0	\$0	\$0	0.00%
001-01-511-1-2100	FICA TAX EXPENSE	\$10,702	\$6,361	\$9,192	\$666	\$6,381	\$0	\$2,811	69.41%
001-01-511-1-2200	RETIREMENT EXPENSE	\$43,089	\$26,221	\$36,889	\$2,793	\$26,158	\$1,500	\$9,230	70.91%
001-01-511-1-2300	HEALTH AND LIFE INSURANCE	\$34,449	\$5,376	\$17,376	\$621	\$5,916	\$0	\$11,460	34.04%
	TOTAL	\$216,140	\$121,276	\$183,618	\$12,968	\$123,598	\$1,500	\$58,520	67.00%
OPERATING EXPENSES									
001-01-511-3-3100	PROFESSIONAL SERVICES	\$72,350	\$51,030	\$88,646	\$5,000	\$69,119	\$18,500	\$1,026	77.97%
001-01-511-3-4022	SCHOOLING/CONF-MAYOR	\$14,502	\$908	\$10,000	\$0	\$687	\$1,157	\$8,156	6.87%
001-01-511-3-4023	SCHOOLING/CONF-Commissioner W	\$17,100	\$2,166	\$10,000	\$0	\$2,935	\$1,726	\$5,340	29.34%
001-01-511-3-4024	SCHOOLING/CONF-COMM CAMPBE	\$14,493	\$2,253	\$10,000	\$0	\$4,472	\$307	\$5,222	44.71%
001-01-511-3-4025	SCHOOLING/CONF-COMM DAVIS	\$16,422	\$1,294	\$10,000	\$0	\$3,583	\$1,103	\$5,314	35.82%
001-01-511-3-4026	SCHOOLING/CONF-COMM BOROM	\$16,976	\$4,347	\$10,000	\$0	\$2,810	\$134	\$7,057	28.09%
001-01-511-3-4100	COMMUNICATIONS SERVICES	\$6,000	\$7,134	\$6,240	\$273	\$4,448	\$0	\$1,792	71.28%
001-01-511-3-4800	ADVERTISING	\$11,575	\$5,505	\$14,000	\$718	\$8,756	\$1,244	\$4,000	62.54%
001-01-511-3-4901	SPECIAL EVENTS & PROJECTS - M	\$5,902	\$3,300	\$12,602	\$0	\$2,600	\$0	\$10,002	20.63%
001-01-511-3-4903	SPECIAL EVENTS & PROJECTS - Cc	\$12,425	\$6,460	\$15,965	\$0	\$5,192	\$132	\$10,641	32.52%
001-01-511-3-4904	SPECIAL EVENTS & PROJECTS - Cc	\$5,200	\$300	\$8,700	\$0	\$3,000	\$1,850	\$3,850	34.48%
001-01-511-3-4905	SPECIAL EVENTS & PROJECTS - Cc	\$8,822	\$6,694	\$10,000	\$1,600	\$6,438	\$188	\$3,374	64.38%
001-01-511-3-4906	SPECIAL EVENTS & PROJECTS - Cc	\$8,465	\$3,968	\$13,997	\$0	\$6,266	\$0	\$7,731	44.76%
001-01-511-3-4907	MAYOR'S RECEPTION	\$15,000	\$5,257	\$10,000	\$0	\$1,059	\$96	\$8,845	10.59%
001-01-511-3-4910	NEFLC	\$3,675	\$200	\$5,000	\$0	\$205	\$315	\$4,480	4.10%
001-01-511-3-4930	CITIZENS TRANSPORTATION	\$0	\$0	\$25,000	\$8,334	\$16,667	\$8,333	\$0	66.66%
001-01-511-3-5100	OFFICE SUPPLIES	\$500	\$294	\$520	\$0	\$268	\$225	\$28	51.46%
001-01-511-3-5260	UNIFORMS	\$500	\$112	\$520	\$0	\$269	\$50	\$201	51.75%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-01-511-3-5280	OPERATING SUPPLIES	\$3,089	\$1,919	\$3,213	\$224	\$1,736	\$97	\$1,380	54.02%
001-01-511-3-5283	SBDC	\$12,000	\$6,000	\$8,099	\$0	\$0	\$0	\$8,099	0.00%
001-01-511-3-5284	AWARDS/RECONGNITION	\$3,440	\$308	\$5,000	\$0	\$451	\$189	\$4,360	9.02%
001-01-511-3-5286	YOUTH AMBASSADOR PROGRAM	\$500	\$163	\$520	\$0	\$147	\$0	\$373	28.26%
001-01-511-3-5400	MEMBR,SUBSCRIPT,DUES	\$4,700	\$2,994	\$5,000	\$0	\$3,055	\$756	\$1,189	61.10%
	TOTAL	\$253,636	\$112,604	\$283,021	\$16,149	\$144,163	\$36,400	\$102,458	51.00%
001-01-511-6-6400	CAPITAL OUTLAY								
	CAPITAL OUTLAY	\$62,000	\$0	\$35,980	\$22,146	\$38,286	\$0	\$17,694	106.40%
	TOTAL	\$62,000	\$0	\$35,980	\$22,146	\$38,286	\$0	\$17,694	106.00%
001-01-512-1-1200	COMMISSIONER INTERNS								
	REGULAR SALARIES	\$34,000	\$7,475	\$31,160	\$5,907	\$6,003	\$0	\$25,157	19.26%
001-01-512-1-2100	FICA TAX EXPENSE	\$1,836	\$572	\$1,909	\$452	\$459	\$0	\$1,450	24.05%
	TOTAL	\$35,836	\$8,047	\$33,069	\$6,359	\$6,462	\$0	\$26,607	20.00%
	DEPARTMENT TOTAL	\$567,612	\$241,928	\$535,688	\$57,622	\$312,509	\$37,900	\$205,279	58.00%
	CITY MANAGER'S OFFICE								
001-20-512-1-1100	PERSONNEL SERVICES								
	EXECUTIVE SALARIES	\$259,866	\$148,593	\$304,203	\$55,822	\$68,860	\$0	\$235,343	22.63%
001-20-512-1-1200	REGULAR SALARIES	\$95,659	\$47,653	\$70,980	\$1,916	\$39,113	\$0	\$31,867	55.10%
001-20-512-1-1210	ACCRUED SALARIES	\$0	\$-2,339.18	\$0	\$0	\$0	\$0	\$0	0.00%
001-20-512-1-2100	FICA TAX EXPENSE	\$27,198	\$14,823	\$28,701	\$4,342	\$8,185	\$0	\$20,516	28.51%
001-20-512-1-2200	RETIREMENT EXPENSE	\$109,502	\$60,224	\$115,181	\$17,726	\$29,738	\$0	\$85,443	25.81%
001-20-512-1-2300	HEALTH AND LIFE INSURANCE	\$51,846	\$19,844	\$56,728	\$2,447	\$2,468	\$0	\$54,260	4.34%
	TOTAL	\$544,071	\$288,798	\$575,793	\$82,252	\$148,363	\$0	\$427,430	26.00%
001-20-512-3-3100	OPERATING EXPENSES								
	PROFESSIONAL SERVICES	\$12,000	\$0	\$15,000	\$0	\$140	\$0	\$14,860	0.93%
001-20-512-3-3120	PRE-EMPLOYMENT EXPENSE	\$95	\$95	\$99	\$0	\$84	\$0	\$15	85.11%
001-20-512-3-4021	SCHOOLING/CONF-CITY MANAGER	\$13,500	\$4,204	\$18,000	\$0	\$3,069	\$1,093	\$13,838	17.05%
001-20-512-3-4100	COMMUNICATIONS SERVICES	\$1,656	\$981	\$2,296	\$112	\$1,140	\$0	\$1,156	49.66%
001-20-512-3-4200	POSTAGE AND FREIGHT	\$800	\$62	\$832	\$0	\$3	\$0	\$829	0.41%
001-20-512-3-4400	RENTALS AND LEASES	\$467	\$249	\$486	\$29	\$427	\$0	\$59	87.77%
001-20-512-3-4630	VEHICLE MAINTENANCE	\$1,000	\$200	\$1,040	\$25	\$223	\$245	\$572	21.47%
001-20-512-3-4700	PRINTING AND BINDING	\$200	\$0	\$600	\$0	\$0	\$0	\$600	0.00%
001-20-512-3-5000	FINES & FEES	\$0	\$165	\$0	\$0	\$253	\$0	-\$253	0.00%
001-20-512-3-5100	OFFICE SUPPLIES	\$1,000	\$308	\$1,200	\$201	\$311	\$0	\$889	25.89%
001-20-512-3-5210	GAS AND LUBRICANTS	\$2,000	\$982	\$2,080	\$0	\$26	\$0	\$2,054	1.27%
001-20-512-3-5260	UNIFORMS	\$480	\$87	\$600	\$0	\$0	\$0	\$600	0.00%
001-20-512-3-5280	OPERATING SUPPLIES	\$2,405	\$1,400	\$3,000	\$66	\$3,685	\$340	-\$1,025.36	122.84%
001-20-512-3-5400	MEMBR,SUBSCRIPT,DUES	\$4,560	\$3,123	\$5,200	\$0	\$210	\$0	\$4,990	4.03%
	TOTAL	\$40,163	\$11,856	\$50,433	\$432	\$9,572	\$1,677	\$39,183	19.00%
	CAPITAL OUTLAY								

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-20-512-6-6400	CAPITAL OUTLAY	\$0	\$0	\$20,000	\$0	\$0	\$0	\$20,000	0.00%
	TOTAL	\$0	\$0	\$20,000	\$0	\$0	\$0	\$20,000	0.00%
	DEPARTMENT TOTAL	\$584,234	\$300,653	\$646,226	\$82,685	\$157,935	\$1,677	\$486,613	24.00%
	CITY CLERK'S OFFICE								
	PERSONNEL SERVICES								
001-21-512-1-1100	EXECUTIVE SALARIES	\$59,765	\$42,536	\$64,155	\$5,208	\$53,790	\$0	\$10,365	83.84%
001-21-512-1-1200	REGULAR SALARIES	\$32,533	\$13,968	\$81,674	\$4,121	\$32,915	\$0	\$48,759	40.30%
001-21-512-1-1210	ACCRUED SALARIES	\$0	-1,005.55	\$0	\$0	\$0	\$0	\$0	0.00%
001-21-512-1-1400	OVERTIME	\$0	\$39	\$0	\$0	\$1,226	\$0	-1,226.40	0.00%
001-21-512-1-2100	FICA TAX EXPENSE	\$7,081	\$4,037	\$11,156	\$709	\$6,609	\$0	\$4,547	59.24%
001-21-512-1-2200	RETIREMENT EXPENSE	\$28,428	\$17,372	\$44,770	\$2,864	\$23,847	\$0	\$20,923	53.26%
001-21-512-1-2300	HEALTH AND LIFE INSURANCE	\$12,599	\$9,612	\$13,785	\$615	\$4,599	\$0	\$9,186	33.36%
	TOTAL	\$140,386	\$86,559	\$215,540	\$13,517	\$122,987	\$0	\$92,553	57.00%
	OPERATING EXPENSES								
001-21-512-3-3100	PROFESSIONAL SERVICES	\$7,857	\$5,224	\$19,471	\$0	\$13,174	\$0	\$6,297	67.65%
001-21-512-3-3120	PRE-EMPLOYMENT EXPENSE	\$150	\$150	\$376	\$0	\$299	\$0	\$77	79.53%
001-21-512-3-3400	CONTRACTUAL SERVICES	\$14,743	\$14,743	\$10,533	\$0	\$9,542	\$0	\$991	90.58%
001-21-512-3-3499	FEES-RECORDING/FILING	\$0	\$0	\$0	\$31	\$68	\$0	-\$68	0.00%
001-21-512-3-4027	SCHOOLING/CONF-CITY CLERK	\$5,000	\$1,962	\$9,975	\$0	\$3,015	\$0	\$6,960	30.22%
001-21-512-3-4100	COMMUNICATIONS SERVICES	\$500	\$364	\$520	\$75	\$429	\$0	\$91	82.55%
001-21-512-3-4200	POSTAGE AND FREIGHT	\$200	\$91	\$208	\$0	\$42	\$0	\$166	20.02%
001-21-512-3-4400	RENTALS AND LEASES	\$3,471	\$2,078	\$3,610	\$231	\$2,127	\$644	\$839	58.91%
001-21-512-3-4700	PRINTING AND BINDING	\$600	\$385	\$104	\$14	\$179	\$0	-\$75	172.43%
001-21-512-3-4810	LEGAL ADVERTISING	\$6,355	\$2,035	\$6,609	\$565	\$2,348	\$2,652	\$1,609	35.52%
001-21-512-3-5000	FINES & FEES	\$250	\$0	\$260	\$21	\$142	\$0	\$118	54.48%
001-21-512-3-5100	OFFICE SUPPLIES	\$500	\$365	\$520	\$0	\$464	\$0	\$56	89.30%
001-21-512-3-5260	UNIFORMS	\$200	\$80	\$208	\$0	\$91	\$0	\$117	43.70%
001-21-512-3-5280	OPERATING SUPPLIES	\$2,495	\$882	\$7,115	\$210	\$346	\$310	\$6,459	4.86%
001-21-512-3-5400	MEMBR,SUBSCRIPT,DUES	\$500	\$0	\$2,020	\$0	\$596	\$0	\$1,425	29.48%
	TOTAL	\$42,821	\$28,357	\$61,529	\$1,146	\$32,861	\$3,606	\$25,062	53.00%
	CAPITAL OUTLAY								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	DEPARTMENT TOTAL	\$183,207	\$114,916	\$277,069	\$14,663	\$155,848	\$3,606	\$117,615	56.00%
	FINANCE								
	PERSONNEL SERVICES								
001-22-513-1-1100	EXECUTIVE SALARIES	\$122,062	\$87,542	\$128,037	-41,413.04	\$87,375	\$0	\$40,662	68.24%
001-22-513-1-1200	REGULAR SALARIES	\$247,679	\$172,315	\$250,615	\$18,774	\$183,526	\$0	\$67,089	73.23%
001-22-513-1-1210	ACCRUED SALARIES	\$0	-5,834.87	\$0	\$0	\$0	\$0	\$0	0.00%
001-22-513-1-1400	OVERTIME	\$6,300	\$1,603	\$6,552	\$0	\$8,502	\$0	-1,949.98	129.76%
001-22-513-1-2100	FICA TAX EXPENSE	\$28,767	\$19,349	\$10,296	-1,750.62	\$20,755	\$0	-10,459.10	201.58%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-22-513-1-2200	RETIREMENT EXPENSE	\$111,150	\$80,311	\$118,258	-6,950.33	\$83,741	\$0	\$34,517	70.81%
001-22-513-1-2300	HEALTH AND LIFE INSURANCE	\$55,938	\$21,043	\$41,224	\$779	\$26,973	\$0	\$14,251	65.43%
	TOTAL	\$571,896	\$376,329	\$554,982	-30,561.43	\$410,872	\$0	\$144,110	74.00%
	OPERATING EXPENSES								
001-22-513-3-3100	PROFESSIONAL SERVICES	\$4,930	\$3,833	\$2,600	\$0	\$298	\$0	\$2,302	11.45%
001-22-513-3-3120	PRE-EMPLOYMENT EXPENSE	\$270	\$100	\$156	\$0	\$449	\$95	-\$388	287.55%
001-22-513-3-3200	ACCOUNTING AND AUDITING	\$24,617	\$14,843	\$24,617	\$7,301	\$17,934	\$6,471	\$212	72.85%
001-22-513-3-4020	SCHOOLING, CONFERENCE, ETC	\$5,000	\$3,654	\$7,280	\$0	\$3,173	\$0	\$4,107	43.58%
001-22-513-3-4100	COMMUNICATIONS SERVICES	\$600	\$404	\$624	\$37	\$335	\$0	\$289	53.68%
001-22-513-3-4200	POSTAGE AND FREIGHT	\$2,050	\$1,572	\$780	\$0	\$1,302	\$0	-\$522	166.94%
001-22-513-3-4400	RENTALS AND LEASES	\$800	\$578	\$1,132	\$92	\$827	\$276	\$30	73.03%
001-22-513-3-4700	PRINTING AND BINDING	\$1,100	\$693	\$1,144	\$350	\$1,714	\$0	-\$570	149.81%
001-22-513-3-5000	FINES & FEES	\$0	\$134	\$0	\$98	\$3,906	\$0	-3,906.42	0.00%
001-22-513-3-5100	OFFICE SUPPLIES	\$1,630	\$658	\$1,820	\$0	\$734	\$0	\$1,086	40.32%
001-22-513-3-5260	UNIFORMS	\$500	\$0	\$520	\$0	\$0	\$233	\$287	0.00%
001-22-513-3-5280	OPERATING SUPPLIES	\$3,000	\$781	\$1,780	\$63	\$1,083	\$0	\$697	60.86%
001-22-513-3-5400	MEMBR,SUBSCRIPT,DUES	\$500	\$0	\$520	\$0	\$100	\$0	\$420	19.23%
	TOTAL	\$44,997	\$27,248	\$42,973	\$7,941	\$31,855	\$7,074	\$4,044	74.00%
	CAPITAL OUTLAY								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	DEPARTMENT TOTAL	\$616,893	\$403,577	\$597,955	-22,620.10	\$442,727	\$7,074	\$148,154	74.00%
	HUMAN RESOURCES								
	PERSONNEL SERVICES								
001-25-513-1-1100	EXECUTIVE SALARIES	\$81,119	\$47,224	\$82,173	\$6,048	\$58,883	\$0	\$23,290	71.65%
001-25-513-1-1200	SALARY	\$44,226	\$30,195	\$42,525	\$3,528	\$33,298	\$0	\$9,227	78.30%
001-25-513-1-1210	ACCRUED SALARIES	\$0	-1,689.39	\$0	\$0	\$0	\$0	\$0	0.00%
001-25-513-1-1400	OVERTIME	\$0	\$566	\$800	\$0	\$405	\$0	\$395	50.64%
001-25-513-1-2100	FICA TAX EXPENSE	\$9,589	\$5,748	\$9,539	\$707	\$6,854	\$0	\$2,685	71.85%
001-25-513-1-2200	RETIREMENT EXPENSE	\$38,606	\$23,932	\$38,282	\$2,940	\$28,337	\$0	\$9,945	74.02%
001-25-513-1-2300	HEALTH AND LIFE INSURANCE	\$14,087	\$9,953	\$15,413	\$1,223	\$11,621	\$0	\$3,792	75.39%
	TOTAL	\$187,627	\$115,929	\$188,732	\$14,446	\$139,399	\$0	\$49,333	74.00%
	OPERATING EXPENSES								
001-25-513-3-3100	PROFESSIONAL SERVICES	\$19,500	\$2,935	\$24,000	\$330	\$18,461	\$0	\$5,539	76.92%
001-25-513-3-3120	PRE-EMPLOYMENT EXPENSE	\$200	\$0	\$358	\$95	\$255	\$55	\$49	71.09%
001-25-513-3-4020	SCHOOLING, CONFERENCE, ETC	\$3,700	\$2,121	\$4,010	\$0	\$988	\$0	\$3,022	24.62%
001-25-513-3-4100	COMMUNICATIONS SERVICES	\$1,192	\$780	\$512	\$78	\$700	\$0	-\$188	136.68%
001-25-513-3-4200	POSTAGE AND FREIGHT	\$200	\$76	\$208	\$0	\$201	\$0	\$7	96.51%
001-25-513-3-4310	NATURAL GAS	\$200	\$141	\$0	\$0	\$0	\$0	\$0	0.00%
001-25-513-3-4400	RENTALS AND LEASES	\$600	\$320	\$624	\$36	\$320	\$107	\$197	51.27%
001-25-513-3-4700	PRINTING AND BINDING	\$492	\$362	\$512	\$150	\$801	\$0	-\$289	156.53%
001-25-513-3-4800	ADVERTISING	\$10,800	\$2,400	\$8,500	\$198	\$7,304	\$526	\$670	85.93%
001-25-513-3-5000	FEES & FINES	\$325	\$264	\$130	\$56	\$334	\$0	-\$204	256.90%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-25-513-3-5100	OFFICE SUPPLIES	\$1,000	\$363	\$1,040	\$0	\$405	\$176	\$459	38.93%
001-25-513-3-5260	UNIFORMS	\$100	\$0	\$104	\$0	\$0	\$0	\$104	0.00%
001-25-513-3-5280	OPERATING SUPPLIES	\$7,100	\$403	\$4,160	\$6	\$3,059	\$0	\$1,101	73.53%
001-25-513-3-5288	EMPLOYEE RECOGNITION SUPPLIE	\$500	\$345	\$520	\$0	\$252	\$34	\$234	48.52%
001-25-513-3-5400	MEMBR,SUBSCRIPT,DUES	\$800	\$270	\$520	\$0	\$0	\$0	\$520	0.00%
001-25-513-3-5500	WELLNESS PROGRAM	\$12,000	\$8,052	\$12,480	\$2,338	\$10,113	\$1,173	\$1,193	81.03%
	TOTAL	\$58,709	\$18,831	\$57,678	\$3,287	\$43,193	\$2,070	\$12,415	75.00%
	CAPITAL OUTLAY								
001-25-513-6-6400	CAPITAL OUTLAY	\$0	\$0	\$44,500	\$0	\$0	\$0	\$44,500	0.00%
	TOTAL	\$0	\$0	\$44,500	\$0	\$0	\$0	\$44,500	0.00%
	DEPARTMENT TOTAL	\$246,336	\$134,760	\$290,910	\$17,733	\$182,592	\$2,070	\$106,248	63.00%
	FACILITIES MAINTENANCE								
	PERSONNEL SERVICES								
001-23-519-1-1100	EXECUTIVE SALARIES	\$124,214	\$87,597	\$127,082	\$13,346	\$92,941	\$0	\$34,141	73.13%
001-23-519-1-1200	REGULAR SALARIES	\$126,922	\$55,101	\$122,577	\$9,242	\$77,796	\$0	\$44,781	63.46%
001-23-519-1-1210	ACCRUED SALARIES	\$0	-3,229.97	\$0	\$0	\$0	\$0	\$0	0.00%
001-23-519-1-1400	OVERTIME	\$6,300	\$2,387	\$6,552	\$1,773	\$8,269	\$0	\$126.20	126.20%
001-23-519-1-2100	FICA TAX EXPENSE	\$19,694	\$10,902	\$19,600	\$1,751	\$12,874	\$0	\$6,726	65.68%
001-23-519-1-2200	RETIREMENT EXPENSE	\$77,350	\$44,070	\$78,657	\$7,478	\$54,824	\$0	\$23,833	69.70%
001-23-519-1-2300	HEALTH AND LIFE INSURANCE	\$80,363	\$16,351	\$39,214	\$3,836	\$33,688	\$0	\$5,526	85.90%
001-23-519-1-2500	UNEMPLOYMENT COMP	\$0	\$0	\$0	\$0	\$238	\$0	-\$238	0.00%
	TOTAL	\$434,843	\$213,178	\$393,682	\$37,426	\$280,630	\$0	\$113,052	71.00%
	OPERATING EXPENSES								
001-23-519-3-3100	PROFESSIONAL SERVICES	\$15,000	\$4,158	\$8,135	\$0	\$1,422	\$0	\$6,713	17.48%
001-23-519-3-3120	PRE-EMPLOYMENT EXPENSE	\$1,000	\$307	\$1,040	\$105	\$255	\$0	\$785	24.47%
001-23-519-3-4020	SCHOOLING, CONFERENCE, ETC	\$5,000	\$341	\$5,200	\$0	\$2,545	\$0	\$2,655	48.94%
001-23-519-3-4100	COMMUNICATIONS SERVICES	\$1,258	\$727	\$1,308	\$153	\$1,361	\$0	-\$53	104.04%
001-23-519-3-4400	RENTALS AND LEASES	\$1,500	\$361	\$1,560	\$40	\$361	\$120	\$1,078	23.15%
001-23-519-3-4610	BUILDING MAINTENANCE	\$8,000	\$2,740	\$8,320	\$112	\$6,412	\$196	\$1,712	77.06%
001-23-519-3-4620	EQUIPMENT MAINTENANCE	\$5,000	\$0	\$5,200	\$300	\$344	\$19	\$4,837	6.62%
001-23-519-3-4630	VEHICLE MAINTENANCE	\$5,000	\$2,080	\$5,200	\$56	\$3,225	\$0	\$1,975	62.01%
001-23-519-3-5100	OFFICE SUPPLIES	\$1,000	\$219	\$1,040	\$0	\$0	\$0	\$1,040	0.00%
001-23-519-3-5210	GAS AND LUBRICANTS	\$6,500	\$2,191	\$6,760	\$316	\$3,185	\$0	\$3,575	47.11%
001-23-519-3-5250	SMALL TOOLS	\$6,000	\$3,066	\$6,240	\$1,027	\$2,194	\$2,073	\$1,973	35.15%
001-23-519-3-5260	UNIFORMS	\$2,000	\$1,133	\$2,080	\$103	\$1,260	\$0	\$820	60.56%
001-23-519-3-5280	OPERATING SUPPLIES	\$6,000	\$5,409	\$8,240	\$466	\$2,392	\$3,124	\$2,725	29.02%
001-23-519-3-5400	MEMBR,SUBSCRIPT,DUES	\$2,000	\$0	\$2,080	\$0	\$0	\$0	\$2,080	0.00%
	TOTAL	\$65,258	\$22,732	\$62,403	\$2,677	\$24,955	\$5,532	\$31,916	40.00%
	CAPITAL OUTLAY								
001-23-519-6-6400	CAPITAL OUTLAY	\$17,422	\$0	\$45,000	\$0	\$45,000	\$0	\$0	99.99%
	TOTAL	\$17,422	\$0	\$45,000	\$0	\$45,000	\$0	\$0	100.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
	DEBT SERVICE								
001-23-517-7-7101	PRINCIPAL PUBLIC WORKS BLDG	\$6,638	\$0	\$12,788	\$0	\$0	\$0	\$12,788	0.00%
001-23-517-7-7201	INTEREST PUBLIC WORKS BLDG	\$11,368	\$0	\$21,966	\$0	\$11,533	\$0	\$10,433	52.50%
	TOTAL	\$18,006	\$0	\$34,754	\$0	\$11,533	\$0	\$23,221	33.00%
	TRANSFERS ADMINISTRATIVE								
001-23-519-9-9104	REIMB FLEET MAINTENANCE	\$13,034	\$9,776	\$18,990	\$1,583	\$14,243	\$0	\$4,748	75.00%
	TOTAL	\$13,034	\$9,776	\$18,990	\$1,583	\$14,243	\$0	\$4,748	75.00%
	DEPARTMENT TOTAL	\$548,563	\$245,686	\$554,829	\$41,686	\$376,360	\$5,532	\$172,936	68.00%
	INFORMATION TECHNOLOGY DEPT								
	PERSONNEL SERVICES								
001-17-516-1-1100	EXECUTIVE SALARIES	\$0	\$0	\$0	\$0	\$1,651	\$0	-1,650.72	0.00%
001-17-516-1-2100	FICA TAX EXPENSE	\$0	\$0	\$0	\$0	\$126	\$0	-\$126	0.00%
001-17-516-1-2200	RETIREMENT EXPENSE	\$0	\$0	\$0	\$0	\$507	\$0	-\$507	0.00%
	TOTAL	\$0	\$0	\$0	\$0	\$2,284	\$0	-2,283.78	0.00%
	OPERATING EXPENSES								
001-17-516-3-3100	PROFESSIONAL SERVICES	\$165,965	\$119,015	\$175,724	\$13,533	\$105,331	\$51,352	\$19,042	59.94%
001-17-516-3-4100	COMMUNICATIONS SERVICES	\$0	\$450	\$1,000	\$50	\$450	\$0	\$550	45.00%
001-17-516-3-5241	SOFTWARE	\$42,438	\$33,842	\$50,353	\$0	\$4,865	\$0	\$45,488	9.66%
001-17-516-3-5242	HARDWARE	\$31,520	\$25,286	\$20,000	\$610	\$24,507	\$74	-4,581.05	122.53%
001-17-516-3-5401	SOFTWARE SUBSCRIPT, LICENSES	\$117,460	\$84,509	\$122,158	\$13,026	\$86,974	\$35,169	\$15	71.19%
	TOTAL	\$357,383	\$263,102	\$369,235	\$27,219	\$222,127	\$86,595	\$60,513	60.00%
	CAPITAL OUTLAY								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	DEBT SERVICE								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	DEPARTMENT TOTAL	\$357,383	\$263,102	\$369,235	\$27,219	\$224,411	\$86,595	\$58,229	61.00%
	GENERAL ADMIN - CITY HALL								
	PERSONNEL								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	OPERATING EXPENSES								
001-04-513-3-3100	PROFESSIONAL SERVICES	\$6,000	\$3,193	\$3,000	\$0	\$589	\$0	\$2,411	19.63%
001-04-513-3-4100	COMMUNICATIONS SERVICES	\$5,000	\$2,640	\$5,200	\$653	\$3,958	\$0	\$1,242	76.11%
001-04-513-3-4200	POSTAGE AND FREIGHT	\$2,450	\$213	\$2,600	\$0	\$720	\$0	\$1,880	27.70%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-04-513-3-4320	ELECTRICITY	\$9,000	\$5,803	\$9,360	\$902	\$6,299	\$0	\$3,061	67.29%
001-04-513-3-4400	RENTALS AND LEASES	\$2,803	\$540	\$2,915	\$0	\$480	\$1,620	\$815	16.45%
001-04-513-3-4610	CITY HALL BUILDING MAINTENANC	\$107,182	\$62,508	\$25,000	\$2,379	\$22,904	\$1,784	\$313	91.61%
001-04-513-3-4615	ANNEX BUILDING EXP	\$26,012	\$26,012	\$25,000	\$60	\$12,451	\$432	\$12,117	49.80%
001-04-513-3-4620	EQUIPMENT MAINTENANCE	\$1,250	\$274	\$4,160	\$117	\$617	\$300	\$3,243	14.83%
001-04-513-3-4700	PRINTING AND BINDING	\$6,300	\$4,238	\$3,640	\$830	\$4,881	\$860	-2,100.94	134.08%
001-04-513-3-5100	OFFICE SUPPLIES	\$5,000	\$3,271	\$5,200	\$193	\$3,447	\$1,679	\$74	66.29%
001-04-513-3-5230	JANITORIAL SUPPLIES	\$1,500	\$606	\$4,560	\$23	\$566	\$287	\$3,706	12.42%
	TOTAL	\$172,496	\$109,296	\$90,635	\$5,158	\$56,912	\$6,962	\$26,761	63.00%
CAPITAL OUTLAY									
001-04-513-6-6445	CITY HALL BUILDING IMPROVEMEN	\$0	\$0	\$98,662	\$45	\$37,333	\$8,311	\$126,019	37.83%
001-04-513-6-6450	ANNEX HALL BUILDING IMPROVEM	\$119,338	\$119,338	\$50,000	\$7,631	\$31,832	\$8,777	\$9,391	63.66%
	TOTAL	\$119,338	\$119,338	\$148,662	\$7,677	\$69,165	\$17,088	\$135,410	47.00%
LEGAL COUNSEL									
PERSONNEL SERVICES									
001-04-514-1-1000	EXECUTIVE SALARIES	\$153,920	\$112,616	\$162,785	\$12,522	\$119,438	\$0	\$43,347	73.37%
001-04-514-1-1200	SALARIES	\$0	\$0	\$0	\$1,222	\$1,222	\$0	-1,221.50	0.00%
001-04-514-1-1210	LEGAL PAYROLL ACCRUAL	\$0	-2,458.74	\$0	\$0	\$0	\$0	\$0	0.00%
001-04-514-1-2100	FICA TAXES	\$11,775	\$8,487	\$12,453	\$1,029	\$9,017	\$0	\$3,437	72.40%
001-04-514-1-2200	RETIREMENT-GENERAL	\$47,407	\$34,642	\$49,975	\$3,844	\$36,624	\$0	\$13,351	73.28%
001-04-514-1-2300	HEALTH AND LIFE INSURANCE	\$30,784	\$4,564	\$7,951	\$612	\$5,811	\$0	\$2,140	73.08%
	TOTAL	\$243,886	\$157,851	\$233,164	\$19,228	\$172,111	\$0	\$61,053	74.00%
OPERATING EXPENSES									
001-04-514-3-3100	PROFESSIONAL SERVICES	\$4,000	\$3,507	\$4,160	\$0	\$2,687	\$0	\$1,473	64.59%
001-04-514-3-3110	FL BAR INTERN EXP	\$3,000	\$1,000	\$3,000	\$0	\$0	\$0	\$3,000	0.00%
001-04-514-3-4020	SCHOOLING/CONF-CITY ATTORNE	\$5,000	\$1,791	\$5,200	\$0	\$2,358	\$0	\$2,842	45.34%
001-04-514-3-4200	POSTAGE & FREIGHT OUTGOING	\$0	\$1	\$0	\$0	\$0	\$0	\$0	0.00%
001-04-514-3-5000	FINES & FEES	\$0	\$40	\$0	\$47	\$640	\$0	-\$640	0.00%
001-04-514-3-5260	UNIFORMS	\$200	\$0	\$208	\$0	\$0	\$0	\$208	0.00%
001-04-514-3-5280	OPERATING SUPPLIES	\$1,000	\$243	\$1,040	\$497	\$1,035	\$0	\$5	99.48%
001-04-514-3-5400	Membership, subscription, dues	\$5,500	\$3,373	\$5,720	\$814	\$4,744	\$1,323	-\$346	82.92%
	TOTAL	\$18,700	\$9,955	\$19,328	\$1,358	\$11,463	\$1,323	\$6,542	59.00%
CAPITAL OUTLAY									
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
DEBT SERVICE									
001-04-517-7-7101	PRINCIPAL-2020 ADMIN VEHICLE T	\$5,624	\$5,624	\$5,727	\$0	\$5,727	\$0	\$0	99.99%
001-04-517-7-7201	INTEREST-2020 ADMIN VEHICLE TC	\$155	\$155	\$52	\$0	\$52	\$0	\$0	100.23%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
TOTAL		\$5,779	\$5,780	\$5,779	\$0	\$5,779	\$0	\$0	100.00%
OTHER GOVERNMENT SERVICES									
OPERATING EXPENSES									
001-04-519-3-3100	PROFESSIONAL SERVICES	\$12,399	\$2,880	\$37,895	\$320	\$2,560	\$17,409	\$17,926	6.75%
001-04-519-3-3420	FIREWORKS - SPECIAL EVENTS	\$40,000	\$19,152	\$50,000	\$7,000	\$38,000	\$3,600	\$8,400	76.00%
001-04-519-3-4500	LIABILITY INSURANCE	\$447,468	\$412,286	\$584,830	\$138,752	\$551,384	\$0	\$33,446	94.28%
001-04-519-3-4510	INSURANCE CLAIMS REIMBURSABLE	\$0	\$43,911	\$0	\$0	\$12,428.50	\$0	\$12,429	0.00%
001-04-519-3-4810	LEGAL ADVERTISING	\$1,000	\$0	\$1,040	\$0	\$4	\$0	\$1,036	0.38%
001-04-519-3-4920	PROPERTY TAX	\$0	\$7,670	\$0	\$0	\$9,817	\$0	\$-9,816.51	0.00%
001-04-519-3-4930	SPECIAL EVENTS	\$0	\$0	\$24,000	\$0	\$24,000	\$0	\$0	100.00%
001-04-519-3-4951	BLUE CRAB EVENT	\$52,601	\$52,777	\$50,000	\$0	\$2,559	\$0	\$47,441	5.11%
TOTAL		\$553,468	\$538,677	\$747,765	\$146,072	\$615,894	\$21,009	\$110,862	82.00%
CAPITAL OUTLAY									
001-04-519-6-6120	LAND PURCHASE	\$46,810	\$45,244	\$24,682	\$0	\$0	\$0	\$24,682	0.00%
TOTAL		\$46,810	\$45,244	\$24,682	\$0	\$0	\$0	\$24,682	0.00%
GRANTS & AIDS									
001-04-519-1-2400	WORKERS COMP	\$139,500	\$206,732	\$201,846	\$50,803	\$254,381	\$0	\$-52,534.70	126.02%
TOTAL		\$139,500	\$206,732	\$201,846	\$50,803	\$254,381	\$0	\$-52,534.70	126.00%
CAPITAL GRANTS									
001-04-519-8-8210	CHAMBER OF COMMERCE	\$5,000	\$5,000	\$5,000	\$0	\$5,000	\$0	\$0	100.00%
001-04-519-8-8220	DEVELOPMENT STRATEGIC REVITALIZATION	\$0	\$0	\$40,000	\$11,250	\$40,000	\$0	\$0	100.00%
TOTAL		\$5,000	\$5,000	\$45,000	\$11,250	\$45,000	\$0	\$0	100.00%
DEPARTMENT		\$1,304,978	\$1,197,873	\$1,516,861	\$241,545	\$1,230,705	\$46,381	\$312,775	81.00%
PLANNING & ZONING DEPARTMENT									
PERSONNEL SERVICES									
001-02-524-1-1100	EXECUTIVE SALARIES	\$91,101	\$67,394	\$105,105	\$8,277	\$76,916	\$0	\$28,189	73.17%
001-02-524-1-1200	REGULAR SALARIES	\$109,686	\$75,053	\$139,139	\$10,291	\$91,683	\$0	\$47,456	65.89%
001-02-524-1-1210	ACCRUED SALARIES	\$0	\$-2,683.50	\$0	\$0	\$0	\$0	\$0	0.00%
001-02-524-1-1400	OVERTIME	\$1,050	\$1,091	\$1,092	\$0	\$423	\$0	\$669	38.69%
001-02-524-1-2100	FICA TAX EXPENSE	\$15,441	\$10,573	\$18,768	\$1,386	\$12,617	\$0	\$6,151	67.22%
001-02-524-1-2200	RETIREMENT EXPENSE	\$61,842	\$37,002	\$75,318	\$5,700	\$51,715	\$0	\$23,603	68.66%
001-02-524-1-2300	HEALTH AND LIFE INSURANCE	\$28,327	\$8,028	\$30,994	\$3,180	\$24,352	\$0	\$6,642	78.56%
TOTAL		\$307,447	\$196,457	\$370,416	\$28,834	\$257,705	\$0	\$112,711	70.00%
OPERATING EXPENSES									
001-02-524-3-3100	PROFESSIONAL SERVICES	\$94,500	\$10,834	\$15,000	\$0	\$2,800	\$11,760	\$440	18.66%
001-02-524-3-3120	PRE-EMPLOYMENT EXPENSE	\$350	\$299	\$374	\$0	\$223	\$0	\$151	59.71%
001-02-524-3-4020	SCHOOLING, CONFERENCE, ETC	\$8,900	\$1,557	\$8,806	\$0	\$3,096	\$1,196	\$4,514	35.15%
001-02-524-3-4100	COMMUNICATIONS SERVICES	\$629	\$482	\$654	\$73	\$563	\$0	\$91	86.04%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-02-524-3-4200	POSTAGE AND FREIGHT	\$1,500	\$762	\$1,560	\$0	\$1,037	\$0	\$523	66.50%
001-02-524-3-4310	NATURAL GAS	\$744	\$0	\$1,600	\$25	\$594	\$0	\$1,006	37.12%
001-02-524-3-4330	CREDIT CARD FEES	\$500	\$827	\$520	\$165	\$1,537	\$0	\$-1,017.39	295.65%
001-02-524-3-4400	RENTALS AND LEASES	\$4,500	\$2,917	\$4,680	\$450	\$4,171	\$1,235	-\$725	89.12%
001-02-524-3-4620	EQUIPMENT MAINTENANCE	\$1,500	\$0	\$1,560	\$0	\$0	\$0	\$1,560	0.00%
001-02-524-3-4630	VEHICLE MAINTENANCE	\$750	\$10	\$780	\$0	\$0	\$0	\$780	0.00%
001-02-524-3-4700	PRINTING AND BINDING	\$255	\$0	\$752	\$0	\$1,292	\$0	-\$540	171.85%
001-02-524-3-4810	LEGAL ADVERTISING	\$14,000	\$10,087	\$14,560	\$1,219	\$10,758	\$2,242	\$1,560	73.88%
001-02-524-3-5000	FEES & FINES	\$50	\$0	\$52	\$12	\$83	\$0	-\$31	158.88%
001-02-524-3-5100	OFFICE SUPPLIES	\$1,500	\$899	\$1,560	\$47	\$195	\$0	\$1,365	12.48%
001-02-524-3-5210	GAS AND LUBRICANTS	\$750	\$478	\$780	\$79	\$513	\$0	\$267	65.82%
001-02-524-3-5260	UNIFORMS	\$900	\$349	\$312	\$0	\$0	\$122	\$190	0.00%
001-02-524-3-5280	OPERATING SUPPLIES	\$5,500	\$4,349	\$5,720	\$322	\$4,409	\$177	\$1,133	77.08%
001-02-524-3-5400	MEMBR,SUBSCRIPT,DUES	\$10,516	\$105	\$12,288	\$0	\$410	\$418	\$11,460	3.33%
	TOTAL	\$147,344	\$33,955	\$71,558	\$2,394	\$31,682	\$17,151	\$22,726	44.00%
	CAPITAL OUTLAY								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	GRANT								
001-02-524-8-6402	DEO COMMUNITY PLANNING TECH	\$0	\$0	\$75,000	\$0	\$39,420	\$35,580	\$0	52.56%
	TOTAL	\$0	\$0	\$75,000	\$0	\$39,420	\$35,580	\$0	53.00%
	DEPARTMENT TOTAL	\$454,791	\$230,411	\$516,974	\$31,228	\$328,807	\$52,731	\$135,437	64.00%
	POLICE DEPARTMENT								
	PERSONNEL SERVICES								
001-07-521-1-1100	EXECUTIVE SALARIES	\$421,910	\$286,909	\$420,147	\$33,854	\$327,413	\$0	\$92,734	77.92%
001-07-521-1-1101	VOCA MATCH EXEC SALARIES	\$0	\$6,862	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-1-1200	REGULAR SALARIES	\$1,277,701	\$1,062,253	\$1,786,389	\$151,020	\$1,305,324	\$0	\$481,065	73.07%
001-07-521-1-1210	ACCRUED SALARIES	\$0	\$-32,436.01	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-1-1220	CLERICAL SALARIES	\$265,609	\$144,925	\$274,839	\$19,782	\$210,715	\$0	\$64,124	76.66%
001-07-521-1-1221	VOCA SALARIES	\$0	\$28,870	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-1-1300	OTHER SALARIES & WAGES	\$13,850	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-1-1400	OVERTIME	\$201,726	\$151,796	\$207,000	\$17,573	\$196,484	\$0	\$10,516	94.91%
001-07-521-1-2100	FICA TAX EXPENSE	\$166,831	\$120,452	\$206,196	\$16,521	\$151,777	\$0	\$54,419	73.60%
001-07-521-1-2101	FICA TAX VOCA EXPENSE	\$0	\$1,710	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-1-2102	FICA TAX VOCA MATCH EXPENSE	\$0	\$413	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-1-2200	RETIREMENT-CLERICAL BENEFIT	\$81,808	\$40,720	\$84,375	\$5,525	\$60,321	\$0	\$24,054	71.49%
001-07-521-1-2201	PENSION-POLICE BENEFIT	\$339,000	\$275,647	\$467,742	\$35,720	\$318,500	\$0	\$149,242	68.09%
001-07-521-1-2202	RETIREMENT-VOCA CLERICAL BEN	\$0	\$8,761	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-1-2203	RETIREMENT-VOCA MATCH BENEF	\$0	\$1,339	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-1-2300	HEALTH AND LIFE INSURANCE	\$490,480	\$330,975	\$556,055	\$48,564	\$430,743	\$0	\$125,312	77.46%
001-07-521-1-2401	WORKERS COMP VOCA	\$0	\$34	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-1-2402	WORKERS COMP VOCA MATCH	\$0	\$187	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-1-2500	UNEMPLOYMENT COMP	\$0	\$0	\$0	\$0	\$30	\$0	-\$30	0.00%
001-07-521-1-2601	WORKERS COMP VOCA CONTRA	\$0	-\$34	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-1-2602	WORKERS COMP VOCA MATCH CC	\$0	-\$187	\$0	\$0	\$0	\$0	\$0	0.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
	TOTAL	\$3,258,915	\$2,429,195	\$4,002,743	\$328,558	\$3,001,307	\$0	\$1,001,436	75.00%
	OPERATING EXPENSES								
001-07-521-3-3100	PROFESSIONAL SERVICES	\$80,293	\$73,556	\$121,240	\$6,416	\$117,053	\$1,794	\$2,392	96.54%
001-07-521-3-3120	PRE-EMPLOYMENT EXPENSE	\$5,000	\$4,396	\$4,000	\$89	\$3,359	\$0	\$641	83.98%
001-07-521-3-3500	CONFIDENTIAL INFORMANTS - I&E	\$6,000	\$325	\$6,000	\$250	\$479	\$0	\$5,521	7.98%
001-07-521-3-4020	SCHOOLING, CONFERENCE, ETC	\$23,100	\$22,696	\$15,800	\$0	\$11,790	\$1,347	\$2,663	74.61%
001-07-521-3-4030	TRAINING & SCHOOLING	\$0	-\$45	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-3-4100	COMMUNICATIONS SERVICES	\$35,520	\$25,375	\$35,520	\$4,263	\$24,975	\$0	\$10,545	70.31%
001-07-521-3-4200	OUTGOING POSTAGE/FREIGHT	\$1,450	\$596	\$1,450	\$0	\$479	\$0	\$971	33.03%
001-07-521-3-4320	ELECTRICITY	\$11,500	\$8,418	\$11,500	\$1,342	\$8,293	\$0	\$3,207	72.11%
001-07-521-3-4330	CREDIT CARD FEES	\$50	\$0	\$50	\$0	\$0	\$0	\$50	0.00%
001-07-521-3-4380	ANIMAL CONTROL	\$2,000	\$0	\$10,000	\$0	\$10,000	\$0	\$0	100.00%
001-07-521-3-4390	K-9 CARE	\$4,400	\$2,402	\$4,400	\$60	\$2,937	\$0	\$1,463	66.74%
001-07-521-3-4400	RENTALS AND LEASES	\$6,200	\$4,042	\$6,200	\$288	\$4,139	\$855	\$1,206	66.75%
001-07-521-3-4500	LIABILITY, AUTO, PROPERTY INSU	\$0	\$0	\$0	\$0	\$2,731	\$0	-\$2,731.00	0.00%
001-07-521-3-4510	INSURANCE CLAIMS REIMBURSABI	\$0	\$42,720	\$0	\$0	\$33,945	\$475	-\$34,419.50	0.00%
001-07-521-3-4610	BUILDING MAINTENANCE	\$30,000	\$13,946	\$29,000	\$9,854	\$28,748	\$105	\$147	99.13%
001-07-521-3-4620	EQUIPMENT MAINTENANCE	\$8,230	\$6,371	\$8,230	\$639	\$7,412	\$0	\$818	90.05%
001-07-521-3-4630	VEHICLE MAINTENANCE	\$50,000	\$37,213	\$58,000	\$1,596	\$50,603	\$3,432	\$3,965	87.24%
001-07-521-3-4640	RADIO MAINTENANCE	\$500	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-3-4650	RANGE MAINTENANCE	\$1,000	\$754	\$1,000	\$79	\$793	\$159	\$49	79.28%
001-07-521-3-4680	STORM CLEANUP/REPAIR	\$0	\$0	\$0	\$0	\$1,319	\$0	-\$1,318.54	0.00%
001-07-521-3-4700	PRINTING AND BINDING	\$3,600	\$1,869	\$2,100	\$449	\$2,054	\$0	\$46	97.81%
001-07-521-3-4950	POLICE ATHLETIC LEAGUE	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$0	\$0	100.00%
001-07-521-3-5000	FINES & FEES	\$0	\$110	\$0	\$56	\$298	\$0	-\$298	0.00%
001-07-521-3-5100	OFFICE SUPPLIES	\$1,500	\$574	\$1,500	\$0	\$599	\$0	\$901	39.94%
001-07-521-3-5210	GAS AND LUBRICANTS	\$160,000	\$92,405	\$134,500	\$10,843	\$93,818	\$0	\$40,682	69.75%
001-07-521-3-5230	JANITORIAL SUPPLIES	\$2,000	\$1,752	\$2,000	\$250	\$1,488	\$60	\$452	74.38%
001-07-521-3-5260	UNIFORMS	\$19,050	\$12,389	\$23,490	\$2,828	\$10,604	\$3,360	\$9,526	45.14%
001-07-521-3-5280	OPERATING SUPPLIES	\$28,100	\$23,035	\$87,987	\$3,879	\$28,792	\$32,972	\$26,867	32.72%
001-07-521-3-5281	SPECIAL POLICE TRUST EXPENSE	\$10,000	\$990	\$10,000	\$0	\$0	\$0	\$10,000	0.00%
001-07-521-3-5282	EVIDENCE FUND EXPENSE	\$0	\$0	\$22,672	\$500	\$7,221	\$13,580	\$1,870	31.85%
001-07-521-3-5400	MEMBR,SUBSCRIPT,DUES	\$1,075	\$435	\$1,725	\$0	\$1,335	\$0	\$390	77.39%
	TOTAL	\$505,568	\$391,322	\$613,364	\$58,678	\$470,263	\$58,138	\$85,607	77.00%
	CAPITAL OUTLAY								
001-07-521-6-6400	CAPITAL OUTLAY	\$221,766	\$107,442	\$110,000	\$6,240	\$14,666	\$0	\$95,334	13.33%
001-07-521-6-6401	VEHICLE PURCHASES	\$545,755	\$474,195	\$353,985	\$113,279	\$220,256	\$129,016	\$4,713	62.22%
	TOTAL	\$767,521	\$581,637	\$463,985	\$119,519	\$234,922	\$129,016	\$100,047	51.00%
	GRANTS & AIDS								
001-07-521-8-8320	BULLET PROOF GRANT-50% CITY	\$4,388	\$3,830	\$4,388	\$0	\$683	\$0	\$3,705	15.55%
001-07-521-8-8370	BULLET PROOF GRANT	\$4,388	\$3,830	\$4,388	\$0	\$683	\$0	\$3,705	15.55%
001-07-521-8-8516	Rural Violent Crime Reduction	\$15,000	\$15,000	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-521-8-8517	SAFE GRANT Equipment	\$42,000	\$29,340	\$10,000	\$0	\$0	\$0	\$10,000	0.00%
001-07-521-8-8531	2023 JAGC	\$20,749	\$20,597	\$21,000	\$0	\$0	\$0	\$21,000	0.00%
001-07-521-8-8532	FDLE GRANT POLICE CARS	\$0	\$0	\$250,000	\$0	\$250,000	\$0	\$0	100.00%
001-07-521-8-8540	2024 JAG D 6N045 Street Crimes	\$0	\$0	\$6,275	\$0	\$5,926	\$0	\$349	94.43%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-07-521-8-8541	2024 JAG C 6N204	\$0	\$0	\$22,406	\$8,216	\$22,310	\$0	\$96	99.57%
	TOTAL	\$86,525	\$72,597	\$318,457	\$8,216	\$279,601	\$0	\$38,856	88.00%
	DEBT SERVICE								
001-07-517-7-7101	PRINCIPAL-2019 BB&T POLICE VEH	\$57,070	\$57,070	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-517-7-7106	PRINCIPAL-2020 POLICE CARS TD	\$103,764	\$103,764	\$105,653	\$0	\$105,653	\$0	\$0	100.00%
001-07-517-7-7107	LEASE-POLICE CARS	\$85,442	\$84,000	\$84,000	\$0	\$84,000	\$0	\$0	100.00%
001-07-517-7-7108	PRINCIPAL- AMERIS LOAN #281 20	\$56,600	\$40,878	\$96,867	\$43,287	\$85,290	\$0	\$11,577	88.04%
001-07-517-7-7201	INTEREST-2019 BB&T POLICE VEHI	\$936	\$936	\$0	\$0	\$0	\$0	\$0	0.00%
001-07-517-7-7206	INTEREST-2020 POLICE CARS TD e	\$2,867	\$2,867	\$961	\$0	\$961	\$0	\$0	100.04%
001-07-517-7-7207	INTEREST-BB&T POL VEH 2021	\$2,405	\$2,405	\$2,448	\$0	\$1,448	\$0	\$1,000	59.14%
001-07-517-7-7208	INTEREST - AMERIS LOAN #281 20	\$11,400	\$12,771	\$21,941	\$10,362	\$22,006	\$0	-\$65	100.29%
	TOTAL	\$320,484	\$304,691	\$311,870	\$53,648	\$299,359	\$0	\$12,511	96.00%
	DEPARTMENT TOTAL	\$4,939,013	\$3,779,443	\$5,710,419	\$568,620	\$4,285,452	\$187,154	\$1,238,457	75.00%
	CODE ENFORCEMENT								
	PERSONNEL SERVICES								
001-19-521-1-1200	REGULAR SALARIES	\$130,734	\$89,232	\$165,451	\$14,007	\$113,351	\$0	\$52,100	68.51%
001-19-521-1-1210	ACCRUED SALARIES	\$0	-\$2,327.93	\$0	\$0	\$0	\$0	\$0	0.00%
001-19-521-1-1400	OVERTIME	\$1,260	\$1,178	\$1,310	\$231	\$641	\$0	\$669	48.91%
001-19-521-1-2100	FICA TAX EXPENSE	\$10,098	\$6,654	\$12,757	\$1,057	\$8,500	\$0	\$4,257	66.63%
001-19-521-1-2200	RETIREMENT EXPENSE	\$40,266	\$27,263	\$48,184	\$4,371	\$33,486	\$0	\$14,699	69.49%
001-19-521-1-2300	HEALTH AND LIFE INSURANCE	\$50,655	\$21,555	\$58,863	\$2,465	\$23,906	\$0	\$34,957	40.61%
	TOTAL	\$233,013	\$143,554	\$286,565	\$22,131	\$179,883	\$0	\$106,682	63.00%
	OPERATING EXPENSES								
001-19-521-3-3100	PROFESSIONAL SERVICES	\$15,200	\$8,377	\$15,808	\$600	\$3,600	\$11,200	\$1,008	22.77%
001-19-521-3-3110	Professional Services Orange D	\$3,000	\$1,300	\$4,400	\$725	\$5,045	\$0	-\$645	114.65%
001-19-521-3-3120	PRE-EMPLOYMENT EXPENSE	\$300	\$117	\$408	\$0	\$384	\$0	\$24	94.13%
001-19-521-3-4020	SCHOOLING, CONFERENCE, ETC.	\$2,000	\$1,499	\$6,100	\$403	\$1,787	\$3,064	\$1,249	29.29%
001-19-521-3-4100	COMMUNICATIONS SERVICES	\$972	\$727	\$1,000	\$112	\$780	\$0	\$220	78.00%
001-19-521-3-4200	POSTAGE AND FREIGHT	\$1,770	\$1,220	\$1,700	\$0	\$1,333	\$48	\$318	78.41%
001-19-521-3-4400	RENTALS AND LEASES	\$1,000	\$107	\$1,040	\$12	\$107	\$36	\$898	10.25%
001-19-521-3-4630	VEHICLE MAINTENANCE	\$2,000	\$358	\$2,080	\$196	\$276	\$296	\$1,508	13.28%
001-19-521-3-4700	PRINTING AND BINDING	\$900	\$351	\$1,104	\$277	\$755	\$0	\$349	68.38%
001-19-521-3-4810	LEGAL ADS	\$1,000	\$577	\$2,000	\$74	\$553	\$647	\$800	27.66%
001-19-521-3-5000	FINES & FEES	\$60	\$15	\$62	\$0	\$0	\$0	\$62	0.00%
001-19-521-3-5100	OFFICE SUPPLIES	\$400	\$84	\$416	\$0	\$158	\$224	\$34	37.97%
001-19-521-3-5120	ABATEMENT, LOT CLEANUP, DEMC	\$54,877	\$2,808	\$18,685	\$0	\$0	\$0	\$18,685	0.00%
001-19-521-3-5210	GAS AND LUBRICANTS	\$900	\$388	\$936	\$0	\$81	\$0	\$855	8.63%
001-19-521-3-5230	FILINGS AND MISC LEGAL FEES	\$3,700	\$1,265	\$9,948	\$502	\$2,018	\$897	\$7,033	20.28%
001-19-521-3-5260	UNIFORMS	\$300	\$213	\$500	\$198	\$198	\$0	\$302	39.60%
001-19-521-3-5280	OPERATING SUPPLIES	\$500	\$17	\$520	\$180	\$180	\$0	\$340	34.61%
	TOTAL	\$88,879	\$19,423	\$66,707	\$3,279	\$17,255	\$16,412	\$33,040	26.00%
	CAPITAL OUTLAY								

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-19-521-6-6450	CAPITAL IMPROVEMENT	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	TOTAL	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	DEPARTMENT TOTAL	\$326,892	\$162,977	\$353,272	\$25,410	\$197,138	\$16,412	\$139,722	56.00%
	FIRE DEPARTMENT								
	PERSONNEL SERVICES								
001-08-522-1-1100	EXECUTIVE SALARIES	\$191,755	\$144,400	\$317,252	\$16,791	\$160,231	\$0	\$157,021	50.50%
001-08-522-1-1200	REGULAR SALARIES	\$1,290,431	\$902,001	\$1,334,864	\$113,207	\$1,098,592	\$0	\$236,272	82.29%
001-08-522-1-1210	ACCRUED SALARIES	\$0	\$-29,956.96	\$0	\$0	\$0	\$0	\$0	0.00%
001-08-522-1-1220	CLERICAL SALARIES	\$36,130	\$27,593	\$76,575	\$6,048	\$46,056	\$0	\$30,519	60.14%
001-08-522-1-1300	OTHER SALARIES & WAGES	\$0	\$15,864	\$0	\$0	\$480	\$0	-\$480	0.00%
001-08-522-1-1400	OVERTIME	\$147,000	\$138,670	\$150,000	\$18,707	\$126,989	\$0	\$23,011	84.65%
001-08-522-1-2100	FICA TAX EXPENSE	\$127,397	\$90,019	\$143,720	\$11,363	\$105,466	\$0	\$38,254	73.38%
001-08-522-1-2200	CLERICAL RETIREMENT	\$11,128	\$13,341	\$23,509	\$1,857	\$14,243	\$0	\$9,266	60.58%
001-08-522-1-2201	FIRE PENSION	\$459,478	\$365,704	\$531,981	\$47,420	\$440,100	\$0	\$91,881	82.72%
001-08-522-1-2300	HEALTH AND LIFE INSURANCE	\$345,353	\$199,302	\$291,982	\$28,166	\$265,916	\$0	\$26,066	91.07%
	TOTAL	\$2,608,672	\$1,866,937	\$2,869,883	\$243,560	\$2,258,073	\$0	\$611,810	79.00%
	OPERATING EXPENSES								
001-08-522-3-3100	PROFESSIONAL SERVICES	\$29,674	\$2,347	\$30,000	\$50	\$1,252	\$0	\$28,748	4.17%
001-08-522-3-3120	PRE-EMPLOYMENT EXPENSE	\$6,360	\$517	\$17,200	\$0	\$204	\$16,795	\$201	1.18%
001-08-522-3-3410	CONTRACTUAL SERVICES	\$2,350	\$2,350	\$16,500	\$4,950	\$12,992	\$0	\$3,508	78.74%
001-08-522-3-4020	SCHOOLING, CONFERENCE, ETC	\$21,300	\$16,745	\$25,000	\$7,550	\$17,988	\$1,360	\$5,652	71.95%
001-08-522-3-4100	COMMUNICATION SERVICES	\$12,500	\$9,406	\$15,000	\$1,082	\$8,633	\$0	\$6,367	57.55%
001-08-522-3-4200	POSTAGE AND FREIGHT	\$300	\$103	\$500	\$0	\$127	\$38	\$336	25.30%
001-08-522-3-4310	NATURAL GAS	\$1,700	\$1,174	\$2,800	\$56	\$1,876	\$0	\$924	66.98%
001-08-522-3-4320	ELECTRICITY	\$14,000	\$11,052	\$18,000	\$1,691	\$10,580	\$0	\$7,420	58.77%
001-08-522-3-4330	CREDIT CARD FEES	\$50	\$0	\$100	\$0	\$0	\$0	\$100	0.00%
001-08-522-3-4400	RENTALS AND LEASES	\$1,386	\$827	\$2,500	\$346	\$1,508	\$276	\$717	60.30%
001-08-522-3-4500	LIABILITY INSURANCE	\$0	\$0	\$0	\$0	\$2,731	\$0	-\$2,731.00	0.00%
001-08-522-3-4510	INSURANCE CLAIMS REIMBURSABI	\$0	\$120,677	\$0	\$0	\$93,958	\$15,871	-\$109,828.84	0.00%
001-08-522-3-4610	BUILDING MAINTENANCE	\$26,500	\$10,914	\$30,000	\$3,037	\$19,093	\$3,604	\$7,303	63.64%
001-08-522-3-4620	EQUIPMENT MAINTENANCE	\$17,157	\$13,880	\$19,500	\$1,626	\$12,360	\$3,180	\$3,960	63.38%
001-08-522-3-4630	VEHICLE MAINTENANCE	\$96,001	\$61,827	\$79,000	\$1,030	\$66,517	\$5,626	\$6,857	84.19%
001-08-522-3-4640	RADIO MAINTENANCE	\$1,904	\$1,904	\$2,300	\$0	\$1,979	\$236	\$85	86.04%
001-08-522-3-4680	STORM CLEANUP/REPAIR	\$840	\$0	\$1,000	\$0	\$653	\$0	\$347	65.25%
001-08-522-3-4700	PRINTING AND BINDING	\$846	\$413	\$500	\$226	\$692	\$0	-\$192	138.36%
001-08-522-3-5000	FINES & FEES	\$300	\$247	\$300	\$120	\$415	\$0	-\$115	138.30%
001-08-522-3-5100	OFFICE SUPPLIES	\$1,538	\$1,254	\$3,000	\$224	\$2,593	\$138	\$269	86.42%
001-08-522-3-5140	FIRE CODE ENFORCEMENT	\$7,600	\$7,270	\$8,000	\$934	\$5,890	\$21	\$2,089	73.62%
001-08-522-3-5210	GAS AND LUBRICANTS	\$36,600	\$27,210	\$35,000	\$2,500	\$23,204	\$0	\$11,796	66.29%
001-08-522-3-5230	JANITORIAL SUPPLIES	\$3,683	\$2,424	\$5,000	\$778	\$2,761	\$0	\$2,239	55.21%
001-08-522-3-5250	SMALL TOOLS	\$9,500	\$8,047	\$8,500	\$915	\$8,069	\$0	\$431	94.92%
001-08-522-3-5260	UNIFORMS	\$63,485	\$54,658	\$54,400	\$195	\$23,817	\$29,270	\$1,313	43.78%
001-08-522-3-5270	PUBLIC SAFETY SCHOLARSHIP FIR	\$10,270	\$7,339	\$8,000	\$0	\$4,084	\$0	\$3,916	51.04%
001-08-522-3-5280	OPERATING SUPPLIES	\$25,317	\$21,791	\$34,100	\$1,934	\$25,235	\$5,344	\$3,521	74.00%
001-08-522-3-5290	FIRE PUB ED EXPENSE	\$6,000	\$2,280	\$3,000	\$0	\$2,280	\$0	\$720	76.00%
001-08-522-3-5400	MEMBR, SUBSCRIPT, DUES	\$2,319	\$2,319	\$3,000	\$180	\$2,846	\$125	\$29	94.86%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
	TOTAL	\$399,480	\$388,975	\$422,200	\$29,425	\$354,335	\$81,882	-14,016.87	84.00%
	CAPITAL OUTLAY								
001-08-522-6-6400	CAPITAL OUTLAY	\$0	\$0	\$322,940	\$29,407	\$201,265	\$60,311	\$61,364	62.32%
001-08-522-6-6401	VEHICLE PURCHASE	\$0	\$0	\$51,861	\$4,399	\$44,628	\$7,233	\$0	86.05%
001-08-522-6-6421	FIREHOUSE SUBS - GRANT	\$39,025	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
001-08-522-6-6422	USAR Grant	\$24,000	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
001-08-522-6-6460	FIRE CAPITAL REPLACEMENT	\$20,579	\$8,938	\$0	\$0	\$0	\$0	\$0	0.00%
001-08-522-6-6470	CITY MATCH FIRE - DECONTAMINA	\$5,171	\$5,171	\$0	\$0	\$0	\$0	\$0	0.00%
001-08-522-6-6480	City Match DEM HMGP 4486-106-R	\$0	\$0	\$31,962	\$0	\$9,382	\$15,681	\$6,898	29.35%
001-08-522-8-1000	FIRE GRANT - DECONTAMINATION	\$15,512	\$15,512	\$0	\$0	\$0	\$0	\$0	0.00%
001-08-522-8-2400	Fed DEM HMGP 4486-106-R wind r	\$0	\$0	\$287,655	\$0	\$2,070	\$285,586	\$0	0.71%
001-08-572-6-6423	FIRE GRANT	\$132,000	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	TOTAL	\$236,286	\$29,620	\$694,418	\$33,806	\$257,345	\$368,811	\$68,262	37.00%
	DEBT SERVICE								
001-08-517-7-7102	PRINCIPAL-2016 USBANCORP LEAS	\$0	\$3,734	\$0	\$0	\$0	\$0	\$0	0.00%
001-08-517-7-7202	INTEREST-2016 USBANCORP LEAS	\$0	\$34	\$0	\$0	\$0	\$0	\$0	0.00%
	TOTAL	\$0	\$3,768	\$0	\$0	\$0	\$0	\$0	0.00%
	DEPARTMENT TOTAL	\$3,244,438	\$2,289,300	\$3,986,501	\$306,791	\$2,869,752	\$450,693	\$666,056	72.00%
	STREETS								
	PERSONNEL SERVICES								
001-09-541-1-1100	EXECUTIVE SALARIES	\$56,084	\$43,190	\$61,152	\$4,800	\$46,794	\$0	\$14,358	76.52%
001-09-541-1-1200	REGULAR SALARIES	\$153,246	\$116,748	\$255,919	\$19,973	\$174,116	\$0	\$81,803	68.03%
001-09-541-1-1210	ACCRUED SALARIES	\$0	-3,998.59	\$0	\$0	\$0	\$0	\$0	0.00%
001-09-541-1-1400	OVERTIME	\$21,000	\$8,567	\$21,840	\$1,104	\$13,933	\$0	\$7,907	63.79%
001-09-541-1-2100	FICA TAX EXPENSE	\$17,620	\$12,576	\$25,927	\$1,942	\$17,635	\$0	\$8,292	68.01%
001-09-541-1-2200	RETIREMENT EXPENSE	\$70,942	\$51,221	\$104,046	\$7,944	\$71,489	\$0	\$32,557	68.70%
001-09-541-1-2300	HEALTH AND LIFE INSURANCE	\$94,413	\$26,114	\$50,816	\$4,405	\$37,583	\$0	\$13,233	73.95%
	TOTAL	\$413,305	\$254,418	\$519,700	\$40,169	\$361,551	\$0	\$158,149	70.00%
	OPERATING EXPENSES								
001-09-541-3-3100	PROFESSIONAL SERVICES	\$58,000	\$50,695	\$26,000	\$424	\$20,794	\$4,519	\$8,687	79.97%
001-09-541-3-3120	PRE-EMPLOYMENT EXPENSE	\$1,000	\$622	\$1,040	\$0	\$265	\$95	\$680	25.46%
001-09-541-3-3430	TREE MAINTENANCE & PLANTING	\$5,000	\$0	\$1,200	\$327	\$327	\$350	\$4,523	27.22%
001-09-541-3-3440	TREE REMOVAL	\$24,000	\$6,300	\$40,000	\$3,600	\$24,100	\$0	\$15,900	60.25%
001-09-541-3-3460	RAILROAD SIGNAL MAINTENANCE	\$11,000	\$8,606	\$9,880	\$2,436	\$8,606	\$0	\$1,274	87.10%
001-09-541-3-4020	SCHOOLING, CONFERENCE, ETC	\$6,000	\$1,459	\$6,240	\$43	\$1,608	\$0	\$4,632	25.77%
001-09-541-3-4100	COMMUNICATIONS SERVICES	\$3,600	\$2,538	\$3,744	\$239	\$2,088	\$0	\$1,656	55.78%
001-09-541-3-4320	ELECTRICITY	\$200,000	\$147,846	\$202,561	\$25,968	\$162,504	\$0	\$40,057	80.22%
001-09-541-3-4400	RENTALS & LEASES	\$20,000	\$14,864	\$8,800	\$40	\$361	\$120	\$8,318	4.10%
001-09-541-3-4510	INSURANCE CLAIMS REIMBURSABI	\$0	\$0	\$0	\$0	\$12,037	\$0	-12,037.19	0.00%
001-09-541-3-4610	BUILDING MAINTENANCE	\$4,000	\$13	\$4,160	\$0	\$2,031	\$1,000	\$1,129	48.82%
001-09-541-3-4620	EQUIPMENT MAINTENANCE	\$30,000	\$20,444	\$26,200	\$0	\$26,188	\$0	\$12	99.95%
001-09-541-3-4630	VEHICLE MAINTENANCE	\$25,000	\$12,002	\$38,000	\$7,557	\$18,945	\$9,314	\$9,741	49.85%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-09-541-3-4660	TRAFFIC LIGHT REPAIR	\$42,235	\$10,419	\$76,242	\$8,306	\$43,045	\$0	\$33,197	56.45%
001-09-541-3-4661	STREET LIGHT REPAIR	\$22,535	\$89	\$14,596	\$0	\$0	\$0	\$14,596	0.00%
001-09-541-3-4662	STREET SIGNS	\$20,000	\$11,140	\$38,800	\$0	\$32,964	\$0	\$5,836	84.95%
001-09-541-3-4670	STORMWATER MAINTENANCE	\$55,000	\$18,490	\$61,200	\$3,400	\$57,745	\$1,090	\$2,365	94.35%
001-09-541-3-5000	FINES & FEES	\$0	\$62	\$0	\$0	\$797	\$0	-\$797	0.00%
001-09-541-3-5100	OFFICE SUPPLIES	\$1,000	\$938	\$1,040	\$3	\$738	\$0	\$302	70.94%
001-09-541-3-5210	GAS AND LUBRICANTS	\$30,000	\$19,819	\$41,600	\$2,258	\$18,340	\$0	\$23,260	44.08%
001-09-541-3-5230	JANITORIAL SUPPLIES	\$1,000	\$870	\$1,040	\$79	\$1,033	\$0	\$7	99.28%
001-09-541-3-5250	SMALL TOOLS	\$10,000	\$8,791	\$10,400	\$1,314	\$3,162	\$387	\$6,851	30.40%
001-09-541-3-5260	UNIFORMS	\$3,500	\$1,873	\$3,640	\$246	\$4,013	\$0	-\$373	110.23%
001-09-541-3-5270	CHEMICALS AND FERTILIZERS	\$5,000	\$726	\$3,200	\$0	\$46	\$0	\$5,154	1.42%
001-09-541-3-5280	OPERATING SUPPLIES	\$24,000	\$18,121	\$20,800	\$820	\$10,354	\$1,653	\$8,793	49.78%
001-09-541-3-5283	INMATE OPERATING SUPPLIES	\$10,000	\$4,152	\$24,400	\$1,082	\$1,976	\$1,586	\$6,839	8.09%
001-09-541-3-5330	PAVING ROAD REPAIRS	\$85,000	\$82,306	\$79,154	\$4,278	\$43,936	\$6,960	\$28,258	55.50%
001-09-541-3-5340	SIDEWALK REPAIRS	\$56,000	\$55,425	\$71,240	\$0	\$69,074	\$0	\$2,166	96.95%
001-09-541-3-5400	Memberships, Subscriptions, Du	\$1,500	\$0	\$1,560	\$0	\$418	\$0	\$1,142	26.77%
	TOTAL	\$754,370	\$498,608	\$816,737	\$62,419	\$567,494	\$27,073	\$222,170	69.00%
	CAPITAL OUTLAY								
001-09-541-6-6400	CAPITAL OUTLAY	\$42,846	\$0	\$50,000	\$0	\$48,501	\$0	\$1,499	97.00%
001-09-541-6-6401	Vehicle purchase	\$185,723	\$173,167	\$0	\$0	\$0	\$0	\$0	0.00%
001-09-541-6-6431	PAVING ROAD RENOVATIONS	\$0	\$0	\$885,525	\$0	\$0	\$0	\$885,525	0.00%
001-09-541-6-6453	RIVER ST RETAINING WALL	\$0	\$0	\$128,338	\$0	\$0	\$0	\$128,338	0.00%
	TOTAL	\$228,569	\$173,167	\$1,063,863	\$0	\$48,501	\$0	\$1,015,362	5.00%
	DEBT SERVICE								
001-09-517-7-7132	PRINCIPAL-N TIF ROAD RECONSTR	\$11,918	\$11,918	\$12,352	\$0	\$12,133	\$0	\$219	98.22%
001-09-517-7-7133	PRINCIPAL- AMERIS LOAN #281 LI	\$29,429	\$16,349	\$38,742	\$17,313	\$34,112	\$0	\$4,630	88.04%
001-09-517-7-7134	PRINCIPAL PUBLIC WORKS BLDG	\$6,638	\$0	\$12,788	\$0	\$0	\$0	\$12,788	0.00%
001-09-517-7-7135	PRNCIPAL - ROAD PAVING LOAN	\$0	\$0	\$37,636	\$0	\$0	\$0	\$37,636	0.00%
001-09-517-7-7232	INTEREST-N TIF ROAD RECONSTR	\$8,983	\$3,798	\$6,541	\$0	\$3,800	\$0	\$2,741	58.09%
001-09-517-7-7233	INTEREST - AMERIS LOAN #281 LI	\$14,094	\$5,108	\$8,775	\$4,144	\$8,801	\$0	-\$26	100.30%
001-09-517-7-7234	INTEREST PUBLIC WORKS BLDG	\$11,368	\$0	\$21,902	\$0	\$11,533	\$0	\$10,369	52.65%
001-09-517-7-7235	INTEREST - ROAD PAVING LOAN	\$0	\$0	\$28,976	\$0	\$0	\$0	\$28,976	0.00%
	TOTAL	\$82,430	\$37,173	\$167,712	\$21,457	\$70,380	\$0	\$97,332	42.00%
	TRANSFERS								
001-09-541-9-9104	REIMB FLEET MAINTENANCE	\$13,034	\$9,776	\$18,990	\$1,583	\$14,243	\$0	\$4,748	75.00%
	TOTAL	\$13,034	\$9,776	\$18,990	\$1,583	\$14,243	\$0	\$4,748	75.00%
	DEPARTMENT TOTAL	\$1,491,708	\$973,142	\$2,587,002	\$125,627	\$1,062,168	\$27,073	\$1,497,760	41.00%
	CEMETERY								
	PERSONNEL SERVICES								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
OPERATING EXPENSES									
001-14-569-3-3100	PROFESSIONAL SERVICES	\$10,550	\$4,354	\$10,972	\$65	\$3,724	\$90	\$7,158	33.94%
001-14-569-3-3440	TREE REMOVAL	\$30,000	\$1,000	\$31,200	\$0	\$2,700	\$0	\$28,500	8.65%
001-14-569-3-4100	COMMUNICATIONS SERVICES	\$2,300	\$1,598	\$2,385	\$315	\$1,727	\$0	\$658	72.40%
001-14-569-3-4320	ELECTRICITY	\$4,000	\$3,125	\$4,160	\$468	\$3,394	\$0	\$766	81.58%
001-14-569-3-4330	CREDIT CARD FEES	\$1,000	\$188	\$1,040	\$0	\$153	\$0	\$887	14.66%
001-14-569-3-4610	BUILDING MAINTENANCE	\$10,000	\$420	\$10,400	\$2,588	\$2,808	\$2,266	\$5,325	27.00%
001-14-569-3-4650	GROUNDS MAINTENANCE	\$84,000	\$21,400	\$64,250	\$5,250	\$45,650	\$5,250	\$13,350	71.05%
001-14-569-3-5100	OFFICE SUPPLIES	\$1,000	\$92	\$1,040	\$0	\$31	\$0	\$1,009	2.94%
001-14-569-3-5230	JANITORIAL SUPPLIES	\$500	\$197	\$520	\$0	\$0	\$0	\$520	0.00%
001-14-569-3-5250	SMALL TOOLS	\$1,000	\$0	\$1,040	\$0	\$0	\$0	\$1,040	0.00%
001-14-569-3-5270	CHEMICALS & FERTILIZER	\$5,000	\$0	\$5,200	\$0	\$0	\$0	\$5,200	0.00%
001-14-569-3-5280	OPERATING SUPPLIES	\$3,000	\$233	\$3,120	\$168	\$1,762	\$81	\$1,277	56.47%
TOTAL		\$152,350	\$32,606	\$135,327	\$8,854	\$61,949	\$7,687	\$65,691	46.00%
CAPITAL OUTLAY									
TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
DEPARTMENT TOTAL		\$152,350	\$32,606	\$135,327	\$8,854	\$61,949	\$7,687	\$65,691	46.00%
CULTURAL SERVICES									
PERSONNEL SERVICES									
001-03-573-1-1200	REGULAR SALARIES	\$32,964	\$25,396	\$56,043	\$2,414	\$28,840	\$0	\$27,203	51.46%
001-03-573-1-1210	ACCRUED SALARIES	\$0	-\$749	\$0	\$0	\$0	\$0	\$0	0.00%
001-03-573-1-1400	OVERTIME	\$1,575	\$2,853	\$1,638	\$95	\$1,605	\$0	\$33	97.97%
001-03-573-1-2100	FICA TAX EXPENSE	\$2,642	\$2,052	\$4,413	\$192	\$2,262	\$0	\$2,151	51.25%
001-03-573-1-2200	RETIREMENT EXPENSE	\$10,153	\$8,657	\$17,708	\$770	\$9,303	\$0	\$8,405	52.53%
001-03-573-1-2300	HEALTH AND LIFE INSURANCE	\$21,929	\$10,526	\$15,532	\$0	\$10,416	\$0	\$5,116	67.06%
TOTAL		\$69,263	\$48,734	\$95,334	\$3,471	\$52,426	\$0	\$42,908	55.00%
OPERATING EXPENSES									
001-03-573-3-3100	PROFESSIONAL SERVICES	\$2,569	\$585	\$4,960	\$211	\$274	\$0	\$4,686	5.52%
001-03-573-3-3120	PRE-EMPLOYMENT EXPENSE	\$0	\$0	\$200	\$0	\$0	\$55	\$145	0.00%
001-03-573-3-4020	SCHOOLING CONFERENCES	\$0	\$0	\$1,500	\$0	\$63	\$0	\$1,437	4.17%
001-03-573-3-4100	COMMUNICATION SERVICES	\$972	\$727	\$3,210	\$75	\$683	\$0	\$2,527	21.26%
001-03-573-3-4400	RENTALS AND LEASES	\$900	\$300	\$936	\$33	\$300	\$100	\$537	32.00%
001-03-573-3-4610	MAINTENANCE-BRONSON HOUSE	\$37,000	\$8,767	\$6,000	\$275	-\$725	\$34	\$6,690	-12.07%
001-03-573-3-4611	MAINTENANCE-PUTNAM CO HIST S	\$2,000	\$0	\$2,600	\$0	\$0	\$0	\$2,600	0.00%
001-03-573-3-4612	MAINTENANCE-ST JOHNS RIVER CI	\$6,000	\$862	\$1,240	\$0	\$95	\$0	\$1,145	7.67%
001-03-573-3-4613	MAINTENANCE-LARIMER ARTS CEN	\$5,000	\$3,939	\$5,200	\$0	\$2,308	\$0	\$2,892	44.38%
001-03-573-3-4614	MAINTENANCE-TILGHMAN HOUSE	\$400	\$25	\$416	\$26	\$149	\$26	\$241	35.92%
001-03-573-3-4615	MAINTENANCE-TRAIN DEPOT	\$12,000	\$1,416	\$16,200	\$0	\$4,535	\$31	\$11,634	27.99%
001-03-573-3-4616	MAINTENANCE-WATERWORKS	\$5,000	\$2,100	\$5,200	\$0	\$0	\$0	\$5,200	0.00%
001-03-573-3-4617	HAMMOCK HALL-MAINTENANCE	\$300	\$26	\$0	\$0	\$0	\$0	\$0	0.00%
001-03-573-3-4618	MAINTENANCE-WILLARD COOPER	\$1,000	\$0	\$40,000	\$0	\$0	\$24,192	\$15,808	0.00%
001-03-573-3-4619	MAINTENANCE TERMINAL BUILDING	\$500	\$160	\$1,000	\$0	\$80	\$0	\$920	8.00%
001-03-573-3-4800	ADVERTISING	\$500	\$0	\$520	\$0	\$0	\$0	\$520	0.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-03-573-3-4910	SPECIAL EVENT-ST JOHNS RIVER C	\$7,000	\$1,348	\$26,800	\$2,765	\$20,149	\$2,333	\$4,318	75.18%
001-03-573-3-4911	FIELD TRIPS-ST JOHNS RIVER CEN	\$500	\$0	\$520	\$0	\$0	\$0	\$520	0.00%
001-03-573-3-5000	FINES & FEES	\$100	\$0	\$104	\$0	\$0	\$0	\$104	0.00%
001-03-573-3-5222	MERCHANDISE-ST JOHNS RIVER C	\$1,500	\$0	\$1,560	\$0	\$0	\$0	\$1,560	0.00%
001-03-573-3-5230	JANITORIAL SUPPLIES	\$1,000	\$837	\$1,040	\$0	\$376	\$0	\$664	36.12%
001-03-573-3-5260	UNIFORMS	\$200	\$90	\$208	\$0	\$0	\$0	\$208	0.00%
001-03-573-3-5280	OPERATING-BRONSON HOUSE	\$9,000	\$6,171	\$9,360	\$649	\$7,880	\$356	\$1,125	84.18%
001-03-573-3-5281	OPERATING-PUTNAM CO HIST SOC	\$500	\$0	\$520	\$0	\$0	\$0	\$520	0.00%
001-03-573-3-5282	OPERATING-ST JOHNS RIVER CEN	\$9,000	\$6,897	\$3,360	\$997	\$5,504	\$125	-2,268.74	163.80%
001-03-573-3-5283	OPERATING-LARIMER ARTS CENTE	\$500	\$0	\$520	\$0	\$200	\$0	\$320	38.46%
001-03-573-3-5286	OPERATING-WATERWORKS	\$7,200	\$5,072	\$5,200	\$795	\$4,996	\$28	\$176	96.07%
001-03-573-3-5289	OPERATING-TERMINAL BUILDING	\$2,000	\$1,584	\$2,080	\$172	\$1,533	\$0	\$547	73.69%
001-03-573-3-5290	HOLIDAY EVENT - Jingle Jam	\$251	\$242	\$0	\$0	\$0	\$0	\$0	0.00%
	TOTAL	\$112,892	\$41,147	\$140,454	\$5,997	\$48,399	\$27,280	\$64,775	34.00%
001-03-573-6-6400	CAPITAL OUTLAY	\$0	\$0	\$30,000	\$0	\$0	\$0	\$30,000	0.00%
	TOTAL	\$0	\$0	\$30,000	\$0	\$0	\$0	\$30,000	0.00%
	DEPARTMENT TOTAL	\$182,155	\$89,882	\$265,788	\$9,469	\$100,825	\$27,280	\$137,684	38.00%
	RECREATION								
001-06-572-1-1100	PERSONNEL SERVICES								
001-06-572-1-1200	EXECUTIVE SALARIES	\$68,221	\$48,403	\$72,618	\$5,942	\$52,837	\$0	\$19,781	72.76%
001-06-572-1-1210	REGULAR SALARIES	\$72,626	\$44,512	\$122,123	\$7,254	\$47,354	\$0	\$74,769	38.77%
001-06-572-1-1210	ACCRUED SALARIES	\$0	-2,331.00	\$0	\$0	\$0	\$0	\$0	0.00%
001-06-572-1-1400	OVERTIME	\$1,575	\$347	\$1,638	\$1,482	\$1,771	\$0	-\$133	108.09%
001-06-572-1-2100	FICA EXPENSE	\$10,895	\$6,568	\$15,023	\$1,072	\$7,347	\$0	\$7,676	48.90%
001-06-572-1-2200	RETIREMENT EXPENSE	\$43,381	\$25,826	\$60,288	\$4,506	\$28,981	\$0	\$31,307	48.07%
001-06-572-1-2300	HEALTH AND LIFE INSURANCE	\$44,612	\$33,124	\$48,813	\$5,088	\$37,919	\$0	\$10,894	77.68%
	TOTAL	\$241,310	\$156,448	\$320,503	\$25,345	\$176,208	\$0	\$144,295	55.00%
001-06-572-3-3100	OPERATING EXPENSES								
001-06-572-3-3120	PROFESSIONAL SERVICES	\$3,112	\$1,177	\$7,060	\$0	\$749	\$300	\$6,011	10.60%
001-06-572-3-4020	PRE-EMPLOYMENT EXPENSE	\$900	\$255	\$500	\$0	\$157	\$0	\$343	31.48%
001-06-572-3-4100	SCHOOLING/CONFERENCES	\$2,500	\$320	\$3,500	\$0	\$125	\$0	\$3,375	3.58%
001-06-572-3-4310	COMMUNICATIONS SERVICES	\$1,440	\$1,026	\$2,508	\$78	\$684	\$0	\$1,824	27.27%
001-06-572-3-4310	NATURAL GAS	\$1,700	\$353	\$1,768	\$0	\$0	\$0	\$1,768	0.00%
001-06-572-3-4320	ELECTRICITY	\$3,000	\$888	\$3,120	\$0	\$0	\$0	\$3,120	0.00%
001-06-572-3-4322	ELECTRICITY-FRED GREEN PARK	\$1,500	\$1,073	\$1,560	\$148	\$1,134	\$0	\$426	72.71%
001-06-572-3-4325	ELECTRICITY-FORRESTER FIELD	\$500	\$231	\$520	\$33	\$304	\$0	\$216	58.54%
001-06-572-3-4326	ELECTRICITY-SHAW BUCK RECRE/	\$500	\$205	\$520	\$28	\$229	\$0	\$291	43.96%
001-06-572-3-4329	ELECTRICITY-BOOKER PARK	\$1,200	\$634	\$1,248	\$102	\$630	\$0	\$618	50.50%
001-06-572-3-4330	CREDIT CARD FEES-REC	\$300	\$134	\$312	\$0	\$261	\$0	\$51	83.67%
001-06-572-3-4400	RENTALS AND LEASES	\$800	\$300	\$832	\$33	\$300	\$100	\$432	36.02%
001-06-572-3-4510	INSURANCE CLAIMS REIMBURSABI	\$0	\$8,420	\$0	\$0	\$0	\$0	\$0	0.00%
001-06-572-3-4610	BUILDING MAINTENANCE	\$10,000	\$1,567	\$2,500	\$0	\$1,724	\$0	\$776	68.96%
001-06-572-3-4620	EQUIPMENT MAINTENANCE	\$1,000	\$0	\$1,040	\$0	\$0	\$0	\$1,040	0.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-06-572-3-4630	VEHICLE MAINTENANCE	\$2,000	\$1,510	\$2,080	\$45	\$801	\$71	\$1,208	38.50%
001-06-572-3-4651	MAINTENANCE-FRED GREEN PARK	\$15,667	\$9,412	\$17,294	\$1,046	\$9,412	\$3,138	\$4,744	54.42%
001-06-572-3-4653	MAINTENANCE-BOOKER PARK	\$15,667	\$9,870	\$17,294	\$1,046	\$9,691	\$3,138	\$4,465	56.03%
001-06-572-3-4654	MAINTENANCE-FORRESTER FIELD	\$14,000	\$9,412	\$15,460	\$1,046	\$9,412	\$3,138	\$2,910	60.87%
001-06-572-3-4655	MAINTENANCE-SHAW BUCK RECRE	\$15,667	\$9,412	\$17,294	\$1,046	\$9,412	\$3,138	\$4,744	54.42%
001-06-572-3-4700	PRINTING AND BINDING	\$1,090	\$1,015	\$1,500	\$148	\$148	\$0	\$1,352	9.84%
001-06-572-3-5000	FEES & FINES	\$100	\$155	\$104	\$45	\$211	\$0	-\$107	203.33%
001-06-572-3-5100	OFFICE SUPPLIES	\$500	\$77	\$520	\$0	\$0	\$0	\$520	0.00%
001-06-572-3-5210	GAS AND LUBRICANTS	\$2,910	\$1,907	\$3,640	\$142	\$1,476	\$0	\$2,164	40.56%
001-06-572-3-5230	JANITORIAL SUPPLIES	\$600	\$477	\$624	\$0	\$447	\$0	\$177	71.61%
001-06-572-3-5260	UNIFORMS	\$500	\$90	\$520	\$0	\$0	\$0	\$520	0.00%
001-06-572-3-5270	CHEMICALS & FERTILIZER	\$1,000	\$0	\$1,040	\$0	\$0	\$0	\$1,040	0.00%
001-06-572-3-5280	OPERATING SUPPLIES	\$3,690	\$2,309	\$12,838	\$1,269	\$3,970	\$927	\$7,941	30.92%
001-06-572-3-5281	PROGRAMS	\$12,388	\$6,979	\$10,400	\$187	\$1,120	\$248	\$9,032	10.77%
	TOTAL	\$114,231	\$69,204	\$127,596	\$6,440	\$52,397	\$14,198	\$61,001	41.00%
	CAPITAL OUTLAY								
001-06-572-6-6450	CAPITAL IMPROVEMENT	\$164,500	\$0	\$64,500	\$0	\$0	\$0	\$64,500	0.00%
001-06-572-8-5200	Libra Philanthropies Foundatio	\$15,000	\$0	\$4,250	\$0	\$1,374	\$528	\$2,348	32.31%
	TOTAL	\$179,500	\$0	\$68,750	\$0	\$1,374	\$528	\$66,848	2.00%
	DEPARMENT	\$535,041	\$225,652	\$516,849	\$31,785	\$229,979	\$14,726	\$272,144	44.00%
	PARKS								
	PERSONNEL SERVICES								
001-15-572-1-1200	REGULAR SALARIES	\$98,550	\$40,121	\$105,105	\$5,105	\$45,429	\$0	\$59,676	43.22%
001-15-572-1-1210	ACCRUED SALARIES	\$0	-\$1,110.01	\$0	\$0	\$0	\$0	\$0	0.00%
001-15-572-1-1400	OVERTIME	\$6,300	\$2,335	\$6,552	\$0	\$2,069	\$0	\$4,483	31.57%
001-15-572-1-2100	FICA TAX EXPENSE	\$8,021	\$3,161	\$8,542	\$391	\$3,618	\$0	\$4,924	42.35%
001-15-572-1-2200	RETIREMENT EXPENSE	\$30,354	\$12,982	\$34,279	\$1,567	\$14,379	\$0	\$19,900	41.94%
001-15-572-1-2300	HEALTH AND LIFE INSURANCE	\$35,525	\$8,299	\$12,895	\$3	\$2,780	\$0	\$10,115	21.55%
	TOTAL	\$178,750	\$65,788	\$167,373	\$7,067	\$68,274	\$0	\$99,099	41.00%
	OPERATING EXPENSES								
001-15-572-3-3100	PROFESSIONAL SERVICES	\$30,000	\$13,127	\$32,440	\$218	\$4,572	\$3,938	\$26,930	14.09%
001-15-572-3-3120	PRE-EMPLOYMENT EXPENSE	\$1,000	\$150	\$1,040	\$0	\$150	\$0	\$890	14.37%
001-15-572-3-3440	TREE REMOVAL	\$15,000	\$0	\$15,600	\$0	\$8,415	\$0	\$7,185	53.94%
001-15-572-3-4020	TRAINING, SCHOOLING, ETC	\$3,000	\$820	\$3,120	\$0	\$125	\$0	\$2,995	4.01%
001-15-572-3-4100	COMMUNICATIONS SERVICES	\$1,400	\$826	\$1,456	\$459	\$1,329	\$0	\$127	91.29%
001-15-572-3-4310	NATURAL GAS	\$200	\$153	\$208	\$16	\$148	\$0	\$60	70.91%
001-15-572-3-4321	DOWNTOWN/RIVERFRONT ELECTRI	\$10,000	\$7,550	\$10,400	\$1,350	\$8,252	\$0	\$2,148	79.34%
001-15-572-3-4323	ELECTRICITY-HANK BRYAN PARK	\$5,000	\$228	\$5,200	\$28	\$230	\$825	\$4,145	4.41%
001-15-572-3-4400	RENTALS AND LEASES	\$3,000	\$0	\$3,120	\$0	\$0	\$0	\$3,120	0.00%
001-15-572-3-4610	BUILDING MAINTENANCE	\$1,500	\$11	\$1,560	\$0	\$477	\$0	\$1,083	30.56%
001-15-572-3-4620	EQUIPMENT MAINTENANCE	\$10,000	\$855	\$10,400	\$259	\$1,508	\$236	\$8,656	14.49%
001-15-572-3-4630	VEHICLE MAINTENANCE	\$5,000	\$4,054	\$5,200	\$200	\$200	\$2,315	\$2,685	3.84%
001-15-572-3-4651	MAINTENANCE-FRED GREEN PARK	\$4,000	\$357	\$10,000	\$0	\$43	\$0	\$9,957	0.42%
001-15-572-3-4652	MAINTENANCE-HANK BRYAN PARK	\$12,000	\$10,571	\$11,500	\$495	\$6,782	\$0	\$1,718	58.97%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-15-572-3-4653	MAINTENANCE-BOOKER PARK	\$11,000	\$5,381	\$10,000	\$384	\$384	\$6,500	\$3,116	3.83%
001-15-572-3-4654	MAINTENANCE-FORRESTER FIELD	\$6,000	\$18	\$6,240	\$0	\$0	\$0	\$6,240	0.00%
001-15-572-3-4655	MAINTENANCE-SHAW BUCK RECRI	\$1,000	\$0	\$13,600	\$0	\$13	\$3,867	\$9,721	0.09%
001-15-572-3-4656	MAINTENANCE-WESTOVER PARK	\$6,000	\$0	\$2,640	\$0	\$0	\$0	\$2,640	0.00%
001-15-572-3-4657	MAINTENANCE-PLAYGROUND 12TH	\$2,000	\$1,800	\$6,240	\$384	\$384	\$0	\$5,856	6.15%
001-15-572-3-4658	MAINTENANCE - RIVERFRONT	\$50,000	\$43,087	\$73,000	\$573	\$27,607	\$4,462	\$40,931	37.81%
001-15-572-3-4659	MAINTENANCE-EDGEMOORE & HU	\$6,000	\$0	\$6,240	\$0	\$0	\$0	\$6,240	0.00%
001-15-572-3-4662	DOWNTOWN MAINTENANCE & LIG	\$10,000	\$1,688	\$10,400	\$60	\$60	\$0	\$10,340	0.57%
001-15-572-3-4663	MAINTENANCE-BIKE TRAIL	\$500	\$0	\$520	\$0	\$0	\$0	\$520	0.00%
001-15-572-3-5100	OFFICE SUPPLIES	\$1,000	\$543	\$1,040	\$0	\$750	\$0	\$290	72.07%
001-15-572-3-5210	GAS AND LUBRICANTS	\$3,000	\$44	\$3,120	\$0	\$0	\$0	\$3,120	0.00%
001-15-572-3-5230	JANITORIAL SUPPLIES	\$1,000	\$710	\$1,040	\$0	\$905	\$0	\$135	87.00%
001-15-572-3-5250	SMALL TOOLS	\$9,825	\$518	\$10,218	\$0	\$3,763	\$0	\$6,455	36.82%
001-15-572-3-5260	UNIFORMS	\$2,000	\$0	\$2,080	\$0	\$0	\$0	\$2,080	0.00%
001-15-572-3-5270	CHEMICALS & FERTILIZER	\$5,000	\$0	\$5,200	\$0	\$0	\$0	\$5,200	0.00%
001-15-572-3-5280	OPERATING SUPPLIES	\$16,000	\$7,668	\$10,400	\$105	\$2,061	\$0	\$8,339	19.82%
001-15-572-3-5283	INMATE OPERATING SUPPLIES	\$3,000	\$2,973	\$3,120	\$2,325	\$3,110	\$0	\$10	99.69%
001-15-572-3-5400	MEMBR,SUBSCRIPT,DUES	\$1,000	\$0	\$1,040	\$0	\$0	\$0	\$1,040	0.00%
TOTAL		\$235,425	\$103,133	\$277,382	\$6,856	\$71,267	\$22,143	\$183,973	26.00%
CAPITAL OUTLAY									
001-15-572-6-6310	PARK IMPROVEMENT EXPENSE	\$129,000	\$110,801	\$344,000	\$0	\$0	\$0	\$110,000	0.00%
001-15-572-6-6400	CAPITAL OUTLAY	\$13,994	\$0	\$50,000	\$0	\$21,257	\$13,454	\$15,289	42.51%
001-15-572-6-6403	SPLASH PAD	\$0	\$0	\$234,000	\$0	\$0	\$2,000	\$373,000	0.00%
001-15-572-6-6450	CAPITAL IMPROVEMENTS	\$26,500	\$20,791	\$27,560	\$0	\$12,952	\$0	\$14,608	46.99%
TOTAL		\$169,494	\$131,592	\$655,560	\$0	\$34,209	\$15,454	\$512,897	5.00%
DEBT SERVICE									
001-15-517-7-7101	PRINCIPAL PUBLIC WORKS BLDG	\$6,638	\$0	\$12,788	\$0	\$0	\$0	\$12,788	0.00%
001-15-517-7-7201	INTEREST PUBLIC WORKS BLDG	\$11,368	\$0	\$21,966	\$0	\$11,533	\$0	\$10,433	52.50%
TOTAL		\$18,006	\$0	\$34,754	\$0	\$11,533	\$0	\$23,221	33.00%
TRANSFERS									
001-15-572-9-9104	REIMB FLEET MAINTENCE	\$13,034	\$9,776	\$18,990	\$1,583	\$14,243	\$0	\$4,748	75.00%
TOTAL		\$13,034	\$9,776	\$18,990	\$1,583	\$14,243	\$0	\$4,748	75.00%
DEPARTMENT TOTAL		\$614,709	\$310,288	\$1,154,059	\$15,505	\$199,526	\$37,597	\$823,936	17.00%
PRICE MARTIN CENTER									
OPERATING EXPENSES									
001-26-579-3-4100	COMMUNICATIONS SERVICES	\$1,070	\$771	\$832	\$191	\$847	\$0	-\$15	101.82%
001-26-579-3-4310	NATURAL GAS	\$800	\$593	\$832	\$60	\$543	\$0	\$289	65.23%
001-26-579-3-4320	ELECTRICITY	\$12,000	\$9,582	\$12,480	\$1,564	\$11,059	\$0	\$1,421	88.61%
001-26-579-3-4610	BUILDING MAINTENANCE	\$9,730	\$3,816	\$10,400	\$45	\$2,972	\$1,281	\$6,147	28.57%
001-26-579-3-4620	EQUIPMENT MAINTENANCE	\$3,000	\$1,092	\$3,120	\$100	\$1,197	\$400	\$1,523	38.36%
001-26-579-3-4650	GROUNDS MAINTENANCE	\$500	\$0	\$520	\$0	\$0	\$0	\$520	0.00%
001-26-579-3-4680	STORM CLEANUP	\$500	\$0	\$520	\$0	\$0	\$0	\$520	0.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
001-26-579-3-5230	JANITORIAL SUPPLIES	\$500	\$249	\$520	\$0	\$0	\$0	\$520	0.00%
001-26-579-3-5280	OPERATING SUPPLIES	\$500	\$77	\$520	\$0	\$0	\$0	\$520	0.00%
	TOTAL	\$28,600	\$16,181	\$29,744	\$1,960	\$16,618	\$1,681	\$11,445	56.00%
	CAPITAL OUTLAY								
001-26-579-6-6400	CAPITAL OUTLAY	\$0	\$0	\$5,000	\$0	\$2,500	\$0	\$2,500	50.00%
	TOTAL	\$0	\$0	\$5,000	\$0	\$2,500	\$0	\$2,500	50.00%
	DEPARTMENT TOTAL	\$28,600	\$16,181	\$34,744	\$1,960	\$19,118	\$1,681	\$13,945	55.00%
	WATER TAXIS								
	OPERATING EXPENSES								
001-27-549-3-4500	LIABILITY INSURANCE	\$27,629	\$36,252	\$36,110	\$5,862	\$42,922	\$0	-6,811.61	118.86%
001-27-549-3-4610	TAXI TERMINAL BUILDING EXPENSI	\$0	\$42	\$9,465	\$1,650	\$9,244	\$392	-\$171	97.66%
001-27-549-3-4630	RIVERBOAT MAINTENANCE	\$37,000	\$8,078	\$32,480	\$4,097	\$26,960	\$5,506	\$14	83.00%
001-27-549-3-4680	STORM CLEANUP/REPAIR	\$0	\$0	\$0	\$0	\$1,392	\$0	-\$1,392.11	0.00%
001-27-549-3-5000	FINES & FEES	\$500	\$39	\$520	\$0	\$0	\$0	\$520	0.00%
	TOTAL	\$65,129	\$44,410	\$78,575	\$11,609	\$80,518	\$5,898	-7,840.81	102.00%
	CAPITAL OUTLAY								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	DEPARTMENT TOTAL	\$65,129	\$44,410	\$78,575	\$11,609	\$80,518	\$5,898	-7,840.81	102.00%
	JENKINS GYMNASIUM								
	PERSONNEL SERVICES								
	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	OPERATING EXPENSES								
001-40-572-3-3100	PROFESSIONAL SERVICES	\$13,500	\$10,110	\$14,684	\$305	\$7,693	\$140	\$6,207	52.38%
001-40-572-3-4100	COMMUNICATION SERVICES	\$500	\$413	\$650	\$648	\$1,298	\$0	-\$648	199.63%
001-40-572-3-4320	ELECTRICITY	\$20,000	\$8,605	\$20,800	\$2,022	\$14,492	\$0	\$6,308	69.67%
001-40-572-3-4500	LIABILITY INSURANCE	\$9,600	\$8,627	\$12,547	\$2,931	\$11,724	\$0	\$823	93.43%
001-40-572-3-4610	BUILDING MAINTENANCE	\$35,000	\$11,421	\$25,000	\$106	\$9,281	\$6,481	\$9,238	37.12%
001-40-572-3-4650	GROUNDS MAINTENANCE	\$0	\$0	\$5,200	\$0	\$3,000	\$29	\$2,171	57.69%
001-40-572-3-5230	JANITORIAL SUPPLIES	\$1,000	\$668	\$2,000	\$0	\$1,498	\$402	\$100	74.89%
001-40-572-3-5280	OPERATING SUPPLIES	\$2,000	\$928	\$8,500	\$204	\$3,762	\$551	\$4,187	44.25%
	TOTAL	\$81,600	\$40,773	\$89,381	\$6,217	\$52,747	\$7,603	\$28,387	59.00%
	CAPITAL OUTLAY								
001-40-572-6-6400	CAPITAL OUTLAY	\$0	\$0	\$15,000	\$0	\$0	\$0	\$15,000	0.00%
	TOTAL	\$0	\$0	\$15,000	\$0	\$0	\$0	\$15,000	0.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
DEPARTMENT		\$81,600	\$40,773	\$104,381	\$6,217	\$52,747	\$7,603	\$43,387	51.00%
TRANSFERS									
001-81-581-9-9130	TRANSFER TO TIF	\$346,243	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
001-81-581-9-9140	TRANSFER TO GOLF FUND	\$53,700	\$40,275	\$38,647	\$3,221	\$28,985	\$0	\$9,662	74.99%
001-81-581-9-9150	TRANSFER TO BETTER PLACE FUN	\$307,470	\$0	\$186,202	\$0	\$46,550	\$0	\$139,652	24.99%
001-81-581-9-9160	TRANSFER TO AIRPORT FUND	\$284,340	\$213,255	\$284,340	\$23,695	\$213,255	\$0	\$71,085	75.00%
001-81-581-9-9180	TRANSFER TO ARPA	\$0	\$-4,881.30	\$0	\$0	\$0	\$0	\$0	0.00%
DEPARTMENT TOTAL		\$991,753	\$248,649	\$509,189	\$26,916	\$288,791	\$0	\$220,398	57.00%
CONTINGENCIES									
DEPARTMENT TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
TOTAL EXPENDITURES		\$17,517,384	\$11,346,208	\$20,741,853	\$1,630,521	\$12,859,858	\$1,027,369	\$6,854,626	62.00%
RESERVES									
001-83-581-9-9900	OPERATING CASH RESERVE	\$2,141,003	\$0	\$2,151,003	\$0	\$0	\$0	\$2,151,003	0.00%
001-83-581-9-9901	EVIDENCE FUND RESERVE	\$7,282	\$0	\$7,282	\$0	\$0	\$0	\$7,282	0.00%
001-83-581-9-9902	LOT DEMOLITION/CLEANUP RESER	\$22,075	\$0	\$22,075	\$0	\$0	\$0	\$22,075	0.00%
001-83-581-9-9909	SPECIAL CEMETERY RESERVE	\$118,889	\$0	\$118,889	\$0	\$0	\$0	\$118,889	0.00%
001-83-581-9-9910	SPECIAL POLICE RESERVE	\$61,271	\$0	\$61,271	\$0	\$0	\$0	\$61,271	0.00%
001-83-581-9-9912	HAND GUN CLASSES RESERVE	\$7,637	\$0	\$7,637	\$0	\$0	\$0	\$7,637	0.00%
001-83-581-9-9913	FIRE PUBLIC EDUCATION RESERVE	\$24,937	\$0	\$24,937	\$0	\$0	\$0	\$24,937	0.00%
001-83-581-9-9921	LANDSCAPING CODE FEE RESERV	\$61,663	\$0	\$61,663	\$0	\$0	\$0	\$61,663	0.00%
001-83-581-9-9922	INSURANCE RESERVE BUDGET AC	\$624,444	\$0	\$624,444	\$0	\$0	\$0	\$624,444	0.00%
001-83-581-9-9923	PARKS BANK ACCT- DONATIONS	\$284	\$0	\$284	\$0	\$0	\$0	\$284	0.00%
001-83-581-9-9924	POLICE I&E ACCOUNT	\$7,523	\$0	\$7,523	\$0	\$0	\$0	\$7,523	0.00%
001-83-581-9-9925	FIRE CAPITAL REPLACEMENT RESI	\$88,000	\$0	\$88,000	\$0	\$0	\$0	\$88,000	0.00%
DEPARTMENT TOTAL		\$3,165,008	\$0	\$3,175,008	\$0	\$0	\$0	\$3,175,008	0.00%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES		\$20,682,393	\$11,346,208	\$23,916,861	\$1,630,521	\$12,859,858	\$1,027,369	\$10,029,634	54.00%
GENERAL FUND									

AIRPORT FUND

AIRPORT REVENUES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6

FEDERAL GRANTS									
005-00-389-2-8109	FAA West Taxiways & Apron Fed	\$755,061	\$724,539	\$17,000	\$0	\$0		\$17,000	0.00%
005-00-389-2-8110	Fed FAA Taxiway "E"cho	\$193,590	\$31,085	\$131,925	\$0	\$85,440		\$46,485	64.76%
005-00-389-2-8932	FAA AIRPORT AGIS SURVEY & MAP	\$0	\$0	\$137,025	\$0	\$91,712		\$45,313	66.93%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
TOTAL		\$948,651	\$755,624	\$285,950	\$0	\$177,152		\$108,798	62.00%
STATE GRANTS									
005-00-389-3-7500	FDOT MASTER PLAN APD49	\$0	\$0	\$285,000	\$0	\$44,501		\$240,499	15.61%
005-00-389-3-8000	RCO LEASE (BEACON GRANT)	\$0	\$513	\$0	\$0	\$342		-\$342	0.00%
005-00-389-3-8906	FDOT GRANT OBSTRUCTION/TREE	\$0	\$0	\$0	\$0	\$25,314	-25,314.03		0.00%
005-00-389-3-8920	FDOT Taxiway A WEST, Phase II	\$16,104	\$0	\$0	\$0	\$82,256	-82,256.05		0.00%
005-00-389-3-8921	FDOT FUEL TRUCK PTGA G2340	\$242,000	\$240,000	\$0	\$0	\$0		\$0	0.00%
005-00-389-3-8922	FDOT West Taxilanes & Apron st	\$83,896	\$84,379	\$15,621	\$0	\$82,643	-67,022.42		529.05%
005-00-389-3-8923	FDOT RWY 9 Obstruction Tree Re	\$575,000	\$35,521	\$539,479	\$35,784	\$319,813		\$219,666	59.28%
005-00-389-3-8924	FDOT Wildlife Hazard Assessmen	\$25,000	\$13,655	\$8,600	\$0	\$0		\$8,600	0.00%
005-00-389-3-8925	FDOT Bulk Hangar (W1-3) Apron	\$100,000	\$1,055	\$99,000	\$0	\$0		\$99,000	0.00%
005-00-389-3-8926	FDOT RWY 9/27 EXT feasibility	\$100,000	\$0	\$100,000	\$0	\$0		\$100,000	0.00%
005-00-389-3-8927	FDOT Access Control & Gate Imp	\$100,000	\$3,510	\$104,846	\$0	\$110,526	-5,680.18		105.41%
005-00-389-3-8928	FDOT CORPORATE	\$262,500	\$0	\$262,500	\$0	\$0		\$262,500	0.00%
005-00-389-3-8929	FDOT Emergency Generators	\$250,000	\$0	\$248,000	\$0	\$49,841		\$198,159	20.09%
005-00-389-3-8930	FDOT TAXIWAY 'E'CHO	\$21,510	\$3,454	\$14,660	\$0	\$9,493		\$5,167	64.75%
005-00-389-3-8931	FDOT AIRPORT AGIS SURVEY & MA	\$0	\$0	\$15,225	\$0	\$10,190		\$5,035	66.93%
005-00-389-3-8932	FDOT Airport RW 9/27 E END APP	\$0	\$0	\$500,000	\$0	\$0		\$500,000	0.00%
005-00-389-3-8933	FDOT WILDLIFE HAZARD TRENCH	\$0	\$0	\$600,000	\$0	\$0		\$600,000	0.00%
TOTAL		\$1,776,010	\$382,086	\$2,792,931	\$35,784	\$734,921		\$2,058,010	26.00%
TOTAL GRANTS		\$2,724,661	\$1,137,710	\$3,078,881	\$35,784	\$912,074		\$2,166,807	30.00%
OPERATING REVENUES									
005-00-344-1-1010	100 LL AVIATION FUEL	\$630,000	\$175,554	\$630,000	\$8,020	\$311,743		\$318,257	49.48%
005-00-344-1-1020	JET A AVIATION FUEL	\$400,000	\$142,550	\$400,000	\$7,447	\$174,560		\$225,440	43.63%
005-00-344-1-1030	DONATIONS-FLY-IN EVENT	\$20,000	\$0	\$20,000	\$0	\$0		\$20,000	0.00%
005-00-344-1-1200	TIE DOWN FEES/VEHICLE PARKING	\$4,000	\$3,779	\$4,000	\$1,295	\$5,420	-1,419.75		135.49%
005-00-344-1-1400	VENDING	\$800	\$0	\$800	\$0	\$0		\$800	0.00%
005-00-344-1-1700	AVIATION LUBRICANTS	\$2,000	\$1,254	\$2,000	\$74	\$1,157		\$843	57.83%
005-00-344-1-1800	MERCHANDISE SALES	\$1,000	\$547	\$1,000	\$300	\$1,289		-\$289	128.91%
005-00-362-0-1000	HANGAR RENTALS	\$392,524	\$276,496	\$392,524	\$31,497	\$267,333		\$125,191	68.10%
005-00-362-0-1100	HANGAR MAINT FEE	\$19,200	\$15,700	\$19,200	\$1,550	\$16,040		\$3,160	83.53%
005-00-362-0-2000	LAND LEASE	\$4,000	\$3,740	\$4,000	\$425	\$3,825		\$175	95.62%
005-00-362-0-3000	BUILDING RENTAL	\$20,000	\$12,327	\$20,000	\$1,475	\$11,513		\$8,487	57.56%
TOTAL		\$1,493,524	\$631,946	\$1,493,524	\$52,084	\$792,879		\$700,645	53.00%
OTHER REVENUES									
005-00-364-0-1001	LOSS ON SALE/DISPOSAL OF ASSE	\$0	\$0	\$0	\$0	\$60,825	-60,825.00		0.00%
005-00-365-0-0000	SURPLUS EQUIPMENT-AIRPORT	\$2,250	\$43,400	\$2,250	\$0	\$0		\$2,250	0.00%
005-00-365-0-1001	SURPLUS LAND-SALE	\$0	\$139,458	\$0	\$0	\$0		\$0	0.00%
005-00-369-9-1000	MISCELLANEOUS REVENUES	\$3,500	\$6,400	\$3,500	\$197	\$4,939	-1,438.70		141.10%
005-00-369-9-1001	E-PAYABLES REVENUE SHARE	\$300	\$445	\$300	\$41	\$506		-\$206	168.58%
005-00-369-9-2000	REFUNDS/REIMBURSEMENTS	\$0	\$0	\$0	\$0	\$873		-\$873	0.00%
005-00-369-9-4000	INSURANCE CLAIMS - AIRPORT	\$0	\$0	\$0	\$0	\$4,235	-4,235.00		0.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
	TOTAL	\$6,050	\$189,703	\$6,050	\$238	\$71,377		\$-65,327.20	1180.00%
	TRANSFERS								
005-00-381-0-0000	TRANSFER FROM GENERAL	\$284,340	\$213,255	\$284,340	\$23,695	\$213,255		\$71,085	75.00%
	TOTAL	\$284,340	\$213,255	\$284,340	\$23,695	\$213,255		\$71,085	75.00%
	LOAN PROCEEDS								
	TOTAL	\$0	\$0	\$0	\$0	\$0		\$0	0.00%
	TOTAL REVENUES	\$4,508,575	\$2,172,615	\$4,862,795	\$111,800	\$1,989,585		\$2,873,210	41.00%
	CASH BALANCE FORWARD								
005-00-301-0-0000	OPERATING CASH BALANCE FORM	\$38,155	\$0	\$38,155	\$0	\$0		\$38,155	0.00%
005-00-302-0-0000	SURPLUS LAND BALANCE FORWAF	\$0	\$0	\$169,000	\$0	\$0		\$169,000	0.00%
	TOTAL	\$38,155	\$0	\$207,155	\$0	\$0		\$207,155	0.00%
	TOTAL REV, TRFS & CASH BALANC	\$4,546,730	\$2,172,615	\$5,069,950	\$111,800	\$1,989,585		\$3,080,365	39.00%

AIRPORT EXPENDITURES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6

	PERSONNEL SERVICES								
005-05-542-1-1100	EXECUTIVE SALARIES	\$92,186	\$66,386	\$101,010	\$7,770	\$71,761	\$0	\$29,249	71.04%
005-05-542-1-1200	REGULAR SALARIES	\$177,162	\$104,900	\$173,750	\$13,391	\$135,051	\$0	\$38,699	77.72%
005-05-542-1-1210	ACCRUED SALARIES	\$0	\$-3,936.80	\$0	\$0	\$0	\$0	\$0	0.00%
005-05-542-1-1400	OVERTIME	\$7,350	\$6,879	\$7,644	\$850	\$8,186	\$0	\$-542	107.09%
005-05-542-1-2100	FICA TAX EXPENSE	\$21,167	\$13,173	\$21,604	\$1,636	\$16,016	\$0	\$5,588	74.13%
005-05-542-1-2200	RETIREMENT EXPENSE	\$82,959	\$41,714	\$86,698	\$5,884	\$52,130	\$0	\$34,568	60.12%
005-05-542-1-2300	HEALTH AND LIFE INSURANCE	\$8,364	\$12,393	\$18,463	\$2,664	\$21,017	\$0	\$-2,553.58	113.83%
005-05-542-1-2400	WORKERS COMP	\$5,380	\$7,974	\$7,784	\$1,946	\$9,812	\$0	\$-2,027.82	126.05%
	TOTAL	\$394,568	\$249,483	\$416,953	\$34,140	\$313,973	\$0	\$102,980	75.00%
	OPERATING EXPENSES								
005-05-542-3-3100	PROFESSIONAL SERVICES	\$29,500	\$5,242	\$29,500	\$10	\$8,823	\$40	\$20,637	29.90%
005-05-542-3-3120	PRE-EMPLOYMENT EXPENSE	\$1,000	\$0	\$1,000	\$95	\$245	\$0	\$755	24.45%
005-05-542-3-3200	ACCOUNTING AND AUDITING	\$5,287	\$3,209	\$5,287	\$1,548	\$3,844	\$1,398	\$45	72.71%
005-05-542-3-4020	SCHOOLING, CONFERENCE, ETC	\$5,000	\$341	\$5,000	\$0	\$376	\$1,585	\$3,039	7.52%
005-05-542-3-4100	COMMUNICATIONS SERVICES	\$16,000	\$2,953	\$16,000	\$658	\$2,296	\$0	\$13,704	14.34%
005-05-542-3-4200	POSTAGE AND FREIGHT	\$300	\$0	\$300	\$0	\$0	\$0	\$300	0.00%
005-05-542-3-4310	NATURAL GAS	\$1,000	\$677	\$1,000	\$0	\$739	\$0	\$261	73.85%
005-05-542-3-4315	UTILITIES-WATER	\$8,000	\$6,095	\$8,000	\$672	\$5,281	\$0	\$2,719	66.01%
005-05-542-3-4320	ELECTRICITY	\$20,000	\$17,282	\$20,000	\$3,076	\$20,653	\$0	\$-653	103.26%
005-05-542-3-4330	CREDIT CARD FEES	\$30,000	\$35	\$30,000	\$0	\$0	\$0	\$30,000	0.00%
005-05-542-3-4400	RENTALS AND LEASES	\$11,700	\$10,820	\$11,700	\$36	\$320	\$107	\$11,273	2.73%
005-05-542-3-4500	LIABILITY INSURANCE	\$67,754	\$71,309	\$84,083	\$21,050	\$91,339	\$0	\$-7,256.24	108.62%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
005-05-542-3-4510	INSURANCE CLAIMS REIMBURSABI	\$0	\$0	\$0	\$0	\$17,164	\$0	-17,163.50	0.00%
005-05-542-3-4610	BUILDING MAINTENANCE	\$25,000	\$7,290	\$34,950	\$1,712	\$23,504	\$1,400	\$96	67.24%
005-05-542-3-4615	HANGAR MAINTENANCE	\$30,000	\$471	\$30,000	\$0	\$10,610	\$941	\$18,448	35.36%
005-05-542-3-4620	EQUIPMENT/FIELD MAINTENANCE	\$28,500	\$16,741	\$40,648	\$8,697	\$31,759	\$4,901	\$3,988	78.13%
005-05-542-3-4630	VEHICLE MAINTENANCE	\$5,000	\$1,382	\$5,000	\$0	\$413	\$425	\$4,162	8.26%
005-05-542-3-4650	GROUNDS LANDSCAPING	\$56,000	\$34,365	\$56,000	\$4,296	\$36,728	\$17,183	\$2,090	65.58%
005-05-542-3-4800	ADVERTISING	\$5,000	\$0	\$5,000	\$0	\$0	\$0	\$5,000	0.00%
005-05-542-3-4810	LEGAL ADVERTISING	\$1,000	\$304	\$1,000	\$0	\$282	\$318	\$400	28.24%
005-05-542-3-4900	FLY-IN EVENT-EXPENSES	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$20,000	0.00%
005-05-542-3-5000	FEES & FINES	\$0	\$125	\$0	\$51	\$141	\$0	-\$141	0.00%
005-05-542-3-5100	OFFICE SUPPLIES	\$1,500	\$732	\$1,500	\$0	\$873	\$544	\$84	58.18%
005-05-542-3-5170	100LL FUEL	\$532,500	\$197,934	\$491,684	\$0	\$215,832	\$21,616	\$254,236	43.89%
005-05-542-3-5180	JET A FUEL	\$294,000	\$131,646	\$264,000	\$200	\$87,993	\$821	\$175,186	33.33%
005-05-542-3-5210	GAS AND LUBRICANTS	\$2,500	\$1,484	\$2,500	\$157	\$977	\$507	\$1,016	39.06%
005-05-542-3-5220	GENERAL MERCHANDISE	\$5,000	\$3,004	\$5,000	\$30	\$744	\$0	\$4,256	14.88%
005-05-542-3-5230	JANITORIAL SUPPLIES	\$2,500	\$1,100	\$2,500	\$0	\$1,376	\$0	\$1,124	55.04%
005-05-542-3-5260	UNIFORMS	\$500	\$0	\$500	\$0	\$0	\$0	\$500	0.00%
005-05-542-3-5280	OPERATING SUPPLIES	\$6,000	\$1,572	\$6,794	\$127	\$2,572	\$450	\$3,772	37.85%
005-05-542-3-5400	MEMBR,SUBSCRIPT,DUES	\$6,800	\$1,911	\$6,800	\$360	\$1,226	\$413	\$5,162	18.02%
	TOTAL	\$1,217,341	\$518,025	\$1,185,746	\$42,775	\$566,109	\$52,647	\$557,040	48.00%
	CAPITAL OUTLAY								
005-05-542-6-6309	FDOT WEST TAXILANES & APRON	\$100,000	\$84,379	\$15,621	\$0	\$0	\$0	\$15,621	0.00%
005-05-542-6-6346	FAA West Taxilanes & Apron Cit	\$16,779	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
005-05-542-6-6450	CAPITAL IMPROVEMENTS	\$22,920	\$0	\$14,953	\$0	\$0	\$5,501	\$9,452	0.00%
005-05-542-8-6303	FDOT Taxiway "E"CHO	\$21,510	\$3,454	\$14,660	\$0	\$9,493	\$597	\$4,569	64.75%
005-05-542-8-6307	FDOT FUEL TRUCK PTGA G2340	\$242,000	\$240,000	\$0	\$0	\$0	\$0	\$0	0.00%
005-05-542-8-6308	FAA West Taxilanes & Apron Fed	\$755,061	\$724,624	\$17,000	\$0	\$0	\$0	\$17,000	0.00%
005-05-542-8-6310	Fed FAA Taxiway "E"cho	\$193,590	\$31,085	\$131,925	\$0	\$85,440	\$5,377	\$41,108	64.76%
005-05-542-8-6311	FDOT RWY 9 Obstruction Tree Re	\$575,000	\$35,521	\$539,479	\$35,784	\$319,813	\$142,694	\$76,971	59.28%
005-05-542-8-6312	FDOT Wildlife Hazard Assessmen	\$25,000	\$13,655	\$8,600	\$0	\$0	\$0	\$8,600	0.00%
005-05-542-8-6314	FDOT Bulk Hangar (W1-3) Apron	\$100,000	\$970	\$99,000	\$0	\$0	\$98,945	\$55	0.00%
005-05-542-8-6315	FDOT RWY 9/27 EXT feasibility	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$100,000	0.00%
005-05-542-8-6316	FDOT Access Control & Gate Imp	\$100,000	\$3,510	\$104,846	\$0	\$100,373	\$820	\$3,654	95.73%
005-05-542-8-6317	AIRPORT FDOT CORPORATE HANG	\$262,500	\$0	\$262,500	\$0	\$0	\$100,375	\$162,125	0.00%
005-05-542-8-6318	FDOT Emergency Generators	\$250,000	\$0	\$248,000	\$0	\$59,995	\$0	\$188,005	24.19%
005-05-542-8-6319	FAA AIRPORT AGIS SURVEY & MAP	\$0	\$0	\$137,025	\$0	\$91,712	\$45,313	\$0	66.93%
005-05-542-8-6320	FDOT AIRPORT AGIS SURVEY & MA	\$0	\$0	\$15,225	\$0	\$10,190	\$2,785	\$2,250	66.93%
005-05-542-8-6321	FDOT AIRPORT MASTER PLAN	\$0	\$0	\$285,000	\$0	\$44,501	\$240,499	\$0	15.61%
005-05-542-8-6322	FDOT Airport RW 9/27 E END APP	\$0	\$0	\$500,000	\$0	\$0	\$0	\$500,000	0.00%
005-05-542-8-6323	FDOT WILDLIFE HAZARD TRENCH	\$0	\$0	\$600,000	\$0	\$0	\$0	\$600,000	0.00%
	TOTAL	\$2,764,360	\$1,137,197	\$3,093,834	\$35,784	\$721,518	\$642,906	\$1,729,410	23.00%
	DEBT SERVICE								
005-05-517-7-7140	PRINCIPAL-AIRPORT VEHICLE	\$5,395	\$5,395	\$5,493	\$0	\$5,493	\$0	\$0	100.00%
005-05-517-7-7141	PRINCIPAL - GENERAL FUND LOAN	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000	0.00%
005-05-517-7-7240	INTEREST-AIRPORT VEHICLE	\$149	\$149	\$50	\$0	\$50	\$0	\$0	99.96%
	TOTAL	\$5,544	\$5,544	\$55,543	\$0	\$5,543	\$0	\$50,000	10.00%

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
	TOTAL EXPENDITURES	\$4,381,813	\$1,910,249	\$4,752,076	\$112,699	\$1,607,143	\$695,553	\$2,439,430	34.00%
	TRANSFERS, CONT, RESERVES								
005-05-542-9-9100	REIMB GENERAL FUND-ADMIN EXP	\$164,918	\$123,689	\$177,268	\$14,772	\$132,951	\$0	\$44,317	74.99%
005-05-542-9-9900	CONTINGENCY/RESERVE	\$0	\$0	\$140,607	\$0	\$0	\$0	\$150,557	0.00%
	TOTAL	\$164,918	\$123,689	\$317,875	\$14,772	\$132,951	\$0	\$194,874	42.00%
AIRPORT FUND	TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	\$4,546,731	\$2,033,938	\$5,069,951	\$127,471	\$1,740,094	\$695,553	\$2,634,304	34.00%

WATER FUND

WATER FUND REVENUES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6

GRANTS									
041-00-389-2-8107	FEMA HMGP 4283-66 LIFT STATION	\$0	\$15,789	\$334,000	\$0	\$0	\$334,000	0.00%	
041-00-389-3-5010	CDBG MIT SANITARY WASTEWATE	\$192,356	\$2,500	\$382,000	\$12,000	\$178,618	\$203,382	46.75%	
041-00-389-5-2000	Fed CDBG DEO Madison to 11th	\$750,000	\$0	\$748,674	\$0	\$507	\$748,167	0.06%	
041-00-389-5-3920	Fed DEO RIF St. Johns Ave Mose	\$0	\$406,543	\$0	\$0	\$322,716	\$322,715.69	0.00%	
041-00-389-6-3000	FDEP LPA0354 Sewer Main and Ma	\$2,000,000	\$16,037	\$1,625,000	\$22,781	\$323,135	\$1,301,865	19.88%	
041-00-389-6-3100	FDEP Potable Water state North	\$3,500,000	\$0	\$2,100,000	\$677	\$677	\$2,099,323	0.03%	
041-00-389-6-3200	FDEP Sewer Lining state	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$1,000,000	0.00%	
041-00-389-7-1008	WWTP Biosolids LPR0004 FDEP	\$2,911,370	\$3,056,426	\$1,324,800	\$68,427	\$910,765	\$413,835	68.75%	
041-00-389-7-1009	SJRWMD #35891 Madison to 11th	\$100,000	\$0	\$500,000	\$0	\$391,124	\$108,876	78.22%	
041-00-334-3-5000	DEO Lift Station 16 Expansion	\$334,000	\$0	\$340,196	\$10,469	\$20,459	\$319,737	6.01%	
041-00-334-3-5100	FDEP AND AND GRIT SG067	\$150,812	\$864,290	\$0	\$0	\$0	\$0	0.00%	
	TOTAL	\$10,938,538	\$4,361,585	\$8,354,470	\$114,355	\$2,148,001	\$6,206,469	26.00%	
CHARGES FOR SERVICES									
041-00-343-6-1000	WATER SALES	\$4,224,416	\$3,273,442	\$4,350,557	\$387,608	\$3,281,713	\$1,068,844	75.43%	
041-00-343-6-1010	WATER TAPS & RENEWALS	\$50,171	\$19,349	\$51,676	\$3,000	\$19,500	\$32,176	37.73%	
041-00-343-6-1040	PENALTIES	\$74,688	\$53,975	\$76,929	\$6,345	\$52,915	\$24,014	68.78%	
041-00-343-6-1050	WATER RENEWALS-BILLED	\$0	\$1,000	\$0	\$0	\$0	\$0	0.00%	
041-00-343-6-2000	BROKEN METERS/LOCKS	\$2,536	\$535	\$2,612	\$0	\$795	\$1,817	30.43%	
041-00-343-6-3000	WASTEWATER SERVICE REVENUE	\$3,742,690	\$2,944,341	\$3,854,971	\$334,871	\$2,948,868	\$906,103	76.49%	
041-00-343-6-3010	WASTEWATER TAPS/RENEWALS	\$49,481	\$21,957	\$50,965	\$0	\$20,000	\$30,965	39.24%	
041-00-343-6-3020	SEPTIC DUMPING (WWTP)	\$210,243	\$168,936	\$216,550	\$2,635	\$129,400	\$87,150	59.75%	
041-00-343-6-4000	WATER IMPACT FEES	\$256	\$46,991	\$251,326	\$3,366	\$61,260	\$190,066	24.37%	
041-00-343-6-5000	WASTEWATER IMPACT FEES-NEW	\$443	\$65,798	\$264,495	\$3,540	\$59,692	\$204,803	22.56%	
	TOTAL	\$8,354,924	\$6,596,324	\$9,120,081	\$741,364	\$6,574,143	\$2,545,938	72.00%	
OTHER REVENUES									
041-00-361-1-1000	INTEREST-SERIES 98 SINKING FD	\$811	\$3,050	\$843	\$475	\$2,435	-1,591.78	288.82%	
041-00-361-1-1100	INTEREST DW 540250	\$99	\$68	\$103	\$96	\$193	-\$90	187.47%	
041-00-362-0-1000	COMMUNICATION TOWER LEASE	\$27,829	\$22,324	\$28,942	\$0	\$22,993	\$5,949	79.44%	

CITY OF PALAKTA BUDGET VS ACTUAL REVENUES AND EXPENSES FOR THE NINE MONTHS ENDED JUNE 30, 2025

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2024 BUDGET	2024 ACTUAL YTD	2025_BUDGET	2025 ACTUAL MONTHLY	2025 ACTUAL YTD	ENCUMBERED	2025 REMAINING BALANCE	% REALIZED
041-00-362-0-1005	TATER FARMS LAND LEASE	\$31,779	\$24,750	\$33,050	\$0	\$24,750	\$8,300	74.88%	
041-00-364-0-4900	SURPLUS EQUIPMENT-WATER	\$7,704	\$0	\$8,012	\$0	\$0	\$8,012	0.00%	
041-00-369-9-1000	OTHER REVENUE	\$7,810	\$21	\$8,122	\$0	\$63	\$8,059	0.77%	
041-00-369-9-1001	E-PAYABLES REVENUE SHARE	\$834	\$849	\$869	\$78	\$965	-\$96	111.08%	
041-00-384-0-1000	LOAN PROCEEDS	\$987,000	\$0	\$0	\$0	\$0	\$0	0.00%	
041-00-384-0-1002	SRF 2019 MATCHING PROCEEDS D	\$1,819,356	\$1	\$593,000	\$0	\$0	\$593,000	0.00%	
041-00-384-0-1004	SRF DW54025 PROCEEDS Carbon F	\$1,007,402	\$0	\$1,317,802	\$0	\$0	\$1,317,802	0.00%	
041-00-384-0-1005	SRF 54022 DOWNTOWN POTABLE	\$0	\$64,292	\$23,219	\$0	\$0	\$23,219	0.00%	
TOTAL		\$3,890,624	\$115,354	\$2,013,962	\$649	\$51,399	\$1,962,563	3.00%	
TOTAL OPERATING REVENUES		\$23,184,086	\$11,073,264	\$19,488,513	\$856,368	\$8,773,543	\$10,714,970	45.00%	
TRANSFERS IN									
041-00-381-0-3000	TRANSFER FROM CENTRAL TIF PO	\$89,565	\$0	\$93,148	\$0	\$0	\$93,148	0.00%	
041-00-381-0-3100	TRANSFER FROM SOUTH TIF-POTA	\$27,000	\$0	\$28,080	\$0	\$0	\$28,080	0.00%	
TOTAL		\$116,565	\$0	\$121,228	\$0	\$0	\$121,228	0.00%	
CASH BALANCE FOWARD									
041-00-301-0-0100	CASH BALANCE FOWARD	\$4,022,639	\$0	\$4,022,639	\$0	\$0	\$4,022,639	0.00%	
041-00-301-0-0101	WATER IMPACT FEES BALANCE FC	\$77,223	\$0	\$77,223	\$0	\$0	\$77,223	0.00%	
041-00-301-0-0102	WASTEWATER IMPACT FEES BALA	\$156,217	\$0	\$156,217	\$0	\$0	\$156,217	0.00%	
041-00-301-1-0000	UTILITY CAPITAL REPLACEMENT B.	\$2,158,440	\$0	\$2,158,440	\$0	\$0	\$2,158,440	0.00%	
041-00-301-1-7000	FRUFC REBATE-CAP PROJECTS ON	\$8,095	\$0	\$8,095	\$0	\$0	\$8,095	0.00%	
TOTAL		\$6,422,614	\$0	\$6,422,614	\$0	\$0	\$6,422,614	0.00%	
TOTAL REV, TRF & CASH BALANCE		\$29,723,265	\$11,073,264	\$26,032,355	\$856,368	\$8,773,543	\$17,258,812	34.00%	
WATER FUND EXPENDITURES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 75.00 % Yr Complete For Fiscal Year: 2025 / 6									
WATER PLANT									
PERSONNEL SERVICES									
041-11-533-1-1100	EXECUTIVE SALARIES	\$130,320	\$11,004	\$121,486	\$0	\$0	\$0	\$121,486	0.00%
041-11-533-1-1200	REGULAR SALARIES	\$380,096	\$253,069	\$279,553	\$26,855	\$236,628	\$0	\$42,925	84.64%
041-11-533-1-1210	ACCRUED SALARIES	\$0	-6,358.71	\$0	\$0	\$0	\$0	\$0	0.00%
041-11-533-1-1400	OVERTIME	\$47,250	\$41,502	\$49,140	\$2,087	\$22,931	\$0	\$26,209	46.66%
041-11-533-1-2100	FICA TAX EXPENSE	\$42,661	\$22,490	\$34,439	\$2,176	\$19,536	\$0	\$14,903	56.72%
041-11-533-1-2200	RETIREMENT EXPENSE	\$157,208	\$46,704	\$138,205	\$7,223	\$61,006	\$0	\$77,199	44.14%
041-11-533-1-2300	HEALTH AND LIFE INSURANCE	\$158,484	\$59,020	\$135,777	\$4,525	\$42,972	\$0	\$92,805	31.64%
TOTAL		\$916,019	\$427,431	\$758,600	\$42,866	\$383,073	\$0	\$375,527	50.00%
OPERATING EXPENSES									
041-11-533-3-3100	PROFESSIONAL SERVICES	\$119,063	\$88,916	\$62,400	\$14,200	\$41,387	\$1,964	\$19,049	66.32%
041-11-533-3-3110	LAB/TESTING	\$25,000	\$4,223	\$30,000	\$916	\$11,087	\$2,337	\$16,576	36.95%
041-11-533-3-3120	PRE-EMPLOYMENT EXPENSE	\$800	\$270	\$412	\$105	\$265	\$62	\$85	64.20%
041-11-533-3-4020	SCHOOLING, CONFERENCE, ETC	\$6,800	\$1,876	\$8,000	\$2,323	\$4,090	\$3,016	\$894	51.11%

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

As a result of the After Action meeting held by the departments and interested parties on May 30, 2025, the City began the preparation of a RFP, but did not present it to the Commissioners, until clear directions are provided. Our focus is what can we do to be as successful as we were in 2022 (PowerPoint attached)

As City Manager, I met with Jeanetta Salyer to discuss the Blue Crab Festival activities on June 4, 2025, with the Community Affairs Director and City Attorney. The amount spent by the City on this festival was the \$50,000 check given to the promoter and \$37,000 in support services provided. Various vendors have expressed that they did not receive payment from the promoter. The City is the primary sponsor of the Blue Crab Festival, but not the promoter. Ms. Salyer has made financial demands upon the City to give her money, but it is not in alignment with the executed agreement. No funds will be released to the promoter.

From June 4, 2025, until June 26, 2025, staff have met with the media, the public (residents and vendors) and received phone calls and emails. On June 24, a town hall meeting was held, and a survey was performed as well. Recommendations were as follows from the town hall meeting:

- Don't issue an RFP
- Allow the community to promote and operate the festival.
- Not sustainable for the city
- Let a non-profit organization manage the festival
- Add boat rides, affordable crabs, zip lines, family activities
- Where was the marketing this year?
- The headliner was not known until very late
- TDC should have marketed for the festival;
- More local vendor involvement
- Must regain the trust of the community
- Real tangible benefit to the city
- Bad reviews – how do we respond?

Facebook was updated with pictures from the Blue Crab festival and even radio appearances were made by the City Manager and Commissioners.

Areas Identified for Improvement:

Lack of centralized information booth: Several attendees expressed confusion about event schedules, setup times and vendor spaces. A clearly marked information tent near the event footprint is recommended for next year.

Volunteer coordination: While many volunteers were helpful, some lacked proper direction or identification. A short pre-event orientation and branded shirts or badges would help volunteers be more effective and recognizable.

Increase social media updates during the event to help guide crowds, promote activities, and communicate changes (e.g., weather delays or parking alerts).

Law enforcement will be responsible for notifying downtown businesses in advance about road closures for the event.

Implement staggered vendor setup times to avoid congestion and unauthorized movement of barricades.

Assign dedicated restroom maintenance staff for future events.

Collaborate with the TDC and Chamber earlier in the planning process to ensure marketing and funding support.

Enhance the waste management strategy by increasing trash collection frequency and improving signage.

Items which should be considered further:

Should the city secure the branded materials from the promoter and the web domain for the event - these items could be valuable.

PROJECT ANALYSIS

Staff Recommendation

The City should manage the Blue Crab Festival for at least one more year by implementing the following strategies: hire a part-time event coordinator to assist with the Blue Crab Festival (not to exceed 50 hours per month), prepare the RFP, using the information gathered during and after the event, focus on involving the volunteers from the community, work closely with the local individuals who assisted with the project for at least 15 to 20 years, especially when it attracted 250,000 participants; hire a promoter (local is preferred) with experience in marketing, vendor acquisition, events similar to Blue Crab festival, and other skills, and develop a schedule which ensures that the City of Palatka will have a successful Blue Crab Festival at an affordable price for the attendees.

ATTACHMENTS

None

ADOPT RESOLUTION 2025-R-84 authorizing the execution of a Federal Aviation Administration (FAA) grant agreement 3-12-0061-041-2025 \$95,308.75 (95%), and Florida Department of Transportation (FDOT) grant FM#441842-5-28J in the amount of \$5,017 (5%) for a total project cost \$100,325.75 to complete Phase 1 Final Design for the Taiway "Echo" Project.

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request approval to execute grant agreements with FAA and FDOT for the Phase I Final Design Taxiway "Echo" project at the Palatka Kay Larkin Airport and FY 24-25 budget amendments to accommodate project expenditures and revenues.

BACKGROUND

Request approval to execute grant agreements with FAA and FDOT for the Phase I Final Design Taxiway "Echo" project at the Palatka Kay Larkin Airport and FY 24-25 budget amendments to accommodate project expenditures and revenues.

PROJECT ANALYSIS

General Ledger lines involved are: 005-05-542-8-6310/005-00-389-2-8110 - FAA Taxiway Echo
005-05-542-8-6303/005-00-389-3-8930 - FDOT Taxiway Echo

Staff Recommendation

Adopt Resolution

ATTACHMENTS

1.	28J-SOG-3-12-0061-041-2025-Grant Agreement (part 1) - signed
2.	Resolution 85 7-24- 25_Authorizing_execution_of_grant_agreement_with_FAA_for_Taxiway_E_environmental final design phase (3)
3.	DRAFT PTGA - FM#441842-5 -28J TWY E DESIGN



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office:
8427 South Park Circle,
Suite 524
Orlando, FL 32819

July 7, 2025

Mr. Yul McNair
Airport Manager
Palatka Municipal Airport
4015 Reid Street
Palatka, FL 32177-2529

Dear Mr. McNair:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-12-0061-041-2025 at Palatka Municipal - Lt Kay Larkin Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chastity Clark, (407) 487-7226, chastity.clark@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Krystal G. Ritchey, P.E.
Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date July 7, 2025

Airport/Planning Area Palatka Municipal - Lt Kay Larkin Field Airport

Airport Infrastructure Grant
Number 3-12-0061-041-2025

Unique Entity Identifier MHECM2CHHAD1

TO: City of Palatka

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 31, 2025, for a grant of Federal funds for a project at or associated with the Palatka Municipal/Lt Kay Larkin Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Palatka Municipal/Lt Kay Larkin Field Airport (herein called the "Project") consisting of the following:

Construct Taxiway E (2,400 feet) - Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$95,309.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$95,309 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 18, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

1. *Posting of contact information.*

- a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

- a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts;
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA’s right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions.* For purposes of this Grant award, term:
 - a. “Employee” means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. “Private entity” means:
 - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt

bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated April 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in

consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;

- (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - (3) any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
36. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Krystal G. Ritchey

(Typed Name)

Acting Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated July 9, 2025

City of Palatka

(Name of Sponsor)



Roberta M. Correa (Jul 9, 2025 11:45 EDT)

(Signature of Sponsor's Authorized Official)

By: Roberta M. Correa

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Jane West, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at July 9, 2025


 By: Jane West (Jul 9, 2025 12:04 EDT)
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 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

The Sponsor 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.) (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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 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 49 U.S.C. 47107(a)(16) and (x), 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. The airport owner or operator will maintain a current 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.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

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

c. Duration.

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

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

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

"The City of Palatka, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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, 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, 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of March 31, 2025.

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.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

RESOLUTION NO. 2025-R-84

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT GRANT AGREEMENT 28J-3-12-0061-041-2025 IN THE AMOUNT OF \$95,309.00 AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT AGREEMENT FM#441842-5 - 28J TWY E DESIGN IN THE AMOUNT OF \$5,016.25 FOR TAXIWAY E FOR PHASE 1 FINAL DESIGN SERVICES TO SUPPORT FUTURE AIRCRAFT HANGAR CONSTRUCTION; AND PROVIDING FOR SCRIVENER’S ERRORS

WHEREAS, the City completed the planning, design phase and environmental services for Taxiway E and infrastructure development which will support future aircraft hangar construction; and;

WHEREAS, the FAA and FDOT have awarded grant agreements with the City of Palatka for the above project. The total project cost for the above project is 100,325.00 with the FAA funding 95% and FDOT funding 5% of the total eligible cost, and;

WHEREAS, it is in the best interest of the City of Palatka to move forward with the Grant Agreements.

NOW THEREFORE, be it resolved as follows:

1. The Palatka City Commission confirms and approves the City of Palatka grant agreement with FAA and FDOT for the final design phase services for Taxiway E and infrastructure development to support future aircraft hangar construction. (the PROJECT); and
2. The City Manager is hereby authorized to sign requests for Contract Time Extension as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.
3. The City Manager without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.
4. That the expenditures of the FY 24-25 budget is amended as follows:

GL Line	Description	Last Approved	Recommended Amendments	As Amended
005-05-542-8-6310	Fed FAA Taxiway “E”cho	\$131,925.00	\$95,309.00	\$227,234.00

GL Line	Description	Last Approved	Recommended Amendments	As Amended
005-00-389-2-8110	Fed FAA Taxiway “E”cho	\$131,925.00	\$95,309.00	\$227,234.00
GL Line	Description	Last Approved	Recommended Amendments	As Amended
005-05-542-8-6303	FDOT Taxiway “E”cho	\$14,660.00	\$5,016.25	\$19,676.25

GL Line	Description	Last Approved	Recommended Amendments	As Amended
005-00-389-3-8930	FDOT Taxiway “E”cho	\$14,660.00	\$5,016.25	\$19,676.25

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 24th day of July 2025.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO	FLAIR Category:
441842-5-94-01	Work Activity Code/Function:	215	088719
	Federal Award		Object Code: 740100
	Identification Number (FAIN) – Transit only:	N/A	Org. Code: 55022020228
Contract Number:	Federal Award Date:	N/A	Vendor Number: VF596000401043
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

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

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

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

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

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

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

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

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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

9. Project Cost:

- a. The estimated total cost of the Project is \$100,326. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$5,017 and, the Department's participation in the Project shall not exceed 5.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
- ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

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

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

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

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

12. Contracts of the Agency:

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

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

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

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

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

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

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

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

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

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

State Funded:

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

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

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

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

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

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

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

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- ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

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operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 03/25

19. Miscellaneous:

- a. Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum

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and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Palatka

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
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EXHIBIT A

Project Description and Responsibilities

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

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

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

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

LEGEND

PROPOSED PAYMENT PHASE 1

PROPOSED CONCEPTUAL HANGAR AREA LAYOUT

OVERALL DRAINAGE BASIN BOUNDARY

HANGAR AREA DRAINAGE BASIN BOUNDARY

EXISTING WETLAND BOUNDARY

PROPOSED WETLAND BUFFER LINE

GEOTECHNICAL BORING LOCATION / I.D.

PHASE 1 OVERALL PROJECT LIMITS

PHASE 1 ONLY

PHASE 1

PHASE 1 DRAINAGE BASIN
TOTAL AREA = 9.18 ACRES
TOTAL IMPERVIOUS AREA ALLOWED = 5.4P ACRES
(N ALLOWED = 91)
TN = 23.72 MINUTES
OVERLAND FLOW (TN) TOTAL AREA = 3.0P ACRES
OVERLAND FLOW (TN) IMPERVIOUS AREA = 1.44 ACRES

PHASE 1 PROPOSED STORMWATER FORD
EAT DEFENSE WITH UNDERPASS
VOLUME AT TOP OF BANK (0.36) = 141,404 CF
VOLUME AT OVERFLOW SECTION (0.25) = 95,148 CF
RELEASED VOLUME PROVIDED (0.33) = 44,796 CF
AREA OF POND SECTION (0.27) = 44,362 SF
NO WETLAND IMPACTS

PROPOSED ENVIRONMENTAL RESOURCE PERMITTING & BMPs

TAXIWAY E AREA
GENERAL PERMIT FOR AIRPORT AIRSIDE STORMWATER MANAGEMENT SYSTEMS (42-200-AMT)
WATER QUALITY TREATMENT PROVIDED BY OVERLAND FLOW PER GENERAL PERMIT
WATER QUALITY ATTENUATION PROVIDED BY PROPOSED DRY DETENTION WITH UNDERDRAIN PONES
INDIVIDUAL PERMIT (42-200-AMT)
FURNISHING OF PROPOSED DEVELOPMENT (SHALL BE AREA AND ACCESS ROAD)
WATER QUALITY TREATMENT PROVIDED BY PROPOSED DRY DETENTION WITH UNDERDRAIN PONES
WATER QUALITY ATTENUATION PROVIDED BY PROPOSED DRY DETENTION WITH UNDERDRAIN PONES

PASSERO
engineering architecture

0' 100' 200'
SCALE: 1" = 100'



PERMIT SET

CITY OF PALATKA
PUTNAM, FLORIDA

NO IMPROVEMENTS OR CONSTRUCTION

PRELIMINARY DOCUMENTS
NOT FOR CONSTRUCTION

MATT SINGLETARY, P.E.
ENGINEERING LICENSE NUMBER 13135

CITY of Palatka
FLORIDA

Passero Associates

1001 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 571-1111
Fax: (954) 571-1112
Email: info@passeroassociates.com
Website: www.passeroassociates.com

Revisions

No.	Date	By	Check	Description
1	10/1/2010	MS	MS	POST DEVELOPMENT DRAINAGE PLAN

POST DEVELOPMENT DRAINAGE PLAN

TAXIWAY E CONSTRUCTION

Project No. 24000010.0067

Sheet No. POST

Date: 10/1/2010

Scale: 1" = 100'

Drawn By: MS

Checked By: MS

Approved By: MS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
STRATEGIC
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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441842-5-94-01	DPTO	088719	2026	740100	N/A	N/A	\$5,017.00
441842-5-94-01	FAA	088719	2026	740100	N/A	N/A	\$95,309.00
Total Financial Assistance							\$100,326.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$5,017.00	\$0.00	\$95,309.00	\$100,326.00	5.00	0.00	95.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$5,017.00	\$0.00	\$95,309.00	\$100,326.00			

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

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

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

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

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

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

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

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

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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

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

Insert District PIO contact info:

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

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

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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

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

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

14. Operations and Maintenance.

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

15. Federal Funding Eligibility.

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

16. Project Implementation.

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

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

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

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

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

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

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

ADOPT RESOLUTION 2025-R-94 AUTHORIZING THE PURCHASE AND INSTALLATION OF A CONTROL PANEL AND VARIABLE FREQUENCY DRIVES (VFDs) FOR THE REUSE WATER IRRIGATION PUMP SYSTEM AT THE GOLF COURSE FROM POWER AND PUMPS AS A SOLE SOURCE PROVIDER

Replacement of the control panel and VFDs for the Reuse irrigation pumps located at the golf course.

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

We are submitting a request for the purchase of a control panel to operate the reuse irrigation pumps. The current panel is inoperable in automatic mode and aged beyond repairs. This replacement is critical to return this pump station to normal operation and regain control of reuse dispersal.

BACKGROUND

Since this was an approved capital project, the replacement of the aging and defective equipment for dispersing reuse water throughout different parts of the City is a necessary upgrade to maintain service and reliability.

PROJECT ANALYSIS

The control panel was installed around 15 years ago and has had numerous repairs due to mechanical failure, lightening strikes, obsolete parts etc. The panel no longer functions as needed and is beyond further repairs. Staff is requesting consent to purchase a replacement control panel and supporting VFD's from Power and pumps who are the sole source provider for these VFD's.

Staff Recommendation

Staff recommends purchasing the Control panel housing and the new VFD's from Power and Pumps, to replace the defective controls for the reuse irrigation system. This replacement is essential and will enable this system to become fully operational as designed.

ATTACHMENTS

1.	20250714135356 (002)
2.	Reuse water Irrigation control replacement Resolution (1)

QUOTATION

Quote Expires On: 07/24/2025

Quote Number	
1487997	
Quote Date	Page
06/24/2025	1 of 3

Bill To:

CITY OF PALATKA
 201 N. 2ND STREET
 PALATKA, FL 32177
 US

Ship To:

CITY OF PALATKA
 3010 BROWNS LANDING RD
 PALATKA, FL 32177
 US

386-329-0100

Attn: CITY OF PALATKA INVOICE CONTACT

Customer ID: 1063913

Requested By: MATT MORS

Customer Reference / RFQ #				Terms	Quoted By
GOLF COURSE BLD 2 PANEL rev 1				Net 30	RICK.DENUCCI
Quantities				Item ID	
Quantity	Allocated	Remaining	Unit Of Measure	Item Description	Unit Price
					Extended Price

Order Note: Each of the two buildings will include a Power Distribution Panel and a Booster Controller Panel. The Power Distribution Panel will supply power to the new rack-mounted VFDs and the Booster Controller. Each Booster Pump Controller will communicate with a common cellular modem via an Ethernet cable. This modem will transmit data to the WWTP SCADA system, allowing operators to view panel status and control operations via a web server on their mobile devices. A detailed sequence of operations will be submitted for approval before production.

- Start Up Service includes 1 day per building and 1 day for system integration into plant SCADA system.

- Cellular service is NOT included; the City of Palatka will add this to its existing cellular plan.

Delivery Instructions: BEST WAY GROUND PPD & ALLOW *

1.00	0.00	1.00	EA	GOLF COURSE BLD 2 PANEL	121697.00	121697.00
				BUILDING 2 PANEL		
Level:	1		EA	DYNA-PALATKA-BLD-2-PANEL		
Qty Per Assembly:			1.0	PALATKA BLD 2 PANEL		
Total Qty:	1.00					

Power Distribution Panel

- Qty (1) N3R 304SS Enclosure (60" x 36" x 12") with Floor Stand
- Qty (1) 400A Main Disconnect
- Qty (2) 200A Fused Disconnect Switches (fused at 200A for external rack-mounted VFDs)
- Qty (2) Line Reactors

Quote Number	
1487997	
Quote Date	Page
06/24/2025	2 of 3

Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		

Order Line Notes: - Qty (1) 15A, 3P Circuit Breaker
- Qty (1) NEMA Size 1 Starter
- Qty (1) Control Power Transformer

Booster Pump Controller
- Qty (1) N3R 304SS Enclosure (36" x 30" x 10")
with Hinged Viewing Window
- Qty (1) DMC M2 RG Booster Controller with
HMI

Cell Modem with N4X 304SS Enclosure
- Includes: Outdoor Antenna

Start Up Service

Level: 2 EA
Qty Per Assembly: 1.0
Total Qty: 2.00
DANF130R2129
DRIVE PRO-TECTION EXTENDED WARRANTY

ONSITE REPAIR - 72 MONTHS

Level: 3 EA
Qty Per Assembly: 1.0
Total Qty: 2.00
DANF132H7432
132H7432 100 HP 480 VAC DANFOSS VFD

FC-202P75KT4P66H2XGC3XXSXXXXAXBXXXXDX,
IP66 / NAMA 4X BACKPLATE, RFI FILTER, GRAPHICAL
LOC CONTROL PANEL, COATED PCB, MAINS
DISCONNECT + FUSE, STD CABLE ENTRIES, C2
FRAME, (01322336/R1)

Level: 4 EA
Qty Per Assembly: 1.0
Total Qty: 1.00
COGBPALATKA-GOLF-B2
LABOR AND PARTS FOR ELECTRICAL INSTALL

Price Includes:

1. Installation only of Power Distribution Panel, Booster Controller Panel and VFDs
2. Furnish & Installation of the following-
 - * Equipment Rack to mount Panels & VFDs
 - * Overcurrent Protection Device if needed

Order Line Notes: * All Terminations Included
* Miscellaneous Materials as needed
3. Startup & Checkout Assistance
4. Labor included at straight time hours
5. Equipment Rental included

Our Price does not include:

1. Premium Time
2. Any Subcontractors
3. Furnish of Power Distribution Panel, Booster Controller Panel and VFDs



AN MCE® COMPANY

803 N Myrtle Ave
Jacksonville, FL 32204-1033
Phone 904.356.5881

QUOTATION

Quote Expires On: 07/24/2025

Quote Number	
1487997	
Quote Date	Page
06/24/2025	3 of 3

Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		

Total Lines: 1

SUB-TOTAL: 121,697.00

TAX: 0.00

AMOUNT DUE: 121,697.00

NOTE: Modified products are non-returnable/non-cancellable.

All freight claims and discrepancies must be brought to the shipper's attention within 24 hours of receipt of product.

All returns must have prior approval. All returns are subject to a minimum 25% restock fee.

Decontamination forms must be completed and signed by the customer before return of product to Power & Pump - Jacksonville

Every sale of goods or performance of services by POWER & PUMPS, INC. (P&P), a Division of Motion and Control Enterprises, LLC (MCE) is exclusively subject to, and expressly conditioned upon, your acceptance of the terms in this Order Acknowledgement and MCE's Terms and Conditions, which are available at <https://mceautomation.com/terms-conditions> and made a part of this agreement as if fully set forth herein. Acceptance of goods or services shall constitute conclusive acceptance of MCE's Terms and Conditions. Any proposed terms and conditions that purport to conflict with, alter, differ from, or add to MCE's Terms and Conditions are hereby specifically objected to and are not a part of any order or agreement unless specifically agreed to in a signed writing by an authorized representative of POWER & PUMPS, INC. (P&P), a Division of Division of Motion and Control Enterprises, LLC (MCE)

Credit Card Convenience Notice: A convenience fee of 3% will be charged for each credit card transaction processed.

Notice: All invoices are subject to a 5% import tariff as a result of tariffs imposed by the US Government Executive Orders.



Sole Source Justification Form

Requestor: Brian McCann

Department: Reclamation Facility

Vendor Name: Power and Pumps

Spend Amount: \$ 121,697

Describe Goods and/or Services:

Control cabinet and VFD's to operate the City's reuse irrigation equipment.

Why is this a sole source, select one:

☐ This is the only vendor that can provide the only goods or services that will produce the desired results (or fulfill the specific need). In the section below select all that apply:

☒ Exclusive sales territory by manufacturer listed on (attach vendor letter)

☐ City Utility Standards approved material list

☐ Voids Manufacturer's warranty

☐ Does not perform as well as the manufacturers parts

☐ Compatibility issues with existing systems or components

☐ Other:

☐ The item is available from more than one vendor, but due to other circumstances (such as prohibitive delivery time and cost, compatibility with existing systems, etc.), only one vendor is suited to provide the goods or services

Explain:

Initial here to confirm that you made reasonable attempt to locate competition (alternate sources of supply).

Requester's Signature:

Date: 7-14-2025

Department Director's Signature:

Date:



Date: 05/29/2025

To Whom it may concern,

Please be advised that Power & Pumps, Inc is the only authorized representative for Danfoss Drives for the Water & Wastewater Market Segment for product sales in the state of Florida. Their staff is factory trained and certified to provide you the best service available,

Please don't hesitate to call me if you have any questions.

Thank you,

Mike Anderson

Regional Sales Manager – Southeast

815 608-1036

Mike.anderson@danfoss.com

RESOLUTION NO. 2025-R-94

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF A CONTROL PANEL AND VARIABLE FREQUENCY DRIVES (VFDs) FOR THE REUSE WATER IRRIGATION PUMP SYSTEM AT THE GOLF COURSE FROM POWER AND PUMPS AS A SOLE SOURCE PROVIDER; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENOR'S ERRORS.

WHEREAS, the City of Palatka operates a reuse water irrigation system to distribute reclaimed water, including service to the City's golf course; and

WHEREAS, the existing control panel and variable frequency drives (VFDs) for the reuse pump system have exceeded their useful life, are inoperable in automatic mode, and are beyond economical repair; and

WHEREAS, this equipment is essential to maintaining the function and reliability of the City's reuse irrigation infrastructure and supports an approved capital project; and

WHEREAS, City staff has identified Power and Pumps as the sole source provider of the necessary control panel and VFD components required for compatibility with the existing system; and

WHEREAS, City staff recommends proceeding with the purchase and installation of said equipment from Power and Pumps;

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

Section 1. Approval of Purchase.

The City Commission hereby authorizes the purchase and installation of a new control panel and variable frequency drives (VFDs) for the reuse irrigation pump system at the City golf course from Power and Pumps as a sole source provider.

Section 2. Funding.

Funding for this purchase shall be made from the appropriate capital project account(s) as budgeted and approved by the City.

Section 3. Effective Date.

This Resolution shall take effect immediately upon its passage and adoption.

Section 4. Scrivenor's Errors.

The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which of not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 24th day of **July 2025**.

CITY OF PALATKA, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

ADOPT RESOLUTION 2025-R-86 Granting a Special events permit to Community Affairs for the Back-to-School Bash which will be held on August 8th from 4-6pm with the setup being 3-4.

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Road Closures of Memorial Parkway, Amplified sound, garbage containers

BACKGROUND

Back to school event, free backpacks, food, and lots for the kids to do.

PROJECT ANALYSIS

Special events team met and agreed upon request. Community Affairs will present it to the Commissioners for approval.

Staff Recommendation

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

ATTACHMENTS

1.	Back to school bash application
2.	Back to School Bash 2025 resolution 85



Date Received: 5/21/25

Permit Classification: B

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Jessica Cruz
Address: 1906 Napoleon St
Palatka, FL 32177
Email: Jcruz@palatka-fl.gov
Phone: 386-213-0948

2. Secondary Contact: _____
Address: _____ Email: _____
Phone: _____

3. Event Sponsor/Organization: City of Palatka
Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Back to School Bash

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

Kid vendors, music, kids zone, back pack
give away.

6. Event Location (911 Address): _____

7. Road Closures: ex. St. Johns Avenue from First Street to Second Street
Memorial Pkwy from Laurel St to St. Johns Ave
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____

8. Onsite representatives during the event:

Name: Jessica Cruz

Cell Phone: 386-213-0948

Name: Rend Fellis

Cell Phone: 386-329-0100
ext 323

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

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

Setup:

8/8/25 3pm to 4pm 3pm to 4pm _____ to _____

Event:

<u>8/8/25</u>	<u>4pm</u>	to	<u>6pm</u>	<u>3pm</u>	to	<u>6pm</u>	_____	_____
____/____/____	_____	to	_____	_____	to	_____	_____	_____
____/____/____	_____	to	_____	_____	to	_____	_____	_____
____/____/____	_____	to	_____	_____	to	_____	_____	_____
____/____/____	_____	to	_____	_____	to	_____	_____	_____
____/____/____	_____	to	_____	_____	to	_____	_____	_____
____/____/____	_____	to	_____	_____	to	_____	_____	_____

Breakdown:

8/8/25 6pm to _____ to _____ to _____

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

200 - 300

11. Number and type of auxiliary vehicles/ equipment:

_____ Watercraft N/A Aircraft _____ Utility Vehicles/Golf Carts _____ Other: _____

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

NO

Include date and time:

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

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

NONE

14. Number of staff/ volunteer: 10 Uniform identification: _____

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.
2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.
4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.
5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.

Food Vendors

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

Exceptions:

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

Vendor RV Camping

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

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

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

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

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

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

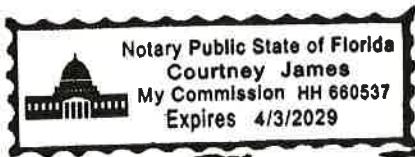
[Signature]
Signature of Applicant

5/21/25
Date

State of FL County of Putnam

The foregoing application is acknowledged before me this 11th day of July, 2025, by Jessica Cruz, who is personally known to me, or who has have produced Licence as identification.

NOTARY SEAL



[Signature]
Signature of Notary Public, State of FL

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

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

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

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

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

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

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

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

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

REQUIRED ATTACHMENTS

☒ Site Plan (see checklist)

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

☐ Tentative Schedule of Events

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

☐ Nonprofit articles of incorporation, charter and mission statement

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

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

☐ Example of special event vendor permits provided

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

List certificates required: _____

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

☐ Alcohol license (copy)

☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

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

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

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

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

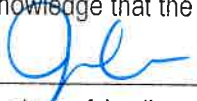
☐ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

City of Palatka
Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

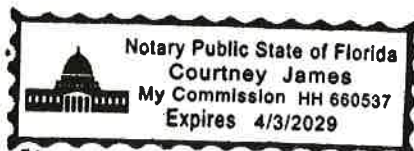
The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

 _____ Signature of Applicant	<u>Riverfront</u> _____ Name of Facility being used
<u>Jessica Cruz</u> _____ Print Name of Applicant	<u>8/8/25</u> _____ Date of Use

State of FL County of Putnam

The foregoing application is acknowledged before me this 11th day of July, 20 25, by Jessica Cruz, who is personally known to me, or who has/have produced License/ID as identification.

NOTARY SEAL





Signature of Notary Public, State of FL

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Jessica Cruz, on behalf of City of Palatka

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

[Signature]
Signature

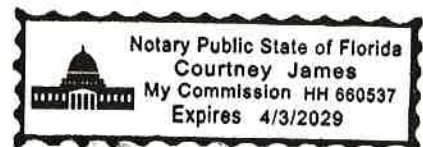
5/21/25
Date

Jessica Cruz
Print Name

admin asst. / event coordinator
Title – must be an officer or a Representative of the nongovernmental entity

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 11th day of July, by Jessica Cruz, to me personally known to be the person described in and who executed the foregoing instrument, or who produced appropriate identification, and acknowledged before me the execution of same.



My commission expires:

Notary Public

[Signature]

RESOLUTION NO. 2025-R-86

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO THE COMMUNITY AFFAIRS FOR THE BACK TO SCHOOL BASH WHICH WILL BE HELD ON FRIDAY AUGUST 8TH FROM 4PM-6PM WITH ROAD CLOSURE OF MEMORIAL PARKWAY FROM LAUREL TO REID AT 1:00PM SETTING FORTH THE PROVISIONS OF THE PERMIT; AND PROVIDING FOR SCRIVENER’S ERRORS

WHEREAS Community Affairs is requesting permits for the Back to School Bash.

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

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

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

Section 1: That Special Events Permit for Back to School Bash is hereby granted to City of Palatka Community Affairs with the following provisions and stipulations:

- A.** A Class “B” Special Events Permit is hereby granted for the event to be held on 08/08/2025, during the hours provided in the application

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 24th day of July 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

ADOPT RESOLUTION 2025-R-87 granting a special events permit to Stephanie Curry for Chez Sunday " A Day of No Violence." Event will be held at Jenkins.

Address:

Parcel No.:

Applicant:

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Requesting permits for amplified sound, garbage containers,

BACKGROUND

This event is to honor Ms Curry's son. Food trucks, DJ, photo booth. They will be providing their own security.

PROJECT ANALYSIS

Special events team met and agreed upon request. Community Affairs will present it to the Commissioners for approval.

Staff Recommendation

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

ATTACHMENTS

1.	Stephanie Curry application
2.	Chez Sunday resolution 87

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Stephanie Currey
Address: 223 Green Dr Email: scurrey69@yahoo.com
Palatka FLA Phone: _____

2. Secondary Contact: _____
Address: _____ Email: _____
Phone: _____

3. Event Sponsor/Organization: Aut Pyle Media LLC

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Chez Sunday® 'A Day of No Violence'

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

NO Flyer yet. But there will be: A BBQ grill,
A DJ, Food Trucks (2) at this time NON-Alcohol Drinks.
Food & Drinks ARE FREE. Also there will be
A picture & video persons on site along with my
Security Detail. - [Signature] Blue
Shield Security

6. Event Location (911 Address): Jenkins Middle School Field

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

_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____

8. Onsite representatives during the event:

Name: Stephanie Curry

Cell Phone: (386) 546-1834

Name: _____

Cell Phone: _____

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

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

Setup:

11/9/25 2:pm to 3:pm ^{SC} 3:pm to 7:pm ^{SC} _____ to _____

50-75

Event:

11/9/25 3:pm to 7:pm ^{SC} 3:pm to 7:pm ^{SC} _____ to _____

____/____/____ _____ to _____ _____ to _____ _____ to _____ _____

____/____/____ _____ to _____ _____ to _____ _____ to _____ _____

____/____/____ _____ to _____ _____ to _____ _____ to _____ _____

____/____/____ _____ to _____ _____ to _____ _____ to _____ _____

____/____/____ _____ to _____ _____ to _____ _____ to _____ _____

____/____/____ _____ to _____ _____ to _____ _____ to _____ _____

Breakdown:

11/9/25 7:pm to 8:pm _____ to _____ _____ to _____

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

NO tickets FREE EVENT

11. Number and type of auxiliary vehicles/ equipment:

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

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

N/A

Include date and time:

____/____/____ _____ to _____ _____ to _____

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

N/A

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

REQUIRED ATTACHMENTS

☒ Site Plan (see checklist)

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

- ☐ Tentative Schedule of Events
- ☐ 501(C) (3) Certificate of Exemption # _____
- ☐ Nonprofit articles of incorporation, charter and mission statement
- ☐ Consent letter (event property): property owners on which special event location is held if not city owned
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Example of special event vendor permits provided
- ☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
List certificates required: _____
- ☐ Alcohol liability certificate of insurance- city as "additional insured"
- ☐ Alcohol license (copy)
- ☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

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

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

- ☐ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**
- ☐ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**
- ☐ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

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

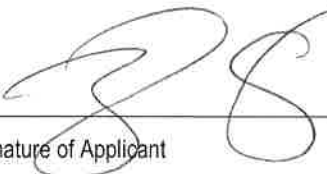
(Ord. No. 10-34, I(Exh. 1), 12-9-2010)

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

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

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

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



Signature of Applicant

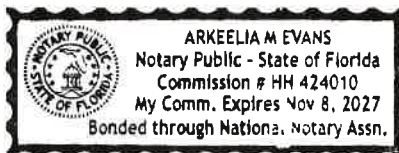
4/7/2025

Date

State of Florida County of Putman

The foregoing application is acknowledged before me this 7th day of April, 2025, by Stephaine Curry, who is personally known to me, or who has/have produced FL Driver License as identification.

NOTARY SEAL





Signature of Notary Public, State of FL

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

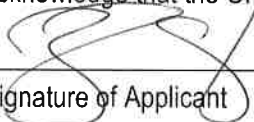
Date

City of Palatka
Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

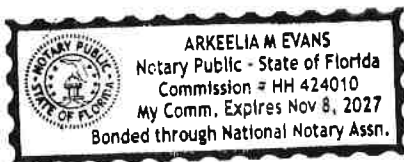
The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

 _____ Signature of Applicant	<u>Sevinius Field</u> _____ Name of Facility being used
<u>Stephanie Curry</u> _____ Print Name of Applicant	<u>4/9/2025</u> _____ Date of Use

State of Florida County of Putman

The foregoing application is acknowledged before me this 7th day of April, 2025, by Stephanie Curry, who is personally known to me, or who has/have produced FL Driver License as identification.

NOTARY SEAL





Signature of Notary Public, State of FL

RESOLUTION NO. 2025-R-87

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO ANT PYLE MEDIA LLC FOR CHEZ SUNDAY “A DAY OF NO VIOLENCE”, SETTING FORTH THE PROVISIONS OF THE PERMIT; FOR AMPLIFIED SOUND AND PROVIDING FOR SCRIVENER’S ERRORS

WHEREAS Stephanie Curry with Ant Pyle Media LLC is requesting for permits for Chez Sunday “A Day of No Violence” on 11/09/2025 from 2pm-8pm.

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

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

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

Section 1: That Special Events Permit for Chez Sunday “A Day of No Violence” is hereby granted to Stephanie Curry with Ant Pyle Media llc the following provisions and stipulations:

- a) A Class “C” Special Events Permit is hereby granted for the event to be held on 11/09/2025, during the hours provided in the application
- b) No road closures

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 24th day of July, 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

ADOPT RESOLUTION 2025-R-88 Authorizing the City of Palatka to join with the State of Florida and Other Local Governmental Units as a Participant in the Florida Memorandum of Understanding and Formal Agreements Implementing a Unified Plan on the Federal Opioid Litigation Class Action Lawsuit

Address:

Parcel No.:

Applicant:

STAFF REPORT

DATE: July 24, 2025

TO: City of Palatka City Commission

FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	Opioid Litigation 2025-R-88
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RESOLUTION 2025-R-88

A RESOLUTION AUTHORIZING THE CITY OF PALATKA TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN WITH RESPECT TO OPIOID LITIGATION.

WHEREAS, the City of Palatka has suffered harm from the opioid epidemic; and

WHEREAS, the City of Palatka recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and the City of Palatka is a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, the City of Palatka, and every other Florida city and county.

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

SECTION 1. That the City of Palatka finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That the City of Palatka hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan.

SECTION 3. the City of Palatka is expressly authorized to execute the Florida Plan

SECTION 4. That the City Attorney is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. The Clerk of the City of Palatka is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida League of Cities/Florida Association of Counties and to:

Attorney General Ashley Moody
c/o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 24th day of July, 2025.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ADOPT RESOLUTION 2025-R-89 A Resolution of the City of Palatka, Florida, in solidarity with other Municipalities, Organizations, and Citizens of Putnam County, calling attention to the expiration of Enhanced Affordable Care Act Tax Credits (ACCA) in December 2025 and affirming the need for a unified community voice in a grossly underrepresented district.

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt resolution.

BACKGROUND

The tax credits established under the Affordable Care Act (ACA) also known as "Obamacare" expire at the end of December 2025. Many of Palatka's residents rely on these tax cuts for affordable health insurance coverage. The loss in federal support due to the expiration of these credits could exceed \$650 per month - creating a significant financial burden. Local resident, Tom Townsend, proposed this resolution to bring awareness of the issue by calling attention to the expiration and affirming the need for a unified community voice on this issue.

PROJECT ANALYSIS

The resolution brings awareness to the issue of the expiration of the ACA tax credits and seeks solidarity by all levels of government to oppose the cuts.

Staff Recommendation

Adopt resolution.

ATTACHMENTS

1.	CALLING ATTENTION TO THE EXPIRATION OF ACCA 2025-R-89
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RESOLUTION 2025-R-89

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, IN SOLIDARITY WITH OTHER MUNICIPALITIES, ORGANIZATIONS, AND CITIZENS OF PUTNAM COUNTY, CALLING ATTENTION TO THE EXPIRATION OF ENHANCED AFFORDABLE CARE ACT TAX CREDITS (ACCA) IN DECEMBER 2025 AND AFFIRMING THE NEED FOR A UNIFIED COMMUNITY VOICE IN A GROSSLY UNDERREPRESENTED DISTRICT.

WHEREAS, Putnam County, Florida, is home to approximately 75,000 residents, with many families, workers, and small business owners relying on the enhanced premium tax credits established under the Affordable Care Act (ACA) and expanded under the American Rescue Plan Act of 2021; and

WHEREAS, the expiration of these enhanced tax credits at the end of December 2025 threatens the health, economic security, and well-being of more than 8,000 Putnam County residents who currently rely on them to afford health insurance coverage; and

WHEREAS, the average loss in federal support due to the expiration of these credits could exceed \$650 per person per month, potentially forcing thousands into medical debt, lapses in coverage, or use of emergency room services without reimbursement, putting further financial strain on local hospitals and taxpayers; and

WHEREAS, the economic multiplier effect in rural counties like Putnam is significant, where every dollar spent on healthcare reverberates through the community by supporting jobs, businesses, and essential public services; and

WHEREAS, Putnam County comprises only 10% of Florida's Congressional District 6, resulting in a level of representation that is disproportionately low compared to larger, more urban counties in the district, making it more difficult for the voices of rural, economically vulnerable communities to be heard in policy debates; and

WHEREAS, this underrepresentation makes it all the more essential that municipalities, civic organizations, healthcare providers, businesses, faith leaders, and residents across Putnam County come together with a unified and consistent voice to advocate for the continuation of enhanced tax credits and equitable healthcare access for all; and

WHEREAS, the City of Palatka recognizes the power of local leadership in amplifying community concerns and calls on all levels of government and civil society to stand together in protecting the interests of our residents.

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

1. The City of Palatka joins with other municipalities and organizations across Putnam County in urging the United States Congress to extend the enhanced Affordable Care Act tax credits beyond December 2025.
2. The City affirms the importance of these tax credits in protecting the health and economic security of our residents and avoiding the destabilization of our local healthcare system.
3. The City calls attention to the disproportionate underrepresentation of Putnam County in Congressional District 6 and emphasizes that, in the face of this challenge, community unity and coordinated advocacy are essential.
4. The City invites the Putnam County Board of County Commissioners, the municipalities of Crescent City, Interlachen, Welaka, Pomona Park, and other community partners to consider adopting similar resolutions in solidarity.
5. The City further encourages civic, nonprofit, and faith-based organizations to raise public awareness about the expiring tax credits and to support collaborative advocacy efforts to protect our residents.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 24th day of July, 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

ADOPT RESOLUTION 2025-R-91 OF THE CITY OF PALATKA, FLORIDA, APPROVING AND ACCEPTING RESTRICTIVE COVENANTS IN CONNECTION WITH STATE HISTORIC PRESERVATION GRANT FUNDS FOR THE BRONSON MULHOLLAND HOUSE REHABILITATION PROJECT, GRANT NO. 25.H.SC.100.017

Address: 100 Madison Street

Parcel No.:

Applicant: City of Palatka

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Approve the resolution and enter into the Restrictive Covenant in order to secure grant funds in the amount of \$367,900.

BACKGROUND

The City owns the historic Bronson Mulholland House located at 100 Madison Street, Palatka, FL 32177, Putnam County, Florida. We applied to the State of Florida for a State Historic Preservation Grant that is administered by the State of Florida, Department of State, Division of Historical Resources. The City was awarded \$367,900 (**Grant Award Amount**), to be used for the preservation of the Property. State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the Property is located. As part of the consideration for the State grant, and in accordance with section 287.05805, Florida Statutes, the City must enter into a restrictive covenant which shall run with the title to said Property and be binding on the City for a period of 15 years.

PROJECT ANALYSIS

Staff Recommendation

Approve the resolution and enter into the Restrictive Covenant in order to secure grant funds in the amount of \$367,900.

ATTACHMENTS

1.	Bronson House Grant Restrictive Covenant
----	--

RESOLUTION NO. 2025-R-91

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
APPROVING AND ACCEPTING RESTRICTIVE
COVENANTS IN CONNECTION WITH STATE HISTORIC
PRESERVATION GRANT FUNDS FOR THE BRONSON
MULHOLLAND HOUSE REHABILITATION PROJECT,
GRANT NO. 25.H.SC.100.017; AUTHORIZING THE
EXECUTION AND RECORDATION THEREOF;
PROVIDING FOR SEVERABILITY, SCRIVENOR’S
ERRORS AND AN EFFECTIVE DATE.**

WHEREAS, the City of Palatka is the fee simple titleholder of certain real property located at 100 Madison Street, Palatka, Florida 32177, known as the Bronson Mulholland House (the “Property”), more particularly described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, the City of Palatka has been awarded State Historic Preservation Grant assistance in the amount of \$367,900.00 under Grant Number 25.H.SC.100.017, administered by the State of Florida, Department of State, Division of Historical Resources (the “Department”), to be used for the preservation and rehabilitation of the Property; and

WHEREAS, as a condition of receiving such grant funds, the City is required to enter into and record certain Restrictive Covenants, which shall remain in effect for a period of fifteen (15) years from the date of recordation, and shall run with the land and bind the City and its successors, assigns, and legal representatives; and

WHEREAS, the City Commission finds it in the best interests of the public health, safety, and welfare to approve and authorize the execution and recordation of said Restrictive Covenants.

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

Section 1. Approval of Restrictive Covenants.
The Restrictive Covenants attached hereto as Exhibit “A” are hereby approved. The City Manager or his/her designee is authorized to execute said Restrictive Covenants on behalf of the City and to take all necessary actions to ensure their timely recordation in the official records of Putnam County, Florida.

Section 2. Severability.
If any section, subsection, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 3. Scrivener’s Errors.
The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

Section 4. Effective Date.
This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this ____ day of July, 2025

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

EXHIBIT A

RESTRICTIVE COVENANTS

Project Name: City of Palatka Bronson Mulholland House Rehabilitation

Grant Number: 25.h.sc.100.017

THESE COVENANTS are entered into this ____ day of July, 2025, by City of Palatka, hereinafter referred to as the Owner, and shall be effective for a period of fifteen (15) years from the date of recordation in **the Office of the Clerk of the Circuit Court of Putnam County, Florida serving as the county recorder provided by law for Putnam County, Florida.**

WHEREAS, the Owner is the fee simple titleholder of the Property located at 100 Madison Street, Palatka, FL 32177, Putnam County, Florida, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the **Owner** is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of \$367,900 (**Grant Award Amount**), to be used for the preservation of the Property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the Property is located,

Now THEREFORE, as part of the consideration for the State grant, and in accordance with section 287.05805, Florida Statutes, the **Owner** hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the **Owner** and, if any, its heirs, successors in title, legal representatives and assigns, for a period stated in the preamble above:

1. The **Owner** grants to the Department a security interest in the Property in the amount of \$367,900.00, active for the period stated in the preamble above.
2. The **Owner** agrees to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
3. The **Owner** agrees that no modifications will be made to the Property, other than routine repairs and maintenance and new internments that have no impact on historic features without advance review and approval of the plans and specifications by the Department's Division of Historical Resources.
4. The **Owner** agrees that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
5. The **Owner** agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
6. The Owner agrees to record these covenants with **the Office of the Clerk of the Putnam County Circuit Court of Putnam County, Florida** prior to the release of the first installment of grant funds, and shall pay any and all expenses associated with their filing and recording.
7. The **Owner** agrees that these restrictions shall encumber the property for a period of fifteen (15) years from the date of recordation, and that if a restriction is violated within the fifteen (15) year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
 - a. Amortization Schedule for projects involving improvements to Real Property: If the violation occurs within the first ten (10) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first ten (10) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first ten (10).
 - b. Amortization Schedule for Acquisition projects: If the violation occurs within the first ten (10) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first ten (10) years, the Department shall be entitled to return of the entire grant amount, less 5% for each year past the first ten (10).
8. If the **Owner** violates any part of these Restrictive Covenants, then the **Owner** will be in default and the Department shall have the right to exercise the following rights:
 - a. The Department shall have the right to declare the liquidated damages described in paragraph 7, plus interest at the statutory rate from the time of the **Owner's** receipt of the grant funds, and attorneys' fees and other expenses incurred by the Department in the enforcement of these Restrictive Covenants, to be immediately due and payable without notice or demand on the **Owner**, which notice or demand are hereby expressly waived by the **Owner**, and upon the making of any such declaration, the entire amount shall become immediately due and payable;
 - b. The Department may enforce its security interest in the Property to collect the entire amount described in paragraph 8a. through foreclosure proceedings or any other manner allowed by law;

- c. In the event of any litigation between the parties under these Restrictive Covenants, the prevailing party shall be entitled to reasonable attorneys', paralegals' and para-professionals' fees and court costs at all trial and appellate levels;
 - d. All cash proceeds received by the Department in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the Department may, in the discretion of the Department, be held by the Department as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the Department of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the Department in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the Department against all or any part of the Obligations in such order as the Department shall elect. Any surplus of such payments held by the Department and remaining after payment in full of all of the Obligations shall be paid over to the **Owner** or to whomsoever may be lawfully entitled to receive such surplus. The **Owner** shall remain liable for any obligations remaining unpaid.
9. The Department acknowledges and agrees that any liens or lien rights it may have or it may be entitled to in property owned by the **Owner** are and shall be subordinate to the lien rights of any and all lienholders whose liens were recorded before this document's date of recordation. Under no circumstance shall the Department's liens or lien rights be subordinated to any lienholders other than those whose liens were recorded before this document's date of recordation.
10. The **Owner** agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

ADOPT RESOLUTION 2025-R-92 OF THE CITY OF PALATKA, FLORIDA, APPROVING AND ACCEPTING RESTRICTIVE COVENANTS IN CONNECTION WITH STATE HISTORIC PRESERVATION GRANT FUNDS FOR THE ROBERT H. JENKINS, JR. MEMORIAL GYMNASIUM PROJECT, GRANT NO. 23.S.AA.900.078

Address: 1900 Napoleon St, Palatka Florida 32177

Parcel No.:

Applicant: City of Palatka

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt resolution authorizing the restrictive covenant in order to secure \$690,000 in grant funding.

BACKGROUND

The City of Palatka is the fee simple titleholder of certain real property located at 1900 Napoleon Street, Palatka, Florida 32177, known as the Jenkins Building. The City was awarded a State Historic Preservation Grant assistance in the amount of \$690,000.00 under Grant Number 23.S.AA.900.078, administered by the State of Florida, Department of State, Division of Historical Resources to be used for the preservation and rehabilitation of the Property. As a condition of receiving such grant funds, the City is required to enter into and record certain Restrictive Covenants, which shall remain in effect for a period of fifteen (15) years from the date of recordation, and shall run with the land.

PROJECT ANALYSIS

Staff Recommendation

Adopt resolution authorizing the restrictive covenant in order to secure \$690,000 in grant funding.

ATTACHMENTS

1.	2025-R-92 Jenkins Grant Restrictive Covenant
----	--

RESOLUTION NO. 2025-R-92

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
APPROVING AND ACCEPTING RESTRICTIVE
COVENANTS IN CONNECTION WITH STATE HISTORIC
PRESERVATION GRANT FUNDS FOR THE ROBERT H.
JENKINS, JR. MEMORIAL GYMNASIUM PROJECT,
GRANT NO. 23.S.AA.900.078; AUTHORIZING THE
EXECUTION AND RECORDATION THEREOF;
PROVIDING FOR SEVERABILITY, SCRIVENOR’S
ERRORS AND AN EFFECTIVE DATE.**

WHEREAS, the City of Palatka is the fee simple titleholder of certain real property located at 1900 Napoleon Street, Palatka, Florida 32177, known as the Jenkins Building (the “Property”); and

WHEREAS, the City of Palatka has been awarded State Historic Preservation Grant assistance in the amount of \$690,000.00 under Grant Number 23.S.AA.900.078, administered by the State of Florida, Department of State, Division of Historical Resources (the “Department”), to be used for the preservation and rehabilitation of the Property; and

WHEREAS, as a condition of receiving such grant funds, the City is required to enter into and record certain Restrictive Covenants, which shall remain in effect for a period of fifteen (15) years from the date of recordation, and shall run with the land and bind the City and its successors, assigns, and legal representatives; and

WHEREAS, the City Commission finds it in the best interests of the public health, safety, and welfare to approve and authorize the execution and recordation of said Restrictive Covenants.

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

Section 1. Approval of Restrictive Covenants.
The Restrictive Covenants attached hereto as Exhibit “A” are hereby approved. The City Manager or his/her designee is authorized to execute said Restrictive Covenants on behalf of the City and to take all necessary actions to ensure their timely recordation in the official records of Putnam County, Florida.

Section 2. Severability.
If any section, subsection, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 3. Scrivener’s Errors.
The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

Section 4. Effective Date.
This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this ____ day of July, 2025

CITY OF PALATKA, FLORIDA

By: _____
 Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

EXHIBIT A
RESTRICTIVE COVENANTS
Project Name: Robert H. Jenkins, Jr. Memorial Gymnasium
Grant Number: 23.s.aa.900.078

THESE COVENANTS are entered into this ____ day of July, 2025 by City of Palatka, hereinafter referred to as the Owner, and shall be effective for a period of fifteen (15) years from the date of recordation in **the Office of the Clerk of the Circuit Court of Putnam County, Florida serving as the county recorder provided by law for Putnam County, Florida.**

WHEREAS, the Owner is the fee simple titleholder of the Property located at 1900 Napoleon Street, Palatka, FL 32177, Putnam County, Florida, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the **Owner** is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of \$690,000 (**Grant Award Amount**), to be used for the preservation of the Property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the Property is located,

Now THEREFORE, as part of the consideration for the State grant, and in accordance with section 287.05805, Florida Statutes, the **Owner** hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the **Owner** and, if any, its heirs, successors in title, legal representatives and assigns, for a period stated in the preamble above:

1. The **Owner** grants to the Department a security interest in the Property in the amount of \$690,000.00, active for the period stated in the preamble above.
2. The **Owner** agrees to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
3. The **Owner** agrees that no modifications will be made to the Property, other than routine repairs and maintenance and new internments that have no impact on historic features without advance review and approval of the plans and specifications by the Department's Division of Historical Resources.
4. The **Owner** agrees that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
5. The **Owner** agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
6. The Owner agrees to record these covenants with **the Office of the Clerk of the Putnam County Circuit Court of Putnam County, Florida** prior to the release of the first installment of grant funds, and shall pay any and all expenses associated with their filing and recording.
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 - b. The Department may enforce its security interest in the Property to collect the entire amount described in paragraph 8a. through foreclosure proceedings or any other manner allowed by law;

- c. In the event of any litigation between the parties under these Restrictive Covenants, the prevailing party shall be entitled to reasonable attorneys', paralegals' and para-professionals' fees and court costs at all trial and appellate levels;
 - d. All cash proceeds received by the Department in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the Department may, in the discretion of the Department, be held by the Department as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the Department of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the Department in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the Department against all or any part of the Obligations in such order as the Department shall elect. Any surplus of such payments held by the Department and remaining after payment in full of all of the Obligations shall be paid over to the **Owner** or to whomsoever may be lawfully entitled to receive such surplus. The **Owner** shall remain liable for any obligations remaining unpaid.
9. The Department acknowledges and agrees that any liens or lien rights it may have or it may be entitled to in property owned by the **Owner** are and shall be subordinate to the lien rights of any and all lienholders whose liens were recorded before this document's date of recordation. Under no circumstance shall the Department's liens or lien rights be subordinated to any lienholders other than those whose liens were recorded before this document's date of recordation.
10. The **Owner** agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the **Owner** has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

Witness Signature

OWNER Signature

Witness Name Typed/Printed

Owner Name and Title Typed/Printed

Witness Address

Owner Address

City State Zip

City _____ State _____ Zip _____

Witness Signature _____

Witness Name Typed/Printed

Witness Address

City State Zip

The State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____ as _____

(Name) **(Type of Authority, e.g., Officer)**

for _____.
(Name of Corporation/Partnership)

Personally Known OR Produced Identification
Type of Identification Produced _____

Notary Public Signature – State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

[SEAL]

Adopt Resolution 2025-R-95 Awarding ITB 2025-04 – Northside Water Main Improvements to DB Civil Construction, LLC in the Amount of \$8,824,732.60 as the Lowest Responsive and Responsible Bidder. (100% Grant funded).

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Staff respectfully requests the City Commission adopt *Resolution 2025-R-95*, awarding Invitation to Bid (ITB) 2025-04 – Northside Water Main Improvements to DB Civil Construction, LLC of St. Augustine, Florida, in the amount of \$8,824,732.60 as the lowest responsive and responsible bidder.

BACKGROUND

The City of Palatka was awarded funding through the Florida Department of Environmental Protection (FDEP) under Agreement No. LPA0602 to implement the Northside Water Main Improvements Project. The scope of the project involves replacement of aging water mains in both the East and West areas of the City, improving reliability, pressure, and service delivery to residents.

The City advertised ITB 2025-04 and received a total of ten (10) responsive bids. Hanson Professional Services, Inc., serving as the City's engineer, reviewed all submittals for completeness, compliance, and responsiveness.

PROJECT ANALYSIS

After a comprehensive review of all Base Bids and Alternates submitted, Hanson recommended award of the contract for both Base Bid (East and West) and Alternate A (East and West) to DB Civil Construction, LLC, which submitted the lowest responsive and responsible total bid of \$8,824,732.60.

Their qualifications and references were verified, and the firm has demonstrated experience in successfully delivering similar utility improvement projects in Florida.

The awarded contract will be fully funded under the FDEP grant agreement LPA0602, which aligns with the scope and deliverables as outlined in the grant.

Staff Recommendation

Staff recommends adopting *Resolution 2025-R-95* to award ITB 2025-04 – Northside Water Main Improvements to DB Civil Construction, LLC in the total amount of \$8,824,732.60 as the lowest responsive and responsible bidder.

This award is contingent upon confirmation of all required documents, bonds, and insurances, and will be administered in compliance with FDEP Agreement No. LPA0602.

ATTACHMENTS

1.	Award Package
2.	2025-R-95 AWARD OF INVITATION TO BID (ITB) 2025-04 FOR THE NORTHSIDE WATER MAIN IMPROVEMENTS PROJECT TO DB CIVIL CONSTRUCTION, LLC AS THE LOWEST RESPO

ROBERTA M. CORREA
MAYOR-COMMISSIONER

ANNIE H. DAVIS
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



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

MARCIA G. CARTY, CPA, CGFO
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

KAREN HAYES, MMC
CITY CLERK

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

NOTICE OF INTENDED DECISION TO AWARD

ITB 2025-04 Northside Water Main Improvements

OPENING DATE: July 1st, 2025

RECOMMENDED AWARD:

The City of Palatka, based on the engineer's recommendation, is recommending DB Civil Construction, Inc. for award based on their proposal.

DATE AND TIME OF POSTING: July 18th, 2025 10:00AM

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION [120.57](#)(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

July 17, 2025

Mr. Carlos Dominguez Brito

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

Re: Invitation to Bid (ITB) 2025-04
Northside Water Main Improvements

Dear Mr. Brito

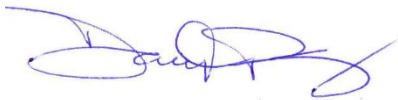
Hanson Professional Services has reviewed the bids for the referenced project. There was a total of ten (10) responsive bidders for this project. As part of our review, we have prepared a detailed bid tabulation spreadsheet for cost comparison between all bidders, reviewed all the bids to ensure they were submitted in accordance with the bid documents, and checked the references for the apparent lowest responsive bidder to verify experience.

The contract documents contained a Base Bid for the East Area and the West Area as well as an Alternate A for the East Area and the West Area. We have evaluated all options (Base Bids and Alternates) and based on the best interest of the project and the City we are recommending award of this project for the Base Bid (East and West Area) AND the Alternate A (East and West Area) to DB Civil Construction, LLC from St. Augustine , Florida.

Please feel free to contact me should you have any questions regarding the view of the bids.

Sincerely,

Hanson Professional Service Inc.



Daryl R. Myers, PE
Project Manager

Enclosure

EAST AREA BASE BID				4C's Trucking & Excavating		Cathcart Construction Co		Commercial Industrial Corp		DB Civil Construction, LLC		Ferreira Construction		General Underground		JD Weber Construction		Southern Underground		TB Landmark		United Brothers Development Corp	
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	General Conditions, Mobilization, Bonds, Insurance, As-Builts	1	LS	\$115,325.95	\$115,325.95	\$347,000.00	\$347,000.00	\$200,000.00	\$200,000.00	\$256,000.00	\$256,000.00	\$1,071,506.32	\$1,071,506.32	\$130,000.00	\$130,000.00	\$560,000.00	\$560,000.00	\$800,000.00	\$800,000.00	\$125,536.00	\$125,536.00	\$144,494.21	\$144,494.21
2	Site Preparation	1	LS	\$105,605.45	\$105,605.45	\$380,000.00	\$380,000.00	\$95,000.00	\$95,000.00	\$64,672.00	\$64,672.00	\$162,547.40	\$162,547.40	\$30,000.00	\$30,000.00	\$190,000.00	\$190,000.00	\$25,000.00	\$25,000.00	\$170,920.00	\$170,920.00	\$235,726.78	\$235,726.78
3	Maintenance of Traffic	1	LS	\$55,343.75	\$55,343.75	\$200,000.00	\$200,000.00	\$260,000.00	\$260,000.00	\$50,000.00	\$50,000.00	\$94,760.16	\$94,760.16	\$40,000.00	\$40,000.00	\$130,000.00	\$130,000.00	\$55,000.00	\$55,000.00	\$97,629.00	\$97,629.00	\$96,243.73	\$96,243.73
4	Erosion Control & Pollution Abatement	1	LS	\$13,596.10	\$13,596.10	\$148,000.00	\$148,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$88,571.53	\$88,571.53	\$20,000.00	\$20,000.00	\$65,000.00	\$65,000.00	\$30,000.00	\$30,000.00	\$26,941.00	\$26,941.00	\$75,699.41	\$75,699.41
5	8" PVC Water Main	389	LF	\$73.43	\$28,564.27	\$142.00	\$55,238.00	\$80.00	\$31,120.00	\$55.00	\$21,395.00	\$66.27	\$25,779.03	\$56.00	\$21,784.00	\$52.00	\$20,228.00	\$84.00	\$32,676.00	\$100.00	\$38,900.00	\$103.74	\$40,354.86
6	6" PVC Water Main	14,799	LF	\$58.65	\$867,961.35	\$128.00	\$1,894,272.00	\$65.00	\$961,935.00	\$43.00	\$636,357.00	\$76.95	\$1,138,783.05	\$51.00	\$754,749.00	\$58.56	\$866,629.44	\$62.00	\$917,538.00	\$91.00	\$1,346,709.00	\$79.51	\$1,176,668.49
7	2" PVC Water Main	567	LF	\$37.14	\$21,058.38	\$60.00	\$34,020.00	\$32.00	\$18,144.00	\$25.00	\$14,175.00	\$42.47	\$24,080.49	\$41.00	\$23,247.00	\$38.48	\$21,818.16	\$50.00	\$28,350.00	\$34.00	\$19,278.00	\$52.93	\$30,011.31
8	8" M.J. 45 Deg. Bend	8	EA	\$1,049.42	\$8,395.36	\$933.00	\$7,464.00	\$966.00	\$7,728.00	\$850.00	\$6,800.00	\$1,036.79	\$8,294.32	\$1,000.00	\$8,000.00	\$1,083.40	\$8,667.20	\$2,300.00	\$18,400.00	\$930.00	\$7,440.00	\$1,346.73	\$10,773.84
9	6" M.J. 45 Deg. Bend	265	EA	\$912.89	\$241,915.85	\$780.00	\$206,700.00	\$845.00	\$223,925.00	\$720.00	\$190,800.00	\$879.97	\$233,192.05	\$750.00	\$198,750.00	\$931.30	\$246,794.50	\$1,339.00	\$354,835.00	\$718.00	\$190,270.00	\$937.36	\$248,400.40
10	4" M.J. 45 Deg. Bend	1	EA	\$699.22	\$699.22	\$680.00	\$680.00	\$705.00	\$705.00	\$600.00	\$600.00	\$759.64	\$759.64	\$750.00	\$750.00	\$872.20	\$872.20	\$1,029.00	\$1,029.00	\$700.00	\$700.00	\$805.61	\$805.61
11	2" 90 Deg. Bend	1	EA	\$452.91	\$452.91	\$189.00	\$189.00	\$438.00	\$438.00	\$90.00	\$90.00	\$471.68	\$471.68	\$1,300.00	\$1,300.00	\$729.20	\$729.20	\$710.00	\$710.00	\$400.00	\$400.00	\$141.79	\$141.79
12	8"X 6" M.J. Tapping Sleeve and Valve with Box and Cover	5	EA	\$7,334.40	\$36,672.00	\$8,300.00	\$41,500.00	\$6,620.00	\$33,100.00	\$7,400.00	\$37,000.00	\$4,711.15	\$23,555.75	\$5,500.00	\$27,500.00	\$18,896.00	\$94,480.00	\$11,577.00	\$57,885.00	\$11,200.00	\$56,000.00	\$12,928.66	\$64,643.30
13	6"X 6" M.J. Tapping Sleeve and Valve with Box and Cover	6	EA	\$7,279.47	\$43,676.82	\$7,800.00	\$46,800.00	\$6,175.00	\$37,050.00	\$7,200.00	\$43,200.00	\$4,539.05	\$27,234.30	\$5,500.00	\$33,000.00	\$14,329.80	\$85,978.80	\$10,000.00	\$60,000.00	\$11,628.00	\$69,768.00	\$12,908.37	\$77,450.22
14	6" Insert Valve	2	EA	\$18,403.42	\$36,806.84	\$14,500.00	\$29,000.00	\$22,485.00	\$44,970.00	\$14,000.00	\$28,000.00	\$2,559.03	\$5,118.06	\$15,000.00	\$30,000.00	\$28,000.00	\$56,000.00	\$9,090.00	\$18,180.00	\$15,500.00	\$31,000.00	\$17,149.36	\$34,298.72
15	6" x 6" M.J. Cross	4	EA	\$1,842.25	\$7,369.00	\$1,900.00	\$7,600.00	\$2,500.00	\$10,000.00	\$1,700.00	\$6,800.00	\$2,499.30	\$9,997.20	\$1,000.00	\$4,000.00	\$1,483.80	\$5,935.20	\$4,735.00	\$18,940.00	\$2,379.00	\$9,516.00	\$2,193.10	\$8,772.40
16	8" x 6" M.J. Reducer	2	EA	\$1,084.73	\$2,169.46	\$846.00	\$1,692.00	\$880.00	\$1,760.00	\$780.00	\$1,560.00	\$948.91	\$1,897.82	\$1,000.00	\$2,000.00	\$915.20	\$1,830.40	\$3,343.00	\$6,686.00	\$1,477.00	\$2,954.00	\$1,245.29	\$2,490.58
17	6" x 4" M.J. Reducer	2	EA	\$951.73	\$1,903.46	\$721.00	\$1,442.00	\$750.00	\$1,500.00	\$640.00	\$1,280.00	\$796.14	\$1,592.28	\$1,000.00	\$2,000.00	\$798.60	\$1,597.20	\$3,175.00	\$6,350.00	\$1,342.00	\$2,684.00	\$1,077.28	\$2,154.56
18	8" M.J. Plug	2	EA	\$794.56	\$1,589.12	\$750.00	\$1,500.00	\$804.00	\$804.00	\$700.00	\$1,400.00	\$869.14	\$1,738.28	\$1,000.00	\$2,000.00	\$809.60	\$1,619.20	\$1,852.00	\$3,704.00	\$1,050.00	\$2,100.00	\$924.87	\$1,849.74
19	6" M.J. Plug	22	EA	\$700.40	\$15,408.80	\$650.00	\$14,300.00	\$705.00	\$15,510.00	\$600.00	\$13,200.00	\$761.00	\$16,742.00	\$750.00	\$16,500.00	\$624.55	\$13,740.10	\$2,084.00	\$45,848.00	\$962.00	\$21,164.00	\$800.01	\$17,600.22
20	4" M.J. Plug	4	EA	\$577.67	\$2,310.68	\$400.00	\$1,600.00	\$632.00	\$2,528.00	\$520.00	\$2,080.00	\$682.59	\$2,730.36	\$750.00	\$3,000.00	\$569.90	\$2,279.60	\$1,996.00	\$7,984.00	\$892.00	\$3,568.00	\$622.85	\$2,491.40
21	8" x 6" M.J. Tee	3	EA	\$1,549.73	\$4,649.19	\$1,200.00	\$3,600.00	\$1,205.00	\$3,615.00	\$1,250.00	\$3,750.00	\$1,768.04	\$5,304.12	\$1,000.00	\$3,000.00	\$1,284.70	\$3,854.10	\$3,270.00	\$9,810.00	\$2,312.00	\$6,936.00	\$1,884.08	\$5,652.24
22	6" x 6" M.J. Tee	32	EA	\$1,392.65	\$44,564.80	\$1,100.00	\$35,200.00	\$1,055.00	\$33,760.00	\$1,100.00	\$35,200.00	\$1,475.43	\$47,213.76	\$750.00	\$24,000.00	\$1,158.20	\$37,062.40	\$3,090.00	\$98,880.00	\$2,142.00	\$68,544.00	\$1,696.79	\$54,297.28
23	8" M.J. Cut-in Sleeve	1	EA	\$1,156.52	\$1,156.52	\$1,250.00	\$1,250.00	\$2,650.00	\$2,650.00	\$3,100.00	\$3,100.00	\$1,494.93	\$1,494.93	\$1,000.00	\$1,000.00	\$8,847.40	\$8,847.40	\$3,435.00	\$3,435.00	\$2,982.00	\$2,982.00	\$2,703.62	\$2,703.62
24	6" M.J. Cut-in Sleeve	10	EA	\$1,037.65	\$10,376.50	\$1,100.00	\$11,000.00	\$2,550.00	\$25,500.00	\$3,000.00	\$30,000.00	\$1,590.20	\$15,902.00	\$1,000.00	\$10,000.00	\$8,508.60	\$85,086.00	\$2,816.00	\$28,160.00	\$2,861.00	\$28,610.00	\$2,545.70	\$25,457.00
25	8" M.J. Gate Valve w/ Box & Cover	3	EA	\$3,121.49	\$9,364.47	\$4,900.00	\$14,700.00	\$3,756.00	\$11,268.00	\$3,200.00	\$9,600.00	\$3,566.09	\$10,698.27	\$3,000.00	\$9,000.00	\$3,960.90	\$11,882.70	\$6,727.00	\$20,181.00	\$4,000.00	\$12,000.00	\$5,100.59	\$15,301.77
26	6" M.J. Gate Valve w/ Box & Cover	96	EA	\$2,372.38	\$227,748.48	\$4,050.00	\$388,800.00	\$3,540.00	\$339,840.00	\$2,400.00	\$230,400.00	\$2,704.72	\$259,653.12	\$2,500.00	\$240,000.00	\$3,022.60	\$290,169.60	\$5,500.00	\$528,000.00	\$2,630.00	\$252,480.00	\$3,884.33	\$372,895.68
27	Fire Hydrant	13	EA	\$5,867.03	\$76,271.39	\$7,900.00	\$102,700.00	\$5,380.00	\$69,940.00	\$6,000.00	\$78,000.00	\$5,333.03	\$69,329.39	\$8,200.00	\$106,600.00	\$7,730.10	\$100,491.30	\$11,000.00	\$143,000.00	\$6,500.00	\$84,500.00	\$9,503.52	\$123,545.76
28	2" Flushing Hydrant Assembly	4	EA	\$1,975.30	\$7,901.20	\$2,800.00	\$11,200.00	\$2,102.00	\$8,408.00	\$1,700.00	\$6,800.00	\$1,411.27	\$5,645.08	\$3,500.00	\$14,000.00	\$3,786.95	\$15,147.80	\$4,500.00	\$18,000.00	\$2,950.00	\$11,800.00	\$2,545.89	\$10,183.56
29	Connection to Existing Water Mains	51	EA	\$2,150.02	\$109,651.02	\$1,600.00	\$81,600.00	\$2,000.00	\$102,000.00	\$1,800.00	\$91,800.00	\$1,217.79	\$62,107.29	\$5,000.00	\$255,000.00	\$6,740.00	\$343,740.00	\$1,904.00	\$97,104.00	\$1,862.00	\$94,962.00	\$5,950.77	\$303,489.27
30	Abandon 8" Water Main by Grout Filling	378	LF	\$49.00	\$18,522.00	\$58.00	\$21,924.00	\$30.00	\$11,340.00	\$20.00	\$7,560.00	\$62.61	\$23,666.58	\$25.00	\$9,450.00	\$19.60	\$7,408.80	\$35.00	\$13,230.00	\$34.00	\$12,852.00	\$21.30	\$8,051.40
31	2" Water Service Complete (Long Side)	1	EA	\$2,250.67	\$2,250.67	\$2,020.00	\$2,020.00	\$6,112.00	\$6,112.00	\$3,000.00	\$3,000.00	\$2,142.64	\$2,142.64	\$2,500.00	\$2,500.00	\$4,510.11	\$4,510.11	\$5,365.00	\$5,365.00	\$5,000.00	\$5,000.00	\$8,123.07	\$8,123.07
32	2" Water Service with Multiple-Meters Complete (Long Side – 2 have 3 meters, 1 has 4 meters)	3	EA	\$3,458.82	\$10,376.46	\$3,140.00	\$9,420.00	\$4,400.00	\$13,200.00	\$5,400.00	\$16,200.00	\$3,507.77	\$10,523.31	\$4,500.00	\$13,500.00	\$6,314.23	\$18,942.69	\$3,348.00	\$10,044.00	\$6,000.00	\$18,000.00	\$10,995.41	\$32,986.23
33	1" Water Service Complete (Short Side)	89	EA	\$1,225.63	\$109,081.07	\$840.00	\$74,760.00	\$2,000.00	\$178,000.00	\$1,200.00	\$106,800.00	\$1,450.70	\$129,112.30	\$1,350.00	\$120,150.00	\$2,219.69	\$197,552.41	\$2,495.00	\$222,055.00	\$1,075.00	\$95,675.00	\$3,194.53	\$284,313.17
34	1" Water Service Complete (Long Side)	72	EA	\$1,414.18	\$101,820.96	\$1,100.00	\$79,200.00	\$3,000.00	\$216,000.00	\$2,000.00	\$144,000.00	\$1,666.53	\$119,990.16	\$1,500.00	\$108,000.00	\$2,515.78	\$181,136.16	\$3,105.00	\$223,560.00	\$1,625.00	\$117,000.00	\$7,253.27	\$522,235.44
35	Remove Existing Valve Box and Cover	83	EA	\$50.46	\$4,188.18	\$1,300.00	\$107,900.00	\$240.00	\$19,920.00	\$320.00	\$26,560.00	\$463.58	\$38,477.14	\$400.00	\$33,200.00	\$850.00	\$70,550.00	\$1,319.00	\$109,477.00	\$425.00	\$35,275.00	\$796.47	\$66,107.01
36	Remove Fire Hydrant	13	EA	\$1,686.42	\$21,923.46	\$2,900.00	\$37,700.00	\$800.00	\$10,400.00	\$500.00	\$6,500.00	\$463.58	\$6,026.54	\$1,000.00	\$13,000.00	\$1,050.00	\$13,650.00	\$3,658.00	\$47,554.00	\$2,500.00	\$32,500.00	\$1,826.63	\$23,746.19
37	Concrete Valley Gutter Removal & Replacement	632	LF	\$31.39	\$19,838.48	\$118.00	\$74,576.00	\$98.00	\$61,936.00	\$58.00	\$36,656.00	\$66.77	\$42,198.64	\$43.45	\$27,460.40	\$51.00	\$32,232.00	\$110.00	\$69,520.00	\$80.00	\$50,560.00	\$81.79	\$51,691.28
38	Concrete Curb & Gutter Removal & Replacement	1,619	LF	\$29.00	\$46,951.00	\$81.00	\$131,139.00	\$80.00	\$129,520.00	\$57.00	\$92,283.00	\$52.18	\$84,479.42	\$32.45	\$52,536.55	\$42.00	\$67,998.00	\$98.00	\$158,662.00	\$56.00	\$90,664.00	\$54.49	\$88,219.31
39	Concrete Sidewalk (4" Thick) Removal & Replacement	1,419	SY	\$69.20	\$98,194.80	\$142.00	\$201,498.00	\$100.00	\$141,900.00	\$100.00	\$141,900.00	\$95.89	\$136,067.91	\$74.25	\$105,360.75	\$85.80	\$121,750.20	\$154.00	\$218,526.00	\$89.00	\$126,291.00	\$77.63	\$110,156.97
40	Concrete Driveway (6" Thick) Removal & Replacement	274	SY	\$102.51	\$28,087.74	\$200.00	\$54,800.00	\$125.00	\$34,250.00	\$125.00	\$34,250.00	\$97.23	\$26,641.										

WEST AREA BASE BID				4C's Trucking & Excavating		Cathcart Construction Co		Commercial Industrial Corp		DB Civil Construction, LLC		Ferreira Construction		General Underground		JD Weber Construction		Southern Underground		TB Landmark		United Brothers Development Corp	
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	General Conditions, Mobilization, Bonds, Insurance, As-Builts	1	LS	\$141,584.47	\$141,584.47	\$598,000.00	\$598,000.00	\$200,000.00	\$200,000.00	\$300,000.00	\$300,000.00			\$190,000.00	\$190,000.00	\$612,000.00	\$612,000.00	700,000.00	700,000.00	\$139,544.00	\$139,544.00	\$139,732.43	\$139,732.43
2	Site Preparation	1	LS	\$135,207.24	\$135,207.24	\$580,000.00	\$580,000.00	\$95,000.00	\$95,000.00	\$70,000.00	\$70,000.00			\$30,000.00	\$30,000.00	\$220,000.00	\$220,000.00	26,100.00	26,100.00	\$171,620.00	\$171,620.00	\$202,616.12	\$202,616.12
3	Maintenance of Traffic	1	LS	\$55,343.75	\$55,343.75	\$275,000.00	\$275,000.00	\$270,000.00	\$270,000.00	\$52,000.00	\$52,000.00		\$125,219.88	\$40,000.00	\$40,000.00	\$145,000.00	\$145,000.00	55,000.00	55,000.00	\$97,629.00	\$97,629.00	\$91,743.76	\$91,743.76
4	Erosion Control & Pollution Abatement	1	LS	\$17,058.18	\$17,058.18	\$178,000.00	\$178,000.00	\$20,000.00	\$20,000.00	\$21,000.00	\$21,000.00		\$112,158.26	\$20,000.00	\$20,000.00	\$78,000.00	\$78,000.00	30,000.00	30,000.00	\$35,468.00	\$35,468.00	\$88,447.91	\$88,447.91
5	8" PVC Water Main	5,422	LF	\$61.94	\$335,838.68	\$142.00	\$769,924.00	\$80.00	\$433,760.00	\$55.00	\$298,210.00		\$350,026.42	\$56.00	\$303,632.00	\$51.01	\$276,576.22	84.00	455,448.00	\$96.00	\$520,512.00	\$102.70	\$556,839.40
6	6" PVC Water Main	15,319	LF	\$59.91	\$917,761.29	\$128.00	\$1,960,832.00	\$65.00	\$995,735.00	\$43.00	\$658,717.00		\$1,298,744.82	\$51.00	\$781,269.00	\$53.06	\$812,826.14	62.00	949,778.00	\$91.00	\$1,394,029.00	\$78.67	\$1,205,145.73
7	2" PVC Water Main	43	LF	\$65.41	\$2,812.63	\$70.00	\$3,010.00	\$32.00	\$1,376.00	\$25.00	\$1,075.00		\$2,666.86	\$41.00	\$1,763.00	\$30.44	\$1,308.92	42.00	1,806.00	\$42.00	\$1,806.00	\$57.13	\$2,456.59
8	Bore & Jack 16" Steel Casing	140	LF	\$1,156.61	\$161,925.40	\$1,700.00	\$238,000.00	\$2,800.00	\$392,000.00	\$1,200.00	\$168,000.00		\$405,998.60	\$2,000.00	\$280,000.00	\$1,064.76	\$149,066.40	985.00	137,900.00	\$2,055.00	\$287,700.00	\$2,069.13	\$289,678.20
9	8" M.J. 90 Deg. Bend	1	EA	\$2,028.93	\$2,028.93	\$1,000.00	\$1,000.00	\$1,052.00	\$1,052.00	\$900.00	\$900.00		\$1,103.90	\$1,500.00	\$1,500.00	\$1,141.70	\$1,141.70	2,127.00	2,127.00	\$1,274.00	\$1,274.00	\$1,346.72	\$1,346.72
10	8" M.J. 45 Deg. Bend	58	EA	\$1,049.42	\$60,866.36	\$933.00	\$54,114.00	\$982.00	\$56,956.00	\$850.00	\$49,300.00		\$460,516.04	\$1,000.00	\$58,000.00	\$1,083.40	\$62,837.20	2,973.00	172,434.00	\$1,185.00	\$68,730.00	\$1,346.73	\$78,110.34
11	6" M.J. 90 Deg. Bend	1	EA	\$1,769.99	\$1,769.99	\$800.00	\$800.00	\$858.00	\$858.00	\$800.00	\$800.00		\$919.00	\$1,500.00	\$1,500.00	\$993.20	\$993.20	1,215.00	1,215.00	\$1,109.00	\$1,109.00	\$630.81	\$630.81
12	6" M.J. 45 Deg. Bend	249	EA	\$912.89	\$227,309.61	\$780.00	\$194,220.00	\$844.00	\$210,156.00	\$720.00	\$179,280.00		\$217,616.04	\$750.00	\$186,750.00	\$871.30	\$216,953.70	1,338.00	333,162.00	\$825.00	\$205,425.00	\$937.36	\$233,402.64
13	6" M.J. 11.25 Deg. Bend	1	EA	\$912.89	\$912.89	\$820.00	\$820.00	\$912.00	\$912.00	\$750.00	\$750.00		\$919.00	\$750.00	\$750.00	\$953.60	\$953.60	1,215.00	1,215.00	\$825.00	\$825.00	\$937.40	\$937.40
14	2" 45 Deg. Bend	2	EA	\$449.38	\$898.76	\$187.00	\$374.00	\$440.00	\$880.00	\$90.00	\$180.00		\$1,100.60	\$1,000.00	\$2,000.00	\$146.30	\$292.60	560.00	1,120.00	\$350.00	\$700.00	\$141.78	\$283.56
15	8"X 8" M.J. Tapping Sleeve and Valve with Box and Cover	1	EA	\$8,918.64	\$8,918.64	\$9,400.00	\$9,400.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00		\$6,412.14	\$4,500.00	\$4,500.00	\$19,735.30	\$19,735.30	12,280.00	12,280.00	\$12,360.00	\$12,360.00	\$14,489.36	\$14,489.36
16	6"X 6" M.J. Tapping Sleeve and Valve with Box and Cover	2	EA	\$7,490.35	\$14,980.70	\$7,800.00	\$15,600.00	\$6,175.00	\$12,350.00	\$7,200.00	\$14,400.00		\$9,303.44	\$4,500.00	\$9,000.00	\$14,329.80	\$28,659.60	12,156.00	24,312.00	\$11,196.00	\$22,392.00	\$12,908.36	\$25,816.72
17	8" x 8" M.J. Cross	2	EA	\$2,068.23	\$4,136.46	\$2,100.00	\$4,200.00	\$3,000.00	\$6,000.00	\$1,900.00	\$3,800.00		\$4,549.66	\$1,500.00	\$3,000.00	\$1,682.90	\$3,365.80	4,320.00	8,640.00	\$2,924.00	\$5,848.00	\$3,428.36	\$6,856.72
18	6" x 6" M.J. Cross	5	EA	\$1,842.25	\$9,211.25	\$1,900.00	\$9,500.00	\$15,835.00	\$79,175.00	\$1,700.00	\$8,500.00		\$6,871.70	\$1,500.00	\$7,500.00	\$1,383.80	\$6,919.00	4,929.00	24,645.00	\$2,694.00	\$13,470.00	\$2,193.10	\$10,965.50
19	8" x 6" M.J. Reducer	2	EA	\$1,084.73	\$2,169.46	\$846.00	\$1,692.00	\$900.00	\$1,800.00	\$780.00	\$1,560.00		\$1,866.52	\$1,250.00	\$2,500.00	\$915.20	\$1,830.40	3,343.00	6,686.00	\$1,128.00	\$2,256.00	\$1,245.29	\$2,490.58
20	8" M.J. Plug	3	EA	\$794.56	\$2,383.68	\$768.00	\$2,304.00	\$809.00	\$2,427.00	\$700.00	\$2,100.00		\$2,584.20	\$1,000.00	\$3,000.00	\$809.60	\$2,428.80	2,320.00	6,960.00	\$1,057.00	\$3,171.00	\$1,381.52	\$4,144.56
21	6" M.J. Plug	11	EA	\$700.40	\$7,704.40	\$650.00	\$7,150.00	\$705.00	\$7,755.00	\$600.00	\$6,600.00		\$8,296.31	\$1,000.00	\$11,000.00	\$801.66	\$8,818.26	2,083.00	22,913.00	\$954.00	\$10,494.00	\$1,074.01	\$11,814.11
22	4" M.J. Plug	2	EA	\$577.67	\$1,155.34	\$400.00	\$800.00	\$635.00	\$1,270.00	\$520.00	\$1,040.00		\$1,352.98	\$800.00	\$1,600.00	\$1,325.50	\$2,651.00	1,646.00	3,292.00	\$892.00	\$1,784.00	\$942.51	\$1,885.02
23	2" Plug	3	EA	\$190.57	\$571.71	\$212.00	\$636.00	\$477.00	\$1,431.00	\$90.00	\$270.00		\$1,458.72	\$1,000.00	\$3,000.00	\$697.50	\$2,092.50	498.00	1,494.00	\$400.00	\$1,200.00	\$200.49	\$601.47
24	8" x 8" M.J. Tee	2	EA	\$1,655.66	\$3,311.32	\$1,300.00	\$2,600.00	\$1,328.00	\$2,656.00	\$1,400.00	\$2,800.00		\$3,286.28	\$1,500.00	\$3,000.00	\$1,477.10	\$2,954.20	2,468.00	4,936.00	\$2,250.00	\$4,500.00	\$1,135.99	\$2,271.98
25	8" x 6" M.J. Tee	10	EA	\$1,549.73	\$15,497.30	\$1,200.00	\$12,000.00	\$1,207.00	\$12,070.00	\$1,250.00	\$12,500.00		\$12,928.30	\$1,000.00	\$10,000.00	\$1,284.70	\$12,847.00	3,269.00	32,690.00	\$2,142.00	\$21,420.00	\$1,975.41	\$19,754.10
26	6" x 6" M.J. Tee	33	EA	\$1,392.65	\$45,957.45	\$1,100.00	\$36,300.00	\$1,120.00	\$36,960.00	\$1,100.00	\$36,300.00		\$49,762.35	\$1,000.00	\$33,000.00	\$1,158.20	\$38,220.60	2,505.00	82,665.00	\$1,998.00	\$65,934.00	\$1,696.79	\$55,994.07
27	8" M.J. Cut-in Sleeve	6	EA	\$1,156.52	\$6,939.12	\$1,250.00	\$7,500.00	\$2,650.00	\$15,900.00	\$3,100.00	\$18,600.00		\$8,889.72	\$1,000.00	\$6,000.00	\$8,847.40	\$53,084.40	4,136.00	24,816.00	\$1,900.00	\$11,400.00	\$4,530.25	\$27,181.50
28	6" M.J. Cut-in Sleeve	16	EA	\$1,037.65	\$16,602.40	\$1,100.00	\$17,600.00	\$2,550.00	\$40,800.00	\$3,000.00	\$48,000.00		\$21,504.80	\$750.00	\$12,000.00	\$8,508.60	\$136,137.60	2,817.00	45,072.00	\$1,779.00	\$28,464.00	\$4,372.32	\$69,957.12
29	8" M.J. Gate Valve w/ Box & Cover	26	EA	\$3,114.55	\$80,978.30	\$4,900.00	\$127,400.00	\$3,328.00	\$86,528.00	\$3,200.00	\$83,200.00		\$94,647.80	\$3,000.00	\$78,000.00	\$4,260.90	\$110,783.40	6,727.00	174,902.00	\$3,322.00	\$86,372.00	\$5,237.59	\$136,177.34
30	6" M.J. Gate Valve w/ Box & Cover	100	EA	\$2,372.37	\$237,237.00	\$4,100.00	\$410,000.00	\$2,587.00	\$258,700.00	\$2,400.00	\$240,000.00		\$234,559.00	\$2,500.00	\$250,000.00	\$3,322.60	\$332,260.00	5,500.00	550,000.00	\$2,561.00	\$256,100.00	\$4,112.66	\$411,266.00
31	Fire Hydrant	14	EA	\$5,905.83	\$82,681.62	\$7,900.00	\$110,600.00	\$5,380.00	\$75,320.00	\$6,000.00	\$84,000.00		\$77,802.62	\$8,200.00	\$114,800.00	\$7,730.10	\$108,221.40	11,000.00	154,000.00	\$6,500.00	\$91,000.00	\$9,425.49	\$131,956.86
32	2" Flushing Hydrant Assembly	10	EA	\$1,975.30	\$19,753.00	\$2,800.00	\$28,000.00	\$1,665.00	\$16,650.00	\$1,700.00	\$17,000.00		\$13,986.80	\$3,500.00	\$35,000.00	\$2,441.40	\$24,414.00	4,570.00	45,700.00	\$2,950.00	\$29,500.00	\$2,545.91	\$25,459.10
33	Connection to Existing Water Mains	45	EA	\$2,167.64	\$97,543.80	\$1,600.00	\$72,000.00	\$2,000.00	\$90,000.00	\$1,800.00	\$81,000.00		\$74,512.35	\$4,500.00	\$202,500.00	\$6,047.26	\$272,126.70	1,904.00	85,680.00	\$1,690.00	\$76,050.00	\$6,864.08	\$308,883.60
34	Abandon 8" Water Main by Grout Filling	4,253	LF	\$20.42	\$86,846.26	\$18.00	\$76,554.00	\$18.00	\$76,554.00	\$16.00	\$68,048.00		\$108,153.79	\$15.00	\$63,795.00	\$17.88	\$76,043.64	17.00	72,301.00	\$18.00	\$76,554.00	\$16.63	\$70,727.39
35	1" Water Service Complete (Short Side)	112	EA	\$1,229.31	\$137,682.72	\$850.00	\$95,200.00	\$2,000.00	\$224,000.00	\$1,200.00	\$134,400.00		\$139,072.64	\$1,350.00	\$151,200.00	\$2,149.00	\$240,688.00	2,490.00	278,880.00	\$1,075.00	\$120,400.00	\$3,873.95	\$433,882.40
36	1" Water Service Complete (Long Side)	175	EA	\$1,414.05	\$247,458.75	\$1,100.00	\$192,500.00	\$3,000.00	\$525,000.00	\$2,000.00	\$350,000.00		\$254,857.75	\$1,500.00	\$262,500.00	\$2,547.35	\$445,786.25	3,108.00	543,900.00	\$1,625.00	\$284,375.00	\$7,423.13	\$1,299,047.75
37	Remove Existing Valve Box and Cover	65	EA	\$75.05	\$4,878.25	\$1,300.00	\$84,500.00	\$240.00	\$15,600.00	\$320.00	\$20,800.00		\$29,863.60	\$400.00	\$26,000.00	\$700.00	\$45,500.00	1,160.00	75,400.00	\$425.00	\$27,625.00	\$1,475.89	\$95,932.85
38	Remove Fire Hydrant	14	EA	\$1,239.16	\$17,348.24	\$2,900.00	\$40,600.00	\$800.00	\$11,200.00	\$500.00	\$7,000.00	\$918.88	\$12,864.32	\$1,000.00	\$14,000.00	\$800.00	\$11,200.00	33,507.00	469,098.00	\$2,500.00	\$35,000.00	\$3,196.60	\$44,752.40
39	Concrete Valley Gutter Removal & Replacement	79	LF	\$40.40	\$3,191.60	\$118.00	\$9,322.00	\$98.00	\$7,742.00	\$58.00	\$4,582.00		\$4,834.01	\$43.45	\$3,432.55	\$51.00	\$4,029.00	110.00	8,690.00	\$80.00	\$6,320.00	\$74.28	\$5,868.12
40	Concrete Curb & Gutter Removal & Replacement	1,282	LF	\$29.33	\$37,601.06	\$81.00	\$103,842.00	\$80.00	\$102,560.00	\$57.00	\$73,074.00	\$45.00	\$57,690.00	\$32.45	\$41,600.90	\$39.00	\$49,998.00	98.00	125,636.00	\$56.00	\$71,792.00	\$47.80	\$61,279.60
41	Concrete Sidewalk (4" Thick) Removal & Replacement	1,953	SY	\$68.80	\$134,366.40	\$142.00	\$277,326.00	\$100.00	\$195,300.00	\$100.00	\$195,300.00		\$141,787.80	\$74.25	\$145,010.25	\$75.60	\$147,64						

RESOLUTION NO. 2025-R-95

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID (ITB) 2025-04 FOR THE NORTHSIDE WATER MAIN IMPROVEMENTS PROJECT TO DB CIVIL CONSTRUCTION, LLC AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$8,824,732.60; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR SCRIVENER’S ERRORS.

WHEREAS, the City of Palatka advertised Invitation to Bid (ITB) 2025-04 for the Northside Water Main Improvements Project to improve aging water infrastructure in the East and West service areas of the City;

WHEREAS, the City received ten (10) responsive bids, which were reviewed and evaluated by Hanson Professional Services, Inc., the City’s engineering consultant;

WHEREAS, Hanson Professional Services, Inc. recommended award of the project (Base Bid and Alternate A for both East and West areas) to DB Civil Construction, LLC of St. Augustine, Florida, as the lowest responsive and responsible bidder in the total amount of \$8,824,732.60;

WHEREAS, the project is funded through a grant agreement with the Florida Department of Environmental Protection (FDEP), Agreement No. LPA0602, and the City Commission finds it in the best interest of the City to proceed with the award;

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

Section 1. The City Commission hereby awards ITB 2025-04 – Northside Water Main Improvements to DB Civil Construction, LLC in the total amount of \$8,824,732.60, as the lowest responsive and responsible bidder.

Section 2. The City Manager is hereby authorized to execute any and all documents necessary to effectuate the intent of this resolution, including but not limited to the Notice of Award, Contract Agreement, and related project documents, in coordination with FDEP Agreement No. LPA0602.

Section 3. The City Manager is further authorized to take such administrative actions as may be necessary to carry out the intent of this Resolution.

Section 4. Scrivener’s errors in this Resolution may be corrected by the City Attorney or City Clerk without further Commission action.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 25th day of July 2025.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

ADOPT RESOLUTION 2025-R-96 AUTHORIZING ENTERING INTO A PIGGYBACK CONTRACT WITH THOMAS MAY CONSTRUCTION, INC. FOR THE PUBLIC WORKS FACILITY DESIGN-BUILD CONTRACT IN THE AMOUNT OF \$996,438.96.

Address:

Parcel No.:

Applicant:

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt Resolution.

BACKGROUND

The CITY previously sent out to bid the Design-Build Services for its Public Works Facility [ITB 2023-13] through Passero Associates, Inc. The contract was awarded through the competitive bidding process to Scherer Construction of Northeast Fla, LLC on December 21, 2023; however, Scherer neglected to perform services under the contractual terms. The failure of Scherer to perform caused significant delays to the commencement of the project. Through the facilitation of Passero Associates, Inc., the CITY identified and met with Thomas May Construction, Inc. to fill the contractual obligations neglected by Scherer. The Purchasing Policy for the CITY allows for “piggybacking” contracts. Pursuant to this procedure, the CITY is allowed to piggyback an existing government contract. A piggyback contract ensures timely completion of this project which has already suffered significant delays. Nothing in this contract precludes the City from pursuing all available legal options against Scherer due to delay.

PROJECT ANALYSIS

Staff Recommendation

Adopt resolution.

ATTACHMENTS

1.	Piggyback_Contract_Palatka_Thomas_May_Construction
2.	PWDFacility_Proposal7.14
3.	ST AUGUSTINE AMPHITHEATER CONTRACT AGREEMENT KW SIGNED
4.	ITB 2023-13 Scherer Contract PW facility

PIGGYBACK CONTRACT BETWEEN THE CITY OF PALATKA AND THOMAS MAY CONSTRUCTION, INC. FOR DESIGN-BUILD SERVICES OF PALATKA'S PUBLIC WORKS FACILITY

The City of Palatka, a Florida municipal (hereinafter referred to as the CITY) enters into this Piggyback Contract (hereinafter referred to as the "Contract"), with Thomas May Construction, Inc., a Florida corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose principal address is 310 College Drive, Orange Park, Florida 32065 on this ____ day of July, 2025 under the terms and conditions hereinafter provided.

RECITALS

WHEREAS, the CITY seeks to contract for design-build services for the construction of the City's Public Works Facility, located at 7220 PRC Way, Palatka, FL 32177; and

WHEREAS, the Purchasing Policy for the CITY allows for "piggybacking" contracts. Pursuant to this procedure, the CITY is allowed to piggyback an existing government contract. There is no need to obtain formal or informal quotations, proposals or bids; and

WHEREAS, the CONTRACTOR was previously awarded a design-build contract through a competitive selection process by St. Johns County Cultural Events, Inc., in response to RFQ 2025-01 (the "Original Contract" – incorporated herein by reference and attached as Exhibit A); and

WHEREAS, the CITY previously sent out to bid the Design-Build Services for its Public Works Facility [ITB 2023-13] through Passero Associates, Inc. The terms of the ITB are incorporated herein by reference. See attached Exhibit B. The contract was awarded through the competitive bidding process to Scherer Construction of Northeast Fla, LLC [Scherer] on December 21, 2023; however, Scherer neglected to perform services under the contractual terms. The failure of Scherer to perform caused significant delays to the commencement of the project. Through the facilitation of Passero Associates, Inc., the CITY identified and met with Thomas May Construction, Inc. to fill the contractual obligations neglected by Scherer. The CONTRACTOR committed to fulfilling the contractual obligations in a timely manner. The circumstances of which necessitated this Piggyback Contract; and

WHEREAS, the CITY wishes to procure the services of CONTRACTOR by "piggybacking" the terms and pricing of the Original Contract pursuant to Section 287.056, Florida Statutes, and the CONTRACTOR agrees to provide such services under the same or more favorable terms;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 – SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, supervision, equipment, tools, transportation, and incidentals required for the design-build of the Public Works Facility for the CITY, as more fully described in Exhibit "B" together with the updated Combined Set of Drawings and Facility Proposal, incorporated herein and attached as Exhibit "C."

The Original Contract, including its specifications, pricing, and amendments, is incorporated herein by reference and shall form the basis for this piggyback agreement, to the extent not inconsistent with this Contract.

ARTICLE 2 – CONTRACT TERM

The services under this Contract shall commence upon the date of full execution and issuance of a Notice to Proceed by the CITY.

ARTICLE 3 – COMPENSATION

The CITY shall pay the CONTRACTOR an amount not to exceed \$996,438.96, as set forth in Exhibit "C" – Facility Proposal.

Invoices shall be submitted monthly and paid in accordance with Florida's Prompt Payment Act. All reimbursable expenses, if any, shall be supported by documentation and must comply with Section 112.061, Florida Statutes.

ARTICLE 4 – INCORPORATION OF PIGGYBACKED CONTRACT

The CITY and CONTRACTOR acknowledge and agree that the pricing, terms, and conditions of the Original Contract together with the terms set forth in ITV 2023-13 are incorporated herein by reference and made part of this Contract as if fully set forth, unless otherwise modified herein.

In the event of conflict, the terms of this Contract shall prevail.

Notwithstanding the requirements that the Original Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Original Contract as applied to this Contract between CONTRACTOR and the CITY, as follows:

- A. Insurance Requirements of this Contract: Certificates are to be provided by CONTRACTOR naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is requirement to be maintained by CONTRACTOR in accordance with the Original Contract.
- B. Address change for the CITY: Notwithstanding the address and contract information for the government entity as set out in the Original Contract, CONTRACTOR agrees that it shall send notices, invoices and shall conduct all business with the City to the

attention of City Manager, City of Palatka, 201 N. 2nd Street, Palatka, FL 32177. The City Manager's designated representative for this Contract is: ?

Joe Verrechio
Public Works Director
City of Palatka
1010 Ocean Street
Palatka, FL 32177
(386)329-0107 ext. 356
jverrechio@palatka-fl.gov

- C. Notwithstanding anything in the Original Contract to the contrary, the venue of any dispute will be in Putnam County, Florida. The laws of the State of Florida shall contract any dispute between the parties. There is no arbitration with respect to any dispute between the parties. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction located in Putnam County, Florida.

ARTICLE 33 – NOTICES

All notices required under this Contract shall be delivered in accordance with the terms in Article 26 of the standard City terms. For purposes of notice:

To CITY:

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

To CONTRACTOR:

Thomas May Construction, Inc.
310 College Drive
Orange Park, Florida 32065
Attn: Emory Parker, Project Manager

IN WITNESS WHEREOF:

The parties have executed this Contract as of the date set forth above.

CITY OF PALATKA

By: _____
Marcia Carty, City Manager

Karen Hayes, City Clerk

Date: _____

THOMAS MAY CONSTRUCTION, INC.

By: _____

Keith Ward, President

Date: _____

EXHIBITS

- Exhibit A – Original Contract
- Exhibit B – Contract with Scherer and ITB 2023-13
- Exhibit C – Combined Set of Drawings and Facility Proposal

Proposal for Public Works Facility (City of Palatka)

Chris,

We are pleased to submit our proposal for the retrofit of the existing public works facility near the airport, as discussed. Our proposal, based on the 90% design drawings provided, is \$996,438.96, aligning with the City's budgetary goals and reflecting the value engineering efforts completed jointly with your team.

We intend to deliver this project efficiently and with the high level of quality that has defined our longstanding reputation. Should the City accept this proposal, we will promptly follow up in the coming days with:

- A Schedule of Values, to serve as the basis for billing using AIA forms.
- A construction schedule and timeline, outlining key milestones, deliverables, and coordination points.

We appreciate the opportunity to support the City of Palatka on this top-priority project and look forward to working collaboratively to deliver a successful outcome. Please feel free to reach out if you have any immediate questions or require clarifications.

Thank you for your continued trust and partnership.

Sincerely,



Project Manager
Thomas May Construction

**CONTINUING CONSTRUCTION CONTRACT AGREEMENT
BETWEEN ST JOHNS COUNTY CULTURAL EVENTS, INC. AND
THOMAS MAY CONSTRUCTION, INC.**

MASTER CONTRACT #: _____

This Contract Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2025, ("Effective Date"), by and between **St. Johns County Cultural Events, Inc.** ("SJCE"), a 501(c)3 nonprofit, whose principal offices are located at 1340C A1A S St. Augustine, Florida, 32080, and **Thomas May Construction, Inc.**, ("Contractor"), a company authorized to do business in the State of Florida, with offices are located at 310 College Dr, Orange Park, FL 32065; Phone: (904) 272-4808; Email: kward@tmay.net; under seal for **RFQ No: 2025-01, General Construction Services for the St. Augustine Amphitheater Fabric Structure Project**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

ARTICLE I – THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract and Contract Documents

- 1.1.1 The Contract between SJCE and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.
- 1.1.2 The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) all RFQ No: 2025-01 documents together with all addenda thereto; (3) all Specifications; (4) all duly executed Amendments, Task Orders, Change Orders and Field Orders issued after the Effective Date of the Contract. Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.

1.2 Contract Term and Extension

- 1.2.1 Unless terminated or extended in accordance with other provisions contained herein, the initial term of the Contract shall begin on the date of signature by SJCE ("Effective Date") and shall remain in effect for a period of three (3) calendar years.
- 1.2.2 The term of the Contract may be renewed for up to one (1) additional two (2) year period, contingent upon satisfactory performance by the Contractor and mutual written agreement by both parties. While the Contract may be renewed as provided herein, it is expressly noted that SJCE is under no obligation to renew or extend the Contract. It is further expressly noted that the option of renewing the Contract is exercisable only by SJCE, and only upon SJCE's determination that the Contractor has satisfactorily performed under the terms of the Contract. SJCE reserves the right to further extend the Contract, as necessary, to complete any ongoing projects, or as best serves the needs of SJCE.

1.3 Entire Agreement

- 1.3.1 The Contract, together with the Contractor's Private Construction Bond(s) (as applicable), and Certificates of Insurance constitutes the entire agreement between SJCE and the Contractor.

1.4 No Privity with Others

- 1.4.1 Nothing contained in the Contract shall create or be interpreted to create privity or any other contractual agreement between SJCE and any person or entity other than the Contractor.

1.5 Intent and Interpretation

- 1.5.1 The intent of the Contract is to require complete, correct and timely execution of General Construction Services in support of the Amphitheatre Fabric Structure Project. Any work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Project Price as provided by Task Order.
- 1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

- 1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words “include,” “includes” or “including,” as used in the Contract, shall be deemed to be followed by the phrase “without limitation.”
- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of the Contract.
- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 The headings, titles and captions contained herein are inserted for convenience only and in no way are intended to interpret, define, or limit the scope, extent, or intent of the Contract or any provision thereof.
- 1.5.8 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to SJCCE of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by SJCCE of the Contract Documents, Shop Drawings, or Product Data shall not relieve Contractor of the continuing duty set forth in this paragraph. SJCCE has requested that the Project Manager only oversee preparation of documents for the Work, including the Drawings and Specifications for the Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, SJCCE MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. The Contractor further acknowledges that it has not, does not, and shall not rely upon any representation or warranties by SJCCE concerning such documents as no such representation or warranties have been or are hereby made.
- 1.5.9 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
- 1.5.10 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.
- 1.6 Ownership of Contract Documents
- 1.6.1 The Contract Documents, and each of them, shall remain the property of SJCCE. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without SJCCE’s prior written authorization.

ARTICLE II – THE WORK

- 2.1 The Contractor shall perform all the Work required, implied, or reasonably inferable from the Contract.
- 2.2 The term “Work” shall mean whatever is done by or required of the Contractor to perform and complete its duties under the Contract, including the following: construction of the whole or a designated part of a project as set forth in each Task Order; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by the Contract. The Work to be performed by the Contractor on each project shall be specifically described in and authorized by Task Order issued by SJCCE. Each Task Order issued by SJCCE under the Contract shall further specify the amount of time permitted for completion of the Work (“Project Time”) and the amount to be paid as compensation for completion of Work (“Project Price”).

ARTICLE III – PROJECT TIME

- 3.1 Time and Liquidated Damages

- 3.1.1 The Contractor shall commence the Work for each project upon receipt of a Notice to Proceed, or as stated on the fully executed Task Order, issued by SJCCE, and shall reach Substantial and Final Completion of all Work as specified by Task Order.

For each project, the number of calendar days from the date on which the Work is permitted to proceed through the date set forth in the Task Order for Final Completion shall constitute the "Project Time."

- 3.1.2 For each project, the Contractor shall pay SJCCE the amount defined within the Table for Liquidated Damages, for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by Task Order for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by SJCCE, estimated at or before the time of issuing the Task Order. When SJCCE reasonably believes that Substantial Completion shall be inexcusably delayed, SJCCE shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by SJCCE to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which SJCCE has withheld payment, SJCCE shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

Liquidated Damages Table	
Original Contract Amount	Daily Charge Per Calendar Day
\$299,999 and under	\$980
\$300,000 but less than \$2,000,000	\$1,699
\$2,000,000 but less than \$5,000,000	\$2,650
\$5,000,000 but less than \$10,000,000	\$3,819

3.2 Substantial Completion

- 3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete as provided by each Task Order that SJCCE can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

- 3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV – PROJECT PRICE

4.1 The Project Price

- 4.1.1 SJCCE shall pay, and the Contractor shall accept, as full and complete payment for all Work required by each Task Order, the amount specified and authorized by each Task Order upon satisfactory completion of the Work for each project.

ARTICLE V – PAYMENT OF THE PROJECT PRICE

5.1 Schedule of Values

- 5.1.1 Upon request by SJCCE, the Contractor shall submit a Schedule of Values allocating the Project Price to the various portions of the Work included in the Task Order for each project. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as SJCCE may require, in order to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for the Contractor's Requests for Payment and shall only constitute such basis after it has been agreed upon in writing by SJCCE.

5.2 Payment Procedure

- 5.2.1 SJCCE shall pay the Project Price to the Contractor as provided below.
- 5.2.2 Progress Payments - Based upon the Contractor's Requests for Payment submitted to SJCCE and upon Certificates

for Payment subsequently issued to SJCCCE by the Project Manager, SJCCCE shall make progress payments to the Contractor on account of the Project Price. Retainage in the amount of Five percent (5%) will be withheld from each progress payment until SJCCCE issues Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.

- 5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work for each project, the Contractor shall submit an invoice for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Therein, the Contractor may request payment for ninety-five percent (95%) of that portion of the Project Price properly incorporated in the Work less the total amount of previous payments received from SJCCCE.

Such invoice for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager (and Engineer if applicable) shall review the invoice and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the invoice and is as required by the Contract Documents. The Project Manager shall determine and certify to SJCCCE the amount properly owing to the Contractor. SJCCCE shall make partial payments on accounts of the Project Price within thirty (30) days following the Project Manager's receipt of each invoice. The amount of each partial payment shall be the amount certified for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to SJCCCE or which SJCCCE shall have the right to withhold as authorized by the Contract. The Project Manager's certification of the Contractor's invoice shall not preclude SJCCCE from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

- 5.2.4 The Contractor warrants that title to all Work covered by an invoice shall pass to SJCCCE no later than time of payment. The Contractor further warrants that upon submittal of an invoice, all Work for which payments have been received from SJCCCE shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event SJCCCE becomes informed that the Contractor has not paid a Subcontractor as herein provided, SJCCCE shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by SJCCCE, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit SJCCCE to repeat the procedure in the future.
- 5.2.6 No progress payment, nor any use or occupancy of any project by SJCCCE, shall be interpreted to constitute an acceptance of any Work not in strict accordance with the Contract Documents.

5.3 Withheld Payment

- 5.3.1 SJCCCE may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect SJCCCE from loss because of:
- (1) defective Work not remedied by the Contractor and, in the opinion of SJCCCE, not likely to be remedied by the Contractor;
 - (2) claims of third parties against SJCCCE or SJCCCE's property;
 - (3) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - (4) evidence that the balance of the Work cannot be completed in accordance with the Task Order for unpaid balance of the Project Price;
 - (5) evidence that the Work shall not be completed in the time required for Substantial or Final Completion of the Work;
 - (6) repeated failure (two or more times) to carry out the Work as specified by Task Order;
 - (7) damage to SJCCCE or a third party to whom SJCCCE is, or may be, liable;
 - (8) failure by the Contractor to timely pay, any, and all, applicable taxes, fees (including permit or use fees), costs, or expenses, associated with the Project.

In the event that SJCCCE makes written demand upon the Contractor for amounts previously paid by SJCCCE

as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

- 5.4.1 If within ten (10) days after the date established by Task Order for payment to the Contractor by SJCCE, SJCCE without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days provide written notice to SJCCE and the Project Manager, and without prejudice to any other available rights or remedies it may stop the Work until payment of those amounts due from SJCCE have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of eighteen percent (18%) per annum.

5.5 Substantial Completion

- 5.5.1 When the Contractor believes the Work required by Task Order for each project is Substantially Complete, the Contractor shall submit to the Project Manager a list of items to be completed or corrected. When the Project Manager on the basis of an inspection determines that the Work is in fact Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion of the Work, shall state the responsibilities of SJCCE and the Contractor for project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract Documents shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to SJCCE and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by SJCCE, SJCCE shall pay the Contractor an amount equal to ninety percent (95%) of the Project Price. Five Percent (5%) of the Project Price shall be retained until Final Completion, acceptance of the Work by SJCCE and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

- 5.6.1 When all the Work required by Task Order for each project is finally complete and the Contractor is ready for a Final Inspection, they shall notify SJCCE and the Project Manager thereof in writing. Thereupon, the Project Manager shall make Final Inspection of the Work and, if the Work is complete in full accordance with the project Task Order and the Task Order has been fully performed, the Project Manager shall promptly issue a Final Certificate for Payment for the project. If required to repeat Final Inspection of the Work, the Contractor shall bear the cost of correcting nonconforming Work and shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by SJCCE.
- 5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed in the Certificate of Substantial Completion, the Contractor shall pay SJCCE liquidated damages as indicated in Paragraph 3.1.2. per day for each calendar day of unexcused delay in achieving Final Completion beyond the date set forth for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by SJCCE, estimated at or before the time of issuance of the Task Order. When SJCCE reasonably believes that Final Completion shall be inexcusably delayed, SJCCE shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by SJCCE to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which SJCCE has withheld payment, SJCCE shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- 5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which SJCCE, or SJCCE's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by SJCCE; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by SJCCE the Contractor shall furnish a bond satisfactory to SJCCE to discharge any such lien or indemnify SJCCE from liability.
- 5.6.3 SJCCE shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Manager's execution of a Final Certificate for Payment.
- 5.6.4 Acceptance of Final Payment shall constitute a waiver of all claims against SJCCE by the Contractor except for those claims previously made in writing against SJCCE by the Contractor, pending at the time of Final Payment,

and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI – SJCCE

6.1 Information, Services and Items Required from SJCCE

6.1.1 SJCCE shall furnish to the Contractor, at the time of issuing each Task Order, any and all written and tangible material in its possession concerning conditions below ground at the site of the project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, SJCCE does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. SJCCE shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the project site. Copies may be provided instead of originals.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, SJCCE shall obtain all approvals, easements, and the like required for construction.

6.1.3 SJCCE shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual cost of reproduction per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform Work in accordance with any Task Order, SJCCE may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or SJCCE orders that Work be resumed. In such event, the Contractor shall immediately obey such order. Further, the Contractor shall not be paid for, nor make any claim for payment for, any Work done in connection with the Project, during the period of Work stoppage.

6.3 SJCCE's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by SJCCE under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to SJCCE that the cause of such stoppage shall be eliminated or corrected, SJCCE may, without prejudice to any other rights or remedies SJCCE may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued by SJCCE deducting from the Project Price the cost of correcting the subject deficiencies, and compensation for SJCCE's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Project Price is insufficient to cover the amount due SJCCE, the Contractor shall pay the difference to SJCCE.

ARTICLE VII – THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Manager and SJCCE, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work for each project strictly in accordance with the Contract Documents.

7.3 The Contractor shall supervise and direct the Work for each project using the Contractor's best skill, effort and attention. The Contractor shall be responsible to SJCCE for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

7.4 Warranty

7.4.1 The Contractor warrants to SJCCE that all labor furnished to progress the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall meet or exceed acceptable industry standards, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with the Contract. This warranty shall survive termination of the Contract and shall not be affected by Final Payment for any project hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at each project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from SJCCE or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to projects under the Contract are as follows:

Name	Function
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless SJCCE agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work for each project, shall submit to the Project Manager for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to each entire project. Each sum revision shall be furnished to the Project Manager. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of the Contract.

7.8 The Contractor shall continuously maintain at the project site, for the benefit of the Project Manager, one record copy of the Contract and the project Task Order marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the project site for the Project Manager the approved Product Data, Samples and other similar required submittals. For each project, upon Final Completion of the Work, such record documents shall be delivered to SJCCE.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work for each project in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to SJCCE and shall be delivered, or returned to SJCCE, as applicable, prior to Submittals shall belong to SJCCE and shall be delivered, or returned to SJCCE, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep each project site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the project and remove all waste, together with all of the Contractor's property there from.

7.11 Access to Work

7.11.1 SJCCE and the Project Manager shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, for each project, the Contractor shall indemnify and hold harmless SJCCE, its officers, Project Managers, and employees from, and against, any, and all, administrative/legal/equitable liability,

claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work noted in the Contract Documents, that are referenced and considered a part of the Contract. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting there from or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

- 7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.
- 7.13 Safety
- 7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining safety programs in connection with the performance of the Contract, in compliance with OSHA regulations (29 CFR Part 1926) and all applicable safety standards. The Contractor shall also take all necessary precautions to prevent Amphitheatre employees and site guests from accessing areas where there is a risk of injury, including implementing appropriate barriers, signage, and access controls.
- 7.13.2 Site Safety and Readiness Between Phases – Upon completion of each Task Order, the Contractor shall ensure that the project site is safe, secure, and fully accessible for normal venue operations. This includes, but is not limited to:
- (a) Securing Materials and Equipment – All construction materials, tools, and equipment must be properly stored or removed from the site to prevent hazards.
 - (b) Restoring Venue Accessibility – All areas of the venue, including seating, parking, pathways, and common spaces, must be cleared and available for regular use.
 - (c) Addressing Safety Concerns – Any temporary structures, barriers, or work zones must be removed or secured to ensure public safety.
 - (d) Final Inspection and Approval – The Contractor shall conduct a site walkthrough with SJCCE or its representative to confirm compliance before demobilization.
 - (e) Contractor Liability for Non-Compliance – If the Contractor fails to restore the site to a safe and operational condition, SJCCE reserves the right to take necessary corrective actions, including securing materials, clearing obstructions, or performing any work required to make the venue ready for public occupancy. The Contractor shall be liable for any costs incurred by SJCCE in performing such corrective actions, and these costs may be deducted from payments due to the Contractor.
- 7.13.3 The Contractor shall designate a member of the on-site construction team for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to SJCCE (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

ARTICLE VIII – CONTRACT ADMINISTRATION

8.1 Project Manager

- 8.1.1 The Project Manager, unless otherwise directed by SJCCE shall perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in the Contract. The Project Manager shall be SJCCE's representative for the entire Term of the Contract. The Project Manager shall be authorized to act on behalf of SJCCE only to the extent provided in the Contract. The Project Manager assigned to each project will be identified with the issuance of each Task Order.
- 8.1.2 SJCCE and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 8.1.3 The Project Manager shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Project Manager shall render written or graphic interpretations as necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

- 8.1.4 The Project Manager shall review the Contractor's Applications for Payment and shall certify to SJCCE for payment to the Contractor, those amounts then due to the Contractor as provided in the Contract Documents.
- 8.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of the Contract Documents. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.
- 8.1.6 The Project Manager shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
- 8.1.7 The Project Manager shall prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.1.8 The Project Manager shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to SJCCE for SJCCE's review and records, written warranties and related documents required by the Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.
- 8.2 Claims by the Contractor
 - 8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
 - 8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Work and SJCCE shall continue to make payments to the Contractor in accordance with each Task Order. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Manager and the Contractor.
 - 8.2.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Task Order, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Task Order, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Pricing Proposal for the Work, the Project Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to SJCCE having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
 - 8.2.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Project Price, as a condition precedent to any liability of SJCCE therefore, the Contractor shall give the Project Manager written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
 - 8.2.4.1 In connection with any claim by the Contractor against SJCCE for compensation in excess of the Project Price, any liability of SJCCE for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

SJCCE shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

- 8.2.5 Claims for Additional Time. If the Contractor is delayed in progressing any Work which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by SJCCE or someone acting on SJCCE's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Manager, for such reasonable time as the Project Manager may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

- 8.2.5.1 Delays and Extensions of Time. An extension of Project Time shall not be given due to weather conditions unless such weather conditions are more severe than average and have caused a delay. In requesting an extension of time for weather conditions, Contractor shall present complete records and such requests shall document how weather conditions delayed progress of the Work.

- 8.2.5.2 Requests for Extension of Time – Amphitheatre Operational Requirements. Due to the unique operational requirements of the St. Augustine Amphitheatre, time extensions may not always be feasible. Any request for additional time must be submitted in writing, accompanied by sufficient supporting documentation, and is subject to review and written approval by SJCCE or its authorized representative.

In evaluating such requests, SJCCE will consider the impact on scheduled events and performances, and whether the proposed extension would interfere with the Amphitheatre's operation. Under no circumstances shall an extension be granted that would result in the cancellation, rescheduling, or disruption of a scheduled show or event, or otherwise result in financial loss or reputational harm to SJCCE.

If additional time is approved, the revised work schedule must be structured around the existing event calendar, and the Contractor shall maintain the site in a safe, operational, and presentable condition for public use during all scheduled performances. Any approved extensions shall include such conditions as deemed necessary by SJCCE to ensure continued safe access and public readiness of the venue.

Failure to meet the revised schedule or properly accommodate the event calendar may result in termination for default or the imposition of liquidated damages as outlined elsewhere in this Agreement.

8.3 Field Orders

- 8.3.1 For each Project, the Project Manager shall have authority to order minor changes in the Work not involving a change in the Project Price or in Project Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX – SUBCONTRACTORS

9.1 Definition

- 9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

- 9.2.1 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project Manager shall reply within seven (7) business days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

- 9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to SJCCE by Subparagraph 12.2.1 below.

ARTICLE X – CHANGES IN THE WORK

10.1 Changes Permitted

- 10.1.1 Changes in the Work within the general scope of each Task Order, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Contract by properly executed Change or Field Order.
- 10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

- 10.2.1 The term "Change Order" shall mean a written order to the Contractor executed by SJCCE, or authorized designee, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the Project Price or the Project Time, or any combination thereof. Only a duly executed Change Order may change the Scope of Work, Project Price and/or the Project Time.

10.3 Changes in the Project Price

- 10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between SJCCE and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between SJCCE and the Contractor, then, as provided in Subparagraph 10.3.2 below.
- 10.3.2 If no mutual agreement occurs between SJCCE and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as SJCCE or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to SJCCE, payments on account shall be made to the Contractor on SJCCE's Certificate of Payment.
- 10.3.3 If Unit Prices are provided in a Task Order, and if the quantities contemplated are so changed by proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to SJCCE or to the Contractor, then the applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

- 10.4.1 The Project Manager shall have authority to order minor changes in the Work for each project not involving a change in the Project Price or an extension of the Project Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and shall be binding upon SJCCE and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

- 10.5.1 For each project, the execution of any Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Project Price and the Project Time. The Contractor, by executing a Change Order, waives and forever releases any claim against SJCCE for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

- 10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to SJCCE that the surety has been notified of and consents to, such Change Order and the

surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI – UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

- 11.1.1 If any of the Work for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.
- 11.1.2 If any of the Work for a project is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Manager or SJCCE, be uncovered for the Project Manager's inspection. If such Work conforms strictly to the Contract Documents, costs of uncovering and proper replacement shall by Change Order be charged to SJCCE. If such Work does not strictly conform to the Contract Documents, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

- 11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Manager as defective or failing to conform to the Contract Documents. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to SJCCE for the Project Manager's services and expenses made necessary thereby.
 - 11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from SJCCE. This obligation shall survive Final Payment by SJCCE and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.
 - 11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under the Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work for each project, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.
- ### **11.3 SJCCE May Accept Defective or Nonconforming Work**
- 11.3.1 If SJCCE chooses to accept any defective or nonconforming Work, SJCCE may do so. In such events, the Project Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Project Price, if any, is insufficient to compensate SJCCE for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from SJCCE, pay SJCCE such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII – CONTRACT TERMINATION

12.1 Termination by the Contractor

- 12.1.1 For each project, if the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to SJCCE, terminate performance under the Contract and recover from SJCCE payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.
- 12.1.2 For each project, if SJCCE shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under the Contract by written notice to the Project Manager. In such event, the Contractor shall be entitled to recover from

SJCCE as though SJCCE had terminated the Contractor's performance under the Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by SJCCE

12.2.1 For Convenience

12.2.1.1 SJCCE may terminate the Contract for convenience. In such instance, SJCCE shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. SJCCE may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to SJCCE or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to SJCCE for such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in either its possession or control.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination of the Contract, SJCCE shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) SJCCE and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent an agreement as to the amount due to the Contractor, SJCCE shall pay the Contractor the following amounts:

(i) Project Prices for labor, materials, equipment, and other services accepted under the Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (i) or (ii), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Project Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials to complete the Work, or fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of the Contract as determined by SJCCE, then SJCCE may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.

12.2.2.2 If the unpaid balance of the Project Price less any liquidated damages due under the Contract, exceeds the cost of

finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to SJCCE. This obligation for payment shall survive the termination of the Contract.

- 12.2.2.3 In the event the Contract is terminated by SJCCE for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII – INSURANCE

13.1 Contractor's Insurance

- 13.1.1 The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by SJCCE. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to SJCCE prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to SJCCE. Certificates shall specifically include SJCCE as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County Cultural Events, Inc.
1340C A1A South
St. Augustine, FL 32080

- 13.1.1.1 The Contractor shall maintain throughout the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.
- 13.1.1.2 The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.
- 13.1.1.3 The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.
- 13.1.1.4 The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.
- 13.1.1.5 The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law per Florida Statute 440.02.
- 13.1.1.6 In the event of unusual circumstances, SJCCE, or their designee, may adjust these insurance requirements.
- 13.1.1.7 Contractor shall provide SJCCE at least thirty (30) days prior notice of any cancellation of or modification to any insurance coverage required under the Contract.
- 13.1.1.8 It is the responsibility of the Contractor to ensure that all subcontractors comply with all insurance requirements provided in the Contract.
- 13.1.1.9 It is expressly noted that the insurance requirements contained herein are minimum requirements, subject to modification by SJCCE in response to high hazard operations.

ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY

14.1 Contractor's Employment Opportunity

- 14.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment

because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative measures to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, religion, sex, sexual orientation, gender identity, national origin, age, disability or any other characteristic protected by applicable law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- 14.1.2 The Contractor and all Subcontractors shall include in all solicitations or advertisements for employment a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or any other characteristic protected by applicable law.

ARTICLE XV – APPRENTICESHIP REQUIREMENTS

- 15.1 The Contractor shall make a good faith effort to employ apprentices or trainees on the Project at a ratio of at least one (1) apprentice or trainee for every five (5) journeymen in each applicable trade. This provision is intended to support workforce development and does not modify or supersede any requirements of applicable labor laws or collective bargaining agreements.

ARTICLE XV – CONTRACTOR HOURLY LABOR RATES

- 16.1 The Contractor shall provide, as part of this Agreement, a schedule of hourly labor rates for all applicable labor classifications anticipated to be used during the course of the Work. These rates shall include all labor-related costs, including wages, payroll burdens, fringe benefits, overhead, and profit.

This schedule shall be used in the event that time-and-materials pricing is required for additional work, changes in scope, or when otherwise agreed to by the Parties. Any proposed labor charges not included in the original schedule must be pre-approved in writing by SJCCE.

The Contractor agrees that these rates shall remain firm for the duration of the Contract unless adjusted in accordance with an approved modification or applicable escalation clause.

The current labor rate schedule is attached as Exhibit [A] to this Agreement and incorporated herein by reference.

ARTICLE XVII – MISCELLANEOUS

- 17.1 Governing Law and Venue

- 17.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

- 17.2 Successors and Assigns

- 17.2.1 SJCCE and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. In light of the scope and rationale for the Contract, the Contractor shall not assign the Contract without prior express written consent of SJCCE. However, SJCCE shall not unreasonably deny such written consent, when the interests of SJCCE are not negatively affected. Should the Contractor assign this Contract without securing the prior express written consent of SJCCE, then SJCCE may pursue any legal option available to them, including, but not limited to, termination of the Contract.

- 17.3 Surety Bonds

- 17.3.1 Projects under this Contract that require a Construction Bond will be identified in the Scope of Work. Cost of such Bond shall be identified in the Contractor's proposal. Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such Bonds. Each Construction Bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Contractor, the Contractor shall obtain an Amended Construction Bond, or a Construction Bond which reflects the adjusted Project Price. Such Amended

or new Construction Bond shall be provided to SJCCE within ten (10) days of the Change Order being approved to adjust the Project Price. The Construction Bond furnished by the Contractor shall be in form suitable to SJCCE and shall be executed by a Surety, or Sureties, reasonably suitable to SJCCE.

17.4 Safety of Persons and Property

17.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify SJCCE or the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to SJCCE.

17.4.2 Locations of existing utility lines shown on the Drawings are based upon the best information available to SJCCE, but shall not be considered exact either as to location or number of such lines.

17.4.3 Contractor shall protect utility lines constructed pursuant to terms of the Contract and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to SJCCE.

17.5 Amendments

It is expressly understood that any change, amendment, modification, revision, or extension of the Contract (other than termination, as noted elsewhere in the Contract) shall be in writing, and shall be executed by duly authorized representatives of both SJCCE and the Contractor.

17.6 Compliance with Local, State, and Federal Rules, Regulations, and Laws

In performance of the Contract, both SJCCE and the Contractor shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.

17.7 Effect of Failure to Insist on Strict Compliance with Conditions

The failure of either party hereto to insist upon strict performance of any term, condition, provision, and/or requirement of the Contract, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

17.8 Severability

If any word, phrase, sentence, part, subsection, section, or other portion of the Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of the Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17.9 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

17.10 Authority to Execute

Each party covenants to the other party hereto that it has the lawful authority to enter into the Contract and has authorized the execution of the Contract by the party's authorized representative.

17.11 Royalties and Payments

The Contractor hereby certifies that to the best of the Contractor's information, neither the Contractor, nor any process employed by the Contractor, infringes upon any trademark, patent, or other intellectual property rights of another party. Moreover, the Contractor agrees to pay (where required and/or applicable) any, and all, applicable royalties, and or license fees that are associated with any aspect of this Project.

17.12 Permits and Licenses.

To the extent required, the Contractor (at its sole expense) shall secure, obtain, acquire, and maintain permits, approvals, certificates, and/or licenses, in order to perform the Work referenced in the Contract, the Contractor shall be responsible or securing, obtaining, acquiring and maintaining at the Contractor's sole expense, and cost, any, and all, permits, licenses, certificates, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance.

17.13 Completion of All Required Forms

Throughout the duration of the Contract, the Contractor has an on-going duty to timely complete all forms required by Federal, State, or local law, rule, regulation, or ordinance, and where required, timely submit the required form to the applicable entity/person.

17.14 No Third-Party Beneficiaries

Both SJCCE and the Contractor explicitly agree, and the Contract explicitly states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

17.15 E-Verify

The Contractor agrees that it will enroll and participate in the federal E-verify Program for Employment Verification. The Contractor further agrees to comply with, and abide by, any, and all, applicable rules and provisions associated with the federal E-verify Program for Employment Verification.

17.16 Survival.

It is explicitly noted that the following provisions identified by numbered caption and contained herein shall survive any suspension, termination, cancellation, revocation, expiration and/or non-renewal of the Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, expiration and/or non-renewal: (1) Article 1.5 (Intent and Interpretation); (2) Article 1.6 Ownership of Contract Documents; (3) Article 7.4 (Warranty); (4) Article 7.12 (Indemnity); (5) Article 11 (Uncovering and Correcting Work); and (6) Article 12.2.2 (Termination for Cause).

IN WITNESS WHEREOF, St. Johns County Cultural Events, Inc. has executed this Contract, and the Contractor has duly signed the same as of the date first written above.

OWNER

St. Johns County Cultural Events, Inc. (Seal)

By: _____
Representative Signature)

Name)

Title)

(Date of Execution)

CONTRACTOR

Thomas May Construction Company (Seal)

By:  _____ (SJCCE
(Contractor Representative Signature)

Keith R. Ward _____ (Printed
(Printed Name)

President _____ (Printed
(Printed Title)

05/20/2025 _____
(Date of Execution)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization

this 20th day of May, 2025, by Keith R. Ward,

as President of Thomas May Construction Company,

who is ☒ personally known to me or ☐ has produced N/A as identification.

(Seal)

Brenda S. Rau

Notary Public – State of Florida

Name: Brenda S. Rau

Commission No.: HH451764

My Commission Expires: October 30, 2027





SCHERER CONSTRUCTION OF NORTH FLA, LLC. – Design Build Palatka Public Works Facility

THIS AGREEMENT, entered into this 21st day of December 2023, between SCHERER CONSTRUCTION OF NORTH FLA, LLC, a Florida Limited Liability company, 2926 Edison Ave, Jacksonville, FL 32254, (hereinafter “SCHERER CONSTRUCTION”) and the City of Palatka, a Florida municipal corporation, 201 N. 2nd Street, Palatka, Florida 32177, (hereinafter “CITY”).

WHEREAS, the City advertised a Request for Proposals (ITB 2023-13) for the design and construction services of a public works facility and received a response from SCHERER CONSTRUCTION; and

WHEREAS, the City of Palatka on October 21st, 2023, awarded the ITB to SCHERER CONSTRUCTION; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, SCHERER CONSTRUCTION and the CITY agree as follows:

ARTICLE I – OBJECTIVE

SCHERER CONSTRUCTION hereby agrees to perform the following for the City: To complete the scope of work in its entirety as outlined by the City for this project as outlined in ITB 2023-13 and all Addendums and the stated services included in the SCHERER CONSTRUCTION Bid Proposal submitted in response to ITB 2023-13 are incorporated herein by reference to this Agreement and included as Attachment A.

The scope of work shall include but is not limited to all design, geotechnical surveys, architectural services, engineering services, and all other work necessary to fully and timely complete the final design of the Project in accordance with the Contract Documents, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. (Construction costs will be determined as part of an amendment to the contract following completion of final design)

ARTICLE II – DURATION

This Agreement is valid until the completion of all terms and conditions listed herein are fulfilled, however, no later than the date included in the attached Notice to Proceed, which is incorporated and included as Attachment B.

ARTICLE III – REMUNERATION

The CITY shall pay to SCHERER CONSTRUCTION a maximum total sum not to exceed \$160,920.00.

ARTICLE IV – ADDITIONAL TERMS

1. **INDEMNIFICATION:** SCHERER CONSTRUCTION hereby agrees to indemnify the City and to hold the City harmless against any and all claims, action, or demands against the City and against any and all damages for injury to or death of any person and for loss of or damage to any and all property arising out of the negligent acts, errors or omissions of SCHERER CONSTRUCTION, including but not limited to, attorneys' fees arising out of or resulting from the performance of the work under this Agreement regardless of the standard of care. SCHERER CONSTRUCTION shall not be held responsible for any claims caused by the negligence of the City.

2. **NOTIFICATION:** Any correspondence regarding this Agreement shall be forwarded by Certified Mail via the U. S. P.S. to the following parties:

To CITY:

Del McMillen, Director
Public Works Department
1010 Ocean Street
Palatka, Florida 32177

To SCHERER CONSTRUCTION:

Erik Otte, President
Scherer Construction
2926 Edison Ave
Jacksonville, FL 32254

4. **CONSTRUCTION:** Jurisdiction and venue shall be governed by the laws of the State of Florida, and venue for all actions in a court of competent jurisdiction shall lie in Putnam County.

5. **WAIVER:** No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by SCHERER CONSTRUCTION of the same, or any other provision or the enforcement thereof.

6. **SEVERABILITY:** Should any phrase, word or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration or illegality and/or invalidity shall not affect the remainder hereof.

7. **ENTIRE AGREEMENT – MODIFICATION:** No statements, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between SCHERER CONSTRUCTION and the CITY or be binding upon any of them. SCHERER CONSTRUCTION and the CITY acknowledge that this Agreement contains the entire understanding and Agreement between them. No modifications hereof shall be effective unless made in writing and executed by SCHERER CONSTRUCTION and the CITY hereto with the same formalities as this Agreement is executed.

IN WITNESS THEREOF, SCHERER CONSTRUCTION and the CITY hereto have hereunto set their hand and seals the day and year first above written.

SCHERER CONSTRUCTION, LLC:

Erik Otte

THE CITY:



Roberta M. Correa, Its Mayor

ATTEST:

Witness



City Clerk

ATTACHMENTS

Exhibit A



CONTRACT DOCUMENT GUIDE

Design-Build Project for Palatka Public Works Facility

Located at 7220 PRC Way, City of Palatka (Putnam County), Florida 32177

July 2023

Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095
(904) 224-7082

Justin Vollenweider, AIA
jvollenweider@passero.com





Invitation to Bid (ITB #2023-13)

Palatka Public Works Facility

The City of Palatka is seeking bids for Palatka Public Works Facility (Design-Build) in Palatka, FL. All parties interested in submitting a bid to perform the contracted work must register their name, email address, mailing address, and telephone number with Passero Associates by emailing awitt@passero.com to receive any future changes, additions, addendums or notices concerning this ITB. *Bid documents obtained from the Passero Associates website automatically register Planholder.*

Advertisement Date: Thursday, July 27, 2023
MANDATORY Thursday, August 3, 2023 @ 11AM local time
Pre-bid conference: 205 North Second St.
Palatka, FL 32177
Bid Deadline: **Tuesday, August 29, 2023 @ 11AM local time**
Contact: Justin Vollenweider, Associate | Senior Architect
Passero Associates
4730 Casa Cola Way, Suite 200
jvollenweider@passero.com
(904) 224-7082

Any qualified individual or firm desiring to perform the described services shall submit one (1) original and one (1) digital copy on a flash drive in a sealed envelope marked with the following statement using red ink: “**RESPONSE TO INVITATION TO BID ITB #2023-13 FOR PALATKA PUBLIC WORKS FACILITY DESIGN-BUILD**”. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City of Palatka reserves the right to reject any and all submittals, to waive any informalities or irregularities in the ITB process and to award the contract(s) in the best interest of the City.

Bidding documents (Information for Bidders, Project Manual and Drawings) may be examined at City of Palatka’s City Hall building, located at 201 N. 2nd Street, Palatka FL 32177.

A complete Bid Document set, including project drawings and technical specifications, will be available on **Thursday, July 27, 2023** and may be obtained from **Passero Associates, LLC** at www.passero.com under the 'BID'. The Complete Bid Document will also be available from the following sources:

Plan Room of Construction Bulletin/Construction Journal, Jacksonville, FL; Mid-State Builders Exchange, Ocala, FL; The Blue Book Building and Construction Network; Dodge Data & Analytics, Jacksonville, FL; Builders Exchange Plan Rooms, Daytona & Tampa, FL; ConstructConnect - Pelham, AL, Norcross, GA, and all of FL.

Bids shall be completed on the enclosed Bid Forms; as set forth in the Invitation to Bid and otherwise be in compliance with the Bidding Documents. Each bid must be submitted on the prescribed form and certified by the Bidder. Bidders shall provide three (3) references. Sealed bids will be received by Ms. Sunni Krantz, City Clerk, City of Palatka, 201 North 2nd Street, Palatka, Florida 32177 until **11:00 A.M.local time on Tuesday, August 29, 2023** Any bids received after the specified time and date will not be considered. The sealed bids received will be publicly opened and read aloud at the City of Palatka's City Hall building as soon as possible after the submission deadline.

Bid Submission Mailing Address:

Sunni Krantz, City Clerk
City of Palatka
201 N 2nd Street
Palatka, Florida, 32177

The City of Palatka reserves the right to waive any informalities or to reject any or all bids. The City of Palatka is an Equal Opportunity Employer. Each Bidder must make a monetary deposit with their security in the amount, form and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable according to the Department of Treasury Circular 570.

The Bidder shall be properly licensed and fully insured; upon award of bid, present to the City of Palatka paperwork indicating such. The contractor shall begin mobilization and procurement of materials within ten (10) working days of the receipt of the "Notice to Proceed".

For further information or clarification, contact: Justin Vollenweider, Passero Associates, by email at jvollenweider@passero.com. Prospective bidders who wish to be notified of any amendments/addenda must register their name and contact information with Passero Associates.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Palatka (herein called the "City"), invites bids on the form attached hereto, all blanks of which must be appropriately completed. Bids will be received by the City Clerk at City Hall until 3:00 p.m. (local time), Tuesday, August 29, 2023, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to City of Palatka, 201 North 2nd Street, Palatka, Florida 32177 designated as **RESPONSE TO INVITATION TO BID ITB #2023-13 PALATKA PUBLIC WORKS FACILITY DESIGN-BUILD**

The City may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed form and accompanied by a Certification of Bidder Regarding Equal Employment Opportunity and Form 950.1; Certification by Bidder (Contractor) concerning Labor Standards and Prevailing Wage Requirements, Form 1421, and Certification of Bidder regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be completed in ink or typewritten, in both words and figures, and the foregoing.

Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Subcontracts

The prime contractor must perform 30% of the scope of work. The bidder is specifically advised that any person, or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be acceptable to the owner.
- b. Must submit a Certification by Proposed Subcontractor regarding Equal Employment Opportunity and Form 950.2; a Certification by Proposed Subcontractor concerning Labor Standards and Prevailing Wage Requirements, Form 1421A; and a Certification of Proposed Subcontractor regarding Section 3 and Segregated Facilities. Approval of the Proposed Subcontract award cannot be

given by the City unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

4. Telegraphic Modifications

Any bidder may modify his/her bid by tele-graphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two calendar days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The City may elect to award the project in phases. In the event that the project is awarded in phases, unit prices included in the bids shall be used to determine the actual contract amounts. The itemized unit prices shall include all labor, materials, bailing shoring, removal, disposal, overhead, profit, insurance, etc., to cover the finished work with the means and methods required. In the event that the project is awarded in phases, the City reserves the right to extend the Contract for future phases using the same unit prices for a period of one year. For those line items that are lump sum fees, or otherwise are not measurable unit prices, the values shall be negotiated prior to award with the apparent successful bidder. Should the apparent successful bidder and the City not be able to come to agreement on these values, the City shall terminate negotiations with this bidder and begin negotiations with the next eligible bidder, based on the order of preference as determined by the City after the initial bid opening and evaluation.

6. Qualifications of Bidder

The City may investigate the qualifications of the prospective bidder in order to determine the ability of the bidder to successfully perform the work. The bidder shall furnish to the City all such information and data for this purpose upon request from the City. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by a bid bond. The bid bond shall be prepared on the form titled bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, in the amount of 5% of the bid. Bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids. The remaining Bid bonds will be returned promptly after the City

and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as notification of the acceptance of the bid has not taken place.

8. Standardized Changes Conditions

Differing site conditions.

- a. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- b. Upon written notification, the engineer will investigate the site & observe the conditions, upon which if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made accordingly and the contract modified in writing. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- c. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- d. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Suspensions of work ordered by the engineer.

- a. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- b. Upon receipt of written request for adjustment, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension, and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

- c. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- d. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Significant changes in the character of work.

- a. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- b. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- d. The term "significant change" shall be construed to apply only to the following circumstances:
 - a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.
 - b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

9. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within 10 days after receipt of notice of the acceptance of the bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with the bid.

10. Time of Completion and Liquidated Damages

Bidder must agree to commence work on date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within **ninety (90) consecutive calendar days** thereafter.

Applicable liquidated damages are the amounts established in the following schedule:
\$500.00 Per Calendar Day

For all contracts, regardless of whether the contract time is stipulated in calendar days, the Engineer will count days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work with the time stipulated in the contract, or within such extra time that the Owner may have granted the Contractor or, in case of his default, the surety shall pay to the Owner, liquidated damages, the applicable amount above per calendar day in which work is not completed. The Owner has the right to apply, as payment on such liquidated damages, any money the Owner owes the Contractor. The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

11. Preferred Payment

The City in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods may include:

1. Traditional – payment by check, wire transfer or other cash equivalent.
2. Standard – payment by credit card.

The City cautions vendors to consider both methods of payment when determining pricing as no additional surcharges or fees will be considered (per Rules for VISA Merchants and MasterCard Merchant Rules). The City will entertain proposals clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial proposal submittal if it is clearly marked as an "Additional discount for payment via traditional methods."

12. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

13. Addenda and Interpretations

No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Justin Vollenweider, Project Manager at jvollenweider@passero.com, to be given consideration and must be received by

Wednesday, August 16, 2023 by 5PM local time. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted in the “Bid” at www.passero.com. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become part of the contract documents.

14. Security for Faithful Performance

Simultaneously, with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond and bonds shall be a duly authorized surety company satisfactory to the City.

15. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

16. Requirements for Federal Jobs

a. Compliance with FHWA 1273

- i. Form FHWA 1273 – Required Contract Provisions Federal-Aid Construction Contracts shall be required in all construction agreements and all subcontractor agreements. The FHWA-1273 Electronic version, dated May 1, 2012, is posted on the Department’s website at the following URL address www.dot.state.fl.us/specificationoffice/Implemented/URLinSpecs/Files/df1273.pdf.

17. Records and Reports

The Contractor shall keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

- a. The number of minority and non-minority group members employed in each work classification on the project.
- b. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).
- c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.
- d. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation

among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and non-minority group employees currently engaged in each work classification required by this Contract work.

18. Prohibition Against Convict Produced Materials

6-12.1 Source of Supply — Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

- a. materials produced by convicts on parole, supervised release, or probation from a prison.
- b. materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

19. Title VI Requirements

The Prime Contractor and all Sub-Contractors working on federally funded projects are required to comply with Title VI of the Civil Rights Act which requires non-discrimination in employment and contracting practices based on race, color, religion, sex, national origin, age or disability.

BID BONDS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound
unto The City of Palatka, FL as owner in the penal sum
of _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____. 20__.

The condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain Bid, attached hereto and hereby made apart
hereof to enter into a contract in writing for the:

NOW, THEREFORE,

(A) If said Bid shall be rejected, or in the alternate,

(B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L. S.)

SEAL

By: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____, doing business as
_____, hereinafter

called "Principal" and _____, of _____,

State of Florida, hereinafter called the "Surety", are held and firmly bound unto

_____, Florida, hereinafter called "Owner" in the penal sum of

_____ Dollars and _____ Cents (\$_____) in lawful

money of the United States for the payment of which sum well and truly to be made, we bind

ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the design-build of:

Palatka Public Works Facility

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due on materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in six (6) counterparts each, one (1) of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

(SEAL) _____ (PRINCIPAL)

WITNESS AS TO PRINCIPAL By _____

ATTEST:

(Address)

(SEAL) _____
(Surety) (Surety)

Witness as to Surety By _____
Attorney-in-Fact

(Address-Zip Code) (Address-Zip Code)

Countersigned:

By _____
Attorney-in-Fact, State of Florida

NOTE: Date of Bond must be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The City of Palatka, FL
(Name of Owner)

201 North 2nd Street, Palatka, FL 32177
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, (\$_____) in lawful money of the United States, for the payment of which sum
will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with OWNER, dated _____ day of _____, 20__, a copy of
which is hereto attached and made a part hereof for the construction of:

Palatka Public Works Facility

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements thereof which may be granted by the
Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands
incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay
the owner all outlay and expenses which the Owner may incur in making good any default, and shall
promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials
for or performing labor in the prosecution of the work provided for in such Contract, and any
authorized extension or modification thereof, including all amounts due on materials, lubricants, oil,
gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or

used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

ATTEST:

_____	Principal
(Principal Secretary)	By _____(s)
	(SEAL)
_____	_____
(Witness to Principal)	(Address)
_____	_____
(Address)	
_____	_____
(Surety)	

ATTEST:

(Surety Secretary)	
(SEAL)	
_____	_____
(Witness to Surety)	(Attorney-in-Fact)
_____	_____
(Address)	(Address)

NOTE: Date of BOND must be prior to the date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located. BID FOR LUMP SUM CONTRACTS

Place _____ Date _____ Project No. _____

Proposal of _____ (hereinafter called "Bidder")

(a corporation ☐ partnership ☐ individual ☐ doing business as

_____)

to the City of Palatka, FL hereafter called "Owner".

The bidder, in compliance with your invitation for bids for the construction of Palatka Public Works Facility

having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Project within ninety (90) consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$500.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 11 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

BASE BID: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum of _____
(in words)
(\$ _____) Amount shall be shown in both words and figures. In case of
(in numbers)
discrepancy, the amount shown in words will govern.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

Upon receipt of written notice the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 15 of the General conditions.

The bid security attached in the sum of _____

(in words)
(\$ _____) is to become the property of the Owner in the event contract and bond are
(in numbers)
not executed within the time above set forth, as liquidated damages for the delay and additional
expense to the Owner caused thereby.

Respectfully submitted:

By: _____
(Signature)

(Title)

(Business Address and Zip Code)

(SEAL - if bid is by corporation)

BONDING AND INSURANCE

1. This Attachment sets forth bonding and insurance requirements for grants. No other bonding and insurance requirements shall be imposed other than those normally required by the recipient.

2. Except as otherwise required by law, a grant that requires the contracting (or subcontracting) for construction of facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees performance bond, and payment bonds unless the construction contract or subcontract exceeds \$100,000.00. For those contracts or subcontracts exceeding \$100,000.00, the State may except the bonding policy and requirements of the recipient provided the State has made a determination that the State's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid. (See Section 7 of "Information for Bidders")

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

3. Where the Federal Government guarantees or insures the repayment of money

borrowed by the recipient, the State, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirement of the recipient is not deemed adequate to protect the interest of the Federal Government.

4. Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).

CERTIFICATION AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____, Secretary of the Corporation named as Principal in the within bond;
that _____, who signed the said bond on behalf of the Principal was then
_____ of said corporation; that I know his/her signature, and his/her signature
thereto is genuine; and that said bond as dully signed, sealed, and attested to for and in behalf of
said corporation by authority of this governing body.

(Corporate)

(Seal)

Title: _____

Power of Attorney for person signing for surety company must be attached to bid.

CERTIFICATION BY BIDDER

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes [] No []
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes [] No []
3. Bidder has filed all compliance reports due under applicable instructions. Yes [] No []
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended? Yes [] No []

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

DATE

Form 950.1

CERTIFICATION OF BIDDER REGARDING SECTION 3

Name of Prime Contractor

Project Name & Number

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract.

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).

(c) No segregated facilities will be maintained.

Name of Signer

Title of Signer

Signature

Date

Form 950.2

CONTRACTOR

Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Palatka.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, HomeTown Plan or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

*E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

* Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

J. To list on Table A, information related to subcontracts to be awarded.

K. To list on table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan,
and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

(DURATION OF THE CDBG-ASSISTED PROJECT)

[illegible]

*The Project Area is coextensive with the physical boundaries of the City of Palatka, Florida

Company

Project Name

Project Number

EEO Officer (Signature)

Date

Form 1422

TABLE B

Column 1 Job Category	Column 2 Total Estimated Positions	Column 3 # Positions Currently Occupied By Permanent Employees	Column 4 # Positions Not Currently Occupied	Column 5 # Positions To Be Filled With L.I.P.A.R.*
Officers Supervisors				
Professionals				
Technicians				
Housing/Sales Rental/Mgmt				
Office Clerical				
Service Workers				
Others				

TRADES:

Journeyman				
Helpers				
Apprentices				
Maximum # Trainees				
Others				

Totals				
---------------	--	--	--	--

*Lower Income Project Areas Residents:

Individuals residing within the City of Palatka whose family income does not exceed 80% of the median income in the State.

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

NAME OF SUB CONTRACTOR

PROJECT NAME & NUMBER

The undersigned hereby certifies that

(a) Section 3 provisions are included in the Contract.

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).

(c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

NAME & TITLE OF Signer (Print or Type):

Signature

Date

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF CONTRACTOR

PROJECT NUMBER

INSTRUCTIONS

This certification is required pursuant to executive Order 11246 (30 F. R.12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTORS CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include Zip Code)

1. Bidder has participated in previous contract subject to the Equal Opportunity Clause.
Yes [] No []

2. Compliance reports were required to be filed in connection with such contract or subcontractor.
Yes [] No []

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes [] No []

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes [] No []

NAME AND TITLE OR SIGNER (Please type):

SIGNATURE

DATE

CONTRACTOR' CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To: (Appropriate Recipient)

DATE: _____

PROJECT NUMBER (if any)

PROJECT NAME

1. The undersigned, having executed a contract with _____

_____ (or the construction of the above identified project), acknowledges that

(a) The Labor Standards provisions are included in the aforesaid contract:

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility:

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U. S. C. 276a-2(a))

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE
STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (if name, so state)

NAME	ADDRESS	NATURE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

(e) The names, addresses and trade classification of all other building construction contractors in which the undersigned has a substantial interest are: (if name, so state)

NAME	ADDRESS	NATURE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contractor

Date _____

WARNING

U.S. Criminal Code Section 1010, Title 18, U.S.C., provides in part: "Whoever,.....makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

SUBCONTRACTOR CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To: City of Palatka

DATE: _____

PROJECT NUMBER: _____

PROJECT NAME: _____

1. The undersigned, having executed a contract with _____

_____ (or the construction of the above identified project), acknowledges that

(a) The Labor Standards provisions are included in the aforesaid contract:

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility:

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U. S. C. 276a-2(a))

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE
STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (if name, so state)

NAME	ADDRESS	NATURE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

(e) The names, addresses and trade classification of all other building construction contractors in which the undersigned has a substantial interest are: (if name, so state)

NAME	ADDRESS	NATURE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contractor

Date _____

WARNING

U.S. Criminal Code Section 1010, Title 18, U.S.C., provides in part: "Whoever,.....makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____ ,
by and between the City of Palatka herein called the "owner" through its _____ and

STRIKE OUT (a corporation) (a partnership) (an individual)
IN APPLICABLE
TERMS

doing business as _____

of _____, City of _____, and State of

Florida, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Palatka Public Works Facility

hereinafter called the project, for the sum of \$_____ and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at the CONTRACTORS' own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, General Conditions, Supplemental General Conditions and Special Conditions of the Contract; the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof; the specifications and contract documents therefore as prepared by _____, herein entitled the Architect/Engineer; and as numbered in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within ninety (90) consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of **\$500.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 11 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 12, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

_____	_____
(Secretary)	(Owner)
_____	By _____
_____	_____
(Witness)	(Title)

(Seal)

_____	_____
(Secretary)	(Contractor)
_____	By: _____
_____	_____
(Witness)	(Title)

	(Address and Zip Code)

Note: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the City of Palatka do hereby certify as follows:

I have examined the attached contract (s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly authorized; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: _____

**INSERT
TECHNICAL
SPECIFICATIONS
HERE**

Bidder's Experience List

The following are contracts similar in scope to this project which the Contractor has performed within the past five (5) years:

Subcontractors List

The following are Subcontractors to be employed by the Contractor:

Name	Description of Work

Manufacturers List

The following are Manufacturers of materials and equipment to be utilized by the Contractor:

Name	Description of Materials and Equipment



NOTICE OF AWARD

TO:

Date:

Project:

The Owner has considered the Bid Proposal submitted by you for the above described project in response to its Advertisement for Bids dated _____ and Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within 7 calendar days from the date of this Notice of Award to you.

If you fail to execute said Agreement and to furnish said Bonds within 7 calendar days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return seven duplicate original acknowledged copies of this Notice of Award to the Owner.

Dated this _____ day of _____, 20____, _____, Florida.

OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by _____ this _____ day of _____, 20____.

By: _____

Title: _____



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CHANGE ORDER NO.

Project No. _____ Date _____

Owner: City of Palatka

Project Address:

Contractor:

Change Ordered:

Reason for Change Order:

CONTRACT AMOUNT

Original Contract Amount \$

Previous Change Orders \$

Change Order Addition \$

Change order Deduction \$

Revised Contract Amount \$

This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.

Contractor Date

Owner (City/County) Date

Engineer Date

Project Manager Date

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____

Fax: _____

Cell Phone: _____

Email: _____

Submitted By: _____

Title: _____

Vendor Accepts Credit Cards*: Yes No (Please Circle)

Accounting Contact: _____

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

***See preferred method of payment under “Prompt Payment Act” section of the Information to Bidders**

**CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION
287.133(3)(A), ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____. (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime.
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding thirty six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

CELL PHONE: _____ EMAIL: _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida.
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: _____

Contact Name (Print): _____

Authorized Signature: _____

Title: _____

Date: _____

RESPONDENT'S CERTIFICATION

I have carefully examined the Invitation to Bid (ITB), the other related documents identified in the ITB, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

1. I hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my bid will remain firm for a period of 120 days in order to allow the City adequate time to evaluate the bids.
2. I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.
4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Palatka or any other proposer is interested in said bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Signature

Date_____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [_] physical presence or [_] online
notarization, this _____ day of _____ 20____, by _____.

(NOTARY SEAL) (Signature of Notary Public-State of Florida)
(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced_____

SECTION 00 01 10 - TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00 01 10 - Table of Contents
- B. 00 21 13 - Instructions to Bidders
- C. 00 31 00 - Available Project Information
- D. 00 41 00 - Bid Form
- E. 00 50 00 - Contracting Forms and Supplements

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 10 00 - Summary
- B. 01 20 00 - Price and Payment Procedures
- C. 01 25 00 - Substitution Procedures
- D. 01 30 00 - Administrative Requirements
- E. 01 30 50 - Design Procedures and Substantiation Requirements
- F. 01 32 16 - Construction Progress Schedule
- G. 01 40 00 - Quality Requirements
- H. 01 50 00 - Temporary Facilities and Controls
- I. 01 60 00 - Product Requirements
- J. 01 70 00 - Execution and Closeout Requirements
- K. 01 78 00 - Closeout Submittals

2.02 DIVISION 02 -- EXISTING CONDITIONS (NOT USED)

2.03 DIVISION 03 -- CONCRETE (NOT USED)

2.04 DIVISION 04 -- MASONRY (NOT USED)

2.05 DIVISION 05 -- METALS (NOT USED)

2.06 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES (NOT USED)

- 2.07 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION (NOT USED)**
- 2.08 DIVISION 08 -- OPENINGS (NOT USED)**
- 2.09 DIVISION 09 -- FINISHES (NOT USED)**
- 2.10 DIVISION 10 -- SPECIALTIES (NOT USED)**
- 2.11 DIVISION 11 -- EQUIPMENT (NOT USED)**
- 2.12 DIVISION 12 -- FURNISHINGS (NOT USED)**
- 2.13 DIVISION 13 -- SPECIAL CONSTRUCTION (NOT USED)**
- 2.14 DIVISION 14 -- CONVEYING EQUIPMENT (NOT USED)**
- 2.15 DIVISION 21 -- FIRE SUPPRESSION (NOT USED)**
- 2.16 DIVISION 22 -- PLUMBING (NOT USED)**
- 2.17 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) (NOT USED)**
- 2.18 DIVISION 26 -- ELECTRICAL (NOT USED)**
- 2.19 DIVISION 27 -- COMMUNICATIONS (NOT USED)**
- 2.20 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY (NOT USED)**
- 2.21 DIVISION 31 -- EARTHWORK (NOT USED)**
- 2.22 DIVISION 32 -- EXTERIOR IMPROVEMENTS (NOT USED)**
- 2.23 DIVISION 33 -- UTILITIES (NOT USED)**
- 2.24 DIVISION 34 -- TRANSPORTATION (NOT USED)**
- 2.25 DIVISION 40 -- PROCESS INTEGRATION (NOT USED)**
- 2.26 DIVISION 46 -- WATER AND WASTEWATER EQUIPMENT (NOT USED)**

END OF SECTION

SECTION 00 21 13 - INSTRUCTIONS TO RESPONDENTS

SUMMARY

1.01 THE INSTRUCTIONS IN THIS DOCUMENT SUPPLEMENT THE INFORMATION TO BIDDERS AND OTHER PROVISIONS OF THE BIDDING AND CONTRACT DOCUMENTS.

1.02 DOCUMENT INCLUDES

- A. Definitions
- B. Invitation
- C. Qualifications Proposal Requirements
- D. Price Proposal Requirements
- E. Consideration of Qualifications and Price Proposals
- F. Bid Documents and Contract Documents
- G. Site Assessment

1.03 RELATED DOCUMENTS

- A. Document 00 31 00 - Available Project Information.
- B. Document 00 41 00 - Bid Form.
- C. Document - Information to Bidders.

1.04 DEFINITIONS

- A. Contract Documents. The term "Contract Documents" includes: Advertisement, the Design and Construction Criteria Package, Design-Builder Qualifications Proposal and Price Proposal, Noncollusion Affidavit, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Design Liability Insurance, Specifications, plans (including revisions thereto), Addenda, or other information mailed or otherwise transmitted to the prospective respondents prior to the receipt of bids, work orders and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.
- B. Design and Construction Criteria Package (DCC). Criteria for Contractor Prepared Design, Scope of Work and Service, and all other documents attached thereto; and which, together set forth the criteria for work to be provided to complete this Contract.
 - 1. Plans (included within DCC) consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. In addition to the work and materials specifically called for in the Contract Documents and any additional incidental work, not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work will be included in the Contract Lump Sum Price.
 - 2. Specifications (included within DCC) cover aspects of the design and construction that are not adequately described in the Plans. Specifications may consist of "Performance" or "Prescriptive" requirements.
- C. Design-Build Firm (or "Contractor"). Design-Build Firm means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to practice engineering, architecture, and construction contracting, as appropriate, in the State of Florida.
- D. Architect/Engineer of Record (A/EOR). The Professional Architect/Engineer or Architectural/Engineering Firm registered in the State of Florida that is responsible for the preparation of the Construction Documents based on the Contract Documents (including the Design and Construction Criteria Package). The Architect/Engineer of Record shall be a part of the Design Build Firm.

- E. Owner's Representative. The Owner's Representative is the main architectural designer of the project, responsible for Contract Documents, and will act as a representative for the owner for the duration of the project.

1.05 INVITATION

A. INTENT

1. General:

- a. The intent of the Contract is to provide for the Architectural and Engineering services, furnishing of materials, construction, and completion in every detail of the work described in this Contract. The Design-Build Firm shall furnish all Architectural/Engineering and all of its associated direct and indirect costs, construction labor, materials, equipment, supervision, tools, transportation, and supplies required to complete the work in accordance with the requirements of the Contract Documents. The terms and conditions of this Contract are fixed price and fixed time. The Contractor's submitted bid (time and cost) is to be a lump sum bid for completing the scope of work detailed in the Contract.
- b. The Design-Build Firm shall have all liability and responsibility for all unknowns and/or differing site conditions; and including but not limited to any or all utilities, subsoil conditions, permits, etc. of any nature or kind, unless otherwise stated in the Contract. In the event that unforeseeable work is provided for in the Contract, such work shall be paid for in accordance with section 01 20 00 - Price and Payment Procedures.
- c. No substantial change, as determined at the sole discretion of the Owner's Representative, in general plan or character of the work shall be made without written agreement by the Owner's Representative. The plans shall be dated, stamped, and signed and sealed by the Architect/Engineer of Record and shall be transmitted to the Owner's Representative for review, approval and project records. The Design-Build Firm shall schedule the transmittal so that the Owner's Representative receives the plans and shop drawings at least 15 working days prior to commencement of any portion of work described in the plans or as specifically required in the Request for Proposal.

2. Examination of Contract Documents and Scope of Work:

- a. The Design-Build Firm shall be responsible for compliance with Design and Construction Criteria which sets forth requirements for the project.
- b. The Design-Build Firm shall examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the scope of work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be given to the Owner's Representative.
- c. The Owner does not guarantee the details pertaining to borings, as shown on the plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered.
- d. The Design-Build Firm shall demonstrate good Project management practices while working on this Project. These include communication with the Owner

and Owner's Representative and others as necessary, management of time and resources, and documentation.

- e. The respondent's submission of a proposal is prima facie evidence that the respondent has made an examination as described in this Article.

B. CONTRACT TIME

- 1. Owner requires that under the work of this contract be completed as quickly as possible and consideration will be given to time of completion when reviewing the submitted bids.
 - a. Respondent to identify contract time in bid documents.

1.06 QUALIFICATIONS PROPOSAL REQUIREMENTS

A. GENERAL

- 1. Each Design-Build Firm being considered for this Project is required to submit a Qualifications Proposal. The proposal shall include sufficient information to enable the Owner to evaluate the capability of the Design-Build Firm to provide the desired services. The data shall be significant to the Project and shall be innovative, when appropriate, and practical.
- 2. Refer to item 1.08 for process and consideration of bids.

B. SUBMISSION PROCEDURE

- 1. Respondents shall be solely responsible for the delivery of their technical proposals in the manner and time prescribed.
- 2. Submit (upload) one (1) original and (1) digital copy on a flash drive in a sealed envelope marked with the following statement using red ink "RESPONSE TO INVITATION TO BID ITC #2023-13 FOR PALATKA PUBLIC WORKS FACILITY DESIGN-BUILD." If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.
- 3. An abstract summary of submitted bids will be made available to all respondents following Respondent Qualifications Proposal opening.

C. SUBMITTAL REQUIREMENTS

- 1. The Qualifications Proposal shall be bound with the information, paper size and page limitation requirements as listed herein.
- 2. Paper size: 8½" x 11". The maximum number of pages shall be 30, single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as 2 pages. 11"x17" sheets are prohibited.
 - a. Minimum font size of ten (10) shall be used.
 - b. Times New Roman shall be the required font type.
- 3. Only upon request by the Owner, provide calculations, studies and/or research to support features identified in the Qualifications Proposal. This only applies during the Qualifications Proposal Evaluation phase.
- 4. To facilitate the evaluation, respondent shall submit and organize all responses in the same order as listed below.
- 5. Submittals shall be limited to no more than 30 single sided sheets, not including representative projects.
- 6. Late proposals will not be accepted.
- 7. The minimum information to be included:
 - a. Cover Letter. Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this proposal (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this proposal, including address, telephone number, fax number, e- mail, and website (if applicable).
 - b. Company Information
 - 1) Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.

- 2) Identify the year in which your company was established.
- 3) Describe any pending plans to sell or merge your company.
- c. Use of Subcontractors/Partners. There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, services to be provided, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.
- d. Project Approach. Describe how the proposed design solutions and construction means and methods meet the project needs described herein. Provide sufficient information to convey a thorough knowledge and understanding of the project and to provide confidence the design and construction can be completed as proposed.

1.07 PRICE PROPOSAL REQUIREMENTS

- A. GENERAL
 1. Each Design-Build Firm being considered for this Project is required to submit a Price Proposal.
 2. Refer to item 1.08 for process and consideration of bids.
- B. SUBMITTAL REQUIREMENTS
 1. Complete all requested information in the Bid Form and Appendices.
 2. Fees for Changes in the Work.
 - a. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.
- C. OFFER ACCEPTANCE/REJECTION
 1. Duration of Offer
 - a. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date.
 2. Acceptance of Offer
 - a. Owner reserves the right to accept or reject any or all offers.
 - b. After acceptance by Owner, Owner's Representative on behalf of Owner, will issue to the successful respondent, a written letter of Contract Award.

1.08 CONSIDERATION OF QUALIFICATIONS AND PRICE PROPOSALS

- A. GENERAL
 1. The Owner shall evaluate the written Qualifications Proposal by each Design-Build Firm. The Design-Build Firm shall not discuss or reveal elements of the price proposal in the written qualifications proposals. Price proposals will only be reviewed after consideration of the Qualifications Proposals are completed and three (3) firms, with highest scores, have been identified as "shortlisted".
 2. Price proposals shall include one lump sum price for all design, geotechnical surveys, and all other data required to complete the final design for the project (price proposal shall not include construction costs).
 3. A proposal is irregular or non-responsive if it does not meet the requirements of Contract Documents and may be rejected by the Owner's Representative.
 4. The respondent will be required to identify the Architect/Engineer of Record, who will be responsible for the final design portion on the Contract.
 5. In evaluating Price Proposals, Owner will consider whether or not the Price Proposals comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in Contract Documents or prior to Notice of Award.

6. In the comparison of Price Proposals, alternates will be applied in the same order of priority as listed in the Bid Forms (alternates form). To determine the Bid prices for purposes of comparison, Owner shall announce to all respondents a "Base Bid plus Alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Forms, until doing so would cause the budget to be exceeded. After determination of the Successful Respondent based on this Comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Respondent on its base Bid and any combination of its additive alternative Bids for which the Owner determines funds will be available at the time of award.

B. SCHEDULE OF EVENTS

1. Below is the current schedule of the events that will take place in the procurement process. The Owner reserves the right to make changes or alterations to the schedule as the Owner determines is in the best interest of the City. Respondents will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Owner, the dates indicated below for submission of items or for other actions on the part of the Respondent shall constitute absolute deadlines for those activities and failure to comply by the time stated may cause the Respondent to be disqualified.

Date	Event
7/27/2023	Advertisement
7/27/2023	Plans (Contract Documents) Available
8/3/2023	Mandatory Pre-Bid Meeting at 11am
8/16/2023	Deadline for submittal of Questions (5pm)
8/22/2023	Deadline for Owner to post responses and/or final Addendum (5pm)
8/29/2023	Bid Opening at 11am
8/29/2023 - 9/1/2023	Selection Committee to review respondent qualifications
9/7/2023	Interview respondents, if necessary
9/7/2023	Shortlist posting date (3 highest qualified respondents)
9/8/2023	Public opening of price proposals from 3 highest qualifying respondents
9/8/2023	Review Price Proposals and Determine highest qualified low respondent
TBD	Recommendation to City Council to award highest qualified low respondent
TBD	Anticipated Award/Execution Date

C. EVALUATION CRITERIA

1. Qualifications score for each Design-Build Firm will be based on the following criteria:

Item	Value
1. Company and Personnel Experience	35
2. Project Approach	25
3. Innovation	10
4. Value Added	20
5. Schedule	10

Maximum Score 100

2. The following is a description of each of the above referenced items:
 - a. Company and Personnel Experience (35 points)
 - 1) The Design-Build Firm to address the following in the Qualifications Proposal:
 - (a) Demonstration of the necessary experience, organization, and technical qualifications for the proposed work.
 - (b) List key personnel that will be committed to this project, their resumes, describe their role and title, and availability for contract duration (include in appendices).
 - (c) Provide completed representative projects of similar nature. Include Owner contact information, key personnel assigned, pertinent project information, timeliness of completion, costs control. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
 - (d) Describe how your team has collaborated successfully on previous projects.
 - b. Project Approach (25 points)
 - 1) The Design-Build Firm to address the following in the Qualifications Proposal:
 - (a) Explain your understanding of the project objectives.
 - (b) Describe your philosophy to develop and deploy construction techniques that enhance project durability, reduce long term and routine maintenance, and those techniques which enhance public and occupant safety.
 - (c) Describe coordination efforts that will be made to minimize the potential for adverse impacts and project delays.
 - (d) Describe design/construction approaches which shall minimize periodic and routine maintenance.
 - (e) Describe specific project challenges you anticipate and how you propose to resolve these challenges.
 - (f) How will your team manage quality control throughout the completion of the project?
 - c. Innovation (10 points)
 - 1) The Design-Build Firm to address their approach to innovative design approaches and construction techniques in the Qualifications Proposal. Potential areas include, but are not limited to, the following:
 - (a) Materials.
 - (b) Workmanship.
 - (c) Enhance Design and Construction aspects.
 - d. Value Added (20 points)
 - 1) The Design-Build Firm to address the following Value Added features in the Qualifications Proposal:
 - (a) Exceeding minimum material requirements to enhance durability of project components.
 - (b) Providing additional Value Added project features proposed by the Design-Build Firm.
 - (c) Provide the term, measurable standards, and work plan for any proposed Value Added features.
 - e. Schedule (10 points)
 - 1) Provide a Written Schedule Narrative that describes the Design and Construction phases and illustrates how each phase will be scheduled to

meet the Project needs required of this Project

- 2) The Design-Build Firm is encouraged to identify opportunities to expedite completion as well as associated time savings.

D. SELECTION FOR DESIGN-BUILD CONTRACT

1. The Owner shall publicly open the price proposals, for the shortlisted Firms, and calculate an adjusted score using the following formula:

BBP/QS = Adjusted Score

BBP = Bid Price Proposal

QS = Qualifications Score (Combined Scores from Selection Committee based on Qualifications Proposal)

2. After the Qualifications Scores are calculated and Shortlist is complete, the Owner will hold a public meeting for the announcement of the Qualifications Scores and opening of sealed Bid Price Proposals. Following announcement of the Qualifications Scores, the sealed Bid Price Proposals will be opened and the adjusted scores calculated. The Owner will document the preliminary bid results as presented in the meeting.
 - a. The Selection Committee will review the Qualifications Scores and the Bid Price Proposal of each Shortlisted Proposer as to the apparent lowest adjusted score and make a final determination of the lowest adjusted score. The Selection Committee has the right to correct any errors in the evaluation and selection process that may have been made.
 - b. The Owner is not obligated to award the contract and the Selection Committee may decide to reject all proposals. If the Selection Committee decides not to reject all proposals, the contract will be awarded to the Proposer determined by the Selection Committee to have the lowest adjusted score.
3. The Owner reserves the right to consider any proposal as non-responsive if any part of the Qualifications Proposal does not meet established codes and criteria.

1.09 BID DOCUMENTS AND CONTRACT DOCUMENTS

A. DEFINITIONS

1. Bid Documents: Contract Documents supplemented with Invitation To Bid, Bid Form Supplements To Bid Forms and Appendices identified.
2. Bid, Offer, or Bidding: Act of submitting an offer under seal.
3. Bid Amount: Monetary sum identified by the Respondent in the Bid Form.

B. AVAILABILITY

1. Bid documents may be obtained at Owner's Representative's Bidding Website (<https://www.passero.com/bids>).
2. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

C. EXAMINATION

1. Upon receipt of Bid Documents verify that documents are complete. Notify Owner's Representative should the documents be incomplete.
2. Immediately notify Owner's Representative upon finding discrepancies or omissions in the Bid Documents.

D. INQUIRIES/ADDENDA

1. Direct questions through the Project Manager, Justin Vollenweider at jvollenweider@passero.com.
2. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
3. Verbal answers are not binding on any party.

4. Clarifications requested by respondents must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be posted in the "Bid" at www.passero.com.
- E. PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS
 1. When a request to substitute a product is made, Owner's Representative may approve the substitution and will issue an Addendum to known respondents.
 2. In submission of substitutions to products specified, respondents shall include in their bid all changes required in the work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the respondent for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions shall not be considered.
 3. The submission shall provide sufficient information to determine acceptability of such products.
 4. Provide products as specified unless substitutions are submitted in this manner and accepted.

1.10 SITE ASSESSMENT

- A. SITE EXAMINATION
 1. Examine the project site before submitting a bid.
- B. PREBID CONFERENCE
 1. A respondents conference has been scheduled as indicated in the schedule of events.
 2. Representatives of Owner's Representative will be in attendance.
 3. Attendance at the pre-bid meeting is mandatory. Firms failing to attend will be deemed non-responsive and eliminated from further consideration. The purpose of the meeting is to provide a forum for the Owner to discuss with all concerned parties the proposed project, the design and construction criteria, schedule, instructions for submitting proposals, design exceptions, design variations, and other relevant issues. In the event that any discussions at the pre-bid meeting require official additions, deletions, or clarifications, the Owner will issue a written addendum as appropriate. No oral representations or discussions, which take place at the pre-bid meeting, will be binding on the Owner. Respondents shall direct all questions to the Owner's Bid Site.
 - a. All respondents must be present and signed in prior to the start of the mandatory pre-bid meeting. The Owner or Owner's Representative will circulate the attendee sign-in sheet at the time the meeting was advertised to begin. Once all respondents have signed, the sign in sheet will be taken and the meeting will "Officially" begin. Any respondent not signed in at the "Official" start of the meeting will be considered late and will not be allowed to propose on the Project.
 4. Summarized minutes of this meeting will be circulated to all known bidders. These minutes will form part of Contract Documents.
 5. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients through owner's bidding website.

1.11 BID SUBMISSION

- A. SUBMISSION PROCEDURE
 1. Refer to requirements listed in items 1.06 - Qualifications Proposal Requirements and 1.07 - Price Proposal Requirements.
 2. Respondents shall be solely responsible for the delivery of their bids in the manner and time prescribed.
 3. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed in a closed opaque envelope, clearly identified with respondent's name,

- project name and Owner's name on the outside.
4. Double Envelope: Insert the closed and sealed Bid Form envelope plus the closed and sealed Qualifications Proposal in a large opaque envelope and label this envelope as noted above.
 5. Improperly completed information, irregularities in bid bond, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
 6. An abstract summary of submitted bids will be made available to all respondents following bid opening.

END OF SECTION

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SECTION 00 31 00 - AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Site and Utility Survey: Entitled Map of Boundary & Topographic Survey, dated August 16, 2022.
 - 1. This survey identifies grade elevations prepared primarily for the use of Owner's Representative in establishing new grades and identifying natural water shed.
- B. Geotechnical Report: Entitled Geotechnical Engineering Exploration Report, dated September 29, 2022.
 - 1. This report identifies properties of below grade conditions and offers recommendations for the design of foundations, prepared primarily for the use of Owner's Representative.
 - 2. This report, by its nature, cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Sum accruing to Owner.
- C. Existing condition information provided is for Design-Builder's information and use. It is the Design-Builder's responsibility to determine if additional site evaluations are required and to include necessary costs in base bid. Cost for additional site investigations will not be allowed after bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 OBTAINMENT OF PERMITS

- A. Owner will obtain the following permits, at no cost to the Design-Builder:
 - 1. Building Permit for all trades.
- B. Building Permit Procedures: When required to obtain this permit:
 - 1. Complete and file permit application(s) with appropriate agency.
 - 2. Advise Owner's Representative if submission of modified documents is necessary to have the authorities having jurisdiction complete the plan review and approval process. Submit modified documents expeditiously.
 - 3. Do not commence execution of any item of work for which a permit has not been obtained.

END OF SECTION

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SECTION 00 41 00 - BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. City of Palatka (Owner)
201 N 2nd Street
Palatka, FL 32177

1.02 FOR:

A. Palatka Public Works
7220 PRC WAY
Palatka, Florida 32177
B. Project Number: 20213160.0001

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name _____
1. Address _____
2. City, State, Zip _____

1.05 OFFER

A. Pursuant to, and in compliance with your Invitation to Bidders and the Information to Bidders relative thereto and all of the Contract Documents, including any Addenda issued by the Owner's Representative and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we,

_____ hereby propose to furnish all plant, labor, supplies, materials and equipment incidental to the **WORK** as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled Palatka Public Works all to the satisfaction and approval of the Owner's Representative and the Owner in accordance with the terms and conditions of the Contract Documents for the following sum:

BASE BID (PRICE FOR DESIGN ONLY, CONSTRUCTION COST TO BE DETERMINED AFTER FINAL DESIGN):

_____ dollars
(\$ _____), in lawful money of the United States of America.

1.06 BIDDERS BID SUBMISSION CHECKLIST:

- ☐ The lump sum Bid price shall include all costs for all design, geotechnical surveys, architectural services, engineering services, and all other work necessary to fully and timely complete the final design of the Project in accordance with the Contract Documents, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. (Construction costs will be determined as part of an amendment to the contract following completion of final design)
- ☐ We have included the required security Bid Bond as required by the Instruction to Bidders, in the amount of 5% of the base bid.
- ☐ All applicable federal taxes are included and State of Florida taxes are included in the Bid Sum.
- ☐ Bidder Read and Understands Advertisement and Requirements.
- ☐ Site Visit Performed by Bidder.
- ☐ Bidder is licensed to do work in Florida.

- ☐ Bid forms completed and calculated correctly.
- ☐ Bidder Read and Understands included Florida Public Records Law.

1.07 ACCEPTANCE

- A. This offer shall be open to acceptance for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.08 CONTRACT TIME

- A. If this Bid is accepted, we will:
 - 1. Complete the Work by the _____ day of _____, _____. (Bidder to enter day, month, and year. Date given reflects bidders expected date for Substantial Completion.)

1.09 CHANGES TO THE WORK

- A. When Owner's Representative establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions.
 - 1. _____ percent overhead and profit on the net cost of our own Work;
 - 2. _____ percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Owner's Representative-approved net cost plus _____ of the overhead and profit percentage noted above.

1.10 ADDENDA

- A. Any addenda issued by the Architect to the undersigned prior to the Bid opening date shall become part of the Contract Documents.
- B. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.
 - 3. Addendum # _____ Dated _____.
 - 4. Addendum # _____ Dated _____.

1.11 BIDDER (TYPE OF BUSINESS)

- A. The undersigned hereby represents that it is a _____ (Corporation, Partnership or Individual). If a Corporation, then the undersigned further represents that it is duly qualified as a Corporation under the laws and Statutes of the State of Florida and it is authorized to do business in this State.
- B. The following is the name and address of the person to whom all notices required in connection with this Proposal may be telephoned, mailed or delivered.

(Name of Contact Person)

(Telephone)

(Email)

1.12 BID FORM SIGNATURE(S)

(Bidder - print the full name of your firm)

(Authorized signing officer - Print Name and Title)

(Authorized signing officer - Signature)

Date: _____

END OF SECTION

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SECTION 00 50 00 - CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. The Agreement and General Conditions are based on AIA A141.

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312.
- C. Post-Award Certificates and Other Forms:
 - 1. Schedule of Values Form: AIA G703.
 - 2. Application for Payment Form: AIA G742 with AIA G743 (for Design-Build Project).
- D. Clarification and Modification Forms:
 - 1. Substitution Request Form: CSI/CSC Form 13.1A (After the Bidding/Negotiating Stage).
 - 2. Change Order Form: AIA G701.
- E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form of a Design-Build Project: AIA G744.

1.03 REFERENCE STANDARDS

- A. AIA A141 - Standard Form of Agreement Between Owner and Design-Builder 2014.
- B. AIA A310 - Bid Bond 2010.
- C. AIA A312 - Performance Bond and Payment Bond 2010.
- D. AIA G701 - Change Order 2017.
- E. AIA G703 - Continuation Sheet 1992.
- F. AIA G742 - Application and Certificate for Payment for a Design-Build Project 2015.
- G. AIA G743 - Continuation Sheet - Design-Build Project 2015.
- H. AIA G744 - Certificate of Substantial Completion for a Design-Build Project 2014.
- I. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase) Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 10 00 - SUMMARY**PART 1 GENERAL****1.01 PROJECT INFORMATION**

- A. Project Identification: Palatka Public Works.
- B. Owner: City of Palatka.
- C. Owner's Representative: Passero Associates.
- D. Web-Based Project Software: Project software administered by Owner's Representative will be used for purposes of managing communication and documents during the Final Design and Construction stages.
- E. The Project generally consists of the final design and construction of a new public works facility consisting of office, conference room, large break/meeting room, vehicle maintenance bays and material storage bays. .

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price (Guaranteed Maximum Price).

1.03 OWNER OCCUPANCY

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas indicated at pre-construction meeting.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy at substantial completion.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.

1.05 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner's Representative.

1.06 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

1.07 DEFINITIONS

- A. Construction Documents. The signed and sealed plans prepared by the Design-Build Firm and accepted by the Owner's Representative, including reproductions thereof, showing the location, character, dimensions, and details of the work. Upon review and approval by the Owner's Representative, the plans will be stamped "Released for Construction" dated and initialed by the reviewer.

1.08 ADDITIONAL CONTRACT REQUIREMENTS

- A. Corrections for Construction Errors.
 - 1. For work that the Contractor constructs incorrectly or does not meet the requirements of the Contract Documents, the Contractor has the prerogative to submit an acceptance proposal to the Owner's Representative for review and disposition. The acceptance proposal shall describe the error or defect and either describe remedial action for its correction or propose a method for its acceptance. In either case, the acceptance proposal shall address structural integrity, aesthetics, maintainability, and the effect on Contract Time. The Owner's Representative will judge any such proposal for its effect on these criteria and also for its effect on Contract Administration.
 - 2. When the Owner's Representative judges that a proposal infringes on the structural integrity or maintainability of the structure, the Contractor's Architect/Engineer of Record will perform a technical assessment and submit it to the Owner's Representative for approval. Do not take any corrective action without the Owner's Representative's approval.
 - 3. Carry out all approved corrective construction measures at no expense to the Owner.
 - 4. Notwithstanding any disposition of the compensation aspects of the defective work, the Owner's Representative's decision on the technical merits of a proposal is final.
- B. Coordination of Contract Documents.
 - 1. These Specifications, the plans, Special Provisions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. In addition to the work and materials specifically called for in the Contract Documents and any additional incidental work, not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work will be included in the Contract Lump Sum Price.
 - 2. Computed dimensions govern over scaled dimensions.
- C. Errors or Omissions in Construction Documents.
 - 1. Errors and omissions discovered in the Construction Documents are the total responsibility of the Design-Build Firm. The errors and omissions shall be brought to the attention of the Architect/Engineer of Record as well as the Owner's Representative. Resolution of the question by the Architect/Engineer of Record is intended, and will be at no additional cost to the Owner. All such modifications are subject to approval of the Owner's Representative.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED****END OF SECTION**

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Design-Builder submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Owner's Representative for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.
- E. Include in each line item, the amount of Allowances specified in this section.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G742 and AIA G743, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Owner's Representative for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- H. Submit one electronic of each Application for Payment.
- I. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 30 00.
 - 2. Construction progress schedule, revised and current as specified in Section 01 30 00.
 - 3. Partial release of liens from major subcontractors and vendors.
- J. When Owner's Representative requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Owner's Representative will issue instructions directly to Design-Builder.
- B. For other required changes, Owner's Representative will issue a document signed by Owner instructing Design-Builder to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.

- C. For changes for which advance pricing is desired, Owner's Representative will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Design-Builder shall prepare and submit a fixed price quotation within 5 days.
- D. Design-Builder may propose a change by submitting a request for change to Owner's Representative, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Owner's Representative for work falling under a fixed price contract, the amount will be based on Design-Builder's price quotation.
 - 2. For change requested by Design-Builder, the amount will be based on the Design-Builder's request for a Change Order as approved by Owner's Representative.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Owner's Representative without a quotation from Design-Builder, the amount will be determined by Owner's Representative based on the Design-Builder's substantiation of costs as specified for Time and Material work.
- F. Substantiation of Costs: Provide full information required for evaluation.
 - 1. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: Owner's Representative will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 70 00.

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 21 13 - Instructions to Respondents: Restrictions on timing of substitution requests.
- B. Section 01 21 00 - Allowances, for cash allowances affecting this section.
- C. Section 01 23 00 - Alternates, for product alternatives affecting this section.
- D. Section 01 30 00 - Administrative Requirements: Submittal procedures, coordination.
- E. Section 01 60 00 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Design-Builder to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Design-Builder's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Design-Builder will not be considered.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. No specific form is required. Design-Builder's Substitution Request documentation must include the following:
 - a. Project Information:
 - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
 - b. Substitution Request Information:

- 1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
- 2) Indication of whether the substitution is for cause or convenience.
- 3) Issue date.
- 4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
- 5) Description of Substitution.
- 6) Reason why the specified item cannot be provided.
- 7) Differences between proposed substitution and specified item.
- 8) Description of how proposed substitution affects other parts of work.
- c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
 - 1) Physical characteristics.
 - 2) In-service performance.
 - 3) Expected durability.
 - 4) Visual effect.
 - 5) Warranties.
 - 6) Other salient features and requirements.
 - 7) Include, as appropriate or requested, the following types of documentation:
 - (a) Product Data:
 - (b) Samples.
 - (c) Certificates, test, reports or similar qualification data.
 - (d) Drawings, when required to show impact on adjacent construction elements.
- d. Impact of Substitution:
 - 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.
- D. Limit each request to a single proposed substitution item.
 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submit request for Substitution for Cause immediately upon discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Owner's Representative, in order to stay on approved project schedule.
- B. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Owner's Representative, in order to stay on approved project schedule.
 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Owner's Representative for any required redesign, time spent processing and evaluating the request.
 - b. Other unanticipated project considerations.
- C. Substitutions will not be considered under one or more of the following circumstances:
 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.

2. Without a separate written request.
3. When acceptance will require revisions to the Contract Documents.

3.03 RESOLUTION

- A. Owner's Representative may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Owner's Representative will notify Design-Builder in writing of decision to accept or reject request.

3.04 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.05 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION

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SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Coordination drawings.
- G. Number of copies of submittals.
- H. Requests for Interpretation (RFI) procedures.
- I. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: General product requirements.

1.03 REFERENCE STANDARDS

- A. AIA G716 - Request for Information 2004.
- B. AIA G810 - Transmittal Letter 2001.
- C. CSI/CSC Form 12.1A - Submittal Transmittal Current Edition.
- D. CSI/CSC Form 13.2A - Request for Information Current Edition.

1.04 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Owner's Representative:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders),

applications for payment, field reports and meeting minutes, Design-Builder's correction punchlist, and any other document any participant wishes to make part of the project record.

2. Design-Builder and Owner's Representative are required to use this service.
 3. It is Design-Builder's responsibility to submit documents in allowable format.
 4. Subcontractors, suppliers, and Owner's Representative's consultants will be permitted to use the service at no extra charge.
 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
1. Newforma Info Exchange, provided by Owner's Representative.
- C. Project Closeout: Owner's Representative will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.02 PRECONSTRUCTION MEETING

- A. Owner's Representative will schedule a meeting after Notice of Award.
- B. Attendance Required:
1. Owner.
 2. Owner's Representative.
 3. Design-Builder.
- C. Agenda:
1. Execution of Owner-Design-Builder Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Submission of initial Submittal schedule.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Owner's Representative will record minutes and distribute copies within two days after meeting.

3.03 PROGRESS MEETINGS

- A. Owner's Representative will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
1. Design-Builder.
 2. Owner.
 3. Owner's Representative.
 4. Special consultants.
 5. Design-Builder's superintendent.
 6. Major subcontractors.
- C. Agenda:

1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of RFIs log and status of responses.
 7. Review of off-site fabrication and delivery schedules.
 8. Maintenance of progress schedule.
 9. Corrective measures to regain projected schedules.
 10. Planned progress during succeeding work period.
 11. Coordination of projected progress.
 12. Maintenance of quality and work standards.
 13. Effect of proposed changes on progress schedule and coordination.
 14. Other business relating to work.
- D. Owner's Representative will record minutes and distribute copies within two days after meeting.

3.04 CONSTRUCTION PROGRESS SCHEDULE- SEE SECTION 01 32 16

3.05 COORDINATION DRAWINGS

- A. Review drawings prior to submission to Owner's Representative.
- B. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - 1) Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - 2) Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - 3) Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Owner's Representative indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- C. Coordination Drawing Organization: Organize coordination drawings as follows:
 1. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 2. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 3. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 4. Mechanical and Plumbing Work: Show the following:

- a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
- 5. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor-control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
- 6. Fire-Protection System: Show the following:
 - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
- 7. Review: Owner's Representative will review coordination drawings to confirm that in general the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Owner's Representative determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Owner's Representative will so inform Contractor, who shall make suitable modifications and resubmit.
- D. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
 - 1. File Submittal Format: Submit or post coordination drawing files using PDF format.
 - 2. Owner's Representative will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
 - a. Owner's Representative makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.

3.06 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare in a format and with content acceptable to Owner.
 - a. Use AIA G716 - Request for Information .
 - b. Use CSI/CSC Form 13.2A - Request for Interpretation.
 - 2. Prepare using software provided by the Electronic Document Submittal Service.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of submittals (use procedures specified elsewhere in this section).

- b. Approval of substitutions (see Sections 01 25 00 - Substitution Procedures and 01 60 00 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
- 2. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response.
- 3. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Owner reserves the right to assess the Design-Builder for the costs (on time-and-materials basis) incurred by the Owner's Representative, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Discrete and consecutive RFI number, and descriptive subject/title.
 - 3. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 - 4. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 - 5. Design-Builder's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. Review Time: Owner's Representative will respond and return RFIs to Design-Builder within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 3:00 PM will be considered as having been received on the following regular working day.
 - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Design-Builder's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 - 3. Notify Owner's Representative within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.07 SUBMITTAL SCHEDULE

- A. Submit to Owner's Representative for review a schedule for submittals in tabular format.

1. Coordinate with Design-Builder's construction schedule and schedule of values.
2. Format schedule to allow tracking of status of submittals throughout duration of construction.
3. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.

3.08 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Samples will be reviewed for aesthetic, color, or finish selection.
- C. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.09 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Owner's Representative.
 1. After review, produce duplicates.
 2. Retained samples will not be returned to Design-Builder unless specifically so stated.

3.10 SUBMITTAL PROCEDURES

- A. General Requirements:
 1. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 2. Identify: Project; Design-Builder; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 3. Apply Design-Builder's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents. Owner's Representative will not review submittals unless certified by Design-Builder.
 4. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Design-Builder.
 5. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 6. When revised for resubmission, identify all changes made since previous submission.
 7. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 8. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 9. Submittals not requested will not be recognized or processed.
- B. Product Data Procedures:
 1. Submit only information required by individual specification sections.

2. Collect required information into a single submittal.
3. Submit concurrently with related shop drawing submittal.
4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
 2. Do not reproduce the Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
 1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.11 SUBMITTAL REVIEW

- A. Submittals for Review: Owner's Representative will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Owner's Representative will acknowledge receipt and review. See below for actions to be taken.
- C. Owner's Representative's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
 1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Owner's Representative's and consultants' actions on items submitted for review:
 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Design-Builder's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 2. Not Authorizing fabrication, delivery, and installation:
- E. Owner's Representative's and consultants' actions on items submitted for information:
 1. Items for which no action was taken:
 - a. "Received" - to notify the Design-Builder that the submittal has been received for record only.
 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Design-Builder.

END OF SECTION

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SECTION 01 30 50 - DESIGN PROCEDURES AND SUBSTANTIATION REQUIREMENTS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Procedures for design of the facility, based on the design criteria specified.
- B. Substantiation requirements.

1.02 RELATED REQUIREMENTS

- A. Section 01 20 00 - Price and Payment Procedures: Modifications procedures.

1.03 DEFINITIONS

- A. Substantiation: All forms of evidence that are used to predict whether the design will comply with the requirements or to verify that the construction based on the design actually does comply. During Final Design and Construction Documents, requirements to submit substantiation are primarily intended to forestall use of designs or constructions that will not comply. At any time before completion of construction, substantiation is presumed to be only a prediction and may subsequently be invalidated by actual results. The term substantiation is used to distinguish these forms of evidence from traditional submittals commonly required during the construction phase.
- B. Proven-In-Use: Proven to comply by having actually been built to the same or very similar design with the same materials as proposed and functioning as specified.
- C. Proven-by-Mock-Up: Compliance reasonably predictable by having been tested in full-scale mock-up using the same materials and design as proposed and functioning as specified. Testing need not have been accomplished specifically for this project; when published listings of independent agencies include details of testing and results, citation of test by listing number is sufficient (submittal of all test details is not required).

1.04 REFERENCE STANDARDS

- A. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection 2020.

1.05 SUBMITTALS

- A. Phase Submittals:
 - 1. The Design-Build Firm shall provide the documents for each phase submittal listed below to the Owner's Representative. The particular phase shall be clearly indicated on the documents. The Owner's Representative will review and comment, as necessary. Once all comments requiring a response from the Design-Build Firm have been satisfactorily resolved as determined by the Owner's Representative, the Owner's Representative will initial and date the plans and specifications.
 - 2. Owner/Owner's Representative Review:
 - a. Documents produced by Design-Builder are to be reviewed and approved by the Owner's Representative prior to construction. Approval by the Owner's Representative does not indicate an approval of any deviation from the Contract Documents. Deviations to the Contract Documents must be clearly indicated and approved by Change Order or other approved method for contract modification.
 - b. Review's by the Owner/Owner's Representative are not meant to be a complete and detailed review. No failure by the Owner/Owner's Representative in discovering details in the submittal that are released for construction and subsequently found not to be in compliance with the requirements of the contract shall constitute a basis for the Design-Build Firm's entitlement to additional monetary compensation, time, or other adjustments

to the contract. The Design-Build Firm shall cause the Architect/Engineer of Record to resolve the items not in compliance with the contract, errors or omissions at no additional cost to the Owner and all revisions are subject to the Owner's approval.

- c. The Design-Build Firm may choose to begin construction prior to completion of the Phase Submittals and the Owner's "Release" for Construction. To begin construction the Design-Build Firm shall submit signed and sealed plans for the specific activity; submit a signed and sealed Construction Specifications Package or Supplemental Specifications Package; obtain regulatory permits as required for the specific activity; obtain utility agreements and permits, if applicable; and provide five (5) days notice before starting the specific activity. The plans to begin construction may be in any format including report with details, 8 1/2" X 11" sheets, or 11" X 17" sheets, and only the information needed by the Design-Build Firm to construct the specific activity needs to be shown. Beginning construction prior to the Owner approving the plans and specifications for Construction does not reduce or eliminate the Phase Submittal requirements.
- 3. 60% Phase Submittal:
 - a. Plans and Specifications reflecting further development of the set based on the Design Criteria Documents.
 - b. Supporting design documentation, if applicable.
 - c. Provide a list of all changes or variations from the Contract Documents.
 - d. All information above shall be submitted electronically, in .pdf format.
- 4. 90% Phase Submittal:
 - a. Plans and Specifications reflecting further development of the project.
 - b. Material, equipment, furniture and other finish selections/recommendations.
 - c. Supporting design documentation, if applicable.
 - d. Provide a list of all changes made to the plans and specifications that were not directly related to the 60% review comments.
 - e. All information above shall be submitted electronically, in .pdf format.
- 5. Final Submittal:
 - a. Signed and Sealed plans.
 - b. Signed and Sealed specifications.
 - c. Provide a list of all changes made to the plans and specifications that were not directly related to the 90% review comments.
 - 1) Significant changes (determined by Owner or Owner's Representative) made as part of the Final Submittal, that were not reviewed or provided in response to the 90% submittal comments, may require an additional review phase prior to approving the plans or specifications for Construction.
 - d. The Design-Build Firm shall provide a signed certification that all Electronic Review Comments have been resolved to the Owner's satisfaction as a requirement before obtaining "Release for Construction".
 - e. All information above shall be submitted electronically, in .pdf format.
- B. Substantiation Submittal Procedures:
 - 1. Time Frames: As specified. If there is a conflict between the degree of detail or completion specified and the progress of the design or construction, obtain a clarification before submitting.
 - 2. Recipient: Owner's Representative.
 - 3. For time periods that constitute Milestones, all substantiation submittals required during that period must be complete and accepted before the Milestone can be considered achieved.

4. Resubmissions: Clearly identified as such, with all changes made since the original submittal clearly marked.
- C. Owner's Review of Substantiation: Unless otherwise indicated, Owner will make formal acceptance of substantiation submittals.
 1. If a submittal is not acceptable Owner will notify Design-Builder within 10 working days.
 2. Allow minimum of 15 working days for review of major "end of period" submittals.

1.06 QUALITY ASSURANCE

- A. Qualifications of Testing/Inspection Agencies Performing Substantiation:
 1. Qualified and equipped to perform applicable tests/inspection.
 2. Regularly engaged in testing and inspection activities on a commercial basis.
 3. Authorized to operate in the State in which the project is located.
 4. Substantiation: Submittal of qualifications, based on ASTM E329.

PART 2 PRODUCTS

2.01 DESIGN-BUILDER FURNISHED PRODUCTS

- A. In addition to requirements specified in other sections, provide products and elements that comply with the following.
- B. Elements Made Up of More Than One Product:
 1. Where an element is specified by performance criteria, use construction either proven-in-use or proven-by-mock-up, unless otherwise indicated.
 - a. The Design-Builder may choose whether to use elements proven-in-use or proven-by-mock-up, unless either option is indicated as specifically required.
 - b. Where test methods accompany performance requirements, use those test methods to test the mock-up.
 2. Where a type of product is specified, without performance criteria specifically applicable to the element, use the type of product specified.
 3. Where more than one type of product is specified, without performance criteria specifically applicable to the element, use one of the types of products specified.
 4. Where a type of product is specified, with applicable performance criteria, use either the type of product specified or another type of product that meets the performance criteria as proven-in-use or proven-by-mock-up.
 5. Where more than one type of product is specified, with applicable performance criteria, use either one of the types of products specified or another type of product that meets the performance criteria as proven-in-use or proven-by-mock-up.
 6. Where neither types of products nor performance criteria are specified, use products that will perform well within the specified life span of the building.
- C. Products:
 1. Where a product is specified only by a manufacturer name and model number/brand name, use model/brand product or similar product approved by Owner's Representative as an equivalent.
 2. Where the properties of a product are specified by description and/or with performance criteria, use products that comply with the description and/or performance criteria.
 3. Where manufacturers are listed for a particular product, use a product made by one of those manufacturers that also complies with other requirements.
- D. Reference Standards: Where products or workmanship is specified by reference to a document not included in Contract Documents, comply with the requirements of the document, except where more stringent requirements are specified.

1. Date of Issue: As indicated in each instance except where a specific date is established by code.

PART 3 EXECUTION

3.01 DESIGN

- A. During Design Development Final Design, the design criteria and the design itself must be refined, finalized, and documented.
- B. Design Documentation: Record all design and performance criteria that will be of use during occupancy and operation of the project, including all items specified for maintenance manuals, below.
 1. Design Criteria Documentation Included in Construction Documents: Organized logically (from the point of view of operations staff) and placed in a prominent location in drawing sets.
 2. If desired, documentation may consist of annotated modifications to and amplification of the Design Documents, with changes that affect Contract Times or Contract Price documented as required for modifications.
 3. If required, shop drawings may be used to accomplish design documentation.
 4. Owner's Representative will maintain the project program document, modified to reflect changes made during refinement of the design.
 5. Mock-Ups: Where necessary to clarify design intent and obtain approvals, construct full-scale mock-ups.
- C. Design Modifications:
 1. Minor modifications are those items that, in the opinion of the Owner's Representative, do not significantly affect Design Intent, or the quantity of measured work, or the integrity or maintainability of the structure or its components.
 2. Major modifications are any modifications that, in the opinion of the Owner's Representative, significantly affect the design intent, or quantity of measured work, or the integrity or maintainability of the structure or its' components.
 3. The Owner's Representative's decision on the delineation between a minor and a major modification and the disposition of a proposal is final.

3.02 PERFORMANCE OF SUBSTANTIATION

- A. In addition to the requirements stated in other sections, provide the following substantiation of compliance at each stage of the project:
 1. If a substantiation requirement is specified without an indication of when it is to be submitted, submit or execute it before the end of Construction Documents.
- B. Proven-In-Use: Where elements proven-in-use are used to comply with performance requirements:
 1. In the Proposal, identify which elements will be accomplished using proven-in-use elements.
 2. During Final Design, identify proven-in-use elements proposed for use, including building name, location, date of construction, owner contact, and description of design and materials in sufficient detail to enable reproduction in this project.
- C. Proven-By-Mock-Up: Where elements proven-by-mock-up are used to comply with performance requirements:
 1. In the Proposal, identify which elements will be accomplished using proven-by-mock-up elements.
 2. During Final Design, identify proven-by-mock-up elements proposed for use, with test report including date and location of test, name of testing agency, and description of test and mock-up.

3. Mock-up testing need not have been performed specifically for this project, provided the mock-up is substantially similar in design and construction to the element proposed.
- D. Design Analyses (including Engineering Calculations):
 1. Where a design analysis or calculation is specified without identifying a particular method, perform analysis in accordance with accepted engineering or scientific principles to show compliance with specified requirements, and submit report that includes analysis methods used and the name and qualifications of the designer.
 2. Where engineering design is allowed to be completed after commencement of construction, substantiation may be in the form of shop drawings or other data.
 3. Submit design analyses at the end of Final Design unless otherwise indicated.
 4. Where design analysis is specified to be performed by licensed design professional, use a design professional licensed in the State in which the Project is located.
- E. Substantiation for Products:
 1. Where actual brand name products are not identified by either the Owner or the Design-Builder, identify the products to be used.
 2. In the Proposal:
 - a. Identify one or more product types for each system, assembly, or element.
 - b. For each product type, provide brief descriptive or performance specifications.
 - c. For manufactured products that are commonly purchased by brand name, and any other products so indicated, identify at least one manufacturer that will be used.
 3. During Final Design:
 - a. Where more than one product type is identified for a particular system, assembly, or element, identify exactly which type will be used.
 - b. For each product type, provide descriptive or performance specifications; early submittals may be brief specifications, but complete specifications are required prior to completion of construction documents.
 - c. For each product type, identify at least one manufacturer that will be used.
 - d. For major manufactured products that are commonly purchased by brand name, and any other products so indicated, provide manufacturer's product literature on at least one actual brand name product that meets the specifications, including performance data and sample warranty.
 4. During Construction:
 - a. Identify actual brand name products used for every product, except commodity products specified by performance or description.
 - b. Where a product is specified by performance requirements with test methods, and if so specified, provide test reports showing compliance.
 - c. Provide manufacturer's product literature for each brand name product.
 - d. Provide the manufacturer's certification that the product used on the project complies with Contract Documents.
 5. Before End of Closeout:
 - a. Provide copies of all manufacturer warranties that extend for more than one year after completion.
- F. Regardless of whether substantiation is specified or not, the actual construction must comply with the specified requirements and may, at the Owner's discretion, be examined, inspected, or tested to determine compliance.
 1. Substantiation submittals will not be approved or accepted, except to the extent that they are part of documents required to be approved or accepted in order to proceed to the next stage of design or construction. However, approval or

acceptance of substantiation will not constitute approval or acceptance of deviations from the specified requirements unless those deviations are specifically identified as such on the submittal.

2. The Owner accepts the responsibility to review substantiation submittals in a timely manner and to respond if they are unacceptable.

3.03 FIELD TESTING AND INSPECTION AS SUBSTANTIATION

- A. Perform all testing, observation, and inspection required by code and as specified.
- B. Reports: Written report of each test/inspection; including complete details of conditions, methods, and results, signed by responsible individual.

END OF SECTION

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Submit updated schedule with each Application for Payment.

1.03 SCHEDULE FORMAT

- A. Diagram Sheet Size: Maximum 11x17 inches.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 PRELIMINARY SCHEDULE**

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Provide sub-schedules to define critical portions of the entire schedule.
- C. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- D. Provide separate schedule of submittal dates for shop drawings, product data, and samples, products identified under Allowances, and dates reviewed submittals will be required from Owner's Representative. Indicate decision dates for selection of finishes.
- E. Indicate delivery dates for products identified under Allowances.
- F. Coordinate content with schedule of values specified in Section 01 20 00 - Price and Payment Procedures.
- G. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Owner's Representative at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.

- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Design-Builder's project site file, to subcontractors, suppliers, Owner's Representative, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Submittals.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Design-Builder's design-related professional design services.
- E. Control of installation.
- F. Tolerances.
- G. Manufacturers' field services.
- H. Defect Assessment.

1.02 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Design-Builder's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.
 - 1. Submit a Request for Interpretation to Owner's Representative if the criteria indicated are not sufficient to perform required design services.
- C. Scope of Design-Builder's Professional Design Services:
 - 1. The Design-Builder shall provide design services to finalize design for all aspects of the project acting as the Architect and Engineer of Record. Documents produced by Design-Builder are to be reviewed and approved by Owner's Representative prior to construction. Approval by Owner's Representative does not indicate an approval of any deviation from the Contract Documents. Deviations to Contract Documents must be clearly indicated and approved by Change Order or other approved method for contract modification.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Owner's Representative's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the contract documents, or for Owner's information.
 - 1. Include calculations that have been used to demonstrate compliance to performance and regulatory criteria provided, and to determine design solutions.
 - 2. Include required product data and shop drawings.
 - 3. Include a statement or certification attesting that design data complies with criteria indicated, such as building codes, loads, functional, and similar engineering requirements.
 - 4. Include signature and seal of design professional responsible for allocated design services on calculations and drawings.

1.04 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirements. Refer conflicting requirements that are different, but apparently equal, to Owner's Representative for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values

are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner's Representative for a decision before proceeding.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Owner's Representative before proceeding.

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Design-Builder shall employ and pay for services of an independent testing agency to perform code required testing and inspection.
- B. Owner may employ and pay for services of an independent testing agency (at its discretion) to perform additional testing and inspection.
- C. Employment of agency in no way relieves Design-Builder of obligation to perform Work in accordance with requirements of Contract Documents, code and other regulatory requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner's Representative before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Owner's Representative before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. Design-Builder Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.

2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Owner's Representative and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- B. Re-testing required because of non-compliance with specified requirements shall be paid for by Design-Builder.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Owner's Representative, it is not practical to remove and replace the work, Owner's Representative will direct an appropriate remedy or adjust payment.

END OF SECTION

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS**PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

- A. Temporary sanitary facilities.
- B. Waste removal facilities and services.
- C. Project identification sign.

1.03 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. New permanent facilities may be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 FENCING

- A. Construction: Design-Builder's option.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.07 EXTERIOR ENCLOSURES

- A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.08 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- F. Designate one parking space for Owner and Owner's Representative use.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction indicated on drawings.
- B. Erect on site at location indicated.
- C. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - 1. Provide temporary, directional signs for construction personnel and visitors.
- D. Maintain and touch up signs so they are legible at all times.
- E. No other signs are allowed without Owner permission except those required by law.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 TEMPORARY FACILITIES, GENERAL**

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.02 INSTALLATION, GENERAL

- A. Locate facilities where they serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.03 SUPPORT FACILITIES INSTALLATION

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- B. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that

minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

- B. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- C. Pest Control: Engage pest-control services to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

3.05 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
 - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 2. Indicate sequencing work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
 - 3. Indicate methods to be used to avoid trapping water in finished work.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard and replace stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure by prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
3. Comply with manufacturer's written installation instructions for temperature, relative humidity, and exposure to water limits.

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Re-use of existing products.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Lists of products to be removed from existing building.
- B. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Notice to Proceed.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.04 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 70 00 - Execution and Closeout Requirements.

PART 2 PRODUCTS**2.01 EXISTING PRODUCTS**

- A. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.
 - 1. See Section 01 10 00 for list of items required to be salvaged for reuse and relocation.

2.02 NEW PRODUCTS

- A. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Containing lead, cadmium, or asbestos.
- B. Where other criteria are met, Design-Builder shall give preference to products that:
 - 1. If used on interior, have lower emissions.
 - 2. If wet-applied, have lower VOC content.
 - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 4. Have longer documented life span under normal use.

2.03 PRODUCT SELECTION PROCEDURES

- A. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements.
- B. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
- C. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- D. Visual Matching Specification: Where Specifications require "match Owner's Representative's sample," provide a product that complies with requirements and matches Owner's Representative's sample. Owner's Representative's decision will be final on whether a proposed product matches.
- E. Visual Selection Specification: Where Specifications include the phrase "as selected by Owner's Representative from manufacturer's full range" or similar phrase, select a product that complies with requirements. Owner's Representative will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.04 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service

performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.

- a. Evidence that proposed product provides specified warranty.
2. Submittal Requirements: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

2.05 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.06 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. For exterior storage of fabricated products, place on sloped supports above ground.

- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- L. Prevent contact with material that may cause corrosion, discoloration, or staining.
- M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Design-Builder's Correction Punch List, except payment procedures.
- I. General requirements for maintenance service.

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
- D. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 - 5. Submit testing, adjusting, and balancing records.
- E. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 01 20 00 - Price and Payment Procedures.

2. Certified List of Incomplete Items: Submit certified copy of Owner's Representative's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner's Representative. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- F. Submittal of Project Warranties
 1. Time of Submittal: Submit written warranties on request of Owner's Representative for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
 2. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
 3. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 4. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 5. Warranties in Paper Form:
 - a. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
- G. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.03 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Owner's Representative. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

1.04 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

1.05 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Sections 01 25 00 - Substitution Procedures and 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Owner's Representative four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Owner's Representative, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Owner's Representative of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Owner's Representative the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Owner's Representative.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Grid or axis for structures.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.
- J. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.

- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.

- E. Execute start-up under supervision of applicable Design-Builder personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 GENERAL INSPECTION REQUIREMENTS

- A. Cooperation by Contractor: Do not perform work or furnish materials without obtaining inspection by the Owner's Representative. Furnish the Owner's Representative with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the Contract Documents. If the Owner's Representative so requests at any time before final acceptance of the work, remove or uncover such portions of the finished work as directed. After examination, restore the uncovered portions of the work to the standard required by the Contract Documents. If the Owner's Representative determines that the work so exposed or examined is unacceptable, perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the Owner. However, if the Owner's Representative determines that the work thus exposed or examined is acceptable, the Owner will pay for the uncovering or removing, and the replacing of the covering or making good of the parts removed.
- B. Failure of Owner's Representative to Reject Work During Construction: If, during or prior to construction operations, the Owner's Representative fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the Owner to final acceptance. The Owner is not responsible for losses suffered due to any necessary removals or repairs of such defects.
- C. Failure to Remove and Renew Defective Materials and Work: If the Contractor fails or refuses to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the Contract within the time indicated in writing, the Owner's Representative has the authority to repair, remove, or renew the unacceptable or defective materials or work as necessary, all at the Contractor's expense. The Owner will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that the Contractor fails or refuses to make, by deducting such expenses from any moneys due or which may become due the Contractor, or by charging such amounts against the Contract bond.

3.11 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.13 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 SUBSTANTIAL COMPLETION PROCEDURES

- A. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 6. Advise Owner of changeover in utility services.
 - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 9. Complete final cleaning requirements.
 - 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner's Representative, that must be completed or corrected before certificate will be issued.
 - 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

3.15 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Owner's Representative and Owner.
- B. Notify Owner's Representative when work is considered ready for Owner's Representative's Substantial Completion inspection.
- C. Submit written certification containing Design-Builder's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Owner's Representative's Substantial Completion inspection.
- D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Owner's Representative's and Design-Builder's comprehensive list of items identified to be completed or corrected and submit to Owner's Representative.
- E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- F. Notify Owner's Representative when work is considered finally complete and ready for Owner's Representative's Substantial Completion final inspection.
- G. Complete items of work determined by Owner's Representative listed in executed Certificate of Substantial Completion.

3.16 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

3.17 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

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SECTION 01 78 00 - CLOSEOUT SUBMITTALS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Owner's Representative with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Owner's Representative comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.

- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- B. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- C. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- B. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- C. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- D. Provide Design-Builders coordination drawings, with color coded piping diagrams as installed.

3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of

time of warranty until Date of Substantial completion is determined.

- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

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SECTION DC 0 - FACILITY DESIGN CRITERIA**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. The construction consists, generally, of a new building.
- B. The occupancy is public service facility consisting of a fire station.

1.02 RELATED REQUIREMENTS

- A. Section 00 21 13 - Instructions to Respondents.
- B. Section 00 31 00 - Available Project Information: Additional information about existing conditions.
- C. Section DC A - Substructure Criteria.
- D. Section DC B - Shell Criteria.
- E. Section DC C - Interiors Criteria.
- F. Section 01 30 50 - Design Procedures and Substantiation Requirements.

1.03 DEFINITIONS

- A. Code: The code referred to herein consists of various applicable local, state, and federal regulations, and the following:
 - 1. Applicable Construction Codes: The following documents are incorporated into the definition of "the code" for the purposes of this project and shall be the year and edition of the code required or deemed acceptable by the Authority Having Jurisdiction.
 - a. ICC (IBC) - International Building Code.
 - b. FBC - Florida Building Code
- B. Exterior Enclosure: Non-structural vertical exterior elements, including openings and elements closing or covering openings, comprising the exterior skin, the structure supporting the skin unless part of the superstructure, weather barriers, balcony walls and railings, parapets, joint sealers, insulation, exterior ceilings and soffits, and wall mounted appurtenances, but not including the interior finish unless an integral part of the enclosure.
- C. Exterior Surfaces Exposed to View: Surfaces visible from street or ground level, plus surfaces visible from windows of same building and adjacent existing buildings.
- D. Fire Suppression: Automatic fire sprinklers, standpipes, and extinguishing systems.
- E. Fixtures: Fixed elements used by occupants in the functioning of the project but not necessarily having services connections.
- F. Furnishings: Movable elements used by occupants in the functioning of the project, not requiring services connections; not site furnishings.
- G. General Equipment: Equipment that could occur in buildings of any occupancy, such as fire protection specialties, loading dock equipment, solid waste handling equipment and chutes, anchorage systems for working on the roof, and built-in vacuum system.
- H. HVAC: Artificial means of maintaining interior space comfort and air quality, including heating, cooling, ventilation, and energy supply.
- I. Information Specialties: Fixed elements relating to communications but not part of communications services, such as signs and other identifying devices (including those mounted on the roof, exterior walls, or in the site), visual display surfaces, including projection screens, and fixed mountings and enclosures for communications equipment.
- J. Interior Finishes: Applied finishes on the interior of the building, including on the interior side of exterior wall elements; wall finishes, including wall bases, trim, corner guards and other protection; floor finishes, including recessed mats and grilles; suspended ceilings and soffits, applied ceiling finishes; stair finishes and other finishes.

- K. Interiors: Elements necessary to subdivide and finish the enclosed space, including partitions, doors, interior windows and other openings, stairs, finishes, and specialties, except specialties, fittings, or appurtenances associated with services and specialized equipment.
- L. Landscaping: Plants and turf throughout the site, and elements that contribute to their maintenance, such as irrigation.
- M. Plumbing: Means of delivery of water to points of utilization; automatic heating and conditioning of domestic water; and unattended removal of water, rainwater, and liquid waste.
- N. Proven-by-Mock-Up: See Section 01 30 50 - Design Procedures and Substantiation Requirements.
- O. Proven-in-Use: See Section 01 30 50 - Design Procedures and Substantiation Requirements.
- P. Residential Equipment: Equipment that most often occurs in residential occupancies but which could occur in any other occupancy, including manufactured fireplaces and stoves, kitchen appliances, laundry appliances, saunas and steam baths.
- Q. Roofing: Elements forming weather barriers at the sloped or essentially flat weather-proof enclosure over the entire "top side" of the building, including elements from the top of the deck up, roof coverings, gutters and downspouts, wearing surfaces, roof openings and elements that close openings, such as skylights, vents, and hatches, and roof mounted appurtenances.
- R. Security Zones:
 - 1. Reception Zone: (Lobby Only) The area to which the general public has access but beyond which access is restricted at all times.
 - 2. Operations Zone: (Remainder of Building) The area to which only employees and visitors with a legitimate reason to be there have access.
- S. Shell: The superstructure, exterior vertical and horizontal enclosures, and roofing.
- T. Site Specialties and Equipment: Various types of elements installed outdoors, primarily fixed or permanently mounted, such as fences and other barriers, athletic fixtures and equipment, miscellaneous minor structures, site furnishings, and flagpoles (including those mounted on roof or exterior wall).
- U. Site Improvements: Pavements and surfacing, site fixtures and equipment, landscaping, and tunnels that are not part of substructure or a utility structure applicable to a single utility.
- V. Site Elements and Work: Modifications to the site, site improvements, and site portions of services (i.e. utilities).
- W. Storage Specialties: Fixed storage elements, usually modular, and to some extent relocatable, including built-in cabinetry, wardrobe units, lockers, anchored utility shelving, mailboxes and other postal specialties except in post offices.
- X. Substantiation: See Section 01 30 50 - Design Procedures and Substantiation Requirements.
- Y. Substructure: Elements below grade and in contact with the ground.
- Z. Superstructure: Elements of floor and roof construction above grade, and elements required for support, including structural frame and load-bearing walls, and including fireproofing and firestopping, and vapor retarders and air barriers when an integral part of the structure.
- AA. Window Treatment: Fixed elements that control view and natural light, for both exterior and interior openings, such as blinds, shades, shutters, curtain tracks (but not the curtains).

1.04 FIELD CONDITIONS

- A. Project Site: The project site is currently a vacant parking lot and shared parking for adjacent library..

- B. Do not enter, cross, infringe upon, or limit access to adjacent property without first obtaining written permission from the property owner.

PART 2 PRODUCTS (NOT USED)

PART 3 DESIGN CRITERIA

3.01 BASIC FUNCTION

- A. Code: Make every portion of the project comply with applicable code.
- B. Provide built elements and site modifications required to fulfill needs described in the project program and as specified.
- C. Provide permanently enclosed spaces for each functional area included in the project program, unless otherwise indicated.
- D. Provide a physical enclosure that keeps out weather, unwelcome people, animals, and insects without requiring specific action by occupants, while providing convenient movement of occupants between inside and outside, desirable natural light, and views from inside to outside.
- E. Provide appropriately subdivided interiors with level floor areas, comfortable ceiling heights, essentially vertical walls, finishes, and specialties and fixtures suitable for the occupancy
- F. Substantiation: Provide the substantiation specified in Section 01 30 50 - Design Procedures and Substantiation Requirements for built elements and products used, whether or not specifically itemized for that element or product.

3.02 AMENITY AND COMFORT CRITERIA

- A. Public Amenity: Conduct operations so as to cause minimum annoyance of the public and adjacent property owners and tenants.
- B. Environmental Responsibility:
 - 1. In addition to other requirements, provide design and construction that minimizes adverse effects on the exterior environment, enhances the quality of the indoor environment, and minimizes consumption of energy, water, construction materials, and other resources.
- C. Thermal Performance: Design and construct to provide comfortable interior environment in accordance with the code.
 - 1. Shell: Provide construction that will have thermal resistance as necessary to maintain interior comfort levels specified and in accordance with code.
- D. Natural Light: Provide fenestration in shell as required to meet requirements for natural light in accordance with code.
- E. Ventilation:
 - 1. Natural Ventilation: Design and construct shell to provide natural ventilation in accordance with code.
 - 2. Equipment Producing By-Product Heat: Ventilate housings and cabinets as required by equipment manufacturer and rooms and spaces as required to maintain specified environmental conditions.
- F. Condensation Resistance: Prevent condensation from forming on interior elements under normal thermal and humidity conditions inside building.
 - 1. Exception: Provide insulated drain pans and piping to remove condensation from cooling coils.
- G. Odors: Eliminate, isolate, or exhaust odors produced by occupant functions and building services.
- H. Sound Transmission and Vibration Resistance:
 - 1. Shell: Design and construct the shell to limit sound transmission as follows:

- a. Ambient Sound Level: Maintain ambient sound levels in perimeter spaces within Noise Criteria (NC) ranges specified in Section DC C - Interiors Criteria during normal hours of occupancy.
 - b. Exterior Noise Level: Maintain maximum average daytime and nighttime noise level from interior sound sources in accordance with local regulations, measured at the project property line.
 - c. Vibration Control: Use shell elements that will not resonate at frequencies that are characteristic of ambient exterior sound sources at the project site.
- 2. Services:
 - a. Maintain the sound transmission characteristics of assemblies through which services must pass.
 - b. Prohibited Plumbing Noises: Any and every sounds of flushing and of liquid running through pipes ("bathroom sounds") are prohibited outside of the rooms housing toilets, bathtubs, and showers, with the exception of when doors to those rooms are open.
 - c. Equipment Noises: Noise level below that which will be objectionable, based on occupancy of spaces.
 - d. When services are located within assemblies that perform sound isolation functions, consider the noise produced by the service itself as one of the external sound sources.
- 3. Structure-Borne Sound and Vibration: Prevent transmission of perceptible sound and vibration from equipment that rotates, vibrates, or generates sound, by isolating such equipment from superstructure or by isolating equipment support foundations from building foundations.
- I. Cleanliness:
 - 1. Exterior Surfaces: Design and select materials to:
 - a. Prevent attraction and adherence of dust and air-borne dirt and soot, and minimize appearance of settled dust and dirt.
 - b. Be washed reasonably clean by normal precipitation.
 - c. Prevent precipitation from washing settled dust and dirt over surfaces exposed to view.
 - 2. Services: Prevent accumulation of debris and dirt at floor mounted equipment, such as air handlers, chillers, pumps, switchgear, and panelboards by one or more of the following methods.
 - a. Provide 4 inch thick, concrete housekeeping pads.
 - b. Provide corrosion-resistant equipment stands.
- J. Appearance:
 - 1. Exterior Appearance: Design and select materials to provide exterior appearance with characteristics as follows:
 - a. Matching Owner's concept design and rendering.
 - b. Concealing mechanical equipment, plumbing equipment, electrical equipment, and piping, conduit, and ducts from view from the street.
 - c. Concealing rooftop mechanical equipment, plumbing equipment, electrical equipment, and piping, conduit, and ducts from view from the street.
 - 2. Services Elements:
 - a. Conceal services elements from view to greatest extent possible , with exposed portions of simple, neutral design and color.
 - 1) Exception: Standard designs of manufacturers, without consideration for appearance, may be used for fire suppression sprinkler heads.
 - 2) Exception: Exposed portions are acceptable in utility equipment, building maintenance, and automotive areas.

- 3) Where exposed portions are acceptable, do not obstruct or diminish clear dimensions of doorways, windows, other operable openings, access panels and cabinet doors, or passageways, stairs, and other exitways.
- 4) Where exposed piping is acceptable, install it close to walls and overhead structure, parallel and square to finished construction, plumb and nominally horizontal (except where required to slope for drainage).
- b. Cover annular spaces around pipes, ducts, and conduits, where they pass through walls, ceilings, and floors with escutcheons or cover plates.
 - 1) Exception: Escutcheons not required in utility equipment, building maintenance, and automotive areas, provided annular spaces are filled completely.
- c. Mountings: On finished surfaces, use concealed attachments with cover plates, frames, or trim overlapping finishes.

3.03 STRUCTURAL CRITERIA

- A. Structural Performance: Design and select materials to support loads without damage due to loads, in accordance with code. (Engineer shall be registered in the State of Florida)
 - 1. If design method is not specifically prescribed by code, design in accordance with ASCE 7.
 - 2. Design and provide shell elements to resist loosening or detachment in winds equivalent to the code design wind speed.
 - 3. Shell elements engineered by their manufacturer or fabricator, rather than by the engineer-of-record, shall comply with the following additional requirements:
 - a. Manufacturer/fabricator employs licensed structural engineer to accomplish design of structural elements.
 - b. Manufacturer/fabricator has minimum of 5 years experience in the design and manufacture of similar structures.
 - 4. Substantiation:
 - a. Proposal: Identification of major structural materials and systems.
 - b. Preliminary Design: Detailed listing of design criteria and preliminary analysis, prepared by a licensed structural engineer.
 - c. Construction Documents: Detailed design analysis by licensed structural engineer.
 - d. Construction Documents: Detailed design analysis by licensed structural engineer (for structures engineered by their manufacturer or fabricator, engineer-of-record may provide detailed design criteria, with design analysis postponed until construction stage).
 - e. Construction: For structures engineered by their manufacturer or fabricator, detailed design analysis prepared by and shop drawings stamped by a licensed structural engineer, with approval of engineer-of-record recorded.
- B. Services Components and Their Supports: In accordance with code.
 - 1. Safety Factor for Component Structural Elements: In accordance with applicable code.
 - 2. Anchors: Securely and positively attach facility services components to superstructure.
 - 3. Supports for Piping, Conduit, Ducts, and Other Services Components: Attached to, and supported by, the superstructure, not to or by non-structural construction or sheet metal elements, so that they do not move or sag, using the following:
 - a. Supports that allow movement of the rigid linear elements (pipe, etc.) without undue stress on the piping, tubes, fittings, components, or the superstructure.

- b. Intermediate supports mounted between structural members to limit distance between supports.
 - c. Supports capable of handling seismic forces in accordance with the code.
 - d. Mounting frames, bases, or pads, designed for ease of anchorage or mounting.
 - e. Rigid sway bracing at changes in direction of more than one-half of a right-angle for every pipe.
- C. Concealed or Buried Components: Design cover or concealment so that components are not subjected to damaging stresses due to applied loads.
- D. Construction Loads and Erection Stresses: Accommodate temporary construction loads and erection stresses during construction.

3.04 DURABILITY CRITERIA

- A. Expected Service Life Span: Expected functional service life of the built portions of this project is 50 years.
- 1. Ducts, Piping, and Wiring in Facility Services: Same as the service life of the building.
 - 2. Components Permanently Installed Underground or Encased in Concrete: Not less than service life of building.
 - 3. Software and Firmware Integral to Operation of Services Equipment: Minimum 20 years functional life without reprogramming required.
 - 4. Service life spans of individual elements that differ from the overall project life span are defined in other sections.
- B. Water Penetration Resistance:
- 1. Shell: Design and select materials to prevent water penetration into the interior of shell assemblies, under conditions of rain driven by 35 mph (min.) wind and as required by Code.
 - a. Exception: Controlled water penetration is allowed if materials will not be damaged by presence of water or freezing and thawing, if continuous drainage paths to the exterior are provided, and water passage to the building interior is prevented.
 - b. Substantiation: In addition to requirements specified for proven-in-use and proven-by-mock-up construction, drawings showing paths of water movement, with particular attention to changes in direction or orientation and joints between different assemblies.
 - 2. Component Mountings: Where components are mounted to surfaces that are required to be moisture-resistant, seal mounting surface of components to finish surface so that moisture cannot penetrate under or behind component, using material that is not affected by presence of water, that is mildew-growth resistant, and that has a minimum service life of 10 years.
- C. Moisture Vapor Transmission Resistance: Design to prevent deterioration of materials due to condensation of moisture vapor inside assemblies.
- 1. Use supplementary vapor retarder if necessary to meet requirements.
 - 2. Use method of sealing joints between elements that will be effective given available construction practices.
- D. Corrosion Resistance: Prevent corrosion by using corrosion-resistant materials, by preventing galvanic action, by preventing contact between metals and concrete and masonry, and by preventing condensation on metals.
- 1. Separation of Dissimilar Metals:
 - a. Where different metals subject to galvanic action are exposed to weather or moisture, prevent direct contact between them.
 - b. Piping Connections for Piping of Dissimilar Metals: Dielectric adapters.

2. Aluminum: Prevent direct contact of aluminum with concrete or cementitious materials.
3. Steel: Where permitted to be coated with other than zinc, zinc-alloy, or aluminum-zinc alloy, follow the recommendations of Society for Protective Coatings (SSPC) in regard to preparation for coating and coating type.
4. Outdoor Metal Elements Except in Contact with Soil: The following are considered corrosion-resistant metals:
 - a. Aluminum.
 - b. Stainless steel, Type 304 or 316.
 - c. Hot-dipped galvanized steel, with minimum zinc coating of 0.90 oz/sq ft total, both sides, or equivalent aluminum-zinc alloy coating.
 - d. Cadmium-plated steel, with minimum coating of 12 micrometers.
5. Indoor Metal Elements Potentially Exposed to Moisture: The following are considered corrosion-resistant metals:
 - a. Metals listed above for exterior exposure.
 - b. Brass and bronze, but not copper.
 - c. Cast iron, ductile iron, and malleable iron.
 - d. Steel coated with high-build epoxy or coal tar-based paint.
 - e. Chrome-plated steel.
6. Underground Metal Elements: Provide supplementary protection sufficient to prevent corrosion completely for the service life of the element without maintenance, unless otherwise.
 - a. Underground metal elements include, but are not limited to, pipes, tanks, conduits, ducts, structural members.
 - b. 3 inches of concrete cover is considered to be permanent protection.
 - c. Coatings or wrappings are not considered sufficient protection for the following types of elements:
 - 1) Underground elements subject to movement due to structural loads or thermal expansion or contraction.
 - 2) Metal elements buried in a soil environment known to cause corrosion on similar nearby structures.
 - 3) Metal elements buried in a soil environment in which stray DC electrical currents are present.
 - 4) Metal piping carrying petroleum products or other hazardous or toxic materials buried or otherwise installed without means of visual observation of entire exterior surface of piping.
 - 5) Metal tanks holding petroleum products or other hazardous or toxic materials buried or otherwise installed without means of visual observation of entire exterior surface of tank.
 - d. Cathodic protection is not considered sufficient protection.
- E. Weather Resistance: Design and select materials to minimize deterioration due to precipitation, sunlight, ozone, normal temperature changes, salt air, and atmospheric pollutants.
 1. Weather resistance requirements apply to components exposed to the outdoor environment, including services, unless specifically excepted; equipment enclosures are considered the equivalent of the exterior enclosure.
 2. Deterioration includes corrosion, shrinking, cracking, spalling, delamination, abnormal oxidation, decay and rot.
 3. Surfaces Exposed to View: Deterioration adversely affecting aesthetic life span includes color fading, crazing, and delamination of applied coatings.
 4. Joint Components and Penetration Seals: Capable of resisting expected thermal expansion and contraction ; use overlapping joints that shed water wherever

- possible.
5. Transparent Elements (Glazing): No haze, loss of light transmission, or color change, during entire expected service life.
 6. Service Temperature: Low temperature equal to historically-recorded low; high temperature equal to that expected due to any combination of air temperature and heat gain from solar and other sources.
 7. Freeze-Thaw Resistance: Adequate for climate of project.
 8. Ozone Resistance: Do not use materials that are adversely affected by ozone.
 9. Liquid Storage and Distribution Components: Prevent freezing during longest duration of low temperature anticipated, based on historical weather data; if necessary, provide automatically controlled supplemental heating.
 10. Buried Water Piping: Minimum of 6 inches below lowest recorded level at which the ground freezes.
 11. Services Passing From Inside to Outside: Openings through shell sealed as required to meet performance specified.
- F. Temperature and Humidity Endurance: Design equipment to endure temperature and humidity that will be encountered and to resist damage due to thermal expansion and contraction.
- G. Impact Resistance: Design and select materials to resist damage due to impact in accordance with code and the following:
1. Minimize damage from windborne debris propelled at up to 133 mph.
 2. Design and select materials to resist damage from hail of size up to 1/2 inch.
 3. Minimize damage due to potential vandalism.
 4. Natural Hazards: Design to resist damage from perching, nesting, and feeding birds.
- H. Accidental Damage Resistance:
1. Minimize potential for damage to built elements due to accidents.
 2. Accidental Water Leakage: Locate components that would be damaged by water leakage from pipes or through foundations or roof out of likely paths of water and at least 8 inches above floor level.
 3. Buried Components: Minimum of 12 inches below surface of ground.
 4. Underground Piping and Conduit: Watertight and rootproof.
 5. Finishes on Exposed Components Subject to Touching by Occupants: Durable enough to withstand regular scrubbing using ordinary methods.
 6. Equipment: Provide equipment which has been designed to prevent tampering.
 7. Underground Piping: Protect heating piping and chilled water piping from accidental damage with a warning tape buried 12 inches above the pipe.
- I. Wear Resistance: Design and select materials to provide resistance to normal wear-and-tear in accordance with code and the following:
1. Elements Within Reach of Pedestrians: Minimize degradation from rubbing and scratching caused by pedestrians.
 2. Minimize degradation caused by windblown sand and acid rain.
- J. Resistance to Biological Factors:
1. Animals: Do not use materials that are attractive to or edible by animals or birds.
 2. Insects: Do not use materials that are edible by insects, unless access by insects is prevented.
 3. Wood: When wood is used, provide at least the protection recommended by AWWA as contained in AWWA U1.

END OF SECTION

SECTION DC A - SUBSTRUCTURE CRITERIA**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Facility substructure consisting of foundations, subgrade enclosures, slabs-on-grade, water and gas mitigation, and substructure related activities.
 - 1. Foundations: Standard and special structures responsible for transferring dead loads, live loads, and environmental loads of completed building to the earth in such a way that the building is supported evenly and without movement.
 - 2. Slabs-on-Grade: Structural slabs, individual pavers, that are installed over fill or at excavated and compacted grade, equipment bases, under floor drainage, foundation perimeter drainage, thermal insulation at floor edge, and moisture barriers installed integrally with floor system.
 - a. Slab Depressions: Include required trenches, pits, and sumps.
 - 3. Water and Gas Mitigation: Includes building subdrainage and off-gassing mitigation.
 - a. Building Subdrainage: Systems to collect moisture and water below grade usually located at perimeter of structure or below slabs. Includes excavation, perforated pipe, drainage boards, granular fill, and filter fabrics, and connection to storm sewerage systems or to daylight.
 - b. Off-Gassing Mitigation: Mitigation of gases from underground sources.
 - 4. Substructure Related Activities: Include substructure excavation, construction dewatering, excavation support, and soil treatment.
- B. Products: Where specific products are required or allowed, use products complying with the additional requirements specified elsewhere.

1.02 RELATED REQUIREMENTS

- A. Section DC 0 - Facility Design Criteria: Criteria that apply to every pertinent element of the facility.
- B. Section 01 30 50 - Design Procedures and Substantiation Requirements.

1.03 REFERENCE STANDARDS

- A. ACI 201.2R - Guide to Durable Concrete 2016.
- B. ACI 302.1R - Guide to Concrete Floor and Slab Construction 2015.
- C. ASTM E1155 - Standard Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers 2020.
- D. ASTM E1155M - Standard Test Method for Determining F(F) Floor Flatness and F(L) Floor Levelness Numbers (Metric) 2014.
- E. EPA/625/R-92/016 - Radon Prevention in the Design and Construction of Schools and Other Large Buildings 1994.

PART 2 PRODUCTS AND METHODS**2.01 METHODS OF CONSTRUCTION**

- A. Use any of the following methods and techniques:
 - 1. Excavation, backfill, and compaction by machine or hand.

2.02 FOUNDATIONS

- A. Use one of the following:
 - 1. Concrete slab on grade throughout project.
 - 2. Reinforced concrete spread footings throughout project.

2.03 FOUNDATION WALLS

- A. Use one of the following:

1. Reinforced concrete throughout project.
2. Reinforced masonry throughout project.

2.04 FLOORS ON GRADE

- A. Use one of the following:
 1. Concrete floor slabs throughout the project.

2.05 SUBSTRUCTURE RELATED ACTIVITIES

- A. Fill:
 1. Use any of the following methods and techniques:
 - a. Structural fill.

PART 3 DESIGN CRITERIA

3.01 BASIC FUNCTION

- A. Provide substructure as required to support the completed and occupied building safely and without uncontrolled subsidence or other movement.
- B. Provide floors on grade as required to enclose habitable spaces and support interior functions without subsidence, structural cracking, or other uncontrolled movement.
- C. Prevent deterioration of loadbearing stratum due to accumulation of water in excavation.
- D. Where substructure is integral with elements defined within another element group, meet requirements of both element groups.
- E. In addition to the requirements of this section, comply with applicable requirements of Section DC 0 - Facility Design Criteria.

3.02 AMENITY AND COMFORT CRITERIA

- A. Thermal Performance: Provide thermal resistance as necessary to maintain interior comfort levels specified and in accordance with code.
 1. Vapor Retardation: Limit vapor transmission through floor construction to maximum rate of 0.1 perms at locations where impermeable applied interior finishes such as resilient flooring, wood flooring, or acrylic terrazzo are used.
 - a. Use supplementary vapor retarder if necessary to meet requirements.
 - b. Use method of sealing joints between vapor retarder elements that will be effective given available construction practices.
 2. Substantiation:
 - a. Preliminary Design: Identification of major thermal resistant materials and systems.
 - b. Construction Documents: Product data on thermal materials and details of construction to achieve required thermal performance.
- B. Water Accumulation: Prevent accumulation of water in open areas adjacent to substructure.
- C. Floor Flatness (FF): Provide floors on grade engineered and constructed to achieve degree of flatness as follows, when measured in accordance with ASTM E1155 (ASTM E1155M):
 1. Specified Overall Value (SOV): 35.
 2. Minimum Localized Value (MLV): 24.
- D. Floor Levelness (FL): Provide floors on grade engineered and constructed to achieve degree of levelness as follows, when measured in accordance with ASTM E1155 (ASTM E1155M):
 1. Specified Overall Value (SOV): 25.
 2. Minimum Localized Value (MLV): 17.

3.03 HEALTH AND SAFETY CRITERIA

- A. Fire Resistance: Design and select materials to provide fire resistance in accordance with code.
 - 1. For elements required to have a fire resistive rating and which are not made of materials and systems specified as acceptable by the code, use proven-by-mock-up construction.
 - 2. For proven-by-mock-up construction, acceptable testing agencies are Underwriters Laboratories Inc.
 - 3. Substantiation:
 - a. Design Development: Identification of assemblies required to have fire resistance rating and method to be used to achieve rating.
 - b. Construction Documents: Identifying numbers on the construction drawings.
- B. Substance Exclusion: Prevent accumulation of harmful chemicals and gases in spaces below substructure and subsequent penetration into occupied spaces.
 - 1. Radon: Prevent accumulation and penetration of radon by any of the following means:
 - a. Airtight construction.
 - b. Impermeable seals at service penetrations of enclosure elements.
 - c. Active soil depressurization system in accordance with recommendations of EPA/625/R-92/016.
 - d. Building pressurization in accordance with recommendations of EPA/625/R-92/016.
 - 2. Substantiation:
 - a. Preliminary Design: Identification of major radon resistant assemblies, chemical resistant assemblies, and ventilation features.
 - b. Construction Documents: Details of proven-in-use or proven-by-mock-up design.
 - c. Occupancy: Field testing to verify the absence of significant levels of harmful gases and chemicals after minimum of 6 months occupancy.
- C. Vermin Resistance: Provide permanent protection against infestation of construction by ground dwelling termites and other vermin, by using any of the following methods:
 - 1. Treatment of soil adjacent to substructure with EPA-approved chemicals prior to construction.
 - 2. Elimination of gaps or cracks in substructure construction.
 - 3. Impermeable seals at facilities services penetrations of enclosure elements.
 - 4. Physical barriers to the movement of termites.
 - 5. No use of untreated wood within 12 inch of soil.
 - 6. No use of continuous planes of exterior foam insulation extending from below grade to areas above grade.

3.04 STRUCTURAL CRITERIA

- A. Capacity: Provide loadbearing substructure members as required by code and designed to distribute dead loads, live loads, and environmental loads so that bearing capacity of soil is not exceeded.
 - 1. Extend bearing portions of substructure to levels below frostline at project location; not less than 1 ft below grade.
 - 2. Minimum Wall Thickness: Not less than thickness of superstructure walls supported by foundation walls, but not less than 8 inch.
 - 3. Minimum Wall Reinforcement: Steel with minimum yield strength not less than 60,000 psi and minimum percentages not less than Code requirements.
 - 4. Spread Footings: Designed not to exceed the allowable soil bearing capacity.

5. Footings: Minimum compressive strength of 3000 psi and minimum thickness of 12 inch.
- B. Dead Loads: Accommodate loads from weights of building materials, construction itself, and fixed service equipment.
- C. Live Loads: Accommodate loads from use and occupancy of the building, either uniformly distributed loads as prescribed by code or concentrated loads, whichever are more demanding structurally.
 1. Uniformly Distributed Loads: As required by code for building occupancy.
 2. Concentrated Loads: As required by project program and building design.
- D. Environmental Loads: Accommodate loads from environmental forces in accordance with code and the following:
 1. Lateral Soil Loads: Lateral pressure of soil adjacent to vertical substructure elements, including potential surcharge from fixed or moving loads and potential hydrostatic pressure.
 2. Wind: Overturning forces attributable to design wind speed at project location applied to full building height.

3.05 DURABILITY CRITERIA

- A. Expected Service Life Span: Same as building service life without any deterioration.
- B. Corrosion Resistance of Underground Metal Elements: See Section DC 0 - Facility Design Criteria.
- C. Concrete Durability:
 1. Monolithic Concrete Floor Slabs on Grade: Composition and finishing as recommended by ACI 302.1R based on type of anticipated traffic and intended use.
 - a. Light Vehicular Traffic, Exposed or Covered Surface: Class 4; minimum 28-day compressive strength of 4000 psi; maximum slump of 5 in; normal steel-troweled finish.
 - b. Foot Traffic, Exposed Surface: Class 1; minimum 28-day compressive strength of 3000 psi; maximum slump of 5 in; single troweling; nonslip finish where required by Volume C - Interiors.
 - c. Foot Traffic, Covered Surface: Class 2; minimum 28-day compressive strength of 3000 psi; maximum slump of 5 in; light steel-troweled finish; curing methods that will not interfere with applied interior finishes.

END OF SECTION

SECTION DC B - SHELL CRITERIA

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. The facility superstructure, consisting of roof construction.
- B. Exterior vertical enclosures comprised of the essentially-vertical separations between exterior and interior conditioned space, including exterior walls, exterior windows, exterior doors and grilles, and exterior louvers and vents.
- C. Exterior horizontal enclosures comprised of the essentially-horizontal or sloped separations between exterior and interior conditioned space, including roofing, roof appurtenances, traffic bearing horizontal enclosures, horizontal openings, and overhead exterior enclosures.
- D. Products: Where specific products are required or allowed, use products complying with the additional requirements specified elsewhere.

1.02 RELATED REQUIREMENTS

- A. Section DC 0 - Facility Design Criteria: Criteria that apply to every pertinent element of the facility.
- B. Section 01 30 50 - Design Procedures and Substantiation Requirements.

1.03 REFERENCE STANDARDS

- A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements 2009 (Reapproved 2016).
- C. ASTM E413 - Classification for Rating Sound Insulation 2016.
- D. ASTM E1155 - Standard Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers 2020.

PART 2 PRODUCTS AND METHODS

2.01 SUPERSTRUCTURE

- A. Use one or more of the following:
 - 1. Pre-engineered metal building.
 - 2. Structural steel frame, concrete-filled steel deck for floors, and unfilled steel deck for roofs.
 - 3. Cast-in-place reinforced concrete frame and slabs.
 - 4. Precast concrete frame and floor and roof units.
 - 5. Load-bearing masonry walls, open-web steel joists, steel deck, and minor structural steel.

2.02 ROOF CONSTRUCTION

- A. Structure Supporting Roofs:
 - 1. Use one or more of the following:
 - a. Structural steel beams, columns, girders, joists, and wind-bracing.
 - b. Cast-in-place reinforced concrete beams, columns, walls, girders, and joists.
 - c. Precast concrete beams, columns, tees, and hollow slabs.
 - d. Open-web steel joists or joist girders.
 - e. Load-bearing concrete masonry walls.
- B. Roof Decks:
 - 1. Use one or more of the following:
 - a. Steel deck without concrete fill.
 - b. Steel deck with light-weight insulating concrete.

- c. Cast-in-place reinforced concrete slabs, minimum 4 inches thick.
- d. Precast concrete tees or hollow core slabs without additional concrete covering.
- e. Precast concrete tees or hollow core slabs covered with minimum 1-1/2 inches concrete.

2.03 EXTERIOR WALL ELEMENTS

- A. Exterior Skin of Exterior Walls:
 - 1. Use one or more of the following, to achieve design intent reflected on Drawings:
 - a. Split face concrete block.
 - b. Ground face concrete block.
 - c. Galvanized steel panels, prefinished.
 - d. Aluminum-zinc alloy-coated steel panels, prefinished.
 - e. Aluminum panels, prefinished.
 - 2. Insulation:
 - a. Use one of the following:
 - 1) Board insulation.
 - 2) Batt insulation.
 - 3) Foamed-in-place insulation.
- B. Supporting Structure of Exterior Walls:
 - 1. Use one of the following:
 - a. Load-bearing unit masonry assemblies.
 - b. Non-load-bearing unit masonry assemblies.
 - c. Secondary structural steel members.
 - d. Cold formed metal framing.
- C. Exterior Ceilings and Soffits:
 - 1. Use one of the following:
 - a. Linear metal ceiling.

2.04 EXTERIOR DOORS

- A. Main Entrance Doors:
 - 1. Use one of the following:
 - a. Glazed aluminum doors .
- B. Patio Door:
 - 1. Provide three panel sliding door, aluminum-framed, full glass.
- C. Other Pedestrian Doors:
 - 1. Provide weatherstripping, thresholds, and additional hardware as noted on plans.
 - 2. Use one of the following:
 - a. Insulated Metal Doors
- D. Apparatus Bay Doors:
 - 1. Base Bid: Use one of the following:
 - a. Sectional overhead doors Base panels to be Aluminum, all other panels to be glazed. (90% glass)
 - 2. Alternative: four-fold apparatus bay doors, Refer to section 01 23 00 - Alternates.
- E. Hardware for Swinging Doors :
 - 1. Use satin, stainless steel finish .
 - 2. Hinges: Ball-bearing butt hinges or continuous hinges.
 - 3. Exit Devices: Unless specifically indicated as one type, mortise type or rim type.
 - 4. Locksets: Unless specifically indicated as one type, mortise, bored (cylindrical), or interconnected lockset and deadbolt.

5. Door Closers: Unless specifically indicated as one type, surface overhead door-mounted type.
 6. Door Stops: Unless specifically indicated as one type, wall-mounted type or overhead door/frame mounted type.
 7. Door Hold-Opens: Unless specifically indicated as one type, overhead door/frame mounted type.
- F. Glazing in Doors: Glass .
1. Type: Double pane insulated glass units.
 2. Use one of the following:
 - a. Fully tempered glass .
 - b. Laminated glass .

2.05 WINDOWS

- A. Fixed Glazing:
1. Glazing: Double pane insulated units.
 2. Use one of the following:
 - a. Aluminum-framed storefront.
- B. Glazing: Glass.
1. Use one of the following:
 - a. Fully tempered glass.
 - b. Low E glass.
 - c. Laminated glass.
 - d. Double pane insulated glass units.

PART 3 DESIGN CRITERIA

3.01 BASIC FUNCTION

- A. Provide structural elements, above grade and within basements, capable of supporting anticipated loads without failure or damage.
- B. In addition to the requirements of this section, comply with applicable requirements of Section DC 0 - Facility Design Criteria.

3.02 AMENITY AND COMFORT CRITERIA

- A. Thermal Performance: As specified in Section DC 0 - Facility Design Criteria and the following:
- B. Convenience:
 1. Provide a fixed ladder leading to access to roof equipment.
- C. Acoustical Isolation:
 1. Provide composite STC value as noted on drawings, tested in accordance with ASTM E90 and classified in accordance with ASTM E413.
- D. Acoustical Performance:
 1. Window Sound Transmission Class: Minimum 39 STC, as measured in accordance with ASTM E90 and classified in accordance with ASTM E413.
- E. Water Penetration Resistance: Where roof coverings as specified are not used over roofs provide supplementary waterproof construction providing equivalent protection.
- F. Vibration Resistance: Isolate structure from sources of vibration.

3.03 STRUCTURAL CRITERIA

- A. Structural Design: In addition to the requirements of the code, design to comply with ASCE 7.
- B. Capacity: Design and provide load-bearing structural members of capacities required by code.

- C. Dead Loads: Design to resist loads from weights of materials, construction, and fixed service equipment.
- D. Live Loads:
 - 1. Floors: Resist uniformly distributed, concentrated, and impact loads with code permitted live load reductions.
 - 2. Roofs: Resist uniformly distributed, concentrated, and impact loads.
- E. Environmental Loads:
 - 1. Wind: Basic wind speed in accordance with code, Importance Factor in accordance with code, Exposure in accordance with code, Wind design pressure in accordance with ASCE 7.
 - 2. Rain: Resist loads from ponding rainwater when the primary drainage system is blocked and in accordance with ASCE 7.
- F. Structural Serviceability: Comply with requirements and recommended design procedures of ASCE 7.

3.04 DURABILITY CRITERIA

- A. Expected Service Life Span: Same as for facility as a whole, except as follows:
 - 1. Load-Bearing Structural Members: Minimum of 50 years with no anticipated deterioration.
 - 2. Protective Elements: Minimum 25 years.
- B. Moisture Resistance of Load-Bearing Members: Use materials that are not damaged by contact with water or moisture vapor.
- C. Impact Resistance of Load-Bearing Members: Use materials that are not easily damaged by common hand tools.

END OF SECTION

SECTION DC B3 - EXTERIOR HORIZONTAL ENCLOSURES CRITERIA**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Roofing consisting of every element forming weather and thermal barriers at the sloped or essentially flat weather-proof enclosure over the entire "top-side" of building and over exposed floor superstructure, including plaza decks, balconies, and other exposed floors; including roof coverings, closures for roof openings, roof fixtures, and other roof elements, not including the structural supporting elements of the roof.
 - 1. Low-Slope Roofing: Includes membrane roofing of various types and protected membrane roofing, including fastening and flashing products.

PART 2 PRODUCTS**2.01 ROOF COVERINGS**

- A. Roof Coverings In General:
- B. Sloped Roofs:
 - 1. Use one of the following:
 - a. Factory-fabricated metal roof panels of aluminum.
- C. Essentially Flat Roofs:
 - 1. Use one of the following:
 - a. Elastomeric roofing membrane, EPDM .
 - 1) Installed over insulation and mechanically attached or fully-adhered.
 - b. Modified bituminous roofing membrane .
 - 1) Installed over insulation and fully adhered.

PART 3 DESIGN CRITERIA**3.01 BASIC FUNCTION**

- A. Provide a weather-proof enclosure over the entire "top-side" of building that also excludes unwelcome people, animals, and insects without requiring specific action by occupants, while shedding water and preventing uncontrolled water infiltration, withstanding anticipated loading conditions, providing required access, and permitting the entry of desirable natural light.
- B. Where roofing elements also must function as elements defined within another element group, meet requirements of both element groups.
- C. In addition to the requirements of this section, comply with applicable requirements of Section DC 0 - Facility Design Criteria.

3.02 AMENITY AND COMFORT CRITERIA

- A. Thermal Performance: As specified in Section DC 0 - Facility Design Criteria .
- B. Run-Off: Direct water run-off away from foundations without splashing or dripping.
- C. Appearance:
 - 1. Ponding: Arrange drainage of roof so no ponding will occur, regardless of whether roofing material will withstand ponding of water or not.

END OF SECTION

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SECTION DC C - INTERIORS CRITERIA**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Interior construction consisting of interior partitions, interior doors, suspended ceiling construction, and interior specialties, except for elements classified as equipment or services fixtures.
- B. Interior Finishes: Functional and decorative applied interior finishes, including wall finishes, interior fabrications, floor, ceiling finishes, and interior finish schedules, and field-applied finishes on other elements.

1.02 RELATED REQUIREMENTS

- A. Section DC 0 - Facility Design Criteria: Criteria that apply to every pertinent element of the facility.

1.03 REFERENCED STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2020.

PART 2 PRODUCTS AND METHODS**2.01 INTERIOR PARTITIONS**

- A. Use the following:
 - 1. Unit masonry is acceptable at bearing walls.
 - 2. Metal framing.
 - 3. Gypsum wallboard.

2.02 INTERIOR DOORS, GRILLES, GATES, AND FRAMES

- A. Interior Pedestrian Doors:
 - 1. Use the following as indicated on Drawings:
 - a. Hollow steel doors and frames.
 - b. Flush wood doors.
- B. Door Frames:
 - 1. Use the following:
 - a. Steel frames.

2.03 INTERIOR SPECIALTIES

- A. Information Specialties: Include the following types:
 - 1. Interior Signage: Include room and door signs and interior directional and informational signs.
- B. Toilet, Bath, and Laundry Accessories:
 - 1. Toilet, Bath, and Laundry Accessories: as noted on drawings.
- C. Storage Specialties:
 - 1. Use the following:
 - a. Built-in clothing lockers at bunk rooms.
 - b. Storage specialties at bunker gear storage.

PART 3 DESIGN CRITERIA**3.01 BASIC FUNCTION**

- A. Interiors: Provide appropriately finished interiors for every space and type of space indicated in the program, equipped with interior specialties as required to function properly for specific occupancies.

- B. Interior Partitions: Provide physical separation between spaces, constructed to achieve fire ratings required by code, appropriate security between adjacent spaces, and visual, acoustical, olfactory, and atmospheric isolation as necessary to maintain desirable conditions in each space.
- C. Interior Doors: Provide doors between adjacent spaces where required by the program or where proper functioning of adjacent spaces requires movement of people or objects between them.
- D. Suspended Ceiling Construction: Provide suspended panels with specific characteristics for acoustical purposes. Include hangers and/or framing to suspend ceiling construction and sound isolation components.
- E. Interior Finishes: Provide finishes for interior surfaces that are appropriate for the functions of each space.
- F. Interior Specialties: Provide interior specialties that are necessary for the proper functioning of each space.
- G. Where interiors elements also must function as elements defined within another element group, meet requirements of both element groups.
- H. In addition to the requirements of this section, comply with applicable requirements of Section DC 0 - Facility Design Criteria.

3.02 HEALTH AND SAFETY CRITERIA

- A. Flammability: Provide interior specialties made of materials with flame spread index of 25 or less and smoke developed index of 450 or less when tested in accordance with ASTM E84 at every location throughout the project.
- B. Fire Resistance: Design and select materials to provide fire resistance in accordance with code.
- C. Safety: Design and provide interior construction to protect building occupants in accordance with code and the following:
 - 1. Egress: Provide egress from every interior space in accordance with code.
 - 2. Tripping: Protect building occupants from tripping hazards due to uneven floor surfaces or abrupt changes in floor elevation of more than 1/4 inch.

3.03 DURABILITY CRITERIA

- A. Humidity Endurance: At interior spaces exposed to high humidity, such as laundry rooms and shower rooms, provide interior construction that will withstand continuous or intermittent exposure without significant changes in dimension, excessive deflection, or sagging.
- B. Corrosion Resistance: At laundry rooms, toilet rooms, shower rooms, and bathrooms, provide interior construction materials and fixtures that are inherently resistant to corrosion and rot.

3.04 OPERATION AND MAINTENANCE CRITERIA

- A. Frequency of Servicing: Owner expects that refilling/emptying will occur at the following intervals; provide capacity appropriate to servicing interval and expected use, based on project occupancy:
 - 1. Paper Towel Dispensers: Weekly.
 - 2. Toilet Paper Dispensers: Daily .
 - 3. Waste Receptacles: Daily.
- B. Ease of Cleaning:
 - 1. Waste Receptacles: Disposable liners or bags.

END OF SECTION

SECTION DC D2 - PLUMBING CRITERIA**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Plumbing elements comprised of the following:
 - 1. Water Supply: Water sources.
 - a. Water source for fire suppression systems.
 - 2. Domestic Water: Elements required to distribute water to fixtures, including piping and equipment for water cooling, heating and storage.
 - a. Water Distribution: Piping within the building, serving fixtures, specialties, and equipment.
 - b. Plumbing Equipment: Tanks.
 - 3. Sanitary Waste: Elements required for removal of sanitary waste, including piping, venting, discharge and disposal, and equipment.
 - 4. Rain Water Drainage: Elements required for drainage of rain water from building areas in which it may accumulate and drainage of clear wastes from building services; not including gutters and downspouts or subdrainage.
 - 5. Plumbing Fixtures: Fixtures necessary for sanitation, occupancy, and use, that are connected to water supply or drainage; not including water heating or conditioning equipment or kitchen appliances.
 - a. Types Required: Include commercial fixtures with rough-in piping, trim, fittings, and connection to vent piping.
 - b. Fixtures Required: As specified by code and as indicated on drawings .
- B. Utility Sources and Outlets:
 - 1. Water Source: Existing public utility.
 - 2. Sewage Disposal: Connect building sewer to the existing public sewage system.
 - 3. Rain Water Drainage Outlet: Existing public utility storm drainage system independent of sanitary sewer.
- C. Products: Where specific products are required or allowed, use products complying with the additional requirements specified elsewhere.

1.02 RELATED REQUIREMENTS

- A. Section DC 0 - Facility Design Criteria: Criteria that apply to every pertinent element of facility.

1.03 REFERENCE STANDARDS

- A. ASME A13.1 - Scheme for the Identification of Piping Systems 2020.
- B. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes 2020.
- C. ASTM B88 - Standard Specification for Seamless Copper Water Tube 2020.
- D. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric) 2020.

PART 2 PRODUCTS**2.01 DOMESTIC WATER PIPING AND EQUIPMENT**

- A. Water Piping, Buried:
 - 1. Use one of the following:
 - a. Copper pipe (ASTM B42), with brazed or soldered cast copper or wrought copper or bronze fittings, or flared cast bronze fittings.
- B. Water Piping, Not Buried:
 - 1. Use one of the following:
 - a. Copper tube, cast copper, wrought copper, or bronze fittings, and soldered joints.

- b. Chlorinated polyvinyl chloride (CPVC) plastic pipe and fittings, with solvent welded joints.
- C. Insulating Materials:
 - 1. Use one of the following:
 - a. Flexible cellular elastomeric.
- D. Valves For Shut-Off or Isolation of Equipment, Fixtures, and Parts of Systems:
 - 1. Use one of the following:
 - a. Ball valves.
- E. Valves For Flow Control, Throttling, or Bypass:
 - 1. Use one of the following:
 - a. Ball valves.
 - b. Gate valves.
- F. Method of Removing Air from Supply Piping:
 - 1. Use one of the following:
 - a. Automatic air vents.
 - b. Manual air vents.
- G. Water Heating Method:
 - 1. Use one of the following:
 - a. Gas instantaneous water heater.

2.02 SANITARY WASTE AND VENT PIPING AND EQUIPMENT

- A. Sanitary Waste and Vent Piping, Buried:
 - 1. Use one of the following:
 - a. Polyvinyl chloride (PVC) DWV pipe and fittings, with solvent welded or gasketed joints.
- B. Sanitary Waste and Vent Piping, Not Buried:
 - 1. Use one of the following:
 - a. Polyvinyl chloride (PVC) DWV pipe and fittings, with solvent welded joints.
- C. Cleanout Plugs:
 - 1. Use one of the following:
 - a. Brass.
 - b. Stainless steel.
- D. Cleanout Caps:
 - 1. Use one of the following:
 - a. Brass.
- E. Floor Drains:
 - 1. Use one of the following:
 - a. Cast iron.

2.03 RAIN WATER PIPING AND DRAINS

- A. Rain Water Piping, Not Buried:
 - 1. Use one of the following:
 - a. Polyvinyl chloride (PVC) DWV pipe and fittings, with solvent welded joints.
- B. Rain Water Piping, Buried:
 - 1. Use one of the following:
 - a. Polyvinyl chloride (PVC) pipe and fittings, with solvent welded or gasketed joints.
- C. Roof Drains, Area Drains, and Floor Drains:
 - 1. Use one of the following:
 - a. Galvanized cast iron.

2.04 PLUMBING FIXTURES

- A. Water Closets:
 - 1. Use one of the following:
 - a. Tank type.
 - b. External flush valve type.
 - c. Wall mounted fixtures.
 - d. Floor mounted fixtures.
- B. Lavatories:
 - 1. Use one of the following:
 - a. Vitreous china.
 - b. Solid plastic resin.
 - c. Countertop-mounted fixtures.
 - d. Undercounter-mounted fixtures.
 - e. Wall-hung fixtures.
- C. Kitchen Sinks:
 - 1. Use one of the following:
 - a. Stainless steel.
 - b. Countertop-mounted fixtures.
- D. Showers:
 - 1. Use one of the following:
 - a. Concrete floor sloped to drain. Walls to be ceramic tile, per drawings..
- E. Faucets and Trim:
 - 1. Use one of the following:
 - a. Polished chrome-plated finish.
- F. Utility (Mop or Janitor's) Sinks:
 - 1. Use one of the following:
 - a. Precast terrazzo.
 - b. Floor-mounted fixtures.

PART 3 DESIGN CRITERIA**3.01 BASIC FUNCTION**

- A. Provide water supply necessary for building occupancy and use.
- B. Provide delivery of domestic water to points of utilization.
- C. Provide water supply for fire sprinkler system.
- D. Provide drainage for disposal of waste as required by the code and for the following:
 - 1. Fixtures and equipment which have a waste connection or a domestic water connection.
 - a. Waste connections are not required on icemakers, refrigerators with icemakers, exterior hose bibbs, and coffee makers.
 - 2. Emergency Drainage: Floor drains located in, and as indicated on drawings:
 - a. Laundry rooms.
 - b. Toilet/shower rooms.
 - c. Apparatus bay.
 - d. Ice room.
 - e. Mechanical/Storage rooms.
 - 3. Cleaning Drainage: Floor drains located as indicated in program and in:
 - a. Hose-down areas.
 - 4. Indirect Drainage: Floor drains to receive piping from:
 - a. Equipment drain pans.
 - b. Condensate drains.

- c. Other equipment that produces clear wastes.
 - d. Other equipment specified to have indirect drain.
- E. Provide drainage for disposal of rain water and clear wastes, as required by the code.
- F. Provide plumbing fixtures necessary for occupancy, use, and sanitation.
- G. Equipment That is Not Part of Services Systems: Specified in the project program and in Section DC E.
- H. Where plumbing elements must also function as elements defined within another element group, meet the requirements of both element groups.
- I. In addition to the requirements of this section, comply with applicable requirements of Section DC 0 - Facility Design Criteria.
- J. Substantiation:
 - 1. Proposal: Description of systems required, sources, input-side capacities, and means of distribution.
 - 2. Design Development: Engineering calculations showing input- and output-side capacities and loads and sizes of distribution elements.
 - 3. Construction Documents: Complete system details.
 - 4. Construction and Closeout: Functional performance testing, as specified in Section 01 30 50.

3.02 AMENITY AND COMFORT CRITERIA

- A. Hot Water Supply:
 - 1. Provide pressure balanced shower valves which limit the water temperature to 120 degrees F.
- B. Noise:
 - 1. Design to prevent noise due to air trapped in piping systems.
 - 2. Provide water hammer arrestors on each fixture branch to eliminate noise produced by the domestic water fixtures.
 - 3. Locate risers in dedicated and sound attenuated chases.
 - 4. Minimize noise produced by fixtures.
- C. Convenience:
 - 1. Water Heaters:
 - a. Locate water heaters in utility room.
 - b. Do not locate water heaters where the public has access to them.
 - 2. Fixture Heights: As specified in code.
 - 3. Fixture Configurations: As specified in code.
 - 4. Maneuvering Space: Provide space between and around fixtures as required by code.
 - 5. Water Connections: Hot water on the left side of fixtures and cold water on the right side of fixtures.
 - 6. Faucets: Single action operation.
 - 7. Install floor drains flush with the surface on which they are installed, out of pedestrian traffic patterns wherever possible.
 - 8. Do not locate floor drains and floor cleanouts in doorways or directly in traffic paths.
- D. Condensation:
 - 1. Insulate horizontal and vertical rain water piping, including the underbody of roof drains, using material of sufficient insulating value to prevent condensation.
- E. Odors:
 - 1. Locate odor producing elements in areas separate from human occupancy outdoors.
 - 2. Do not locate sanitary waste vent openings where odors are noticeable by occupants or by occupants of adjacent properties or where odor-bearing air may

enter building spaces.

- a. Do not terminate vents within 10 feet horizontally of doors, windows, air intake or exhaust openings, or other openings in the exterior enclosure, unless vent termination is at least 3 feet above the top of the opening.
 - b. Do not locate vent openings under overhangs.
 - c. Do not locate vent openings closer than 10 feet to lot line.
 - d. Extend vent pipes at least 6 inches above the surface of roofs.
 - 1) Exception: Where roof areas are to be occupied for normal building functions, extend vent pipes at least 7 feet above the roof surface.
 - e. Extend vent pipes at least 12 inches above overflow level of the highest fixture served by the vent.
 - f. Provide an automatic means of priming traps which may evaporate enough water to break the trap seal allowing sewer gases to enter the building.
3. Connect fixtures to prevent entry of sewer gases into occupied spaces.
 4. Provide traps for indoor drains connected to rain water drainage system.
 5. If rain water drainage system connects to sanitary sewer system, provide a trap at the connection.
- F. Appearance:
1. Do not locate rain water leaders or downspouts where they are visible from the outside of the building.
 2. Vents: Conceal vents from view.
 3. Fixtures:
 - a. Smooth, corrosion-resistant, non-absorbent, with no crevices to collect dirt.
 - b. Aesthetically pleasing and easy and comfortable to use .
 - c. Color: White, except where metal fixtures are required.

3.03 HEALTH AND SAFETY CRITERIA

- A. Health: Provide safe and potable water.
1. Public utility water can be considered to be potable.
 2. Maintain the safety of potable water source.
 3. Do not connect the potable water source to any non-potable water source.
 4. Do not connect private potable water source to public potable water source.
 5. Keep animals and vermin out of open pipes, tanks, and other system components.
 6. Keep other contaminants out of the distribution systems, equipment, and water source.
 7. Provide potable water supply with backflow preventers in accordance with code requirements.
 8. Permanently seal openings and edges around the sides and bottom of each fixture with waterproof material.
 9. Do not locate indirect drains in toilet rooms, unventilated or inaccessible rooms, or in air distribution or return plenums.
 10. Provide a backflow prevention device in the sewer discharge to prevent back-up into plumbing fixtures and floor drains.
- B. Waste Disposal: Connect each fixture to sanitary drainage system for proper disposal of waste and harmful materials.
- C. Pressure Control: Control pressures to protect the building, fixtures, equipment, and occupants from harm.
1. Maximum Water Distribution Working Pressure: 80 psi.
 2. Pressure Reduction: Use pressure reducing valves or regulators.
 3. Air Removal: Remove air trapped in water distribution system.
- D. Excess Pressure Hazard: Include devices to reduce accidental excess pressure to acceptable level, with maximum overpressure of 10 percent over specified system

operating pressure, for the following items:

1. Water heaters.
2. Hot water recirculating pumps.
- E. Prevention of Sewer Gas Leaks:
 1. Provide waste system vents as required by code to avoid trap siphonage or compression.
 2. Prevent entry of sewer gases from the sanitary sewer into building's sewer system.
- F. Protection of Potable Water Supply: As required by code.
- G. Toxic Materials:
 1. Lead: Do not use lead or lead-containing materials in potable water systems.
- H. Waste Drainage: Provide food handling equipment, food storage equipment, commercial dishwashing, clear-water wastes, and air conditioning equipment with indirect waste pipe for drainage.
- I. Burn Hazards:
 1. Maximum Fixture Discharge Temperature: 120 degrees F.
 2. Maximum Exposed Surface Temperature: 95 degrees F.
 3. Protect wheelchair occupants from hot water pipes and drains.
- J. Fire Hazards:
 1. Do not use combustible piping materials inside the building.
- K. Vermin Resistance: Provide grated coverings for rain water drains to prevent entry of rodents, insects, birds, and miscellaneous foliage.
- L. Hazard Labeling: Clearly label domestic hot water, domestic cold water, rain water drainage, and sanitary waste and vent systems indicating the nature of contents and direction of flow.
 1. Comply with requirements of ASME A13.1.
- M. Hazardous Material Drainage: Prevent damage to public utility drainage systems by removing or neutralizing hazardous materials before discharging.
- N. Supplementary Drinking Water:
 1. Provide lead-free water from treated municipal source, which utilizes multi-barrier processing methods, such as reverse osmosis, micron filtration, and distillation.

3.04 STRUCTURAL CRITERIA

- A. Rain Water Drains:
 1. Locate drains to avoid ponding loads in excess of structural capacity.
 2. Prevent inadvertent ponding by protecting drain openings from clogging, using raised strainers with minimum height of 4 inches wherever possible and flat gratings in other locations.
- B. Insulated Pipes: Prevent compression of insulation by using pipe shields or saddles or dense insulation inserts.
- C. Fixtures:
 1. Anchored to support weight of fixtures and a minimum of 400 pounds without failure or stress on the connecting pipes.
 2. Wall Mounted Fixtures: Carriers concealed inside fixture and in wall or floor.

3.05 DURABILITY CRITERIA

- A. Expected Service Life Span: Same as service life of building unless otherwise indicated.
 1. Piping, Wiring, and Flues: Same as the service life of the building.
 2. Shut-Off Valves and Similar Components: Same as service life of building.
 3. Electrically- and Fuel-Operated Equipment: Minimum 20 years.
 4. Other Moving Components: Minimum 20 years.
 5. Plumbing Fixtures: Same as building service life.
 6. Faucet Valves: 20 years.
 - a. Substantiation: Manufacturer's unconditional warranty.

7. Flushing Mechanisms: 20 years.
 - a. Substantiation: Manufacturer's unconditional warranty.
- B. Water Penetration: Reinforce weather barrier around roof and deck drains using extremely durable, permanently watertight material; one acceptable method is using 4 pound sheet lead, extending minimum of 10 inches from center of drain.
- C. Moisture: Do not locate water heaters where leakage would cause damage to surrounding building materials , unless drip pans piped to floor drains are provided.
- D. Condensation:
 1. Provide insulation on cold water pipes, fittings, valves, and equipment to limit condensation.
 2. Prevent condensation from forming on or dripping from sanitary drain piping, floor drain bodies, condensate piping, and p-traps.
- E. Temperature Changes: Provide method of allowing thermal expansion of domestic water in the hot water system.
 1. Provide expansion tanks with bladders.
- F. Wear Resistance:
 1. Shutoff Valves: Resistant to corrosion, breakage, and scratching due to continual contact with water, human usage, and cleaning with abrasive materials.
 2. Fixtures, Trim and Accessories: Resistant to corrosion, breakage, scratching, burning, fading and chipping due to continual contact with water, human usage, and cleaning with abrasive materials.
 - a. Acid resistant finish at lavatories, sinks, tubs, and water closets.
- G. Shock Resistance: Do not use cast iron fittings, valve bodies, materials, and components where thermal or mechanical shock is expected.
- H. Freeze Protection: Protect piping from freezing.
- I. Joint Durability: Provide watertight joints.
- J. Electrical Component Protection:
 1. Do not route piping through electrical rooms unless it is absolutely necessary.
 - a. Where piping must be routed near electrical equipment, shield the electrical equipment with drip pans which drain to the nearest floor drain.
 2. Substantiation: See tests specified under Operation and Maintenance.
- K. Equipment Protection:
 1. Domestic Water Distribution System: Provide a filtration device upstream of equipment which may be damaged by debris in the distribution system.
- L. Maximum Discharge Temperature into Sewer: 120 degrees F.
- M. Abuse: Protect rain water drainage conductors and leaders by placing in dedicated locations, by using protective coverings or shields, and by recessing in walls.
- N. Resistance to Corrosive Wastes:
 1. Where corrosive wastes can be neutralized or diluted below harmful levels, removal is not required; otherwise, provide appropriate interceptors to remove corrosive wastes, including solids.
 2. Oil Interceptors: Located as indicated in program.

3.06 OPERATION AND MAINTENANCE CRITERIA

- A. Fixture Functions:
 1. Lavatories: Standard spout, with integral overflow.
 2. Showers: With single-action hot-cold mixing valve and hand-held shower head.
 3. Kitchen Sinks: Gooseneck spout, water spray nozzle and swivel spout.
 4. Utility (Mop or Janitor's) Sinks: Filling of standard rolling mop bucket required ; spout designed to support full bucket of water.
- B. Water Consumption:

1. Water Closets: 1.28 gallons per flush, maximum, with complete waste removal in one flush.
2. Lavatory Faucets: 0.5 gallon per use.
3. Shower Heads: 2.5 gallons per minute, maximum.
- C. Capacity of Water Service: Provide adequate water flow and pressure to supply peak demand requirements. Comply with requirements specified in the code and the following.
 1. Water Delivery: If the water source has insufficient flow or pressure, provide means of increasing to required level.
 - a. Use booster pumps, if required.
 - b. Substantiation:
 - 1) Final Design: Identification of pressure and flow requirements (design conditions) for the building; verification of source availability at design conditions.
 - 2) Construction Documents: Equipment to be used to deliver water at design conditions;.
 - 3) Construction: Test of system flow and pressure; submit report verifying performance.
 2. Water Flow:
 - a. Maximum Velocity: 8 fps at the design flow rate.
 3. Water Supply Pressures:
 - a. Water Pressure/Flow At Fixtures: 8 psi, minimum, except as otherwise required by code.
 - 1) Showers: 20 psi, minimum.
 - 2) Blowout Water Closets: 25 psi, minimum.
 - 3) Flush Valves at Water Closets: 15 psi, minimum.
 - b. Water Distribution Working Pressure: 40 psi at 75 degrees F.
 - c. Pressure Classification: Provide pipe, pipe components, and equipment with a pressure classification of 125 psi.
 4. Substantiation:
 - a. Final Design: Piping design calculations and entrance locations.
 - b. Construction: Prior to installation of plumbing fixtures and prior to concealment of piping, air and water tests of piping systems at 110 percent of operating pressure, maintaining pressure for 2 hours to demonstrate system is watertight.
 - c. Construction: Functional tests of fixtures and equipment.
 - d. Occupancy: Observation of function during full occupancy.
- D. Waste Pipe Sizing:
 1. Size piping as required by code.
 2. Building Drain: 4 inches diameter, minimum.
 3. Buried Piping Below Slabs: 3 inches diameter, minimum.
 4. Pipes 3 inches in Diameter and Smaller: Sloped at 1/4 inch per foot, minimum, downward in the direction of flow.
 5. Pipes 4 inches in Diameter and Larger: Sloped at 1/8 inch per foot, minimum, downward in the direction of flow.
 6. Substantiation:
 - a. Final Design: Drainage design calculations and documentation of piping outlets.
 - b. Construction: Air and water pressure tests of piping systems; functional tests of drains and equipment under simulated full occupancy loads.
 - c. Occupancy: Observation of function during full occupancy.

- E. Rain Water Drainage Capacity: As specified in the code and as follows:
 - 1. Design Rainfall Rate: Short storm intensity of 4.5 inches in any 1 hour period.
 - 2. Secondary Drainage: Required for roofs and exterior structural decks that do not drain naturally. Provide secondary roof drains connected to a secondary drainage system.
 - 3. Rain Water Drainage Capacity:
 - a. Roof Areas of 10,000 sq ft and Less: Minimum of two roof drains.
 - 4. Drainage Outlets: As specified above and as follows:
 - a. Secondary Drainage: Drain to completely redundant drain piping system.
 - 5. Substantiation:
 - a. Final Design: Drainage design calculations and documentation of piping outlets.
 - b. Construction: Air pressure test to verify continuity of piping; functional tests of each drain.
 - c. Occupancy: Field observation of performance during at least two storms.
- F. Maintenance of Drainage:
 - 1. Sanitary Drainage:
 - a. Where sewer discharge is higher than item to be drained, provide a means of lifting the waste for drainage.
 - 1) Method of Lifting Waste: Provide a sewage pump and vented sump to lift waste to the sanitary sewer for drainage.
 - b. Fittings, Joints, and Offsets: As required to ensure optimal flow through horizontal and vertical piping and at changes of direction.
 - c. Transitions Between Horizontal Piping and Vertical Risers:
 - 1) Sanitary Waste: Sanitary tees, wyes, or wyes and eighth bends.
 - 2) Vents: Wyes, wyes and eighth bends, and short radius fittings.
 - 2. Rain Water Drainage:
 - a. Pipes sloped at 1/8 inch per foot, minimum, downward in direction of flow.
- G. Energy Efficiency:
 - 1. Circulation Heat Loss: Provide recirculating pumps to limit the domestic hot water temperature drop to 2 degrees F within 100 feet of fixtures requiring domestic hot water. In addition, provide insulation to limit heat loss of domestic hot water, as required.
 - 2. Equipment Heat Loss: Provide insulation on the following equipment to limit domestic hot water heat loss to maximum of 2 degrees F per hour, without energy input:
 - a. Water heaters.
- H. Minimization of Cleaning:
 - 1. Grease Interceptors: Located at drains specifically intended for disposal of grease, as indicated in program.
- I. Ease of Cleaning:
 - 1. Provide adequate access for cleaning each fixture and the areas around it.
 - 2. Floor Drains: At low points in floor and flush with finish floor surface.
 - 3. Cleanout Plugs: Flush with floor surface.
 - 4. Drain equipment which produces or collects clear waste, such as condensation from cooling coils. Provide piping for the clear waste to the nearest floor drain.
 - 5. Oil Interceptors: Located as indicated on drawings.
- J. Ease of Maintenance and Repair:
 - 1. Do not locate underground piping beneath electrical service, equipment, or footings.
 - 2. Provide a shutoff valve at the utility service main and the service entry point.

3. Provide devices at service entrance into building which allow insertion of measurement devices to monitor flow and pressure levels in the water distribution system.
4. Isolation of Piping Segments and Equipment: Provide a means of isolating the following:
 - a. Each building from main water service. Provide a shut-off valve located inside a valve box whose removable access cover is at grade level.
 - b. Water meter from building piping.
 - c. Each vertical riser from piping below.
 - d. Each water branch to fixtures or equipment from main vertical riser.
 - e. Each plumbing fixture, storage tank, and item of equipment, so that removal of one will not necessitate shutdown of others.
 - f. Individual fixtures and equipment. Provide an isolation device within 3 feet of pipe connection to item.
5. Provision for Drainage of Water Distribution Piping:
 - a. Slope Piping Toward Drain: 1/4 inch per 10 feet.
 - b. Provide a system drain at discharge above grade and outside of the building.
 - c. Provide an adequately sized drain for the volume of water inside the distribution system.
 - d. Drain valve (or fixture shut-off valve) located at each low point.
6. Provision for Cleaning of Drainage Piping: Provide a cleanout as required by code and as follows:
 - a. At the upstream end of each horizontal sanitary drainage pipe, for cleaning in direction of flow.
 - b. At the dead end of each dead-end pipe.
 - c. Pipe 3 inches and Smaller: At intervals of 50 foot, maximum.
 - d. Pipe 4 inches to 6 inches: At intervals of 80 foot, maximum.
 - e. Pipe 8 inches and Larger: At intervals of 100 foot, maximum.
 - f. Clearance: As required by code to allow for cleaning and rodding of pipe.
7. Interceptors That Must be Manually Cleaned:
 - a. Designed for minimum of 2 months operation between cleanings.
 - b. Located close to or in the same area as drains that receive the harmful wastes, for supervision and maintenance by occupants creating the waste.
 - c. Removable waste container, with spare.
 - d. Substantiation:
 - 1) Final Design: Manufacturer's maintenance schedule and recommended methods.
8. Plumbing Fixtures:
 - a. Faucet valves easily removable and replaceable as a single unit.
 - b. Each pipe connection to each fixture provided with a stop valve, for easy disconnection from water service.
 - c. Provide access to concealed connections, such as floor and wall cleanouts and slip-joint connections.

END OF SECTION

SECTION DC D3 - HVAC CRITERIA**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. HVAC: Artificial means of maintaining interior space comfort and air quality, including heating, cooling, ventilation, and energy supply.
- B. The HVAC system consists of the following elements used to maintain occupant comfort:
 - 1. Energy Supply: Elements which provide energy.
 - 2. Heat Generation: Elements required to heat building.
 - a. Heat generation elements comprise furnaces and radiant heaters.
 - 3. Refrigeration: Elements necessary to generate the cooling required.
 - a. Refrigeration elements comprise condensing units.
 - 4. Air Distribution: Elements required to supply, return, and exhaust air associated with heating or cooling the building.
 - 5. Refrigerant Distribution: Elements required to distribute refrigerant for heating or cooling.
 - 6. Other HVAC elements required to maintain occupant comfort.
- C. Products: Where specific products are required or allowed, use products complying with the additional requirements specified elsewhere.

1.02 RELATED REQUIREMENTS

- A. Section DC 0 - Facility Design Criteria: Criteria that apply to every pertinent element of the facility.
- B. Section DC E - Equipment and Furnishings Criteria.
- C. Section 01 30 50 - Design Procedures and Substantiation Requirements.

1.03 REFERENCE STANDARDS

- A. AABC (NSTSB) - AABC National Standards for Total System Balance, 7th Edition 2016.
- B. AHRI 210/240 - Standard for Performance Rating of Unitary Air-Conditioning and Air-Source Heat Pump Equipment 2008, Including All Addenda.
- C. AHRI 340/360 - Performance Rating of Commercial and Industrial Unitary Air-Conditioning and Heat Pump Equipment 2011.
- D. AHRI 365 (I-P) - Performance Rating of Commercial and Industrial Unitary Air-Conditioning Condensing Units 2009.
- E. AHRI 880 (I-P) - Performance Rating of Air Terminals 2017.
- F. AMCA 210 - Laboratory Methods of Testing Fans for Certified Aerodynamic Performance Rating 2016.
- G. ASHRAE (HVACA) - ASHRAE Handbook - HVAC Applications Most Recent Edition Cited by Referring Code or Reference Standard.
- H. ASHRAE Std 15 - Safety Standard for Refrigeration Systems and Designation and Classification of Refrigerants 2019, with Errata (2020).
- I. ASHRAE Std 55 - Thermal Environmental Conditions for Human Occupancy 2017, with Addendum (2020).
- J. ASHRAE Std 62.1 - Ventilation for Acceptable Indoor Air Quality Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. ICC (IFGC) - International Fuel Gas Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible 2005 (Revised 2009).

PRODUCTS**2.01 HVAC SYSTEM TYPES**

- A. Use one or more of the following:
 - 1. Stand-Alone HVAC Systems:
 - a. Rooftop unit.
 - b. Variable air volume, self-contained, air-conditioning unit.
 - c. Cooling only ductless split system.

2.02 ENERGY SUPPLY

- A. Pipe:
 - 1. Use one or more of the following:
 - a. Materials permitted by code.
 - b. Copper pipe with flared joints.
- B. Fittings:
 - 1. Use one or more of the following:
 - a. Materials permitted by code.
 - b. Copper.

2.03 HEAT GENERATION

- A. Furnaces:
 - 1. Use one or more of the following:
 - a. Gas-fired furnaces.

2.04 REFRIGERATION

- A. Do not use:
 - 1. CFC-based refrigerants.
 - 2. HCFC-based refrigerants.
- B. Refrigeration Units:
 - 1. Use one or more of the following:
 - a. Condensing units.

2.05 AIR DISTRIBUTION

- A. Ductwork:
 - 1. Use one or more of the following:
 - a. Galvanized sheet metal duct.
- B. Diffusers, Registers, and Grilles:
 - 1. Use one or more of the following:
 - a. Aluminum diffusers.
- C. Fans:
 - 1. Use one or more of the following:
 - a. Aluminum fan housing with an aluminum propeller.
 - b. Aluminum fan housing with an aluminum centrifugal wheel.
- D. Air Filters:
 - 1. Use one or more of the following:
 - a. Pleated panel filters.

2.06 HVAC CONTROLS

- A. Operators and Sensors:
 - 1. Use one or more of the following:
 - a. Electric thermostats.

PART 3 DESIGN CRITERIA**3.01 BASIC FUNCTION**

- A. Provide natural gas for use by HVAC and plumbing equipment as follows:
 - 1. System Capacity: Provide a fuel supply line (pipe) with capacity to serve the facility plus 10 percent reserve capacity.
- B. Provide the necessary equipment and infrastructure to deliver heat to the conditioned spaces.
- C. Provide the necessary equipment to generate the cooling required to maintain building comfort.
- D. Distribute air to maintain the required space conditions.
 - 1. Maximum Air Velocity:
 - a. For 1 Inch W.G. Duct Pressure Class: 1500 feet per minute.
- E. Provide the elements necessary to control and monitor the building's indoor environment.
 - 1. Provide a programmable thermostat for each zone to maintain the required space conditions and local, packaged control for each major piece of HVAC equipment. A building control system is not required.
 - 2. Zoning and Space Temperature Control:
 - a. Dedicated terminal unit and thermostat for each separated space.
 - b. Single thermostat and terminal unit for spaces with similar function, exposure, and location.
 - c. Zone each bunk room, separately. Dedicate at least one terminal unit and thermostat to each zone.
 - d. Provide each IT room with dedicated zone. Provide humidity and temperature control.
- F. Control the following equipment:
 - 1. Fan coil units.
- G. Where HVAC elements also must function as elements defined within another element group, meet the requirements of both element groups.
- H. In addition to the requirements of this section, comply with applicable requirements of Section DC 0 - Facility Design Criteria.
- I. Substantiation:
 - 1. Proposal: Description of systems required, sources, input-side capacities, and means of distribution.
 - 2. Final Design: Design calculations; documents showing zoning, air handlers, air terminals, equipment locations, equipment sizes, and air distribution; sample manufacturer data showing capacity available.
 - 3. Construction Documents: Complete system details.
 - 4. Construction: Manufacturer's data showing performance, certified by independent testing agency.
 - 5. Construction: Testing, adjusting, and balancing report indicating initial airflow, final airflow, initial temperature, and final temperature of each conditioned space. Measurement of parameters when space is occupied and during summer when the outside air temperature is within 10 percent of the summer design conditions.

3.02 AMENITY AND COMFORT CRITERIA

- A. Space Temperature Setpoint: As specified in Section DC 0 and as follows:
 - 1. IT Room: 68 deg F, plus or minus 0.5 deg F.
- B. Space Temperature Control: Coordination of air distribution system's design and installation with zoning and space temperature requirements.

1. Maintain winter effective temperature as defined by ASHRAE Std 55 between 68 degrees F and 74 degrees F.
2. Maintain summer effective temperature as defined by ASHRAE Std 55 between 73 degrees F and 79 degrees F.
- C. Humidity Control:
 1. Maintain relative humidity between 50 and 55 percent in habitable spaces.
- D. Air Movement:
 1. Provide an air distribution system that limits the air velocity to 50 fpm, maximum.
 2. Adjustments: Provide an air distribution system which allows adjusting direction of airflow from supply diffusers, adjusting dampers, and changing the thermostat setpoint.
 3. Substantiation:
 - a. Occupancy: Measure air movement at work station in accordance with ASHRAE Std 55 in lobbies, common spaces, or bunk rooms and adjust air distribution system to make occupants comfortable.
- E. Acoustical Performance:
 1. Air Distribution Background Noise: Provide systems which comply with the acoustical requirements of Section DC C - Interiors Criteria and the following RC Levels as defined in ASHRAE HVAC Applications Handbook. Do not exceed the sound pressure level for any octave band at the specified RC.
 - a. Bunk Rooms: 25-35, neutral.
 - b. Common Areas (day room, kitchen, lobby): 25-35, neutral.
 - c. Substantiation:
 - 1) Final Design: Equipment product data that predicts sound levels for anticipated use.
- F. Indoor Air Quality: Provide sufficient ventilation to obtain acceptable indoor quality, determined using the Ventilation Rate Procedure of ASHRAE Std 62.1.
- G. Appearance:
 1. Diffuser Shape: Provide square diffusers.
 2. Diffuser Face: Provide perforated, louvered, or plaque face diffusers.
 3. Diffuser Color: Provide diffusers with ceiling matching color.

3.03 HEALTH AND SAFETY CRITERIA

- A. Life Safety: Provide interconnection and coordination of HVAC controls with other life safety systems.
- B. Fire Sources:
 1. Provide products which are rated for the specific locations where they are installed.
 2. Provide distribution elements constructed from incombustible materials.
- C. Fire Spread: Provide interlocks to prevent operation or start-up of air distribution elements when fire or smoke detection systems are in alarm condition.
- D. Systems Safety:
 1. Condensing Units: Construct condensing units to ASHRAE Std 15, Safety Standard for Refrigeration Systems.
- E. Refrigerants:
 1. Comply with the requirements of ASHRAE Std 15.
 2. Prevent release of refrigerant to atmosphere.

3.04 STRUCTURAL CRITERIA

- A. Seismic Protection:
 1. Provide fuel distribution system with the ability to flex where differential movement is anticipated.

2. Provide fuel distribution system supports capable of supporting twice its installed weight.

3.05 DURABILITY CRITERIA

- A. Expected Service Life Span:
 1. HVAC:
 - a. Shut-Off Valves: Minimum 10 years.
 - b. Dampers, Louvers, Registers, Grilles: Same as service life of building.
 - c. Main Heat Generation and Cooling Equipment: Minimum 20 years.
 - d. Secondary Equipment: Minimum 10 years.
 - e. Control Components, Except Wiring: Minimum 10 years.
 2. Energy Supply System: Provide a system which will last a minimum of 10 years in service without major repairs or operating expense.
 3. Air Distribution System: Provide a system which will last a minimum of 10 years in service without major repairs or operating expense.
 4. HVAC Control System: Provide a system which will last a minimum of 10 years in service without major repairs or operating expense.
- B. Aesthetic Life Span: Provide units exposed within the occupied space which will not fade, chip, or peel for a minimum of 10 years.
- C. Corrosion Control: Drain condensate from cooling coils to prevent corrosion of associated equipment.
- D. Underground Piping Corrosion Control: See Section DC 0 - Facility Design Criteria.

3.06 OPERATION AND MAINTENANCE CRITERIA

- A. Energy Efficiency:
 1. Condensing Unit Integrated Part Load Value (IPLV): 12, calculated as specified in AHRI 365 (I-P).
 2. Condensing Unit Energy Efficiency Ratio (EER): 11, minimum, at standard rating conditions specified in AHRI 365 (I-P).
 3. Control System: Provide the following control functions or features:
 - a. Holiday scheduling.
 - b. Night setback.
 - c. Outside air economizer.
- B. Fan Efficiency:
 1. Propeller Fans: Do not use propeller fans at static pressure above 1 inch water gauge.
 2. Fans: Match fan pressure characteristics to the air distribution system pressure characteristics including the system effect factors; pressure characteristics based on AMCA 210 fan ratings and system characteristics based on engineering calculations.
 3. Substantiation:
 - a. Final Design: Calculations showing the air distribution pressure characteristics and data supporting the selection of the fan.
 - b. Construction: Calculations showing the air distribution systems pressure characteristics; AMCA seal and ratings on each fan used.
- C. Air Distribution Efficiency: Provide duct construction in accordance with SMACNA (DCS), based on the following:
 1. Supply Duct Pressure Class: 2 inches w.g..
 2. Return Duct Pressure Class: 2 inches w.g..
 3. Outside Air Duct Pressure Class: 2 inches w.g..
 4. Exhaust Duct Pressure Class: 2 inches w.g..
 5. Transfer Duct Pressure Class: 2 inches w.g..
- D. Ease of Service:

1. Provide shut-off valves as required by code and at each branch connection.
2. Air Distribution: Provide units which are modular in design, which allow access to and removal of compressor and fan through front panel, and with filter access without removal of the front panel.

END OF SECTION

SECTION DC D4 - FIRE PROTECTION CRITERIA**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Fire Sprinkler and Extinguishing Systems: Elements which automatically extinguish fires; automatic fire protection is required for the entire building.
- B. Fire Protection Specialties: Fire fighting devices and storage cabinets not including devices connected to a fire suppression system.
- C. Other Fire Protection Elements: Elements that are not covered in other fire protection Sections.
- D. Products: Where specific products are required or allowed, use products complying with the additional requirements specified elsewhere.

1.02 RELATED REQUIREMENTS

- A. Section DC 0 - Facility Design Criteria: Criteria that apply to every pertinent element of the facility.
- B. Section DC D2 - Plumbing Criteria: Water source.
- C. Section DC D3 - HVAC Criteria: Smoke control and evacuation.
- D. Section 01 30 50 - Design Procedures and Substantiation Requirements.

1.03 REFERENCE STANDARDS

- A. NFPA 10 - Standard for Portable Fire Extinguishers 2017, with Errata (2018).
- B. NFPA 13 - Standard for the Installation of Sprinkler Systems Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. NFPA 14 - Standard for the Installation of Standpipe and Hose Systems 2019.
- D. NFPA 25 - Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems 2016 (Amended 2017).

PART 2 PRODUCTS**2.01 FIRE SUPPRESSION SYSTEM TYPES**

- A. Use one or more of the following:
 - 1. Wet pipe sprinkler system.
 - 2. Dry pipe sprinkler system.
 - 3. Preaction sprinkler system.
- B. Do not use:
 - 1. Deluge sprinkler system.
 - 2. Non-water extinguishing systems.
 - 3. Standpipe system.
 - 4. Standpipe and hose system.

2.02 FIRE SPRINKLER AND EXTINGUISHING SYSTEM COMPONENTS

- A. Pipe:
 - 1. Use one or more of the following:
 - a. Materials permitted by code.
 - b. Steel pipe with welded joints or grooved joints with seals and couplings.
 - 2. Do not use:
 - a. Copper pipe.
 - b. CPVC pipe.
 - c. PB pipe.
- B. Fittings:
 - 1. Use one or more of the following:

- a. Materials permitted by code.
- b. Steel.
- c. Cast iron.
- 2. Do not use:
 - a. Copper.
 - b. CPVC.
 - c. PB.

2.03 FIRE PROTECTION SPECIALTIES

- A. Fire Protection Specialties: Include the following specialties:
 - 1. Fire Extinguishers: Include the following types:
 - a. Multipurpose Dry Chemical Type Fire Extinguishers: Carbon steel tank, with pressure gauge.
 - 1) Class: A:B:C type.

PART 3 DESIGN CRITERIA

3.01 BASIC FUNCTION

- A. Provide code-required fire suppression regardless of type or coverage specified.
- B. Fire Sprinklers: Types as indicated for specific spaces and areas.
 - 1. Design and construction in accordance with code and NFPA 13.
 - 2. Provide wet pipe sprinkler systems unless otherwise indicated or required by code.
 - 3. General Use (Not Indicated As Another Type): Wet pipe.
 - a. Occupancy: Light Hazard.
 - b. Density/Area: 0.08 gpm per sq ft over 2000 sq ft.
 - 4. Lobby, Bunks, and Day Room:
 - a. System Type: Wet pipe.
 - b. Occupancy: Light Hazard.
 - c. Density/Area: 0.08 gpm per sq ft over 2000 sq ft.
 - 5. Storage:
 - a. System Type: Wet pipe.
 - b. Occupancy: Ordinary (Group 1) Hazard.
 - c. Density/Area: 0.13 gpm per sq ft over 2000 sq ft.
 - 6. Kitchen:
 - a. System Type: Wet pipe.
 - b. Occupancy: Ordinary (Group 1) Hazard.
 - c. Density/Area: 0.13 gpm per sq ft over 2000 sq ft.
 - 7. Mechanical Room:
 - a. System Type: Wet pipe.
 - b. Occupancy: Ordinary (Group 1) Hazard.
 - c. Density/Area: 0.13 gpm per sq ft over 2000 sq ft.
 - 8. Apparatus Bay/Decon:
 - a. System Type: Wet pipe.
 - b. Occupancy: Ordinary (Group 2) Hazard.
 - c. Density/Area: 0.17 gpm per sq ft over 2000 sq ft.
- C. Water Source: Provide water supply as required by NFPA 14.
 - 1. Determine minimum water supply requirements for each sprinkler system using the hydraulic calculation method defined by NFPA 13.
 - 2. Provide water from a public service main.
 - 3. Substantiation:
 - a. Final Design: Water supply for each system on drawings.

- D. Fire Protection Specialties: Provide equipment and fixtures to facilitate manual fire-fighting in accordance with the code and the following:
 - 1. Provide portable fire extinguishers throughout the facility, of the type and size and in the locations required by NFPA 10 and the code.
 - 2. Provide portable fire extinguishers as follows:
 - a. Kitchens: One 10-B:C sodium bicarbonate or potassium bicarbonate extinguisher, conspicuously located along path of exit travel, not more than 10 feet or less than 5 feet from cooking equipment. (locate in cabinetry)
 - 3. Substantiation:
 - a. Final Design: Types, locations, and calculations of travel distances.
- E. Where fire protection elements also must function as elements defined within another element group, meet the requirements of both element groups.
- F. In addition to the requirements of this section, comply with applicable requirements of Section DC 0 - Facility Design Criteria.
- G. Substantiation:
 - 1. Proposal: Description of systems required, sources, input-side capacities, and means of distribution.
 - 2. Final Design: Fire protection zones indicated on drawings, with riser locations identified.
 - 3. Final Design: Engineering calculations showing input- and output-side capacities and loads and sizes of distribution elements.
 - 4. Fi: System equipment locations indicated on drawings, and manufacturer's product data indicating products to be used.
 - 5. Construction Documents: Complete system details.
 - 6. Construction and Closeout: Functional performance testing.

3.02 AMENITY AND COMFORT CRITERIA

- A. Leakage: Provide systems that are leak-free.
- B. Accessibility: Provide clearances around system components for service and use.
 - 1. Provide fire department connections as required by code.
- C. Appearance:
 - 1. Every space: Concealed sprinklers, except as follows:
 - a. Lobby: Sidewall sprinklers.
 - b. Day Room and Kitchen: Upright sprinklers.
 - c. Storage, Mechanical, Laundry, and Apparatus Bays: Upright sprinklers.
 - 2. Provide valves with brass finish.
 - 3. Provide fire department connections with brass finish.

3.03 HEALTH AND SAFETY CRITERIA

- A. Path of Egress: Provide systems which safeguard path of egress.
- B. Fire Source: Provide system materials which do not contribute to the spread of the fire.
- C. Fire Spread: Provide systems which control spread of fire throughout facility.
- D. Sprinkler Head Performance: As required by code and NFPA 13.
- E. Fire Safety: Mount extinguishers in permanent location using mounting fixtures that will inhibit casual removal but allow ready use in case of fire.
- F. Locate extinguishers and cabinets so that means of egress is not impeded, in accordance with code.

3.04 STRUCTURAL CRITERIA

- A. Seismic Design:
 - 1. Provide a sprinkler system which allows movement where differential movement is anticipated.

2. Provide sprinkler system supports capable of supporting twice its installed wet weight.

3.05 DURABILITY CRITERIA

- A. Expected Service Life Span:
 1. Provide a sprinkler system which will be viable for the life of building when maintained as specified in NFPA 25.
 - a. Substantiation:
 - 1) Final Design: Identification of a similar system in use in an existing facility for 3 years and consisting of components from the same manufacturers.
 2. Sprinkler Heads, Valves, and Other Inlet and Outlet Components: Same as building service life.
- B. Corrosion Resistance: Use corrosion resistant materials; ferrous metal is not considered corrosion resistant unless it is hot dipped galvanized, chrome plated, or coated with rust inhibitive paint.
- C. Vandalism: Provide systems which are tamper-resistant.

3.06 OPERATION AND MAINTENANCE CRITERIA

- A. Capacity: As required by code.
- B. Ease of Use: Provide easy access to and working clearances around system components.
- C. Ease of Service:
 1. Spare Sprinkler Heads: Provide additional sprinkler heads as required by code to service the system.
- D. Unauthorized Use: Provide systems which minimize activation and use by unauthorized persons.
- E. Ease of Operation:
 1. For extinguishers intended for the use of occupants other than trained fire brigade members, weight of extinguisher may not exceed 12 pounds.
- F. Ease of Alteration: Locate extinguishers and cabinets so that minor relocation of rooms and spaces normally expected during occupancy do not result in violation of the location requirements of NFPA 10.
- G. Maintenance:
 1. Provide sprinkler system maintenance in accordance with NFPA 25.

END OF SECTION

SECTION DC D5 - ELECTRICAL CRITERIA**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Electrical: Provision and distribution of electrical power to operate every electrically-operated device, including those included under other facility services and those provided separately by the Owner; artificial lighting to illuminate spaces and tasks, both interior and exterior, independent of reliance on natural light; and grounding systems.
- B. Electrical Energy Supply and Generation: Utility power sources, engine-generator systems, battery power systems, uninterruptible power supply systems and unit power conditioners.
 - 1. Electrical Power Source: Existing public utility.
- C. Service and Distribution: Service entrance equipment, distribution equipment, transformers, motor control equipment, service and feeder wiring (conductors and raceways), monitoring, safety and control equipment, and other elements required for a complete functional system.
 - 1. Main Electrical Service: The utility will provide a service transformer to convert its distribution voltage to the building's utilization voltage.
- D. Branch Circuits: Branch circuit wiring and receptacles and other branch circuit wiring systems, comprising the following elements:
 - 1. Branch circuit breakers.
 - 2. Conductors and cable from panelboards to fixtures, wiring devices, and mechanical equipment.
 - 3. Raceways and boxes.
 - 4. Wiring devices, including, but not limited to, receptacles, floor boxes and plates, wall switches, wall dimmers, remote control switching devices, and wall plates.
- E. Interior Lighting: Comprising the following elements:
 - 1. Luminaires for general illumination.
 - 2. Accent lighting.
 - 3. Emergency lighting.
 - 4. Illuminated exit signs.
- F. Exterior Area Lighting : General lighting of exterior spaces including driveways, walkways, and parking areas; comprising exterior luminaires, poles, standards, or other means of mounting the luminaires, power supply, and controls.
- G. Cathodic Protection: Supplementary corrosion prevention using cathodic protection; see Section DC 0 - Facility Design Criteria for elements for which cathodic protection is a permitted measure.

1.02 RELATED REQUIREMENTS

- A. Section DC 0 - Facility Design Criteria: Criteria that apply to every pertinent element of the facility.
- B. Section DC C - Interiors Criteria: Requirements for natural lighting.
- C. Section 01 30 50 - Design Procedures and Substantiation Requirements.

1.03 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
- B. IEEE 142 - IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems 2007, with Errata (2014).
- C. IEEE 241 - IEEE Recommended Practice for Electric Power Systems in Commercial Buildings 1990 (Reaffirmed 1997).

- D. IEEE 493 - IEEE Recommended Practice for the Design of Reliable Industrial and Commercial Power Systems 2007.
- E. IEEE 739 - IEEE Recommended Practice for Energy Management in Industrial and Commercial Facilities 1995.
- F. IEEE 1100 - IEEE Recommended Practice for Powering and Grounding Sensitive Electronic Equipment 2005.
- G. IEEE C57.12.00 - IEEE Standard for General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers 2015.
- H. IES (LH) - Lighting Handbook 2011, with Errata (2015).
- I. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. NFPA 780 - Standard for the Installation of Lightning Protection Systems 2020.

PART 2 PRODUCTS

2.01 UTILITY SERVICE ENTRANCE

- A. Configuration:
 - 1. Pole mounted utility transformer with underground service entrance.

2.02 ELECTRICAL ENERGY GENERATION

- A. Generator Sets:
 - 1. Natural Gas and as indicated on drawings.

2.03 SERVICE AND DISTRIBUTION

- A. Secondary Service and Distribution Feeders:
 - 1. Conduits:
 - a. Use one of the following:
 - 1) Below Grade: PVC conduit.
 - 2) Interior, Exposed: EMT.
 - 3) Interior, Concealed: EMT.
 - 2. Conductors:
 - a. Use one of the following:
 - 1) Copper.
- B. Main Service Equipment:
 - 1. Types of Equipment:
 - a. Use one of the following:
 - 1) Low voltage switchgear.
 - 2) Switchboards.
 - 3) Distribution panels.
 - 2. Main Devices:
 - a. Use one of the following:
 - 1) Molded case circuit breakers.
 - 2) Fused switches.
 - 3. Branch Devices:
 - a. Use one of the following:
 - 1) Circuit breakers.
 - 2) Fused switches.
 - 4. Busbars:
 - a. Use one of the following:
 - 1) Copper.
 - 2) Plated aluminum.
- C. Branch Circuit Panelboards:
 - 1. Busbars:

- a. Use one of the following:
 - 1) Copper.
 - 2) Plated aluminum.
- 2. Circuit Breakers:
 - a. Use one of the following:
 - 1) Molded case circuit breakers.

2.04 BRANCH CIRCUITS

- A. Branch Circuit Wiring:
- B. Receptacle Cover Plates:
 - 1. Use the following:
 - a. Material and Finish: Plastic, off-white.

2.05 LIGHTING

- A. Interior Lighting:
 - 1. Use a combination of the following and according to lighting schedule on plans:
 - a. Direct lighting units.
 - b. General diffuse lighting units.
 - c. Direct-indirect lighting units.
 - d. LED lamps.
- B. Emergency Lighting:
 - 1. Use the following types:
 - a. Self-contained battery-powered lighting units.
- C. Exterior Area Lighting Luminaires:
 - 1. Use one of the following types:
 - a. Direct lighting units.

PART 3 DESIGN CRITERIA

3.01 BASIC FUNCTION

- A. Provide stored or generated electrical power with the appropriate characteristics to operate every electrically operated device, including those in specified in other criteria.
 - 1. Capacity: Calculated in accordance with NFPA 70.
 - 2. General Receptacle System Voltage: 120 volts/3-phase/60 Hz.
 - a. Provide 208 volt/ 3 -phase/ 60 Hz receptacles in the following locations:
 - 1) Laundry and Decon.
 - 3. Service Transformers: As required to serve connected load plus 10 percent spare capacity.
 - a. Kilovoltampere (kVA) Rating: Provide transformers with preferred ratings according to IEEE C57.12.00.
 - b. Secondary Voltage: 208Y/120 V.
 - c. Connection Method: Coordinate with local utility for connection method.
 - 4. Branch Circuit Panelboards: As required to serve building circuits plus 10 percent spare capacity.
- B. Emergency Power: Provide emergency power as required by code including the following:
 - 1. Exit Lights, Signs, and Egress Lighting: Duration as required by code.
 - 2. Fire Detection and Alarm System: Duration as required by code.
- C. Standby Power: Provide standby power as required by code including the following:
 - 1. Standby Generator:
 - a. Electrical Characteristics: 208 volts/ 3 phase/ 60 Hz.

- b. Generator Fuel Supply: Natural gas.
- D. Distribution: Distribute electric power for equipment circuits, lighting circuits, receptacle circuits, and electrical utilization devices.
 - 1. Branch Circuits: Provide adequate electrical power and safe and efficient distribution from panelboards to lighting, wiring devices, equipment, and appliances, based on the project program, requirements of other sections, and as follows:
- E. Lighting: Provide artificial means of lighting interior and exterior spaces.
 - 1. Interior Lighting: Provide artificial lighting for interior spaces that is adequate in quality and distribution for the performance of tasks typical for the type of space and the characteristics of the intended population, regardless of the availability of natural light.
 - 2. Exterior Lighting: Provide artificial lighting for exterior spaces, as required by the project program, that is adequate in quantity, quality, and distribution for the performance of tasks typical for the type of outdoor space and the characteristics of the intended user population.
- F. Grounding: Provide grounding systems that:
 - 1. Provide protection from lightning strikes; scope and design of protection as defined in Section DC 0 - Facility Design Criteria.
 - 2. Comply with applicable recommendations of IEEE 142 and IEEE 1100.
- G. Where electrical elements also must function as elements defined within another element group, meet the requirements of both element groups.
- H. In addition to the requirements of this section, comply with applicable requirements of Section DC 0 - Facility Design Criteria - Facility Design Criteria.
- I. Substantiation:
 - 1. Proposal: Description of systems required, sources, input-side capacities, identification of service voltages and amperage, means of distribution, and major equipment.
 - 2. Final Design: Single-line diagrams, showing feeder and equipment sizes; engineering calculations showing input- and output-side capacities and loads and sizes of distribution elements; required electrical room sizes.
 - 3. Construction Documents: Complete system details, riser diagrams, equipment characteristics, and calculations.
 - 4. Construction: Continuity test of wiring systems prior to functional performance testing.
 - 5. Construction and Closeout: Functional performance testing.

3.02 AMENITY AND COMFORT CRITERIA

- A. Accessibility: Comply with ADA Standards for Accessible Design.
- B. Artificial Light Levels: Provide maintained ambient illuminance values for various activities based on the primary visual tasks to be accommodated and that are within the ranges specified in IES (LH)
- C. Artificial Light Quality: Provide luminous environment in each space that is designed to complement the functions and the character of the space.
 - 1. Interior Lighting:
 - a. Distribution: In keeping with geometry of space and location of visual tasks.
- D. Sound and Noise:
 - 1. Provide generator enclosures of the sound attenuated type.
- E. Appearance:
 - 1. Location of Service Transformer: pole mounted, coordinate exact location with local utility.

2. Do not locate switchboards, transformers, and panelboards in corridors, lobbies, or public spaces.
3. Character of Lighting Fixtures: Coordinated with architecture and other building systems and appropriate to finish level.
4. Provide emergency lights which appear to be normal space luminaires.
5. Provide exterior area lighting that is compatible with overall project appearance and coordinated with site layout and building organization.
 - a. Luminaire Design:
 - 1) Material and finish of housing compatible with mounting.

3.03 HEALTH AND SAFETY CRITERIA

- A. Fire Hazard:
 1. Locate electrical energy generation equipment away from flammable materials.
 - a. Generators and Fuel Supplies: Located out-of-doors.
 2. Provide branch circuit elements in compliance with code and that are UL listed or labeled.
- B. Lightning Hazard: See Section DC 0 - Facility Design Criteria for portions of the project that must be protected and coordinate protection elements with other built elements.
- C. Electrical Hazards: Design in accordance with NFPA standards that apply to the occupancy, application, and design.
 1. Control access to spaces housing electrical components and allow access only by qualified personnel.
 2. Provide electrical distribution equipment with locking cabinets, doors, and panels when it is located in public areas.
 3. Comply with NFPA 70 requirements for hazardous locations applications.
- D. Hazardous Locations: Comply with requirements of NFPA 70 chapter on Hazardous (Classified) Locations, in the following areas:
 1. Flammable gas storage.
 2. Flammable liquid storage.
- E. Accidental Explosion: Ventilate electrical energy generation equipment to prevent the build-up of explosive gases.
- F. Intrusion: Protect electrical energy generation and service and distribution equipment from unauthorized access.

3.04 STRUCTURAL CRITERIA

- A. Seismic Design:
 1. Provide electrical energy generation elements with flexible joints where differential movement is anticipated.
 2. Provide electrical energy generation equipment supports capable of supporting twice equipment's normal weight.
 3. Provide service and distribution elements with the ability to move where differential movement is anticipated.

3.05 DURABILITY CRITERIA

- A. Expected Service Life Span:
 1. Electrical:
 - a. Power Distribution Equipment: Same as building service life.
 - b. Power Generation Equipment: Minimum 20 years.
 - c. Every Component of Life Safety-Related Systems: Minimum 20 years.
 - d. Control Components, Except Wiring: Minimum 10 years.

3.06 OPERATION AND MAINTENANCE CRITERIA

- A. Energy Efficiency:
 1. Comply with requirements of IEEE 739.

2. Interior Lighting Controls: Provide level of control of lighting appropriate to type of space and Owner's requirements for energy conservation.
 3. Exterior Area Lighting Controls: Provide level of control of lighting appropriate to type of are and Owner's requirements for energy conservation.
- B. Ease of Use:
1. Configuration: Design wiring and protective devices so that outages caused by local overloads do not affect unrelated areas or systems.
 2. Provide main busway centrally located to minimize branch wiring runs.

END OF SECTION

July 27, 2023

SECTION 00 41 00 - BID FORM**THE PROJECT AND THE PARTIES****1.01 TO:**

- A. City of Palatka (Owner)
201 N 2nd Street
Palatka, FL 32177

1.02 FOR:

- A. Palatka Public Works
7220 PRC WAY
Palatka, Florida 32177
- B. Project Number: 20213160.0001

1.03 DATE: 9/11/23 (BIDDER TO ENTER DATE)**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

- A. Bidder's Full Name Scherer Construction of North Fla, LLC
1. Address 2926 Edison Ave
 2. City, State, Zip Jacksonville, FL 32254

1.05 OFFER

- A. Pursuant to, and in compliance with your Invitation to Bidders and the Information to Bidders relative thereto and all of the Contract Documents, including any Addenda issued by the Owner's Representative and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we,
Scherer Construction of North Fla, LLC

hereby propose to furnish all plant, labor, supplies, materials and equipment incidental to the **WORK** as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled Palatka Public Works all to the satisfaction and approval of the Owner's Representative and the Owner in accordance with the terms and conditions of the Contract Documents for the following sum:

BASE BID (PRICE FOR DESIGN ONLY, CONSTRUCTION COST TO BE DETERMINED AFTER FINAL DESIGN):

one hundred sixty thousand, nine hundred and twenty

dollars

(\$ 160,920.00), in lawful money of the United States of America.

1.06 BIDDERS BID SUBMISSION CHECKLIST:

- ☐ The lump sum Bid price shall include all costs for all design, geotechnical surveys, architectural services, engineering services, and all other work necessary to fully and timely complete the final design of the Project in accordance with the Contract Documents, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. (Construction costs will be determined as part of an amendment to the contract following completion of final design)
- ☐ We have included the required security Bid Bond as required by the Instruction to Bidders, in the amount of 5% of the base bid.
- ☐ All applicable federal taxes are included and State of Florida taxes are included in the Bid Sum.
- ☐ Bidder Read and Understands Advertisement and Requirements.
- ☐ Site Visit Performed by Bidder.
- ☐ Bidder is licensed to do work in Florida.

July 27, 2023

- ☐ Bid forms completed and calculated correctly.
- ☐ Bidder Read and Understands included Florida Public Records Law.

1.07 ACCEPTANCE

- A. This offer shall be open to acceptance for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.08 CONTRACT TIME

- A. If this Bid is accepted, we will:
 - 1. Complete the Work by the 12th day of Jan, 2024 (Bidder to enter day, month, and year. Date given reflects bidders expected date for Substantial Completion.)

1.09 CHANGES TO THE WORK

- A. When Owner's Representative establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions.
 - 1. 15 percent overhead and profit on the net cost of our own Work;
 - 2. 12 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Owner's Representative-approved net cost plus 0 of the overhead and profit percentage noted above.

1.10 ADDENDA

- A. Any addenda issued by the Architect to the undersigned prior to the Bid opening date shall become part of the Contract Documents.
- B. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # 1 Dated 8/15/2023.
 - 2. Addendum # 2 Dated 8/28/2023.
 - 3. Addendum # Dated .
 - 4. Addendum # Dated .

1.11 BIDDER (TYPE OF BUSINESS)

- A. The undersigned hereby represents that it is a corporation (Corporation, Partnership or Individual). If a Corporation, then the undersigned further represents that it is duly qualified as a Corporation under the laws and Statutes of the State of Florida and it is authorized to do business in this State.
- B. The following is the name and address of the person to whom all notices required in connection with this Proposal may be telephoned, mailed or delivered.

Josh Dixon, Exec Vice President
 (Name of Contact Person)
904-288-6060
 (Telephone)
joshdixon@scherernfl.com

July 27, 2023

(Email)

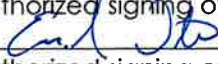
1.12 BID FORM SIGNATURE(S)

Scherer Construction of North Fla, LLC

(Bidder - print the full name of your firm)

Erik Otte, President

(Authorized signing officer - Print Name and Title)



(Authorized signing officer - Signature)

Date: 9/11/2023

END OF SECTION



BID BONDS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

Scherer Construction of North Florida, LLC as Principal, and _____

Berkley Insurance Company as Surety, are hereby held and firmly bound

unto The City of Palatka, FL as owner in the penal sum

of *** FIVE PERCENT OF AMOUNT BID *** (5% of Bid) for the payment of

which, well and truly to be made, we hereby jointly and severally bind ourselves, our

heirs, executors, administrators, successors and assigns.

Signed, this 12th day of September, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Palatka a certain Bid, attached hereto and hereby made apart

hereof to enter into a contract in writing for the:

Invitation to Bid (ITB #2023-13), Palatka Public Works Facility Design-Build, Located at 7220 PRC

Way, City of Palatka (Putnam County), Florida 32177

NOW, THEREFORE,

(A) If said Bid shall be rejected, or in the alternate,

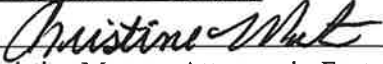
(B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Scherer Construction of North Florida, LLC (L. S.)

SEAL

By: Berkley Insurance Company

Christine Morton, Attorney-in-Fact &
FL Licensed Resident Agent
Inquiries: (407) 834-0022

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Bryce R. Guignard; April L. Lively; Margie L. Morris; Jennifer L. Hindley; Christine Morton; Deborah Ann Defoe; Kelly Phelan; Allyson Wing; David Turcios; or Wesley Matthew Adcock of Guignard Company of Longwood, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of December, 2022.

Attest:

(Seal)

By

Ira S. Lederman

Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 13th day of December, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RINDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rindracken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12th day of September, 2023.

(Seal)

Vincent P. Forte
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

CERTIFICATION BY BIDDER

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ☒ No ☐
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ☐ No ☒
3. Bidder has filed all compliance reports due under applicable instructions. Yes ☒ No ☐
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended? Yes ☐ No ☒

Erik Otte	President
NAME AND TITLE OF SIGNER (Please type):	
	9/8/2023
SIGNATURE	DATE

Form 950.1

CERTIFICATION OF BIDDER REGARDING SECTION 3

<u>Scherer Construction of North Fla, LLC</u>	<u>Design Build Palatka Public Works Facility</u>
<u>Name of Prime Contractor</u>	<u>ITB #2023-13</u>
	<u>Project Name & Number</u>

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

<u>Erik Otte</u>	<u>President</u>
<u>Name of Signer</u>	<u>Title of Signer</u>
	<u>9/8/2023</u>
<u>Signature</u>	<u>Date</u>

Form 950.2

CONTRACTOR

Section 3 Plan Format

Scherer Construction of North Fla, LLC agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Palatka.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, HomeTown Plan or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

*E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

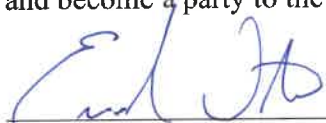
* Loans, grants, contracts, and subsidies for less than \$10.000 will be exempt.

J. To list on Table A, information related to subcontracts to be awarded.

K. To list on table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of Scherer Construction of North Fla, LLC
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan,
and become a party to the full implementation of this program.



Signature

President

Title

9/8/2023

Date

Signature

Title

Date

TABLE A.

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING _____ 20__ THROUGH _____ 20__.

(DURATION OF THE CDBG-ASSISTED PROJECT)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PRO- FESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPRO- XIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS AREA BUSINESSES*	ESTIMATED DOLLAR AMT PROJECT AREA
Upon design and project bidding, we will provide a subcontractor list.				

*The Project Area is coextensive with the physical boundaries of the City of Palatka, Florida

Scherer Construction of North Fla, LLC
Company

Palatka Public Works Facility
Project Name

ITB #2023-13
Project Number

EEO Officer (Signature)

Date

Form 1422

TABLE B

Column 1 Job Category	Column 2 Total Estimated Positions	Column 3 # Positions Currently Occupied By Permanent Employees	Column 4 # Positions Not Currently Occupied	Column 5 # Positions To Be Filled With L.I.P.A.R.*
Officers Supervisors	3			
Professionals				
Technicians				
Housing/Sales Rental/Mgmt	Upon design and project bidding, we will provide a detailed list of workforce required to complete all phases of this project.			
Office Clerical				
Service Workers				
Others				

TRADES:

Journeyman				
Helpers				
Apprentices				
Maximum # Trainees				
Others				
Totals				

*Lower Income Project Areas Residents:

Individuals residing within the City of Palatka whose family income does not exceed 80% of the median income in the State.

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

NAME OF SUB CONTRACTOR

PROJECT NAME & NUMBER

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

NAME & TITLE OF Signer (Print or Type):

Signature

Date

There are no subcontractors to report at this time. Upon design and project bidding, Scherer Construction will provide a subcontractor list and be sure all associated paperwork is distributed and filled out.

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

There are no subcontractors to report at this time. Upon design and project bidding, Scherer Construction will provide a subcontractor list and be sure all associated paperwork is distributed and filled out.

NAME OF CONTRACTOR

PROJECT NUMBER

INSTRUCTIONS

This certification is required pursuant to executive Order 11246 (30 F. R.12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTORS CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include Zip Code)

1. Bidder has participated in previous contract subject to the Equal Opportunity Clause.

Yes ☐ No ☐

2. Compliance reports were required to be filed in connection with such contract or subcontractor.

Yes ☐ No ☐

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes ☐ No ☐

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes ☐ No ☐

NAME AND TITLE OR SIGNER (Please type):

SIGNATURE

DATE

CONTRACTOR' CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To: (Appropriate Recipient)

DATE: 9/11/2023

PROJECT NUMBER (if any)

Palatka Public Works Facility

PROJECT NAME

There are no subcontractors to report at this time.
Upon design and project bidding, Scherer
Construction will provide a subcontractor list and be
sure all associated paperwork is distributed and filled
out.

1. The undersigned, having executed a contract with _____

(or the construction of the above identified
project), acknowledges that

- (a) The Labor Standards provisions are included in the aforesaid contract:
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility:

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U. S. C. 276a-2(a))
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:
- (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE
STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (if name, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classification of all other building construction contractors in which the undersigned has a substantial interest are: (if name, so state)

NAME	ADDRESS	NATURE OF INTEREST

Contractor

Date _____

WARNING

U.S. Criminal Code Section 1010, Title 18, U.S.C., provides in part: "Whoever,.....makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

SUBCONTRACTOR CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To: City of Palatka

DATE: _____

PROJECT NUMBER: _____

PROJECT NAME: _____

1. The undersigned, having executed a contract with _____
_____ (or the construction of the above identified project), acknowledges that

- (a) The Labor Standards provisions are included in the aforesaid contract:
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility:

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U. S. C. 276a-2(a))
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:
- (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE
STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (if name, so state)

NAME	ADDRESS	NATURE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

(e) The names, addresses and trade classification of all other building construction contractors in which the undersigned has a substantial interest are: (if name, so state)

NAME	ADDRESS	NATURE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contractor

Date _____

WARNING

U.S. Criminal Code Section 1010, Title 18, U.S.C., provides in part: "Whoever,.....makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

Bidder's Experience List

The following are contracts similar in scope to this project which the Contractor has performed within the past five (5) years:

~~General RV Service Center, Clay Electric Cooperative Headquarters, Tech City, Alachua County Sports Complex and Eclipse Aviation Maintenance Facility. See attached project examples provided in ITB submission for details.~~

Subcontractors List

The following are Subcontractors to be employed by the Contractor:

Name	Description of Work
------	---------------------

There are no subcontractors to report at this time. Upon design and project bidding, Scherer Construction will provide a subcontractor list and be sure all associated paperwork is distributed and filled out.	
--	--

Manufacturers List

The following are Manufacturers of materials and equipment to be utilized by the Contractor:

Name	Description of Materials and Equipment
------	--

CONTACT SHEET

Name: Josh Dixon, Scherer Construction of North Fla, LLC

Federal Taxpayer ID: 59-3548410

Mailing Address: 2926 Edison Ave

City, State, & Zip Code: Jacksonville, FL 32254

Telephone: 904-288-6060

Fax:

Cell Phone: 904-239-0273

Email: joshdixon@scherernfl.com

Submitted By: Michelle Vickers

Title: Relationship Manager

Vendor Accepts Credit Cards*: **Yes** **No (Please Circle)**

Accounting Contact: Scherer Construction of North FL

Name: Lisa Bruno **Title:** Controller

Email Address: lisabruno@scherernfl.com **Phone:** 352-371-1417

***See preferred method of payment under "Prompt Payment Act" section of the Information to Bidders**

**CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION
287.133(3)(A), ON PUBLIC ENTITY CRIMES**

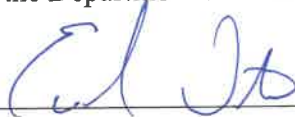
**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for _____
Design-Build Palatka Public Works Facility.
2. This sworn statement is submitted by (entity) Scherer Construction of North Fla, LLC whose business address is 2926 Edison Ave, Jacksonville, FL 32254 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3548410 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Erik Otte and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime.
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding thirty six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature

9/8/2023

Date:

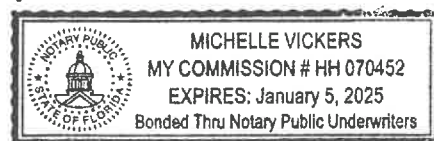
STATE OF FLORIDA
COUNTY OF Alachua

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8 day of September, 2023, and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires:



DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

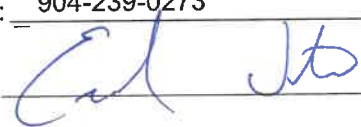
As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Scherer Construction of North Fla, LLC

CITY: Jacksonville STATE: FL ZIP CODE: 32254

TELEPHONE NUMBER(S): 904-288-6060

CELL PHONE: 904-239-0273 EMAIL: joshdixon@schernerfl.com

SIGNATURE: 

NAME (TYPED OR PRINTED): Erik Otte

TITLE: President

E-VERIFY STATEMENT

Bid/Proposal/RFP Number: ITB 2023-13

Project Description: Design Build Palatka Public Works Facility

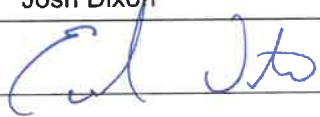
Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida.
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Scherer Construction of North Fla, LLC

Contact Name (Print): Josh Dixon

Authorized Signature:  _____

Title: President

Date: 9/8/2023

RESPONDENT'S CERTIFICATION

I have carefully examined the Invitation to Bid (ITB), the other related documents identified in the ITB, and the following Addenda, receipt of all which is hereby acknowledged:

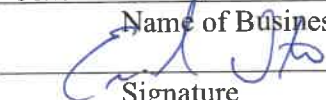
<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>8/15/2023</u>
<u>2</u>	<u>8/28/2023</u>
<u> </u>	<u> </u>

1. I hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my bid will remain firm for a period of 120 days in order to allow the City adequate time to evaluate the bids.
2. I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.
4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Palatka or any other proposer is interested in said bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Scherer Construction of North Fla, LLC

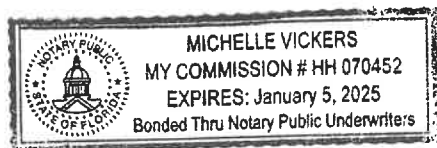
Name of Business


Signature

Date 9/8/2023

STATE OF FLORIDA
COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me by means of [☒] physical presence or [☐] online
notarization, this 8 day of September 2023, by Erik Otte.



Michelle Vickers
(NOTARY SEAL) (Signature of Notary Public-State of Florida)
(Name of Notary Typed, Printed, or Stamped)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

CERTIFICATION AS TO CORPORATE PRINCIPAL

I, Erik Otte, certify that I am the President

_____, Secretary of the Corporation named as Principal in the within bond;

that Berkly Insurance, who signed the said bond on behalf of the Principal was then

responsible of said corporation; that I know his/her signature, and his/her signature

thereto is genuine; and that said bond as dully signed, sealed, and attested to for and in behalf of

said corporation by authority of this governing body.

(Corporate)

(Seal)

Title: PRESIDENT

Power of Attorney for person signing for surety company must be attached to bid.



Notice to Proceed (Exhibit B)

TO: SCHERER CONSTRUCTION OF NORTH FLA, LLC

FROM: City of Palatka

DATE: 12-21-23

ITB 2023-13 City of Palatka - Design Build Palatka Public Works Facility was awarded to SCHERER CONSTRUCTION OF NORTH FLA, LLC, in the amount of \$160,920.00. The contractor is hereby notified to commence work set forth in the contract on or after 12-21-23.

All work is to be done in accordance with plans, specifications and conditions provided in the contract.

The design portion of the project must be fully complete within 120 consecutive calendar days after the date of this notice. The date of completion of all work is, therefore, April 19, 2024.

Please acknowledge receipt of this Notice by signing the space below and returning a copy to the City of Palatka.

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by _____, this _____ day of _____, 2023

BY: _____

TITLE: _____

AUTHORIZING THE EXECUTION OF A BUDGET AMENDMENT FOR FISCAL YEAR 2024-2025 TO CARRY FORWARD APPROPRIATIONS PREVIOUSLY AUTHORIZED UNDER RESOLUTION 2024-R-77

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Staff is requesting approval of Resolution 2025-R-97 to amend the Fiscal Year 2024-2025 budget by carrying forward unexpended appropriations previously approved under Resolution 2024-R-77 (adopted April 11, 2024), which were not carried forward at the start of the current fiscal year.

BACKGROUND

On April 11, 2024, the City Commission adopted Resolution 2024-R-77, authorizing a budget amendment for Fiscal Year 2023-2024 to fund specific project(s). However, due to administrative oversight, the authorized funds were not carried forward into the Fiscal Year 2024-2025 budget.

As a result, the projects associated with these funds remain incomplete or cannot proceed until the appropriations are formally reauthorized in the current fiscal year's budget.

PROJECT ANALYSIS

Amending the FY 2024-2025 budget to carry forward the previously approved appropriations will ensure that project funding aligns with Commission intent and supports the timely continuation and completion of identified project(s).

This resolution authorizes the City Manager, Finance Director, or their designee to execute the budget amendment and take necessary administrative actions to ensure proper accounting, transparency, and reporting compliance.

There is no request for new funding at this time; this action simply reestablishes the previously approved appropriations.

Staff Recommendation

Approve Resolution 2025-R-97 authorizing the carryforward of FY 2023-2024 appropriations into the FY 2024-2025 budget.

ATTACHMENTS

1.	7-24-25 Budget Amendment Memorial Bridge Res 97
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RESOLUTION NO. 2025-R-97

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF A BUDGET AMENDMENT FOR
FISCAL YEAR 2024-2025 TO CARRY FORWARD APPROPRIATIONS
PREVIOUSLY AUTHORIZED UNDER RESOLUTION 2024-R-77; AND
PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, on April 11, 2024, the City Commission of the City of Palatka, Florida adopted Resolution 2024-R-77, authorizing a budget amendment for Fiscal Year 2023-2024; and;

WHEREAS, the budget amendment authorized under Resolution 2024-R-77 was not carried forward into the current fiscal year; and

WHEREAS, it is necessary to amend the Fiscal Year 2024-2025 budget to reauthorize the unexpended funds previously approved, in order to ensure the continuation and completion of the associated project(s); and

WHEREAS, the City Commission desires to formally recognize and appropriate these funds within the Fiscal Year 2024-2025 operating budget.

NOW THEREFORE, be it resolved as follows:

1. The City Commission hereby authorizes a budget amendment to the Fiscal Year 2024-2025 budget to carry forward the appropriations and project funding previously approved under Resolution 2024-R-77.
2. The City Manager, Finance Director, or their designer, is hereby authorized to take all necessary actions to effectuate this amendment and ensure proper accounting and reporting.
3. This Resolution shall become effective immediately upon its adoption.
4. Scrivener's errors in this Resolution may be corrected by the City Attorney or City Clerk without further Commission action.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 24th day of July 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ADOPT RESOLUTION 2025-R-93 Annual public hearing and annual consideration of non-ad valorem assessments to partially fund the cost of continual readiness and availability of fire protection services

This is a public hearing item. This is a request to approve the necessary annual assessment resolution, adopting the non-ad valorem assessment roll for the Fire Service Assessment; after the City Commission listens to public comment at the annual public hearing.

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

This is a public hearing item. This is a request to approve the necessary annual assessment resolution, adopting the non-ad valorem assessment roll for the Fire Service Assessment; after the City Commission listens to public comment at the annual public hearing.

BACKGROUND

This Resolution will be adopted pursuant to City Ordinance No. 15-14 (the "Assessment Ordinance"), City Resolution No. 2015-11-19 (as amended, supplemented and confirmed from time to time, the "Initial Annual Assessment Resolution"), sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

As coordinated with the City management and the City Commission, notice of the public hearing to consider the proposed assessment rates has been timely published for the July 24, 2025, regular City Commission meeting. The rates of assessment being used for this hearing are the maximum rates available for the current fiscal year (FY 2025-26) in the amount of \$125.00 per tax parcel (Tier 2) with the remaining additional amount funded by the same rate as last year based on relative value of improvement for each Tax Parcel (for more variable costs) and is \$2.46 per thousand dollars of improvements, or fraction thereof, for each Tax Parcel as reflected in the Tax Roll (Tier 1); this is based upon the estimate that such rates will generate net revenue of approximately \$2,292,138 (this net amount will be updated before certification to the local tax collector in September). The overall budgetary impact of this Annual Assessment Resolution is material and substantial. As a general rule, every dollar of fire department costs not assessed will consume a concomitant dollar of general revenue from the City's property tax proceeds or cause a reduction in level of service.

An abbreviated Executive Summary or evidentiary report has been provided before the public hearing and is substantially similar to that of previous years. This agenda item carries out general City Commission multiple-year fiscal stewardship goals of stabilizing the City property tax rate, initially and continually working to build up depleted City reserves, and sharing constant costs of fire protection availability more broadly and more equitably. At the continuing direction of the City Commission, staff will continue an annual internal review on how to better keep up with rising costs, the value of purchasing power, and better accomplishing the fiscal stewardship goals this autumn and winter. With the exception of the nominal reduction last year, proposed rates are the same from 2015 through FY 2024-25.

Anticipated assessment collections have efficiently occurred as budgeted. Using the same rates for many years, and the same exemptions, does have consequences; and this circumstance and others have been and will be revisited for institutional properties like churches and the housing authority again for the next budget year. Staff continues to work to reconcile any equitable discrepancies and means to generate more revenues for the City. The collection on the same bill as taxes continues to work smoothly, and the assessments are being collected through the Tax Collector's office per general law. The Property Appraiser's office still declines to include extraordinary notice of these non-ad valorem assessments on the annual TRIM notice. This is the Property Appraiser's option under general law. City staff will continue to inquire each spring.

Very few hardship applicants have participated or attempted to qualify. Going forward, hardship determinations continue to be available to constituents and for the City to implement until property taxes go delinquent each year. The City's website has been updated and the interactive Quick-Search engine also shows amounts to be due for every tax parcel. This information can always be accessed by a smart phone or reprinted from any computer via the internet.

PROJECT ANALYSIS

Budget Impact

It is important to note that if the City Commission were not to adopt the Fire Service Assessment, it is estimated the City Commission would need to raise its property tax millage rate Approximately 3.2 mils from 6.4 mils to 9.6 mils to fund the City's fire department, or otherwise severely cut money from its overall budget. Revenue certainty associated with the Fire Services Assessment will greatly assist staff in finalizing the overall budget work and be reflected in the FY 2025-26 Budget.

Staff Recommendation

Consider a brief presentation by our special counsel as a part of the public hearing; listen to any comments, close the hearing and allow for your counsel to address any clarifications, if necessary. Then deliberate. It is recommended the City Commission approve and adopt the Annual Assessment Resolution for the Fire Service Assessment.

ATTACHMENTS

1.	(Palatka) Annual Summary Memo Report FY 2025-26 6
2.	(Palatka) Annual Assessment Resolution FY 2025-26 Res-93

Date: July 16, 2025

To: Mayor and City Commission Members
City of Palatka, Florida

From: Erin A. Pomeroy, Ennead, LLC

Re: 2025-26 Annual Summary Memorandum
Fire Budget and Assessment Review
City of Palatka, Florida

This is an Annual Summary Memorandum (the "Memorandum"), which among other things, summarizes a budget analysis, describes a simplified apportionment method and provides a funding (amount) scenario for decision-making purposes. This information then necessarily will allow for the resultant determination of the proposed assessment for any specific tax parcel, whether developed or undeveloped, in the entire community. This Memorandum also incorporates and references the Executive Summary Report, titled "Overview of Simplified Fire Protection Assessment Apportionment Strategy," which was submitted to the City of Palatka in 2015.

INTRODUCTION

The City of Palatka in Putnam County adopted a special assessment in August of 2015 to defray at least some part of the annual operating and capital costs associated with the Palatka Fire Department (PFD). Special assessments comprise a levy made against certain real property to recover all or part of the cost of a specific service or capital improvement deemed to benefit those real properties.

When the assessment program was adopted, it was understood the reasoning and the use of the simplified funding strategy and apportionment methodology (sometimes called "Simplified Fire"TM) underlying the program could remain unaltered or *evergreen*. Then each year the Simplified Fire methodology would be applied to other statutorily standardized and publicly maintained data certified to the Department of Revenue. This creates a sturdy, verifiable and self-correcting process year after year. We have reviewed emerging or preliminary budget data provided by the Finance Director. It is understood, however, that in the future, assessment rates or practices, the annual budget and conditions attributed to each tax parcel might change from year to year.

In brief, the methodology for calculating the assessment in Palatka stems from a series of considerations associated with the relative value of all improvements in the City, the number of tax parcels in the City subject to the assessment, and an allocation of the anticipated fire department budget reflecting two defined tiers of costs. As described in GAI Consultants, Inc. detailed report in 2015, the costs allocated to Tier 1 are those which are largely, but not exclusively, variable and indeterminate. The costs allocated to Tier 2 are largely recurring based on an expected staffing level necessary to maintain a certain standard of departmental readiness or preparedness. These latter costs are primarily labor costs and largely, but not altogether, fixed. The combination of both tiers in the adopted assessment program has logical and identified relationships to the benefits, burdens and costs associated with availability of service to the affected tax parcels, creating a strong, rational, and proportionate funding vehicle that can be further linked to, or supplemented by, other legally available resources.

This Memorandum comments on relevant legislation or case law associated with assessments generally, summarizes findings associated with a review of the anticipated fire department budget for FY 2025-26, and provides parameters

for the upcoming assessment, assuring the methodology and procedures developed in the original Simplified Fire analysis and previously implemented by the City are maintained.

LEGAL CONTEXT

Special Assessments in General, Florida Law. Special assessments are a dedicated revenue source available to general purpose local governments to fund capital improvements or essential services. While discussion of the law governing special assessments included herein should not be construed as a legal opinion, there are legal guidelines to draw upon in laying out an assessment methodology which conforms to accepted principles and practices necessary to achieve legal validity. As established by Florida case law, two requirements exist for the imposition of a valid special assessment.

The property assessed must derive a *special benefit* from the improvement or service provided; and

▶ The assessment must be *fairly and reasonably apportioned* among the properties receiving the special benefit.

Under both Florida's case law and certain statutory components, it is well settled that the benefit required for a valid special assessment may be measured or benchmarked against something other than simply an increase in real property market value. The concept of benefit also includes the relief of a burden or demand created by property as well as added use and enjoyment of the real property. The benefits, then, can be conceptual, but they must be capable of being evaluated by some metric and being apportioned in some reasonable manner. It is not necessary that the benefits be direct or immediate, but they must be substantial, certain, and capable of being realized within a reasonable time.

The benefits must be distinguishable or different from those of non-assessed properties but they may coincidentally extend to non-assessed properties. Specifically, Florida's case law, as well as its statutory regime relating to special assessments, supports substantial latitude both in the means by which *benefit to or relief of burden created by* real property is identified and determined and the subsequent manner by which an assessment itself is *calculated or apportioned*. Though Florida law requires that special assessments funding improvements or services must be fairly and reasonably apportioned, the State's Supreme Court has held that the method of apportionment is immaterial and may vary provided the amount of the assessment for each property does not exceed the proportional benefits it receives compared to other properties.

Judicial Approval of Simplified Fire in the City of Palatka. Mr. Lawson and Mr. Holmes (then City Attorney) took the City through a judicial validation procedure in 2015 which involved the City's Simplified Fire apportionment approach, and the City Commission proceeded only to collections once it had obtained a favorable ruling from the Circuit Court without appeal. On September 10, 2015, the Circuit Court in and for Putnam County validated proposed revenue bonds based on the imposition of fire protection assessments using the Simplified Fire method made available for the City's use and detailed in the original GAI report. This validation entailed a detailed and well-reasoned judicial approval of the assessments and the Simplified Fire apportionment methodology associated with them. The validation serves the function of, among other things, providing finality to the legality of the City's chosen assessment regime. This same Simplified Fire approach is the subject of this Memorandum.

The Fire Service Assessments, by law, are imposed by the City Commission, not the Property Appraiser or Tax Collector. Florida case law clearly provides that any collection activity of the Property Appraiser or Tax Collector provided for as a result of the City Commission imposing the Fire Service Assessments under the provisions of the City's Ordinance or Annual Assessment Resolution shall be construed solely as ministerial.

The Final Judgment expressly provides that "[t]he Fire Service Assessments are not imposed by the Putnam County Property Appraiser or the Putnam County Tax Collector. The statutory duties of the property appraiser and the tax collector are unaffected by the City's use of information produced by such entities. Any duties of the property appraiser or the tax collector in regards to the collection of the Fire Service Assessments under section 197.3632

[Florida Statutes,] are wholly ministerial and the property appraiser and the tax collector are without any discretion with regard to the collection of Fire Service Assessments on the tax notice once the City elects to use this method and complies with the requirements of the statute.” This Memorandum features one in many actions of careful compliance with the Assessment Ordinance and all general law provisions.

OVERVIEW OF SIMPLIFIED FIRE APPORTIONMENT METHOD, RECENT DEVELOPMENTS

That local governments are afforded great latitude under Florida law with respect to legislative determinations concerning special benefit and reasonable apportionment is well settled law. No single apportionment methodology has emerged as preferable in the governing case law for a given service or improvement. So long as the apportionment is reasonable and not arbitrary, the assessment is generally capable of withstanding legal challenge.

The reasoned Simplified Fire assessment methodology described in this memorandum has been expressly focused upon and judicially validated in circuit court in Hernando County (Brooksville), Pinellas County (St. Petersburg), Bay County (Springfield, Panama City, and Panama City Beach), Putnam County (Palatka), Lee County (Lehigh Acres Fire Control and Rescue District), and Polk County (Haines City) by Mr. Lawson. The concept has been subjected to a challenge and upheld by the Florida Supreme Court. The Florida Supreme Court has also expressly confirmed the use of the two-tiered approach and legal construct (relative improvement value and per tax parcel upon which Simplified Fire is premised). In *Morris v. City of Cape Coral*, 163 So. 3d 1174 (Fla. 2015), the Supreme Court addressed a line of reasoning from prior cases, reiterating that the determination of whether a special assessment confers a special benefit on property is not based on whether the benefit is “unique” to that property, but instead whether there is a logical relationship between the assessment on a property and the benefit conferred upon that property. Decisions that seemed to indicate the contrary, including *St. Lucie County-Ft. Pierce Fire Prevention & Control District v. Higgs*, 141 So. 2d 744 (Fla. 1962), turned solely on invalid apportionment, not on inadequate benefit to property. This argument is similar to that made by the City of Haines City and the City of Springfield in their validations and in an amicus curiae brief filed in *Morris* by Haines City and Springfield (the “Municipalities”).

The Municipalities filed an amicus brief because the Cape Coral methodology in *Morris* had been taken, almost verbatim in some instances, from the methodology in reports and work previously delivered to Haines City and Springfield and had been represented by Cape Coral in the circuit court as almost identical work and approach provided to other cities by Mr. Lawson, GAI (formerly RERC) and Ennead LLC. In fact, Cape Coral’s expert testified at the trial level hearing that the methodology of the four cities where Mr. Lawson, GAI and Ennead LLC had previously developed each of those programs (including Brooksville and St. Petersburg alongside Springfield and Haines City, and validated the Simplified Fire methodology) was “almost exactly the same” as the Cape Coral methodology. An amicus brief was necessitated because (1) the consulting proponents of another “demand-based” fire assessment method, Government Services Group, also challenged the legal sufficiency of the Simplified Fire concept in *Morris* and (2) Cape Coral had made a significant number of errors in preparing its assessment roll, such that almost eight percent (8%) of the tax parcels to be assessed were incorrect. Cape Coral undertook substantial remedial actions, adopting corrective resolutions and successfully worked to avoid introduction of evidence during the challenge to its validation. The Supreme Court opinion in *Morris* noted these errors, but determined that it could validate Cape Coral’s bonds and the fire assessment methodology despite such errors. In doing so the Supreme Court also adopted the logic and analysis in the independent *amicus* brief filed by Mr. Lawson’s firm for the Municipalities.

The wider impact of *Morris* is that the legal and conceptual use of a two-tiered Simplified Fire methodology presented in this Executive Summary, and the ‘almost exactly the same’ method used in Cape Coral, has been determined legally sufficient, valid and approved by the Supreme Court on appeal as compliant with case law and thus not arbitrary nor invalid.

Morris should not be construed to mean that local governments considering the use of special assessments should adopt a particular apportionment methodology solely on the basis of its use elsewhere. The failure to perform a factual and reasoned analysis specific to a set of circumstances in each community can expose another community to legal and political challenges based upon factual differences and/or well-intentioned, but unnecessary use of raw

public data. Florida's local governments vary in their needs, composition, and policies. The well settled implication is local governments are free to select an apportionment methodology which provides competent and substantial means to share the benefits, burdens, and costs of the fire protection budget and represents the best fit in terms of cost, ease of implementation, and political acceptance not only with respect to affected landowners, but also in consideration of the staff required and resources involved with maintenance of the assessment program from year to year.

The parcel identification and classification system required by law to be maintained by the local property appraiser and tax collector will likely be sustained and updated over the years as properties within each community develop and change. The use of such classification and statutorily required end product of each community's mass appraisal system and description of tax parcels is publicly prepared, stable, readily accessible, reasonably consistent and accurate, maintained without cost to the local government and capable of being used from year to year without extraordinary consumption of resources better expended to address other fire protection related issues. Accordingly, the assessment approach contemplated herein relies upon such system as a stable, reasoned and standardized resource. Attempts by other methods to focus on demand characteristics, call data, or working data used by the Property Appraiser overlook or 'miss the standard' of proportionality and create complexities and inequities that Simplified Fire simply avoids. It is also prudent to note and remind that Mr. Lawson, along with Dr. Beitsch and Ennead LLC, in defining the Simplified Fire™ approach work to address legal validity in advance.

Factually, the key to these efforts is that the Simplified Fire™ or Simplified Approach™ is a lawful revenue exaction designed to be a *special assessment* and capable of being collected as a non-ad valorem assessment on the same annual bill as for property taxes in the context of Florida law, and has been structured to be *neither an invalid tax nor a utility rate charge nor fee*.

Specifically, Florida's case law, as well as its statutory regime relating to special assessments, supports substantial latitude both in the means by which benefit to, or relief of burden created by, real property is identified and determined and the subsequent manner by which an assessment itself is calculated or apportioned. Though Florida law requires that special assessments funding improvements or services must be fairly and reasonably apportioned, the State's Supreme Court has held the method of apportionment is immaterial and may vary provided the amount of the assessment for each property *does not exceed the proportional benefits it receives compared to other properties*.

In Florida law, the lack of such proportionality may expose a special assessment to be nullified as an invalid tax. Should the specific *means*, by which the costs or charges to be assessed are deemed arbitrary, then by extension *any* sharing of those assessed costs would undermine proportionality because the underlying premise itself is materially flawed. In this context, an arbitrary charge is one *not reasonably tied* to the cost of a specific essential service or incurred expense. The frequently used allocations of demand for random emergency calls, sometimes known as the demand-based method, illustrates such a problem. This problem is compounded where the imposition takes on the characteristic of a fee¹.

A demand-based approach posits that incident calls are a proxy for *all fire service services and expense* incurred, then *allocating the complete budget to a very selected set* of structures or properties. The allocation is not consistent with the call data itself since incident or call data ignore a large portion of the fire budget which focuses on readiness and availability. In economic and practical terms, incident calls are only a marginal cost beyond the normal budget in total. Further, the demand-based approach is also a look backwards, often unrelated to future budgetary planning.

¹ Fees for fire service are not authorized by the Legislature to be collected using Florida's uniform method of collection; and municipalities have learned fees for fire service extended by inclusion on a utility bill are highly questionable. Here is information presenting a recent example of a local government disaster that might have been avoided, or consequences substantially mitigated, with a better informed or a proactive alternative approach. See Murthy, Jennifer Hunt. "Ocala's fire fee strategies were flawed from inception to \$80 million judgment: Eight years of closed-door deliberations between Ocala City Council members and their attorneys on this controversial episode are revealed." Ocala Gazette, Dec. 10, 2022, <https://www.ocalagazette.com/ocalas-fire-fee-strategies-were-flawed-from-inception-to-80-million-judgment/> Accessed January 20, 2025. This is an example of a result of litigation where local government risk might have been avoided.

The various components of a demand-based method rely upon an obvious series of suspect relationships and calculations which then yield an allocation system that is likely arbitrary and becoming scrutinized as fundamentally less defensible.²

To the particulars of this memorandum, the Simplified Fire™ approach is premised on “forward looking” criteria reflected in the upcoming annual budget. As well, concomitantly the Simplified Fire™ approach necessarily addresses all of the “forward looking” criteria used by the Insurance Services Office, Inc. (“ISO”), now VERISK, to rate fire departments within this state because it analyses the *entirety* of the annual budget necessary to support constant availability and all other fire department costs.³

Finally, the City’s use of its Simplified Fire strategy and method should not create friction with the local Property Appraiser because it only uses data for tax parcel identification and valuation purposes in a context that is not foreign to that for which it was prepared.

BUDGET REVIEW

We have used the emerging 2025-26 PFD preliminary budget for analysis and planning purposes. As detailed in our original Executive Summary, we considered the possible impacts, if any, of advanced life support (ALS) and emergency medical services (EMS) of the City’s fire budget because only first response medical aid routinely delivered by firefighters can be funded through special assessments using a “demand” based approach to apportionment. That is not necessarily the case where in Palatka the approach to apportionment is based upon the “availability of service and readiness to serve” simplified approach.

As is often the case with municipalities, the lines between first response and more intensive care may be blurred when examining the PFD budget. In Palatka, the role of life support and transport falls exclusively to the Putnam County Emergency Medical Services, meaning the cost of such services does not appear in the PFD budget.

Because the potential exists for EMS costs to bleed into Palatka’s fire budget, even though there appears to be no

² Four (4) recent circuit court cases reveal challenges to what appears to be a call or demand-based method with special assessment apportionment based upon historical emergency call information (possibly being copied, modified or replicated from elsewhere) and used by a local government for the first time for the fiscal year beginning October 1, 2024. All four cases were filed as the limitation to object to the special assessment was about to expire on August 22, 2024. These are not summary proceedings, but rather challenges in civil court that could go on for several years with appeal to the applicable District Court of Appeal and then to the Florida Supreme Court. See Case Nos. CA 20240404, CA 2024-405, CA 2024-406 and CA 2024-407, Fla. 5th Cir. Ct. (Sumter County). For example, if the antagonists were to effectively make a logical argument that using historical call response data to assign what are random emergency fire department calls to various types of property uses (commercial, industrial, residential, etc.) to determine and set annual special assessment rates (much like utility fees are set) to apportion a forward looking fire department budget – which is hardly (if at all) based substantially on the cost of the calls alone, but instead – on the entirety of the local government’s annual fire department preparedness budget, the result could be exposure to the a court recognizing such a disparity *per se*. Accordingly, recognition of such a disparity presents the extraordinarily inconvenient prospect of a determination the entire fiscal year 2024-25 special assessment in Sumter County is facially arbitrary, and thus a legally invalid special assessment.

³ The national means to rate fire departments for insurance purposes also uses forward looking criteria, focusing on capacity and capability. The following website authoritatively confirms the predominant function of fire and rescue departments is to be prepared and ready, to have the resources in place to respond, and actively function to avoid emergency calls by demonstrating community education and other prevention-related readiness. It does nominally call for participation in record keeping, but does not use record keeping to evaluate capacity or capability. See <https://www.isomitigation.com/ppc/fsrs/items-considered-in-the-fsrs/> Accessed January 20, 2025.

direct manner in which this could happen, we have elected to exclude even the appearance of funding EMS services by further eliminating any costs associated with any training programs undertaken by the PFD. For example, this would conservatively include amounts budgeted for "Schooling, Conferences, etc." and an amount budgeted for "Training and Educational Expenses."

In order to ensure compliance with Florida case law regarding the funding of EMS, those costs would be funded instead by other legally available means and the balance of the budget would comprise legally assessable costs and be absorbed through the combination of Tier 1 and Tier 2 assessment revenues. Because of this cautious budget analysis, it can be reasoned plausibly and realistically that all costs in the adjusted or remaining PFD budget are appropriate for recovery through special assessments in the manner described in this analysis.

The use of the adjusted PFD budget presents a conservative approach with exclusion of costs that might be construed to be in support of ALS excluded from the assessed cost associated with the Fire Service Assessment to avoid debate as to compliance with case law.

GUIDELINES FOR CURRENT ASSESSMENTS

It is well-settled in Florida case law that local governments, should they impose an assessment, are not required to fully fund that service or improvement through the special assessment itself. The local government may determine, entirely in its own discretion, to fund some portion of the overall cost with general fund or other legally available revenues. An example of other revenues would be impact fees charged to some new developments that may require the fire department to expend additional resources. To be clear, a local government may not impose an assessment for the same portion of capital items purchased with impact fees. For this reason, it was verified that the City of Palatka does not collect impact fees, and none are applied to expenditures found in the PFD budget.

The tables below summarize the percentage allocation between the two tiers that will generally be sustained by the City concerning the actual sum of the assessment anticipated to be adopted for the coming year.

Table 1: Approximate Fire Department Budget Funding Sources⁴

	Assessment	General Fund	Total
Distribution	43%	57%	100%
Dollar	\$2,292,138	\$3,063,339	\$5,355,477⁵

Table 2: Approximate Tier Allocation

	Tier 1	Tier 2	Total
Distribution	79%	21%	100%
Dollar	\$1,799,763	\$492,375	\$2,292,138

It is recognized that in the ongoing budget process the indicated sums may be modified. Insubstantial modifications

⁴ Any costs that might be associated with advanced life support-related emergency medical services (ALS) will be paid for from the general fund.

⁵ Subject to final City budget adoption.

to the budget used will not materially affect this analysis. Due to statutory notice requirements involved with the imposition of assessments, a substantial increase in the budget used will also not have a material effect on this analysis as all increases must be funded with other legally available funds. However, a large and substantial decrease in the budget provided by the City for our use may impact our analysis.

EXCLUSION OF CERTAIN PARCELS

Research reveals there are approximately 4,437 tax parcels within the boundaries of the City that are found in the Property Appraiser's records that are affected by the analysis and approach outlined herein. Among the 4,437 parcels, approximately 245 tax parcels may not benefit from fire protection services or are otherwise inappropriate or infeasible to assess based on physical configuration, such as submerged or undevelopable lands, or tax parcels with a Just Value of under \$5,000. These parcels have been removed from the roll. Of those remaining there are 187 tax parcels owned by governmental entities which must be excluded since "governmentally-owned" parcels which are used by the government for public purposes cannot be assessed. An additional 130 "institutionally-owned" tax parcels (e.g. churches, non-profits, etc.) have been partially exempted (50%) at the City's discretion as noted below. It is noted that one (1) tax parcel is designated as "agricultural" by the Putnam County Property Appraiser. These few parcels, classified as agricultural will be addressed in your annual resolution, and are set to be excluded from the 2025-26 assessment roll. They may or may not be subject to legislation affecting their assessment status after questionable changes in law became effective in 2017. Currently, any exemption or buy-down of these parcels is at the discretion of the City. Included in the 4,004 "assessable" tax parcels described above, are "confidential" tax parcels that have owner and address information that has been redacted at the request of the parcel owner. They are included in the analysis that is provided for the balance of the tax parcels.

In the past, the City mildly appealed to owners of governmentally-owned tax parcels to voluntarily pay their share of fire service costs with no success. It is unknown whether the City will appeal to these parcel's owners again. The City also approved, as a public policy, a 50% reduction in assessment charges to all institutionally-owned tax parcels, based on the assumption that an estimated 50% of their use serves a public purpose. Based on the City's prior public policy determination and direction, Fire Service Assessments for institutionally-owned tax parcels are calculated by summing Tier 1 and Tier 2 amounts for these parcels, and dividing that total by 50%.

Extraordinary effort has been made in each assessment period to identify institutionally-owned tax parcels whose Department of Revenue ("DOR") code designation did not indicate that they were institutionally-owned. This process is a time-consuming process that must be continued on an annual basis by the City, as this public data can be expected to vary from year to year. To further complicate this process, a parcel owner "naming convention" does not exist, so tax parcels cannot be sorted by traditional naming logic. For the purpose of developing the 2025-26 assessments, institutionally-owned parcels have been identified by Ennead LLC with the assistance of City staff and its Assessment Coordinator.

Amounts associated with exemption of tax parcels from the assessment typically should be funded through other legally available funds of the City.

SUMMARY CONCLUSION

Determinations of relief of burdens caused by various tax parcels within the City, the benefit to property, the amount to be imposed for costs associated with the Fire Service Assessments, and the fair and reasonable apportionment of the Fire Service Assessments for the upcoming fiscal year are fairly documented and supported by, among other things, prior evidence, this updating Memorandum and the Final Judgment.

FUNDING EXAMPLES – PRELIMINARY ASSESSMENT ROLL

Using available certified data, ENNEAD LLC has developed the preliminary roll, which is available on-line by use of an interactive search feature, please see the City's website. This information is provided to accomplish transparency for all property owners and to assist the City Commission in its decision-making role and applies the same rate

regime as approved last year.

CONNECTION WITH PRIOR WORK

This Memorandum incorporates by reference GAI's prior Executive Summary from 2015 and work placed in the record before the City Commission at its public hearings on this matter over time. Consistent with that record, the content of this Memorandum provides a reasoned updated review and analysis of information, facts and circumstances associated only with the City of Palatka and is exclusively for the use by the City Commission of Palatka.⁶

cc: Marcia G. Carty, CPA, CFGO, City Manager/Finance Director
Chris Taylor, Fire Chief
Karen Hayes, City Clerk
Dr. Owen M. Beitsch, GAI
Mark G. Lawson, P.A., Special Counsel

4908-6619-5481, v. 6

⁶ This information presents intellectual property made available for the use of the City, is copyrighted, and reproduction or use for any other purpose is prohibited.

RESOLUTION 2025-R-93

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, APPROVING THE FISCAL YEAR 2025-26 NON-AD VALOREM ASSESSMENT ROLL FOR FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLL AND COLLECTION PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; CONFIRMING REQUIRED STATUTORY NOTICE AND IMPOSING AND LEVYING FIRE SERVICE ASSESSMENTS; PROVIDING DIRECTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

**ARTICLE I
INTRODUCTION**

SECTION 1.01. AUTHORITY. This Resolution of the City Commission (the "Commission") of City of Palatka, Florida (the "City") is adopted pursuant to City Ordinance No. 15-14 (the "Assessment Ordinance"), City Resolution No. 2015-11-19 (as may be amended, supplemented and confirmed from time to time, the "Initial Annual Assessment Resolution"), sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution is the Annual Assessment Resolution for the Fiscal Year (sometimes also called the budget year) commencing October 1, 2025, contemplated by Section 2.05 of the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Initial Annual Assessment Resolution.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) Pursuant to the Assessment Ordinance, the City adopted the Initial Annual Assessment Resolution imposing special assessments to provide for the funding of fire protection services, facilities and programs, and providing for annual collection thereof pursuant to the direct billing method of collection described in Article III of the Assessment Ordinance.

(B) Prior to commencing collection, the City obtained a judicial determination from the Circuit Court of the Seventh Judicial District of the State of Florida in and for Putnam County that validated and confirmed, among other things, the legality and validity of the Assessment Ordinance, the Initial Annual Assessment Resolution, the reasoned ability to legally rely upon the imposition of special assessments in the form of Fire Service Assessments to annually fund fire protection essential services and fund and finance associated capital improvements and equipment, the method of apportioning the Fire Service Assessments among the real property subject thereto, the burdens relieved and special benefit conveyed by the fire protection services

and facilities funded in part through the Fire Service Assessments, the superior nature of lien of the Fire Service Assessments and the legality of all proceedings and matters in connection therewith (the "Final Judgment"). Each property owner was then provided a direct-mailed bill for Fiscal Year 2015-16 specific to each property assessed and additional notice and information concerning the anticipated non-ad valorem Fire Service Assessment for Fiscal Year 2016-17. On March 26, 2016, an additional notice was published in a newspaper of general circulation. Such notices briefly explained the collection process for an amount equivalent to any unpaid amount due and how the City Commission expected to collect unpaid assessments or amounts equivalent thereto which otherwise create City budget shortfalls and diminish operating reserves, as well as fund and collect future year's Fire Service Assessments. All such assessments were collected, without loss of property. For each Fiscal Year since, the City has complied with and employed the Uniform Method of Collection of Fire Service Assessments.

(C) The Assessment Ordinance provides for the adoption each year of an Annual Assessment Resolution approving, confirming or amending the Fire Service Assessment Roll. This Resolution accomplishes such activity.

(D) The City has duly scheduled and provided published and other extraordinary notice of a public hearing for July 24, 2025, to consider adoption of the Fire Service Assessment Roll for Fiscal Year 2025-26 and included a statement of intent not to increase the rate of assessment.

(E) Notice required by law of such public hearing was published in compliance with Section 2.04 of the Assessment Ordinance and the Uniform Collection Assessment Act on or before July 3, 2025, and proof of publication is attached hereto as Appendix A.

(F) Additional and extraordinary interactive notice has also been made available on the internet on the City's website at: <https://quicksearch.ennead-data.com/palatka> and www.palatka-fl.gov/fireassessment with additional access available via computer terminal upon request available during business hours to the public at City Hall.

(G) The Fire Service Assessment Roll (along with additional explanatory information on the City's website) has heretofore and continues to be made available for inspection by the public. All notice required to be provided to a property owner in the manner required by the Uniform Assessment Collection Act and the Assessment Ordinance has been duly provided.

(H) On or before July 24, 2025, at a duly scheduled and noticed meeting, the City Commission again acknowledges receiving and reviewing a fire budget and assessment review update summary prepared by Ennead, LLC (the "Executive Summary") and has considered same along with advice and input from City officials and staff, as part of the budget consideration process for use of the Fire Service Assessment as a component part of the overall annual City budget by confirming proposed rates of assessments, and accordingly provided direction.

(I) A public hearing was held on July 24, 2025, and comments, concerns and objections of all interested persons have been duly received, heard and considered. Additionally,

the City Commission again reviewed the updated Executive Summary and all matters referenced and incorporated therein. All of the foregoing has been considered in the context of public discussion or comment upon the subject of funding fire protection services, facilities and programs at regularly scheduled meetings and workshops of the City Commission on several occasions including April 9, 2015, July 9, 2015, July 23, 2015, August 6, 2015, August 18, 2015, September 10, 2015, September 24, 2015, October 22, 2015, March 24, 2016, April 14, 2016, July 27, 2017, August 31, 2017, July 12, 2018, August 9, 2018, July 18, 2019, August 8, 2019, July 23, 2020, August 27, 2020, July 22, 2021, August 25, 2022, July 27, 2023, July 11, 2024, and September 12, 2024 as well as the overall fiscal and other circumstances of the City.

(J) The Assessments contemplated in this Resolution are imposed by the City Commission, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(K) The Final Judgment expressly provides that “[t]he Fire Service Assessments are not imposed by the Putnam County Property Appraiser or the Putnam County Tax Collector. The statutory duties of the property appraiser and the tax collector are unaffected by the City’s use of information produced by such entities. Any duties of the property appraiser or the tax collector in regard to the collection of the Fire Service Assessments under section 197.3632, [Florida Statutes], are wholly ministerial and the property appraiser and the tax collector are without any discretion with regard to the collection of Fire Service Assessments on the tax notice once the City elects to use this method and complies with the requirements of the statute.” The City has fairly and carefully complied with the Assessment Ordinance and all general law provisions.

(L) The legislative determinations and findings set forth in the Initial Annual Assessment Resolution, as amended, and the Final Judgment have again been considered and are also hereby in context incorporated herein by reference.

(M) The City Commission hereby finds and determines that the Fire Service Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding associated fire protection services and facilities by fairly and reasonably allocating a portion of the cost thereof among specially benefitted property.

ARTICLE II ASSESSMENT

SECTION 2.01. RATIFICATION AND CONFIRMATION. The benefits to property and methods of apportionment provided for herein, and the use of proceeds of the non-ad valorem assessment to pay for capital equipment and facilities have previously been judicially validated as for proper, legal and paramount public purposes and fully authorized by law by the Circuit Court of the Seventh Judicial District of the State of Florida in and for Putnam County; and, are hereby ratified, confirmed and advanced as being employed and similarly used by and for the purposes of this Resolution. For the purposes of supporting and adopting this Resolution the determinations in the foregoing Final Judgment, and the Initial Annual Assessment

Resolution are each also hereby supplementally incorporated herein by reference and ratified and confirmed under the circumstances and timing required to govern effectively as relevant and applicable.

SECTION 2.02. PROCEDURAL COMPLAINE.

(A) The Assessment Coordinator has caused to be prepared a preliminary Fire Service Assessment Roll that contains the following information:

(1) a summary description of each Tax Parcel (conforming to the description contained on a recently certified Tax Roll prepared and maintained by the Property Appraiser for the purpose of levying and collecting ad valorem taxes) which is intended to be subject to the Fire Service Assessment;

(2) the name of the owner of record of each Tax Parcel, as shown on the most recent certified Tax Roll, which will be updated in normal course prior to any certification of the Assessment Roll to the Tax Collector; and

(3) the proposed amount of the total Fire Service Assessment for each affected Tax Parcel for the fiscal year commencing October 1, 2025, exclusive of anticipated costs of collection and administration.

(B) In the event the City also imposes or collects an impact fee upon new growth or development for capital improvements related to fire protection, the special assessments provided for hereunder shall not include costs attributable to capital improvements necessitated by new growth or development which were included in the computation of such impact fee, or which are otherwise funded by such impact fee.

(C) Copies of the Assessment Ordinance, this Resolution and the preliminary Fire Service Assessment Roll have been made available in the City Clerk's office at 201 North Second Street, Palatka, Florida or have been open to public inspection in a manner consistent with the Assessment Ordinance. The purpose of the assessment, amount of the proposed rates of assessment for each Tax Parcel, and all other necessary information was noticed by publication and at or through the City's website and accessible through the internet at <http://quicksearch.ennead-data.com/palatka> and www.palatka-fl.gov/fireassessment and at the City Clerk's office located at City Hall, 201 N. Second Street, Palatka, Florida.

(D) The City Commission duly provided the publication of notice of a public hearing in the manner and time provided in the Assessment Ordinance. Proof of publication of the notice is attached hereto as Appendix A.

(E) The Assessment Roll shall be necessarily updated from time to time in due course, to show changes in parcel configuration or other administrative corrections. In the event the Assessment Coordinator makes any exemptions, administrative hardship deferrals or other similar modifications to the Assessment Roll authorized by the Assessment Ordinance, this

Resolution or otherwise, funding for such changes to the Assessment Roll shall be funded by legally available funds other than direct proceeds of the Assessments. Such changes shall not require any recalculation or change in the rate or rates of assessment otherwise considered or adopted pursuant to the Assessment Ordinance or this Annual Assessment Resolution.

(F) A public hearing was duly held on July 24, 2025, commencing at or about 6 p.m. in City Hall Commission Chambers, 201 N. Second Street, Palatka, Florida, at which time the Commission received and considered information and comments on the Fire Service Assessments from City officials, staff, experts and advisors, as well as the public and affected property owners, and considered imposing Fire Service Assessments and the method of collection thereof as required by the Assessment Ordinance.

SECTION 2.03. ESTIMATED FIRE SERVICE ASSESSED COST; RATE OF ASSESSMENT.

(A) The estimated Fire Service Assessed Cost, exclusive of the nominal City administrative charge to defray its costs of collection and annual administration, to be recovered through Fire Service Assessments for the Fiscal Year commencing October 1, 2025, is \$2,389,089 and net of exemptions for institutional properties is \$2,292,138. This includes:

(B) The Tier 1 Assessment, net of exemptions herein, of \$1,799,763 based on relative value of improvement for each Tax Parcel (for more variable costs) and the Tier 2 Assessment, net of exemptions herein, of \$492,375 assessed per Tax Parcel (for more fixed, readiness to serve costs).

(C) The Fire Service Assessments established in this Annual Assessment Resolution are determined by the assessment rates prepared for consideration by the public and City Commission in the preparation of the Fire Service Assessment Roll for the Fiscal Year commencing October 1, 2025.

(D) The rate of Fire Service Assessment will remain the same as for the current Fiscal Year and is (1) \$2.46 per thousand dollars of improvements, or fraction thereof, for each Tax Parcel as reflected in the Tax Roll (Tier 1), plus (2) \$125.00 per Tax Parcel (Tier 2). Accordingly, the rate of assessments has not increased since inception a decade ago.

SECTION 2.04. IMPOSITION OF ASSESSMENTS.

(A) Upon adoption hereof, Fire Service Assessments are to be levied and imposed throughout the entire area within the boundaries of the City and this Resolution shall be deemed to be adopted and confirmed for all purposes.

(B) Fire Service Assessments shall be imposed against Tax Parcels located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this

Resolution. When imposed, the Fire Service Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments as provided in the Assessment Ordinance.

(C) As provided for herein, the Fire Service Assessed Cost shall be apportioned among all Tax Parcels within the City, not otherwise exempted hereunder, and including any statutorily defined parcels such as individual condominium, cooperative or multiple building units with extraordinary alienability. The estimated Fire Service Assessed Cost and rate of Fire Service Assessment shall be that described in Section 2.03 hereof.

(D) In the same manner as in the current Fiscal Year, the City Commission determines to separately and additionally charge, impose and levy an administrative and collection amount per Tax Parcel of \$5.00 as a part of the assessment to defray its costs of collection and annual administration.

(E) The method of determining the Fire Service Assessments as set forth in this Annual Assessment Resolution is a fair and reasonable method to share costs and benefits of collection, administration, and the continuous availability of fire protection services, facilities and programs, among Tax Parcels of Assessed Property located within the City.

(F) The Fire Service Assessment Roll is hereby approved, and shall be modified, adjusted and certified as provided in the Assessment Ordinance and this Resolution.

(G) Collection of the Fire Service Assessments shall take place pursuant to the uniform billing method of collection described in Article III of the Assessment Ordinance.

SECTION 2.05. DIRECTION CONCERNING INTERIM ASSESSMENTS.

(A) Pursuant to Section 2.13 of the Ordinance an interim Assessment may be imposed against all property for which a Certificate of Occupancy is issued after adoption and confirmation of an Annual Assessment Resolution. The amount of the interim Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Assessment Resolution for the Fiscal Year in which the Certificate of Occupancy is issued, with such monthly rate being imposed for each full calendar month remaining in the Fiscal Year after the issuance of the Certificate of Occupancy. The determination of the relative improvement value for each such Tax Parcel (Tier 1 rate) for the purposes of calculating any interim Assessment may be based upon the estimated value of improvements listed in any permit associated with the Certificate of Occupancy, or such other similarly available data as reasonably determined by the Assessment Coordinator for such interim period only. Issuance of a Certificate of Occupancy by mistake or inadvertence, without the payment in full of the interim Assessment, does not relieve the owner of such property of the obligation of full and timely payment. Such interim Assessment is due and payable on the date the Certificate of Occupancy was issued and constitutes a lien against such property as of that date. Said lien being equal in rank and dignity with the liens of all state, county, district, or

municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved.

(B) As a matter of expediency and due to the relatively small amount of growth and disproportionately small amount of revenue to be collected, and the fact that assessment will be captured automatically in the ensuing Fiscal Year assessment, the City Commission makes the practical determination to not seek to collect any such unpaid interim assessments for the period prior to January 1, 2025. All costs for services and facilities attributable to same shall be paid for by legally available revenues other than any Fire Service Assessment proceeds.

SECTION 2.06. DIRECTION CONCERNING ANY EXEMPTION.

(A) Tax Parcels which are statutorily exempted from the payment of ad valorem taxes are in certain circumstances subject to the Fire Service Assessments contemplated hereunder. Tax Parcels classified or described by the Property Appraiser as institutionally tax exempt, including the following classifications: (1) vacant institutional, (2) churches & temples, (3) private schools & colleges, (4) privately-owned hospitals, (5) homes for the aged, (6) mortuary, cemetery & crematorium, (7) clubs, lodges & union halls, (8) sanitarium, convalescent & rest home, and (9) cultural organization facilities are all subject to the Fire Service Assessments contemplated hereunder. Provided, however, the City Commission recognizes the necessity to balance and manage the City's financial challenges with those of the property owners of the foregoing classifications of Tax Parcels, and the impacts of the request that those property owners also pay and contribute to support these essential services and capital which are available to all properties within the City. The City Commission does hereby determine and direct to continue to charge the foregoing classification of Tax Parcels for the upcoming fiscal year at a rate of fifty percent (50%) of the applicable Fire Service Assessment otherwise provided for herein; provided, however, the City Commission again directs revisiting this exemption during the next budget cycle, inasmuch as such exemption will cost the City general fund in excess of \$96,951 in the upcoming fiscal year.

(B) Tax parcels comprising Government Property are not subject to the Fire Service Assessments contemplated hereunder. Such Tax Parcels include those classified or described by the Property Appraiser as government-owned, including the following: (1) military, (2) forest, parks, recreational, (3) public county schools, (4) public colleges, (5) public hospitals, (6) other county-owned property, (7) other state-owned property, (8) other federal-owned property, and (9) other municipal-owned property. Provided, however, each such Government Property owner is authorized to be approached by the Mayor, or such person's designee, and asked to pay as a fee or charge an amount comparable to the Assessment for each such Government Property. Said amount may be invoiced annually, quarterly or monthly in accord with Section 3.04 of the Assessment Ordinance.

(C) The following Tax Parcel classifications are special designations used by the Property Appraiser for recordkeeping purposes and do not represent actual or assessable Tax

Parcels and are not subject to the Fire Service Assessments contemplated hereunder, (1) common element, (2) header record, and (3) notes parcel.

(D) Certain Tax Parcels associated with the following classifications used by the Property Appraiser typically do not receive a special benefit from the provision of fire protection services and facilities or are infeasible or impractical to assess, and therefore are not subject to the Fire Service Assessments contemplated hereunder, (1) right-of-way, (2) rivers, lakes & submerged land, (3) sewage disposal & waste lands, and (4) outdoor recreation or parkland.

(E) The foregoing classifications of properties in this Section which are exempted are reasonably determined to be inappropriate, infeasible or impracticable to assess, and either benefit marginally or create a lesser or nominal demand or burden on the City's costs associated with readiness to serve, do not merit the expenditure of public funds to impose or collect the Fire Service Assessments, are tax exempt and/or otherwise generally serve in some respect to promote the public health, safety, morals, general welfare, security, prosperity and contentment of the inhabitants or residents of the City. The Assessment Coordinator, or such person's designee, is authorized and directed to use sound judgment in extending such determinations and guidance as the Fire Service Assessment Roll is collected. The foregoing classifications of properties not to be assessed do not include Government Property that is leased for private use.

(F) Certain Tax Parcels classified as agricultural lands have been statutorily exempted from the payment of special assessments for the provision of fire protection services pursuant to Chapter 170, Florida Statutes. However, the City's authority to impose its Fire Service Assessments derives from its home rule powers, and not Chapter 170, Florida Statutes. Any alternative means of apportionment or suggestion of limitation on imposition of assessments for fire protection services on certain agricultural parcels found in Chapter 170 is, by the terms of that Chapter, applicable only to assessments imposed pursuant to Chapter 170, which is supplemental and alternative to the City's home rule power. The Assessment Coordinator and Mayor are authorized to reach out to the two (2) property owners to secure such properties participation in this partial funding of the availability of fire protection, based upon the inapplicability of Chapter 170, Florida Statutes, to the City in this instance.

(G) Based upon the foregoing, there are relatively few exempt properties within the City. Using legally available funds other than the proceeds of the Fire Service Assessments, the City shall otherwise fund or contribute an amount equal to the Fire Service Assessments that would have been otherwise derived from such exempt properties.

(H) The City Commission has not increased or changed the rate for Fire Service Assessment or method of application thereof from the prior Fiscal Year. Provided, however, the City Commission reserves the right and ability in the future to impose Fire Service Assessments against any Tax Parcels determined to be exempt hereunder to the extent permitted by law, upon lack of reasonable cooperation or willingness to pay for a share of the Fire Service Assessment Cost, or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 2.07. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Service Assessments, after payment of costs and expenses associated with collection and administration of the Assessments, shall be utilized for the provision of fire protection related services, facilities, and programs associated with maintaining continual readiness to serve. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund costs associated with fire protection related services, facilities, and programs.

ARTICLE III GENERAL PROVISIONS

SECTION 3.01. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of all matters and compliance presented (including, but not limited to, the method of apportionment and assessment, the rate or rates of assessment, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days of the effective date hereof.

SECTION 3.02. DIRECTION AND AUTHORIZATION.

(A) The Mayor, City Manager, Financial Director, and the City's experts and advisors were previously directed to confer and prepare a thoughtful recommendations as to other equitable revenue sources, and a means or path to adjust the Fire Service Assessment related rates, fees, and charges for the ensuing year, if any, including the consideration of a means to keep the productivity of the assessment in step with changes in cost of service, the City's overall budget, while securing the same or better availability and provision of service. This direction is again repeated; and will better inform and afford the City Commission time to consider, listen, become better informed, announce, make and implement any changes or adjustments later this year or early in 2026, if any, and provide more certainty to earlier City budgeting for Fiscal Year 2026-27.

(B) The Mayor, City Manager, Financial Director, City Attorney and all other City experts are each and all directed and authorized to act and undertake all activities on behalf of the City to accomplish all matters necessary to timely achieve the purposes and effect of this Resolution.

SECTION 3.03. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3.04. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 3.04. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

SECTION 3.05. SCRIVENER'S ERRORS. The City Manager or designed, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A Corrected copy shall be posted in the public records by the City Clerk.

PASSED and ADOPTED by the City Commission of the City of Palatka, Florida, this 24th day of July 2025.

THE CITY OF PALATKA, FLORIDA

(Seal)

By: _____
Robbi Correa, MAYOR
Ex-Officio Chair of the City Commission

ATTEST:

Karen Hayes, MMC, CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

Jane West, ESQ., CITY ATTORNEY

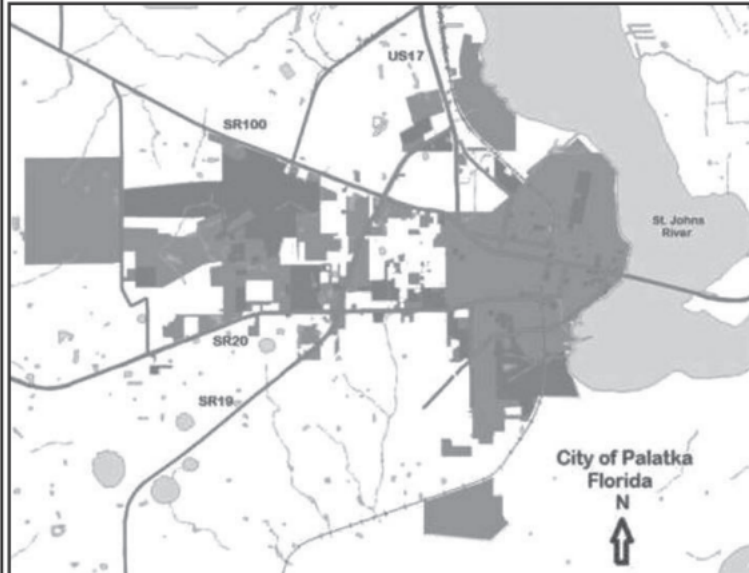
APPENDIX A

**PROOF OF NOTICE OF PUBLICATION OF PUBLIC HEARING TO CONSIDER THE
CONTINUED ANNUAL IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS
TO FUND FIRE PROTECTION SERVICES AND FACILITIES**

4874-2754-6763, v. 9

PUBLIC NOTICE

CITY OF PALATKA
NOTICE OF ANNUAL HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION OF
NON-AD VALOREM SPECIAL ASSESSMENTS
TO FUND IN PART THE COSTS ASSOCIATED WITH
THE CONTINUAL READINESS TO PROVIDE FIRE PROTECTION



The property subject to assessment lies within the City of Palatka, Florida.

For several years the City Commission of the City of Palatka, Florida (the "City"), has adopted a special or non-ad valorem assessment to defray a portion of the annual operating and capital costs associated with the Palatka Fire Department. The City Commission's goal was to put in place a supplemental and alternative means to deal with previous budget shortfalls and work to achieve financial sustainability, so that the rates of assessment for benefited parcels might supplementally, and more equitably and efficiently fund our City's annual budget and service mission. City policies, practices, the annual fire department budget, the overall budget for the City, and other conditions in making these fire protection services and facilities constantly available within our community continues to test our fiscal stewardship. Accordingly, provision of fire services, facilities, and improvements will in all likelihood continue next year to be funded, in part, by special non-ad-valorem assessments against property located within the City limits. The remainder of the fire protection budget can then be funded with other legally available revenues (most of which are limited ad valorem property taxes) of the City. This is a challenging balancing process this community must address annually. Please read further.

The special assessment rates for each parcel of property will be based on the same benefits or burdens analysis as last year which is associated with the availability of fire protection constantly made available every day to all tax parcels. The City will continue to use the same two-tier rate structure as last year, which was the subject of judicial approval prior to the initial bill for collection being sent in 2014. This published notice informs of the same rates of assessment as were noticed last year. Tier 1 is based on the relative improvements value associated with each tax parcel (no land value is generally used in this calculation) focused on variable and possibly some fixed costs. Tier 2 is a fixed rate per tax parcel focused on fixed costs. This annual approach has proven to be a good overall success for our City. Thank you.

If you wish to learn more, a more detailed description of the assessment program is available in City Ordinance No. 15-14 codified in Chapter 34, Article IV, of the City Code – Fire Prevention and Protection and may be found on the City's website.

On July 24, 2025, at 6:00 p.m. the City Commission will hold a public hearing in City Commission Chambers at City Hall, 201 N. Second Street, Palatka, Florida, for the purpose of receiving comments on the proposed annual assessments which by general law will be collected by the tax collector pursuant to the tax bill collection method authorized by Section 197.3632, Florida Statutes. You are invited to appear at the public hearing, and/or to file written objections with the City Clerk and addressed to the City Commission at the above address within 20 days of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Each parcel of property assigned an identification number by the County property appraiser is considered one (1) tax parcel. If approved by City Commission after the hearing, the rate of assessment for each tax parcel is proposed to be the sum of (i) \$2.46 per \$1,000 of the value of improvements attributed to the tax parcel by the County property appraiser (Tier 1), plus (ii) \$125.00 per tax parcel (Tier 2), together with (iii) a \$5.00 charge to share City administration and collection costs associated with the annual assessment. This is the same rate of assessment as imposed since 2014. The dollar amount and other information concerning the proposed non-ad valorem assessment attributable to each tax parcel in the City will also be available online at <http://quicksearch.ennead-data.com/palatka> and by computer terminal upon inquiry at the offices of the City Clerk, at City Hall. The total revenue the City expects to collect by the assessment, less adjustments for statutory discounts and amounts payable to the property appraiser and tax collector to be included in the collection process, is approximately \$2,292,138. This annual assessment is for the purpose of funding a portion of the continual readiness and availability of essential services and capital facilities and equipment associated with fire protection.

Payment is anticipated to be due and collected on the same bill as taxes to be mailed around November 1, 2025. This tax bill collection method is also sometimes called the uniform method of collection. As a courtesy reminder, please be reminded that until paid, the fire assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Assessments become delinquent in the same manner as for unpaid taxes, and failure to pay the upcoming assessment will cause a tax certificate to be issued against the property which may result in loss of title. Reading this notice and explanation to learn more about how the City pays and collects for its services – and how it uses your financial support as a property owner – is certainly appreciated.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN THE HEARING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT (386) 329-0100.

PUBLISHED AT THE DIRECTION OF THE CITY COMMISSION, CITY OF PALATKA

Please govern yourselves accordingly.
/s/Karen Hayes, MMC, City Clerk

Case PB 25-06 – Amend Future Land Use Map and Rezone parcel 0.34 acres
Address: 2405 President Street
Parcel #: 12-10-26-0820-0010-0030
Applicant: Residential Appraisal Management Group, LLC

STAFF REPORT

DATE: April 21, 2025
TO: City of Palatka Planning Board
FROM: Staff

APPLICATION REQUEST

This request is for the rezoning on a 0.34 acre parcel located on 2405 President Street. However, based on the review of the application, Staff has determined that the Future Land Use Map amendment also be included for consistency. The recommendation for the amendment of the Future Land Use Map is to change from City of Palatka Commercial (COM) to City of Palatka Residential Low Density (R-L) and to change the existing zoning from City of Palatka Commercial, Neighborhood District (C-1A) to Single-Family Residential District (R-1).

Background

The property has been used as a commercial office and the new owners desire to revert back to the prior residential use. The property is currently within the city limits of Palatka. General uses within the City include Florida Pest Control and Champion Pest Control to the North (across President Street) which is City of Palatka, Commercial, General, Light (C-2). Two Residential parcels are located to the east (directly next door), one Putnam County Unincorporated, Residential Single-Family (R1-A) and one City of Palatka, Residential Single-Family (R1-A). Located to the south (directly behind the property) is Putnam County Residential, Single-Family (R1-A). The property to the West of the site is Putnam County Unincorporated Commercial, General Light (C-2). See Table 1.

	Actual Use	FLUM	ZONING
Property Existing	City of Palatka Commercial General Light C-2	City of Palatka Commercial COM	City of Palatka, Commercial, Neighborhood District C-1A
Property Proposed	City of Palatka Residential Single-Family R-1	City of Palatka Residential Low Density (RL)	City of Palatka Residential Single-Family R-1
North	City of Palatka FL Pest Control & Champion Pest Control	City of Palatka Commercial COM	City of Palatka Commercial, General, Light C-2
South	Putnam County Residential	<i>Putnam County Urban Service (US)</i>	Putnam County Residential, Single-Family (R1-A)

East	City of Palatka & Putnam County Residential	<i>City of Palatka & Putnam County, both Urban Service (US)</i>	City of Palatka & Putnam County Residential, Single-Family (R1-A)
West	Putnam County Unincorporated	Putnam County Urban Service (US)	Putnam County Commercial, General, Light (C-2)

Future Land Use Change Analysis

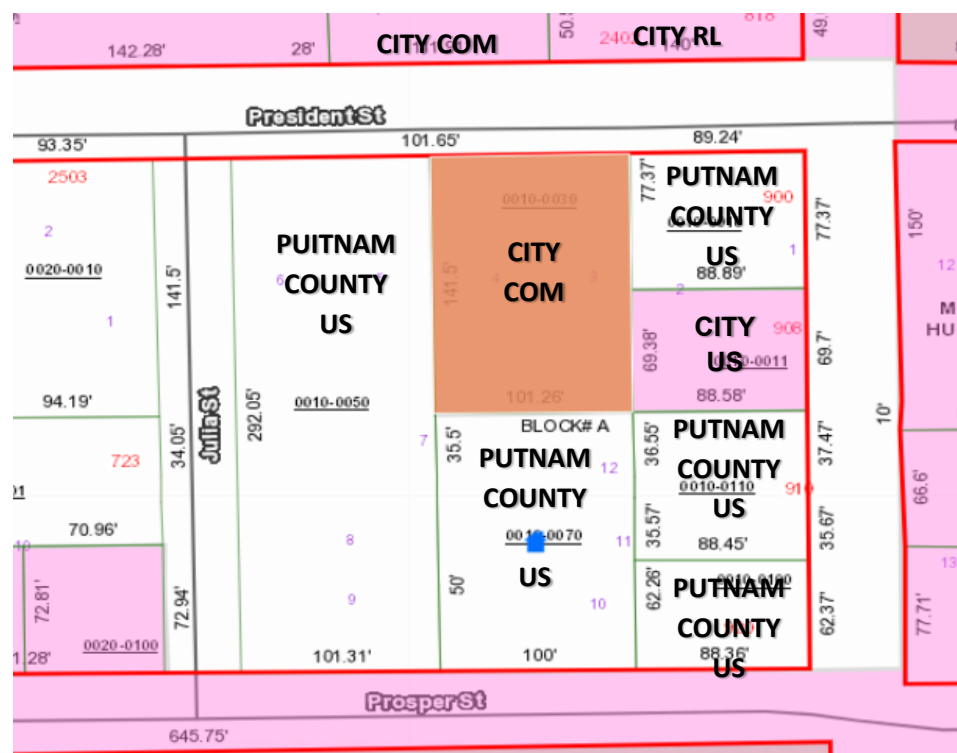


Figure 1 Current Future Land Use

- Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
- Development that fails to provide a clear separation between rural and urban uses.
- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The parcel is within a completely developed area with mixed residential and commercial, uses with full urban services available.

Zoning Change Analysis

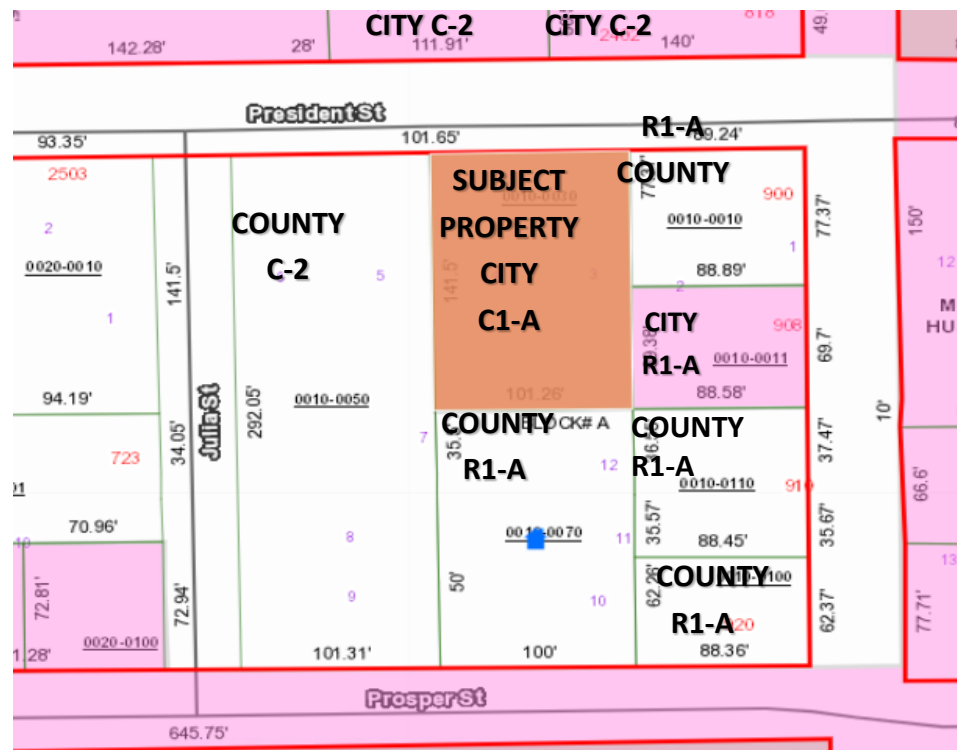


Figure 1 Current Zoning;

- b. *The existing land use pattern.*

Response: The existing land use pattern in this area is mixed commercial and residential. The proposed zoning change will be in accord with other R-1A properties in the immediate vicinity.

- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*

Response: The proposed zoning change will not be isolated, as there are adjacent residential (R1-A) uses to the West and South of the subject parcel.

- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*

Response: The subject property change from C1-A to R-1 will have no increase in population or overtaxing of the load on public facilities.

- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Response: The proposed rezoning will be in conformance with existing zoning districts to the East and South of the subject property.

- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*

Response: The conditions in the area of the subject property will remain unchanged.

- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*

Response: The immediate neighborhood to the East and South of the subject parcel is long established as residential. Any existing living conditions will not change with approval.

- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Response: The traffic patterns in the area are already established and will remain the same, not affecting public safety. Increased traffic will be minimal.

- i. *Whether the proposed change will create a drainage problem.*

Response: The applicant purposes to utilize the current drainage system which presently channels water to existing storm drains.

- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is expected.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: There should be no impact on property values as the use already exists.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed zoning will not be a deterrent for improvement of adjacent properties. The parcels to the East and South are zoned residential and to the North and West they are zoned commercial.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The proposed rezoning will not grant a special privilege to the property owner.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: The dwelling on the subject property has a functional layout and design of a single-family dwelling consisting of bedrooms, bathrooms, laundry, kitchen and living rooms. This layout would require significant modifications to be recognized commercial use, which is the current zoning.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The immediate area is residential in nature.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: The purpose of this request is to utilize an existing fair condition vacant status, to a like new condition in an occupied status.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

Staff Recommendation;

1. Staff recommends APPROVAL of the request to amend the Future Land Use Map from City of Palatka Commercial (COM) to City of Palatka Residential Low Density (RL).
2. Staff recommends APPROVAL of the request to rezone the 0.34-acre property from Commercial, **Neighborhood District (C-1A)** to Residential Single -Family (R-1).

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL., 32177

ORDINANCE NO. 2025-23

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA COMMERCIAL, NEIGHBORHOOD DISTRICT (C-1A) TO CITY OF PALATKA SINGLE-FAMILY RESIDENTIAL (R-1), FOR THE FOLLOWING PROPERTY: LOCATED AT, 2405 PRESIDENT STREET PALATKA, FLORIDA 32177, PARCEL 12-10-26-0820-0010-0030 PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the City of Palatka Building and Zoning Department on behalf of the owner of said property: Residential Appraisal Management Group, LLC, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on May 6th, 2025, and two public hearings before the City Commission of the City of Palatka on June 26th, 2025, and July 24th 2025, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from the present zoning classification of City of Palatka Commercial, Neighborhood District (C-1A) to City of Palatka Single-Family Residential (R-1) classification.

**DESCRIPTION OF PROPERTIES: 2405 PRESIDENT STREET, PALATKA, FLORIDA
32177, PARCEL 13-10-26-0000-0260-0002**

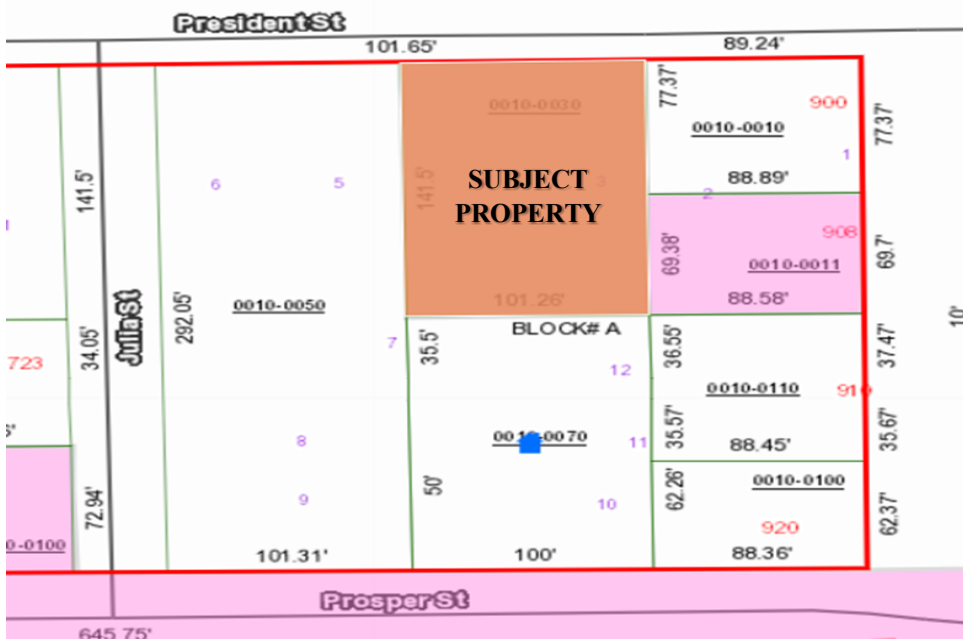


Figure 1: Zoning map.

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission, however, the rezoning shall not become effective until the amendment to the City of Palatka Comprehensive Plan adopted by Ordinance No. 2024-08 becomes effective as provided therein.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 5. This ordinance is exempt from provisions of the statute, Chapter 2023-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 26th day of June 2025.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 24th day of July 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Rezone for 2405 President St." More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA COMMERCIAL, NEIGHBORHOOD DISTRICT (C-1A) TO CITY OF PALATKA SINGLE-FAMILY RESIDENTIAL (R-1), FOR THE FOLLOWING PROPERTY: LOCATED AT, 2405 PRESIDENT STREET PALATKA, FLORIDA 32177, PARCEL 12-10-26-0820-0010-0030 PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 2025-24 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA RESIDENTIAL HIGH (RH) TO CITY OF PALATKA CONSERVATION DISTRICT (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 ALL OF BLK (EX DIV A, OF LOT 8 BK243 29 OR34 P432, OR171 P495, EX ESMT OR1443 P854, EX ESMT DOT OR1444 P1911), PARCEL 42-10-27-6850-1460-0083, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA.

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	PB25-03 Staff Report 050625 (1)
2.	Ord 25-24 FLUM2.39_0.12rev
3.	Business Impact ORD 2025-24

Case PB 25-03 –Amend FLUM and Rezone 2.39 acres at 42-10-27-6850-1460-0083 and 0.12 acres at 42-10-27-6850-1460-0081

Address: Unassigned (Intersections of Crill Ave/Morris St, and Morris St/Kirby Street)

Applicant: City of Palatka

Agent: None

STAFF REPORT

DATE: May 6, 2025
TO: City Planning Board
FROM: Planning Director

APPLICATION REQUEST

The request would amend the Future Land Use Map designation from City of Palatka Residential High (RH) to Conservation (CON) and rezone from Multiple-family Residential (R-3) to Conservation district (CON). The 2.39-acre parcel and 0.12-acre parcel are owned by the City of Palatka. The subject properties have semi-wooded landcover and currently vacant with no structures.

Public notice issued by the city included legal advertisement in the *Palatka Daily News*, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The properties are within the municipal limits of the City of Palatka and contain some large trees with areas of thick vegetation. The American Legion Post 45 and the Lions Club of Palatka buildings are located on two adjacent parcels to the west. The subject properties are bounded by Crill Avenue (North), Morris Street (East), and Kirby Street (South).

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Residential High (RH)	Multiple-family Residential (R-3)
North	Primarily single-family homes; few vacant parcels	Residential High (RH)	Multiple-family Residential (R-3)
South	Vacant	Residential Medium (RM)	Multiple-family residential, Planned Unit Development (R-3, PUD)
East	Single-family homes adjacent to City South Historic District	Residential High (RH)	Single-Family Residential (R-1)
West	American Legion Post 45; Lions Club of Palatka	Residential High (RH)	Multiple-family Residential (R-3)

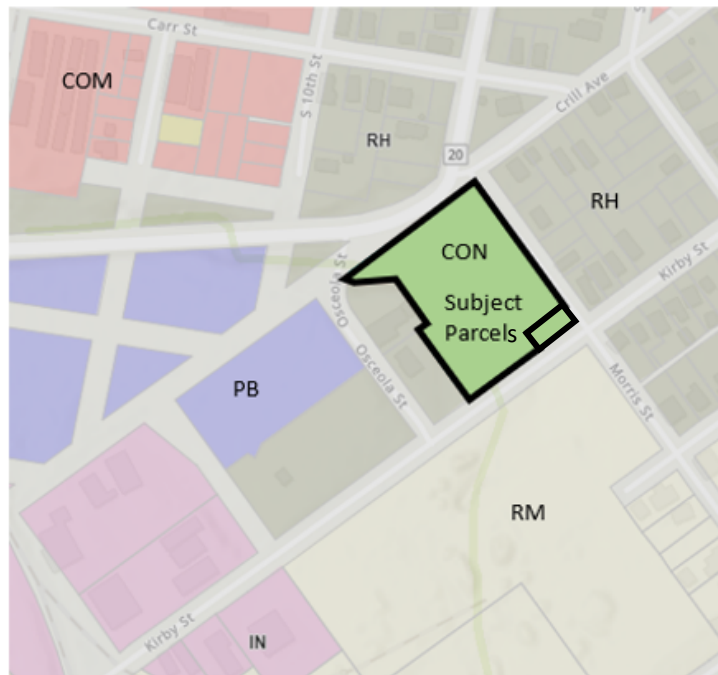
Table 1: Current and Proposed Future Land Use Map and Zoning Designations

Future Land Use Change Analysis

Figure 1. Existing Future Land Use



Figure 2. Proposed Future Land Use



The request is to change the Future Land Use from Residential High (RH) to Conservation (CON).

Florida Statutes Chapter 163.3177(6) provide for the following land use change criteria to be considered.

- *Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*

Response: The parcel has a National Wetlands Inventory classification of R4SBCx which is defined by:

System Riverine (R): The Riverine System includes all wetlands and deepwater habitats contained within a channel, with two exceptions: (1) wetlands dominated by trees, shrubs, persistent emergents, emergent mosses, or lichens, and (2) habitats with water containing ocean-derived salts of 0.5 ppt or greater. A channel is an open conduit either naturally or artificially created which periodically or continuously contains moving water, or which forms a connecting link between two bodies of standing water.

Subsystem Intermittent (4): This Subsystem includes channels that contain flowing water only part of the year. When the water is not flowing, it may remain in isolated pools or surface water may be absent.

Class Streambed (SB): Includes all wetlands contained within the Intermittent Subsystem of the Riverine System and all channels of the Estuarine System or of the Tidal Subsystem of the Riverine System that are completely dewatered at low tide.

Water Regime Seasonally Flooded (C): Surface water is present for extended periods especially early in the growing season but is absent by the end of the growing season in most years. The water table after flooding ceases is variable, extending from saturated to the surface to a water table well below the ground surface.

Special Modifier Excavated (x): This Modifier is used to identify wetland basins or channels that were excavated by humans.

The plan amendment is suitable for the proposed conservation use.

- *Provide analysis of the minimum amount of land needed as determined by the local government.*
Response: The City of Palatka's last adopted 2008 Comprehensive Plan, Future Land Use element notes 58 acres of the Conservation district. There are not many areas within the city with this zoning classification and is primarily comprised of the Ravine Gardens.
- *Demonstrate the amendment does not further urban sprawl, as determined through the following tests:*
 - Low-intensity, low-density, or single-use development or uses.
 - Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
 - Radial, strip, isolated, or ribbon development patterns.
 - Development that fails to adequately protect and conserve natural resources and agricultural activities
 - Development that fails to maximize use of existing and future public facilities and services.
 - Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
 - Development that fails to provide a clear separation between rural and urban uses.

- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The conversion of the subject parcel to conservation would not contribute to urban sprawl. The parcel is within a fully urbanized area. The Conservation (CON) district contains land and wetland areas with valuable environmental resources such as sensitive vegetation, high value habitat or high aquifer recharge potential. The district permits uses which preserve the natural character of the land.

Zoning Change Analysis



Figure 3. Existing Zoning



Figure 4. Proposed Zoning

Section 94-38(f)(1) of the Palatka Code of Ordinances requires that the report and recommendations of the Planning Board to the City Commission as required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: The subject property currently has a Multiple-family Residential (R-3) classification, and the Future Land Use designation is Residential High (RH). The change to Conservation (CON) zoning and Conservation (CON) Future Land Use would be in conformity with the Comprehensive Plan.
- b. *The existing land use pattern.*
Response: The existing land use in this area is primarily single-family residential to the east and vacant/undeveloped properties to the south. Both The American Legion Post 45 and Lions Club of Palatka are located to the west of the sites. There is a cemetery nearby to the west which contributes to the semi-undeveloped character of the area.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The rezoning request does not create an isolated district unrelated to adjacent and nearby districts. The Conservation district (CON) provides for the preservation of land and natural resources, creating a transitional buffer zone between other zoning districts.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: Under this proposal, the subject parcels would be rezoned to Conservation (CON) which would provide less potential for development and the preservation of the natural environment.
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: Not applicable.
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: As more vacant land and properties are being developed, it is important for the City to preserve its greenspace when and where possible.
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: The proposed change should not adversely influence living conditions in the neighborhood. The change in zoning would preserve the natural environment, the City's greenspace and the drainage system in the area.
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*
Response: The change from Multiple-family Residential (R-3) to Conservation (CON) district should not create or excessively increase traffic congestion or otherwise affect public safety.
- i. *Whether the proposed change will create a drainage problem.*
Response: There should be no negative impact on drainage in the area. In fact, the conservation designation would preserve the drainage in the area.
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is anticipated, as the proposed zoning would limit physical development and use of the property.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: The proposed change should not adversely affect property values in the adjacent areas.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed change should not be a deterrent to the improvement of adjacent property in accord with existing regulations.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The City of Palatka is the current owner of the property. Rezoning the site to Conservation (CON) would provide for the general welfare of the public by preserving greenspace and drainage.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: There is a riverine located on the property as noted by the National Wetlands Inventory.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The preservation of greenspace with this proposal for rezoning to Conservation would not be out of scale with the neighborhood or with the City of Palatka.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: Not applicable.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

PB 25-03 Staff Recommendation

1. Staff recommends the request to amend the district boundary FLUM designation from City of Palatka Residential High (RH) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0083.
2. Staff recommends the request to amend the district boundary FLUM designation from City of Palatka Residential High (RH) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0081.
3. Staff recommends the request to rezone from City of Palatka Multi-family Residential (R-3) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0083.
4. Staff recommends the request to rezone from City of Palatka Multi-family Residential (R-3) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0081.

ORDINANCE NO. 2025-24

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA RESIDENTIAL HIGH (RH) TO CITY OF PALATKA CONSERVATION DISTRICT (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 ALL OF BLK (EX DIV A, OF LOT 8 BK243 29 OR34 P432, OR171 P495, EX ESMT OR1443 P854, EX ESMT DOT OR1444 P1911), PARCEL NO. 42-10-27-6850-1460-0083, PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the City of Palatka Planning Department on behalf of the owner of said property: City of Palatka, for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

WHEREAS, Section 163.3187, Florida Statutes, provides for small-scale amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(2), Florida Statutes, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the City Planning Board conducted a public hearing on May 6, 2025 and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted a public hearing on July 24, 2025, and

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

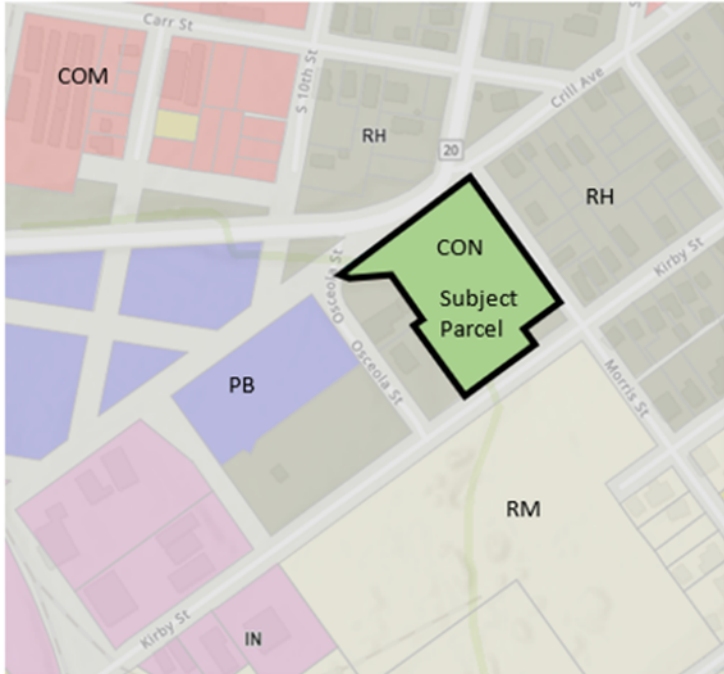
Section 1. Adopted Small Scale Amendment

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1
ADOPTED SMALL SCALE AMENDMENT**

<u>Parcel Number</u>	<u>Acreage</u>	<u>Current Future Land Use</u>	<u>Amended Future Land Use</u>
42-10-27-6850-1460-0083	2.39	City of Palatka Residential High (RH)	City of Palatka Conservation (CON)

**DESCRIPTION OF PROPERTY:
DICKS MAP OF PALATKA MB2 P46, BLK 146 ALL OF BLK (EX DIV A, OF LOT 8 BK243 29 OR34 P432, OR171 P495, EX ESMT OR1443 P854, EX ESMT DOT OR1444 P1911), PARCEL 42-10-27-6850-1460-0083**



Section 2. The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 3. Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. This Ordinance shall become effective immediately upon adoption; however, the effective date of this amendment to the City of Palatka Comprehensive Plan, if not timely challenged, shall be 31 days after adoption. If challenged within 30 days after adoption, this amendment shall become effective on the date the State land planning agency or the Administration Commission issues a final order determining this amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this amendment has become effective.

Section 5. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 24th day of July 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "FLUM for 42-10-27-6850-1460-0083."
More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA RESIDENTIAL HIGH (RH) TO CITY OF PALATKA CONSERVATION DISTRICT (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 ALL OF BLK (EX DIV A, OF LOT 8 BK243 29 OR34 P432, OR171 P495, EX ESMT OR1443 P854, EX ESMT DOT OR1444 P1911), PARCEL 42-10-27-6850-1460-0083, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
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- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:

¹ See Section 166.041(4)(c), Florida Statutes.

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 2025-25 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL (R-3) TO CITY OF PALATKA CONSERVATION (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 ALL OF BLK (EX DIV A, OF LOT 8 BK243 29 OR34 P432, OR171 P495, EX ESMT OR1443 P854, EX ESMT DOT OR1444 P1911) PARCEL 42-10-27-6850-1460-0083

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	PB25-03 Staff Report 050625 (1)
2.	Osceola Creek LIDAR image
3.	Rezoning App
4.	Ord 25-25 reZoning2.39rev
5.	Business Impact ORD 2025-25

Case PB 25-03 –Amend FLUM and Rezone 2.39 acres at 42-10-27-6850-1460-0083 and 0.12 acres at 42-10-27-6850-1460-0081

Address: Unassigned (Intersections of Crill Ave/Morris St, and Morris St/Kirby Street)

Applicant: City of Palatka

Agent: None

STAFF REPORT

DATE: May 6, 2025
TO: City Planning Board
FROM: Planning Director

APPLICATION REQUEST

The request would amend the Future Land Use Map designation from City of Palatka Residential High (RH) to Conservation (CON) and rezone from Multiple-family Residential (R-3) to Conservation district (CON). The 2.39-acre parcel and 0.12-acre parcel are owned by the City of Palatka. The subject properties have semi-wooded landcover and currently vacant with no structures.

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Background

The properties are within the municipal limits of the City of Palatka and contain some large trees with areas of thick vegetation. The American Legion Post 45 and the Lions Club of Palatka buildings are located on two adjacent parcels to the west. The subject properties are bounded by Crill Avenue (North), Morris Street (East), and Kirby Street (South).

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Residential High (RH)	Multiple-family Residential (R-3)
North	Primarily single-family homes; few vacant parcels	Residential High (RH)	Multiple-family Residential (R-3)
South	Vacant	Residential Medium (RM)	Multiple-family residential, Planned Unit Development (R-3, PUD)
East	Single-family homes adjacent to City South Historic District	Residential High (RH)	Single-Family Residential (R-1)
West	American Legion Post 45; Lions Club of Palatka	Residential High (RH)	Multiple-family Residential (R-3)

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

Future Land Use Change Analysis

Figure 1. Existing Future Land Use

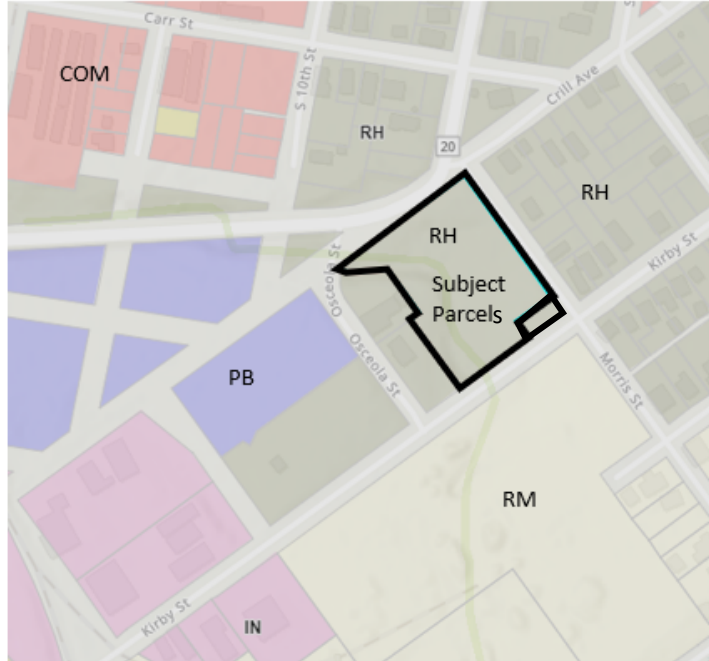
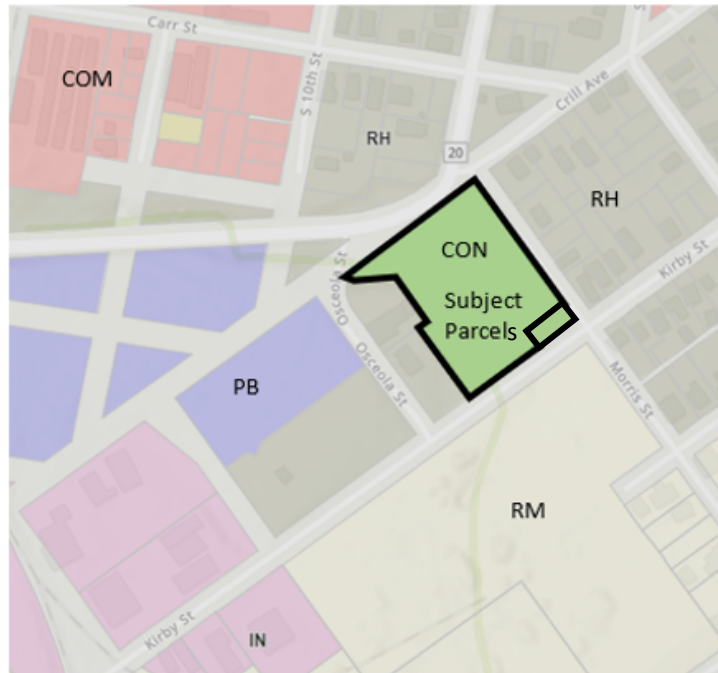


Figure 2. Proposed Future Land Use



The request is to change the Future Land Use from Residential High (RH) to Conservation (CON).

Florida Statutes Chapter 163.3177(6) provide for the following land use change criteria to be considered.

- *Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*

Response: The parcel has a National Wetlands Inventory classification of R4SBCx which is defined by:

System Riverine (R): The Riverine System includes all wetlands and deepwater habitats contained within a channel, with two exceptions: (1) wetlands dominated by trees, shrubs, persistent emergents, emergent mosses, or lichens, and (2) habitats with water containing ocean-derived salts of 0.5 ppt or greater. A channel is an open conduit either naturally or artificially created which periodically or continuously contains moving water, or which forms a connecting link between two bodies of standing water.

Subsystem Intermittent (4): This Subsystem includes channels that contain flowing water only part of the year. When the water is not flowing, it may remain in isolated pools or surface water may be absent.

Class Streambed (SB): Includes all wetlands contained within the Intermittent Subsystem of the Riverine System and all channels of the Estuarine System or of the Tidal Subsystem of the Riverine System that are completely dewatered at low tide.

Water Regime Seasonally Flooded (C): Surface water is present for extended periods especially early in the growing season but is absent by the end of the growing season in most years. The water table after flooding ceases is variable, extending from saturated to the surface to a water table well below the ground surface.

Special Modifier Excavated (x): This Modifier is used to identify wetland basins or channels that were excavated by humans.

The plan amendment is suitable for the proposed conservation use.

- *Provide analysis of the minimum amount of land needed as determined by the local government.*
Response: The City of Palatka's last adopted 2008 Comprehensive Plan, Future Land Use element notes 58 acres of the Conservation district. There are not many areas within the city with this zoning classification and is primarily comprised of the Ravine Gardens.

- *Demonstrate the amendment does not further urban sprawl, as determined through the following tests:*
 - Low-intensity, low-density, or single-use development or uses.
 - Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
 - Radial, strip, isolated, or ribbon development patterns.
 - Development that fails to adequately protect and conserve natural resources and agricultural activities
 - Development that fails to maximize use of existing and future public facilities and services.
 - Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
 - Development that fails to provide a clear separation between rural and urban uses.

- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The conversion of the subject parcel to conservation would not contribute to urban sprawl. The parcel is within a fully urbanized area. The Conservation (CON) district contains land and wetland areas with valuable environmental resources such as sensitive vegetation, high value habitat or high aquifer recharge potential. The district permits uses which preserve the natural character of the land.

Zoning Change Analysis



Figure 3. Existing Zoning



Figure 4. Proposed Zoning

Section 94-38(f)(1) of the Palatka Code of Ordinances requires that the report and recommendations of the Planning Board to the City Commission as required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: The subject property currently has a Multiple-family Residential (R-3) classification, and the Future Land Use designation is Residential High (RH). The change to Conservation (CON) zoning and Conservation (CON) Future Land Use would be in conformity with the Comprehensive Plan.
- b. *The existing land use pattern.*
Response: The existing land use in this area is primarily single-family residential to the east and vacant/undeveloped properties to the south. Both The American Legion Post 45 and Lions Club of Palatka are located to the west of the sites. There is a cemetery nearby to the west which contributes to the semi-undeveloped character of the area.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The rezoning request does not create an isolated district unrelated to adjacent and nearby districts. The Conservation district (CON) provides for the preservation of land and natural resources, creating a transitional buffer zone between other zoning districts.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: Under this proposal, the subject parcels would be rezoned to Conservation (CON) which would provide less potential for development and the preservation of the natural environment.
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: Not applicable.
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: As more vacant land and properties are being developed, it is important for the City to preserve its greenspace when and where possible.
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: The proposed change should not adversely influence living conditions in the neighborhood. The change in zoning would preserve the natural environment, the City's greenspace and the drainage system in the area.
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*
Response: The change from Multiple-family Residential (R-3) to Conservation (CON) district should not create or excessively increase traffic congestion or otherwise affect public safety.
- i. *Whether the proposed change will create a drainage problem.*
Response: There should be no negative impact on drainage in the area. In fact, the conservation designation would preserve the drainage in the area.
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is anticipated, as the proposed zoning would limit physical development and use of the property.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: The proposed change should not adversely affect property values in the adjacent areas.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed change should not be a deterrent to the improvement of adjacent property in accord with existing regulations.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The City of Palatka is the current owner of the property. Rezoning the site to Conservation (CON) would provide for the general welfare of the public by preserving greenspace and drainage.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: There is a riverine located on the property as noted by the National Wetlands Inventory.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The preservation of greenspace with this proposal for rezoning to Conservation would not be out of scale with the neighborhood or with the City of Palatka.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

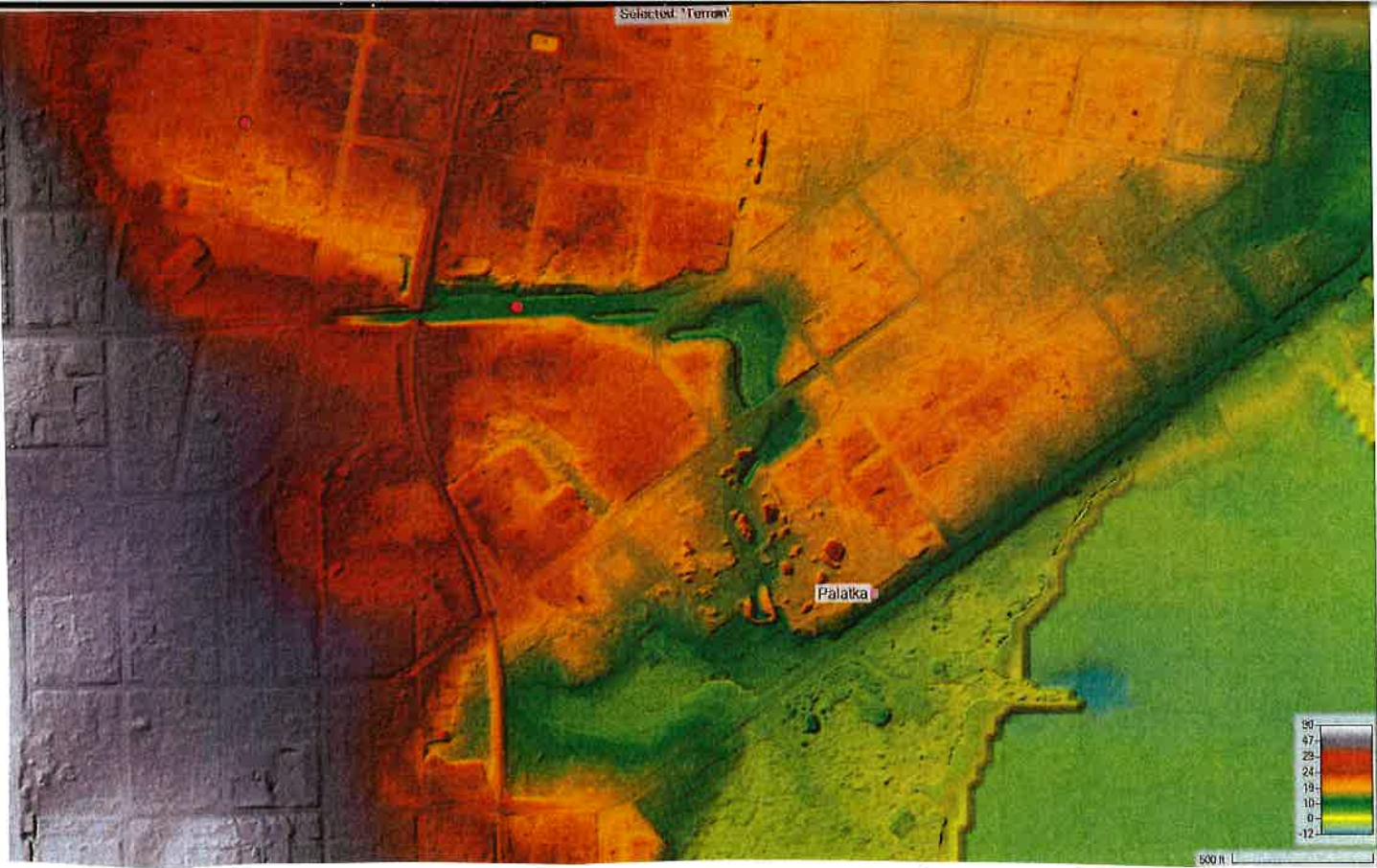
Response: Not applicable.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

PB 25-03 Staff Recommendation

1. Staff recommends the request to amend the district boundary FLUM designation from City of Palatka Residential High (RH) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0083.
2. Staff recommends the request to amend the district boundary FLUM designation from City of Palatka Residential High (RH) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0081.
3. Staff recommends the request to rezone from City of Palatka Multi-family Residential (R-3) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0083.
4. Staff recommends the request to rezone from City of Palatka Multi-family Residential (R-3) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0081.





REZONING APPLICATION

DATE RECEIVED: _____
APP NUMBER: PB - _____
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.

REQUIRED ATTACHMENTS: (Checks payable to the City of Palatka)

- ☐ Site Plan (for planned development) ☐ Letter of Authorization ☐ Project Narrative
☐ Copy of Recorded Deed ☐ Legal Description ☐ Application Fee (Checks payable to the City of Palatka)

Property Information

1. Property Address: Unassigned - Intersections of Crill Ave, Osceola St, Morris St, Kirby St
2. Parcel Number: 42-10-27-6850-1460-0083; 42-10-27-6850-1460-0081; 42-10-27-6850-1510-0000
3. Lot size/acreage: 2.67 acres ±
4. Current Property Use: Vacant
5. Current Future Land Use Map Designation: Res. High
6. Proposed Future Land Use Map Designation (if applicable): Public Bldg and Grounds (PB6-1); Conservation (CON)
7. Proposed Use: N/A
8. Current Zoning Designation: R3 Requested Zoning Designation: PB6-1 + CON
9. Square footage of any proposed structures N/A Number & types of structures on property 0

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): City of Palatka
Mailing Address: 201 N. 2nd Street, Palatka FL 32977
Phone Number(s): 386 - 329 - 0600 Email: building - zoning@palatka-fl.gov

Agent/Contractor (Submit proof of authorization to act as agent with your application)

Name(s): _____
Mailing Address: _____
Phone Number(s): _____ Email: _____

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL 32177

ORDINANCE NO. 2025-25

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL (R-3) TO CITY OF PALATKA CONSERVATION (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 ALL OF BLK (EX DIV A, OF LOT 8 BK243 29 OR34 P432, OR171 P495, EX ESMT OR1443 P854, EX ESMT DOT OR1444 P1911) PARCEL NO. 42-10-27-6850-1460-0083, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the City of Palatka Planning Department on behalf of the owner of said property: City of Palatka, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on May 6, 2025, and two public hearings before the City Commission of the City of Palatka on July 24, 2025, and August 28, 2025, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from the present zoning classification of City of Palatka Multiple-family Residential (R-3) to City of Palatka Conservation (CON) classification.

DESCRIPTION OF PROPERTY:

**DICKS MAP OF PALATKA MB2 P46, BLK 146 ALL OF BLK (EX DIV A, OF LOT 8 BK243 29 OR34 P432, OR171 P495, EX ESMT OR1443 P854, EX ESMT DOT OR1444 P1911)
Putnam County Property Appraiser's Parcel No.: 42-10-27-6850-1460-0083**



Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any

ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 24th day of July 2025.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 28th day of August 2025.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Rezone for 42-10-27-6850-1460-0083."

More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL (R-3) TO CITY OF PALATKA CONSERVATION (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 ALL OF BLK (EX DIV A, OF LOT 8 BK243 29 OR34 P432, OR171 P495, EX ESMT OR1443 P854, EX ESMT DOT OR1444 P1911) PARCEL 42-10-27-6850-1460-0083, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 2025-26 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA RESIDENTIAL HIGH (RH) TO CITY OF PALATKA CONSERVATION DISTRICT (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 DIV A OF LOT 8, PARCEL 42-10-27-6850-1460-0081, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	PB25-03 Staff Report 050625 (1)
2.	Ord 25-26 FLUM0.12_2.39rev
3.	Business Impact ORD 2025-26

Case PB 25-03 –Amend FLUM and Rezone 2.39 acres at 42-10-27-6850-1460-0083 and 0.12 acres at 42-10-27-6850-1460-0081

Address: Unassigned (Intersections of Crill Ave/Morris St, and Morris St/Kirby Street)

Applicant: City of Palatka

Agent: None

STAFF REPORT

DATE: May 6, 2025
TO: City Planning Board
FROM: Planning Director

APPLICATION REQUEST

The request would amend the Future Land Use Map designation from City of Palatka Residential High (RH) to Conservation (CON) and rezone from Multiple-family Residential (R-3) to Conservation district (CON). The 2.39-acre parcel and 0.12-acre parcel are owned by the City of Palatka. The subject properties have semi-wooded landcover and currently vacant with no structures.

Public notice issued by the city included legal advertisement in the *Palatka Daily News*, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The properties are within the municipal limits of the City of Palatka and contain some large trees with areas of thick vegetation. The American Legion Post 45 and the Lions Club of Palatka buildings are located on two adjacent parcels to the west. The subject properties are bounded by Crill Avenue (North), Morris Street (East), and Kirby Street (South).

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Residential High (RH)	Multiple-family Residential (R-3)
North	Primarily single-family homes; few vacant parcels	Residential High (RH)	Multiple-family Residential (R-3)
South	Vacant	Residential Medium (RM)	Multiple-family residential, Planned Unit Development (R-3, PUD)
East	Single-family homes adjacent to City South Historic District	Residential High (RH)	Single-Family Residential (R-1)
West	American Legion Post 45; Lions Club of Palatka	Residential High (RH)	Multiple-family Residential (R-3)

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

Future Land Use Change Analysis

Figure 1. Existing Future Land Use

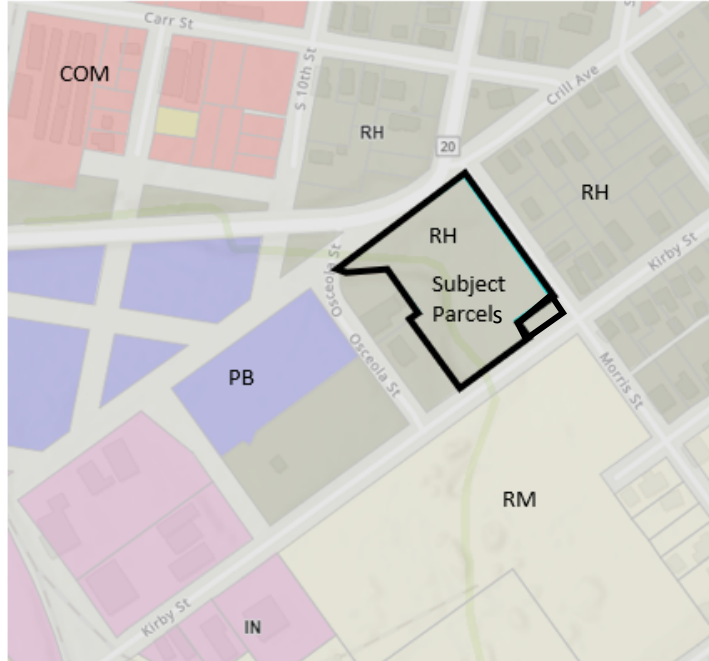
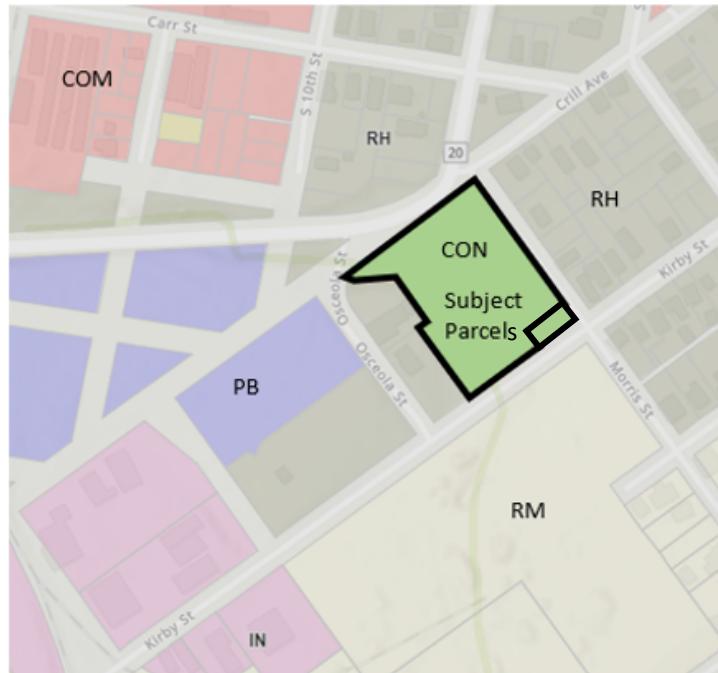


Figure 2. Proposed Future Land Use



The request is to change the Future Land Use from Residential High (RH) to Conservation (CON).

Florida Statutes Chapter 163.3177(6) provide for the following land use change criteria to be considered.

- *Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*

Response: The parcel has a National Wetlands Inventory classification of R4SBCx which is defined by:

System Riverine (R): The Riverine System includes all wetlands and deepwater habitats contained within a channel, with two exceptions: (1) wetlands dominated by trees, shrubs, persistent emergents, emergent mosses, or lichens, and (2) habitats with water containing ocean-derived salts of 0.5 ppt or greater. A channel is an open conduit either naturally or artificially created which periodically or continuously contains moving water, or which forms a connecting link between two bodies of standing water.

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Water Regime Seasonally Flooded (C): Surface water is present for extended periods especially early in the growing season but is absent by the end of the growing season in most years. The water table after flooding ceases is variable, extending from saturated to the surface to a water table well below the ground surface.

Special Modifier Excavated (x): This Modifier is used to identify wetland basins or channels that were excavated by humans.

The plan amendment is suitable for the proposed conservation use.

- *Provide analysis of the minimum amount of land needed as determined by the local government.*
Response: The City of Palatka's last adopted 2008 Comprehensive Plan, Future Land Use element notes 58 acres of the Conservation district. There are not many areas within the city with this zoning classification and is primarily comprised of the Ravine Gardens.
- *Demonstrate the amendment does not further urban sprawl, as determined through the following tests:*
 - Low-intensity, low-density, or single-use development or uses.
 - Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
 - Radial, strip, isolated, or ribbon development patterns.
 - Development that fails to adequately protect and conserve natural resources and agricultural activities
 - Development that fails to maximize use of existing and future public facilities and services.
 - Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
 - Development that fails to provide a clear separation between rural and urban uses.

- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The conversion of the subject parcel to conservation would not contribute to urban sprawl. The parcel is within a fully urbanized area. The Conservation (CON) district contains land and wetland areas with valuable environmental resources such as sensitive vegetation, high value habitat or high aquifer recharge potential. The district permits uses which preserve the natural character of the land.

Zoning Change Analysis



Figure 3. Existing Zoning



Figure 4. Proposed Zoning

Section 94-38(f)(1) of the Palatka Code of Ordinances requires that the report and recommendations of the Planning Board to the City Commission as required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: The subject property currently has a Multiple-family Residential (R-3) classification, and the Future Land Use designation is Residential High (RH). The change to Conservation (CON) zoning and Conservation (CON) Future Land Use would be in conformity with the Comprehensive Plan.
- b. *The existing land use pattern.*
Response: The existing land use in this area is primarily single-family residential to the east and vacant/undeveloped properties to the south. Both The American Legion Post 45 and Lions Club of Palatka are located to the west of the sites. There is a cemetery nearby to the west which contributes to the semi-undeveloped character of the area.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The rezoning request does not create an isolated district unrelated to adjacent and nearby districts. The Conservation district (CON) provides for the preservation of land and natural resources, creating a transitional buffer zone between other zoning districts.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: Under this proposal, the subject parcels would be rezoned to Conservation (CON) which would provide less potential for development and the preservation of the natural environment.
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: Not applicable.
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: As more vacant land and properties are being developed, it is important for the City to preserve its greenspace when and where possible.
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: The proposed change should not adversely influence living conditions in the neighborhood. The change in zoning would preserve the natural environment, the City's greenspace and the drainage system in the area.
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*
Response: The change from Multiple-family Residential (R-3) to Conservation (CON) district should not create or excessively increase traffic congestion or otherwise affect public safety.
- i. *Whether the proposed change will create a drainage problem.*
Response: There should be no negative impact on drainage in the area. In fact, the conservation designation would preserve the drainage in the area.
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is anticipated, as the proposed zoning would limit physical development and use of the property.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: The proposed change should not adversely affect property values in the adjacent areas.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed change should not be a deterrent to the improvement of adjacent property in accord with existing regulations.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The City of Palatka is the current owner of the property. Rezoning the site to Conservation (CON) would provide for the general welfare of the public by preserving greenspace and drainage.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: There is a riverine located on the property as noted by the National Wetlands Inventory.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The preservation of greenspace with this proposal for rezoning to Conservation would not be out of scale with the neighborhood or with the City of Palatka.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: Not applicable.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

PB 25-03 Staff Recommendation

1. Staff recommends the request to amend the district boundary FLUM designation from City of Palatka Residential High (RH) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0083.
2. Staff recommends the request to amend the district boundary FLUM designation from City of Palatka Residential High (RH) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0081.
3. Staff recommends the request to rezone from City of Palatka Multi-family Residential (R-3) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0083.
4. Staff recommends the request to rezone from City of Palatka Multi-family Residential (R-3) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0081.

ORDINANCE NO. 2025-26

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA RESIDENTIAL HIGH (RH) TO CITY OF PALATKA CONSERVATION DISTRICT (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 DIV A OF LOT 8, PARCEL NO. 42-10-27-6850-1460-0081, PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the City of Palatka Planning Department on behalf of the owner of said property: City of Palatka, for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

WHEREAS, Section 163.3187, Florida Statutes, provides for small-scale amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(2), Florida Statutes, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the City Planning Board conducted a public hearing on May 6, 2025 and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted a public hearing on July 24, 2025, and

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

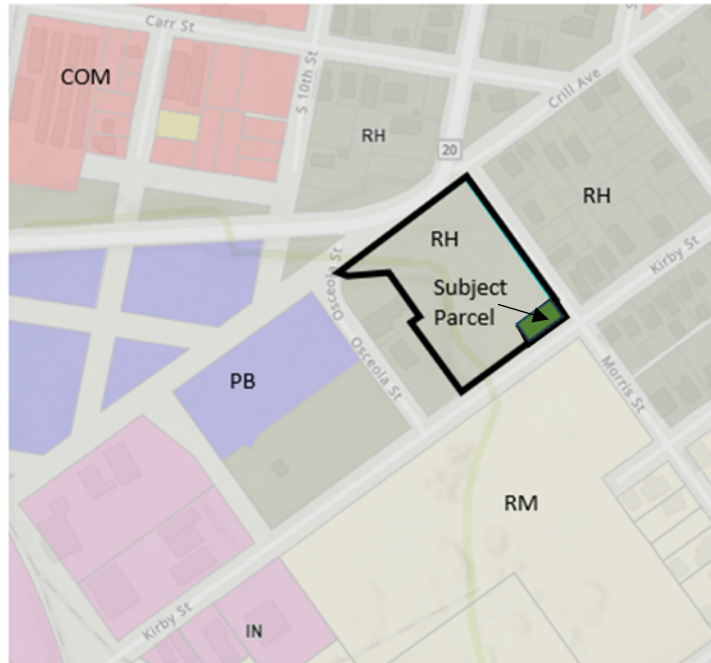
Section 1. Adopted Small Scale Amendment

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1
ADOPTED SMALL SCALE AMENDMENT**

<u>Parcel Number</u>	<u>Acreage</u>	<u>Current Future Land Use</u>	<u>Amended Future Land Use</u>
42-10-27-6850-1460-0081	0.12	City of Palatka Residential High (RH)	City of Palatka Conservation (CON)

DESCRIPTION OF PROPERTY:
DICKS MAP OF PALATKA MB2 P46, BLK 146 DIV A OF LOT 8, PARCEL 42-10-27-6850-1460-0081



Section 2. The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 3. Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. This Ordinance shall become effective immediately upon adoption; however, the effective date of this amendment to the City of Palatka Comprehensive Plan, if not timely challenged, shall be 31 days after adoption. If challenged within 30 days after adoption, this amendment shall become effective on the date the State land planning agency or the Administration Commission issues a final order determining this amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this amendment has become effective.

Section 5. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 24th day of July 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "FLUM for 42-10-27-6850-1460-0081."

More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA RESIDENTIAL HIGH (RH) TO CITY OF PALATKA CONSERVATION DISTRICT (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 DIV A OF LOT 8, PARCEL 42-10-27-6850-1460-0081, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 2025-27 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL (R-3) TO CITY OF PALATKA CONSERVATION (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 DIV A OF LOT 8 PARCEL 42-10-27-6850-1460-0081

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	PB25-03 Staff Report 050625 (1)
2.	Rezoning App
3.	Osceola Creek LIDAR image
4.	Ord 25-27 reZoning0.12rev
5.	Business Impact ORD 2025-27

Case PB 25-03 –Amend FLUM and Rezone 2.39 acres at 42-10-27-6850-1460-0083 and 0.12 acres at 42-10-27-6850-1460-0081

Address: Unassigned (Intersections of Crill Ave/Morris St, and Morris St/Kirby Street)

Applicant: City of Palatka

Agent: None

STAFF REPORT

DATE: May 6, 2025
TO: City Planning Board
FROM: Planning Director

APPLICATION REQUEST

The request would amend the Future Land Use Map designation from City of Palatka Residential High (RH) to Conservation (CON) and rezone from Multiple-family Residential (R-3) to Conservation district (CON). The 2.39-acre parcel and 0.12-acre parcel are owned by the City of Palatka. The subject properties have semi-wooded landcover and currently vacant with no structures.

Public notice issued by the city included legal advertisement in the *Palatka Daily News*, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The properties are within the municipal limits of the City of Palatka and contain some large trees with areas of thick vegetation. The American Legion Post 45 and the Lions Club of Palatka buildings are located on two adjacent parcels to the west. The subject properties are bounded by Crill Avenue (North), Morris Street (East), and Kirby Street (South).

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Residential High (RH)	Multiple-family Residential (R-3)
North	Primarily single-family homes; few vacant parcels	Residential High (RH)	Multiple-family Residential (R-3)
South	Vacant	Residential Medium (RM)	Multiple-family residential, Planned Unit Development (R-3, PUD)
East	Single-family homes adjacent to City South Historic District	Residential High (RH)	Single-Family Residential (R-1)
West	American Legion Post 45; Lions Club of Palatka	Residential High (RH)	Multiple-family Residential (R-3)

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

Future Land Use Change Analysis

Figure 1. Existing Future Land Use

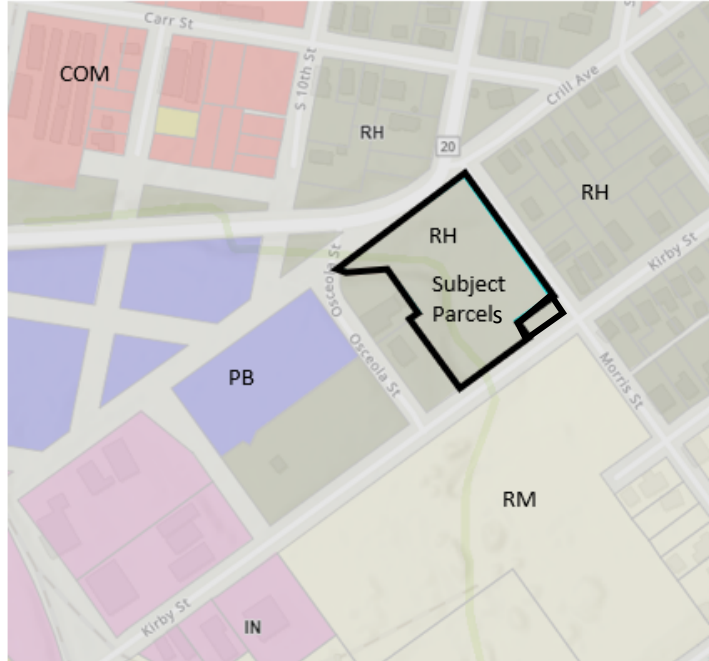
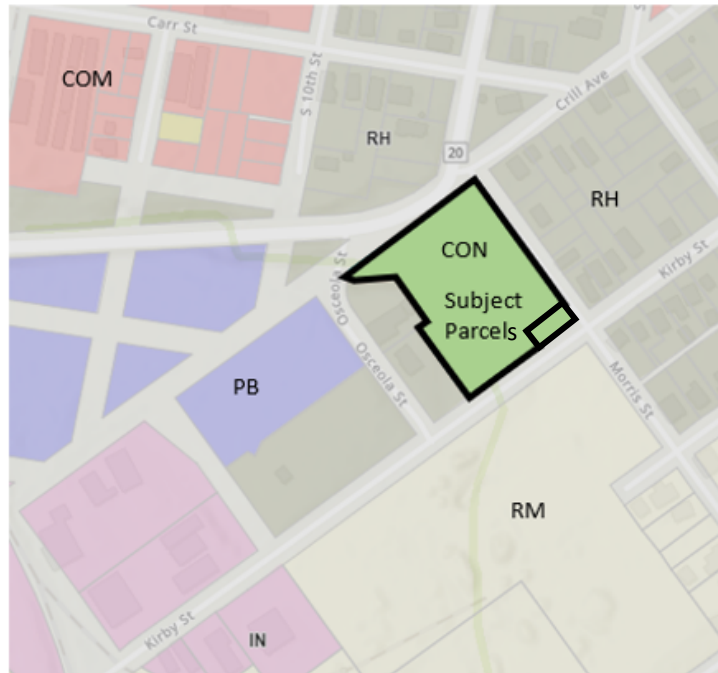


Figure 2. Proposed Future Land Use



The request is to change the Future Land Use from Residential High (RH) to Conservation (CON).

Florida Statutes Chapter 163.3177(6) provide for the following land use change criteria to be considered.

- *Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*

Response: The parcel has a National Wetlands Inventory classification of R4SBCx which is defined by:

System Riverine (R): The Riverine System includes all wetlands and deepwater habitats contained within a channel, with two exceptions: (1) wetlands dominated by trees, shrubs, persistent emergents, emergent mosses, or lichens, and (2) habitats with water containing ocean-derived salts of 0.5 ppt or greater. A channel is an open conduit either naturally or artificially created which periodically or continuously contains moving water, or which forms a connecting link between two bodies of standing water.

Subsystem Intermittent (4): This Subsystem includes channels that contain flowing water only part of the year. When the water is not flowing, it may remain in isolated pools or surface water may be absent.

Class Streambed (SB): Includes all wetlands contained within the Intermittent Subsystem of the Riverine System and all channels of the Estuarine System or of the Tidal Subsystem of the Riverine System that are completely dewatered at low tide.

Water Regime Seasonally Flooded (C): Surface water is present for extended periods especially early in the growing season but is absent by the end of the growing season in most years. The water table after flooding ceases is variable, extending from saturated to the surface to a water table well below the ground surface.

Special Modifier Excavated (x): This Modifier is used to identify wetland basins or channels that were excavated by humans.

The plan amendment is suitable for the proposed conservation use.

- *Provide analysis of the minimum amount of land needed as determined by the local government.*
Response: The City of Palatka's last adopted 2008 Comprehensive Plan, Future Land Use element notes 58 acres of the Conservation district. There are not many areas within the city with this zoning classification and is primarily comprised of the Ravine Gardens.
- *Demonstrate the amendment does not further urban sprawl, as determined through the following tests:*
 - Low-intensity, low-density, or single-use development or uses.
 - Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
 - Radial, strip, isolated, or ribbon development patterns.
 - Development that fails to adequately protect and conserve natural resources and agricultural activities
 - Development that fails to maximize use of existing and future public facilities and services.
 - Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
 - Development that fails to provide a clear separation between rural and urban uses.

- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The conversion of the subject parcel to conservation would not contribute to urban sprawl. The parcel is within a fully urbanized area. The Conservation (CON) district contains land and wetland areas with valuable environmental resources such as sensitive vegetation, high value habitat or high aquifer recharge potential. The district permits uses which preserve the natural character of the land.

Zoning Change Analysis



Figure 3. Existing Zoning



Figure 4. Proposed Zoning

Section 94-38(f)(1) of the Palatka Code of Ordinances requires that the report and recommendations of the Planning Board to the City Commission as required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: The subject property currently has a Multiple-family Residential (R-3) classification, and the Future Land Use designation is Residential High (RH). The change to Conservation (CON) zoning and Conservation (CON) Future Land Use would be in conformity with the Comprehensive Plan.
- b. *The existing land use pattern.*
Response: The existing land use in this area is primarily single-family residential to the east and vacant/undeveloped properties to the south. Both The American Legion Post 45 and Lions Club of Palatka are located to the west of the sites. There is a cemetery nearby to the west which contributes to the semi-undeveloped character of the area.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The rezoning request does not create an isolated district unrelated to adjacent and nearby districts. The Conservation district (CON) provides for the preservation of land and natural resources, creating a transitional buffer zone between other zoning districts.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: Under this proposal, the subject parcels would be rezoned to Conservation (CON) which would provide less potential for development and the preservation of the natural environment.
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: Not applicable.
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: As more vacant land and properties are being developed, it is important for the City to preserve its greenspace when and where possible.
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: The proposed change should not adversely influence living conditions in the neighborhood. The change in zoning would preserve the natural environment, the City's greenspace and the drainage system in the area.
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*
Response: The change from Multiple-family Residential (R-3) to Conservation (CON) district should not create or excessively increase traffic congestion or otherwise affect public safety.
- i. *Whether the proposed change will create a drainage problem.*
Response: There should be no negative impact on drainage in the area. In fact, the conservation designation would preserve the drainage in the area.
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is anticipated, as the proposed zoning would limit physical development and use of the property.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: The proposed change should not adversely affect property values in the adjacent areas.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed change should not be a deterrent to the improvement of adjacent property in accord with existing regulations.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The City of Palatka is the current owner of the property. Rezoning the site to Conservation (CON) would provide for the general welfare of the public by preserving greenspace and drainage.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: There is a riverine located on the property as noted by the National Wetlands Inventory.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The preservation of greenspace with this proposal for rezoning to Conservation would not be out of scale with the neighborhood or with the City of Palatka.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: Not applicable.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

PB 25-03 Staff Recommendation

1. Staff recommends the request to amend the district boundary FLUM designation from City of Palatka Residential High (RH) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0083.
2. Staff recommends the request to amend the district boundary FLUM designation from City of Palatka Residential High (RH) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0081.
3. Staff recommends the request to rezone from City of Palatka Multi-family Residential (R-3) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0083.
4. Staff recommends the request to rezone from City of Palatka Multi-family Residential (R-3) to City of Palatka Conservation (CON) be **approved** for parcel 42-10-27-6850-1460-0081.



REZONING APPLICATION

DATE RECEIVED: _____
APP NUMBER: PB - _____
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.

REQUIRED ATTACHMENTS: (Checks payable to the City of Palatka)

- ☐ Site Plan (for planned development) ☐ Letter of Authorization ☐ Project Narrative
☐ Copy of Recorded Deed ☐ Legal Description ☐ Application Fee (Checks payable to the City of Palatka)

Property Information

1. Property Address: Unassigned - Intersections of Crill Ave, Osceola St, Morris St, Kirby St
2. Parcel Number: 42-10-27-6850-1460-0083; 42-10-27-6850-1460-0081; 42-10-27-6850-1510-0000
3. Lot size/acreage: 2.67 acres ±
4. Current Property Use: Vacant
5. Current Future Land Use Map Designation: Res. High
6. Proposed Future Land Use Map Designation (if applicable): Public Bldg and Grounds (PB6-1); Conservation (CON)
7. Proposed Use: N/A
8. Current Zoning Designation: R3 Requested Zoning Designation: PB6-1 + CON
9. Square footage of any proposed structures N/A Number & types of structures on property 0

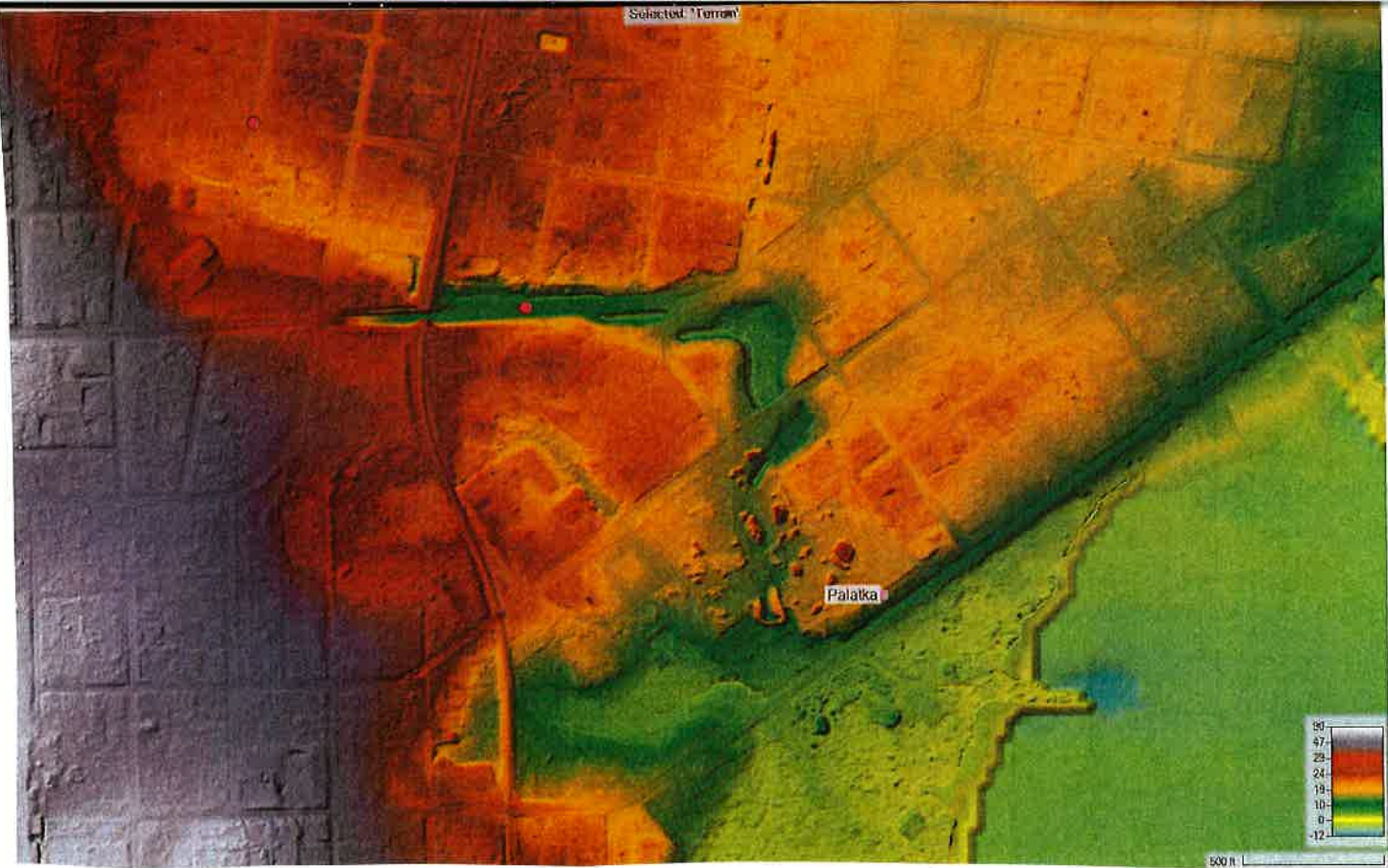
Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): City of Palatka
Mailing Address: 201 N. 2nd Street, Palatka FL 32977
Phone Number(s): 386 - 329 - 0600 Email: building - zoning@palatka-fl.gov

Agent/Contractor (Submit proof of authorization to act as agent with your application)

Name(s): _____
Mailing Address: _____
Phone Number(s): _____ Email: _____



This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL 32177

ORDINANCE NO. 2025-27

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL (R-3) TO CITY OF PALATKA CONSERVATION (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 DIV A OF LOT 8 PARCEL 42-10-27-6850-1460-0081, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the City of Palatka Building and Zoning Department on behalf of the owner of said property: City of Palatka, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on May 6, 2025, and two public hearings before the City Commission of the City of Palatka on July 24, 2025, and August 28, 2025, and

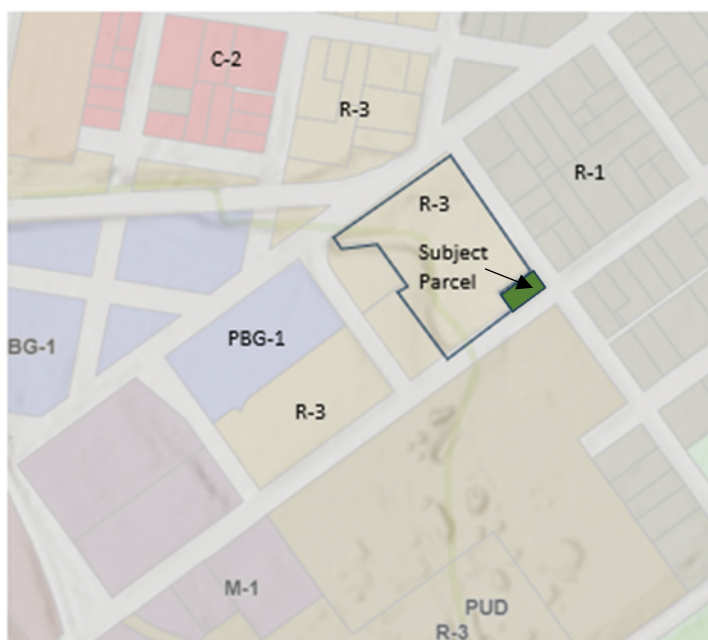
WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from the present zoning classification of City of Palatka Multiple-family Residential (R-3) to City of Palatka Conservation (CON) classification.

DESCRIPTION OF PROPERTY:

**DICKS MAP OF PALATKA MB2 P46, BLK 146 DIV A OF LOT 8
Putnam County Property Appraiser's Parcel No.: 42-10-27-6850-1460-0081**



Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City

Commission.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 24th day of July 2025.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 28th day of August 2025.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Rezone for 42-10-27-6850-1460-0081."

More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL (R-3) TO CITY OF PALATKA CONSERVATION (CON) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, BLK 146 DIV A OF LOT 8 PARCEL 42-10-27-6850-1460-0081.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 2025-28 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA RESIDENTIAL HIGH (RH) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS DISTRICT (PBG) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, ALL OF BLK 151 (TURNING LANE-, HWY 20 ONTO OSCEOLA ST) & ADJ, CLOSED FORWARD ST BK243 P291, PARCEL 42-10-27-6850-1510-0000, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA

Address:

Parcel No.:

Applicant:

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	PB25-04 Staff Report 050625 (1)
2.	Rezoning App
3.	Ord 25-28 FLUM0.16rev
4.	Business Impact ORD 2025-28

Case PB 25-04 –Amend FLUM and Rezone 0.16 acres at 42-10-27-6850-1510-0000
Address: Unassigned (Intersection of Crill Avenue and Osceola Street)
Applicant: City of Palatka
Agent: None

STAFF REPORT

DATE: May 6, 2025
TO: City Planning Board
FROM: Planning Director

APPLICATION REQUEST

The request would amend the Future Land Use Map designation from City of Palatka Residential High (RH) to Public Buildings and Grounds (PB) and rezone from Multiple-family Residential (R-3) to Public Buildings and Grounds district (PBG-1). The 0.16 acre parcel is owned by the City of Palatka and located at the intersection of Crill Avenue and Osceola Street. The site is currently vacant and abuts a cemetery.

Public notice issued by the city included legal advertisement in the *Palatka Daily News*, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The property is within the municipal limits of the City of Palatka and has no structures. There is a riverine approximately 90-feet in length that runs parallel to Crill Avenue from the west property line to the east property line. The site is adjacent to the West View Cemetery, which is also owned by the City of Palatka.

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Residential High (RH)	Multiple-family Residential (R-3)
North	Single-family Residential; few vacant parcels	Residential High (RH)	Multiple-family Residential (R-3)
South	West View Cemetery; American Legion Post 45	Public Buildings and Grounds; Residential High (RH)	Public Buildings and Grounds (PBG-1); Multiple-family Residential (R-3)
East	Vacant	Residential High (RH)	Multiple-family Residential (R-3)
West	West View Cemetery	Public Buildings and Grounds (PB)	Public Buildings and Grounds (PBG-1)

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

Future Land Use Change Analysis

Figure 1. Existing Future Land Use

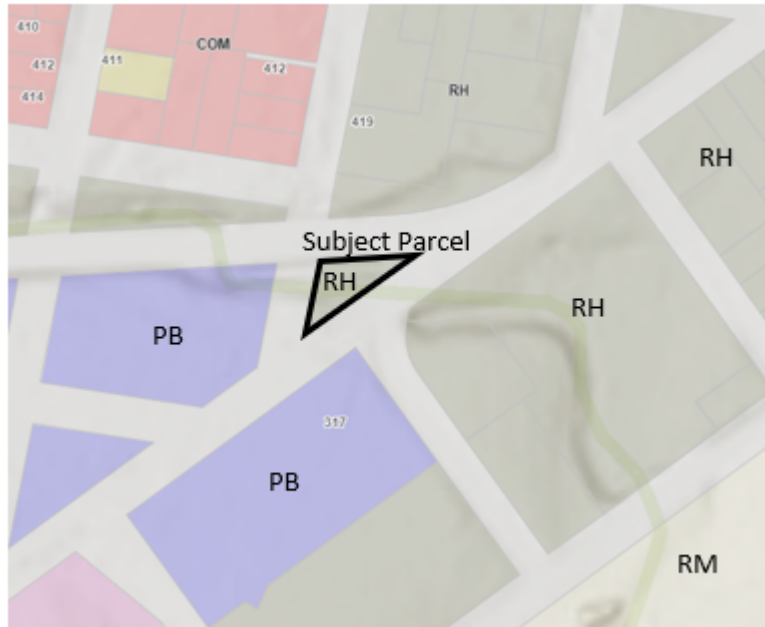
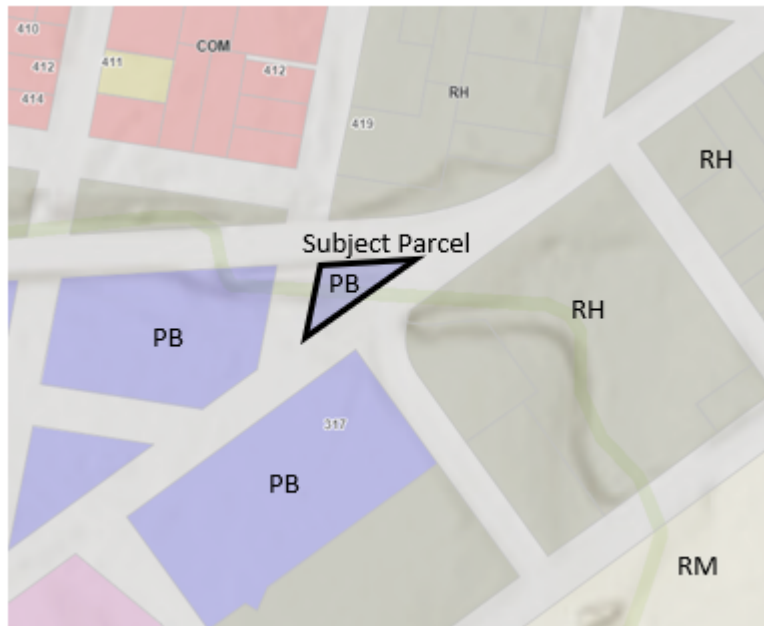


Figure 2. Proposed Future Land Use



The request is to change the Future Land Use from Residential High (RH) to Public Buildings and Grounds (PG).

Florida Statutes Chapter 163.3177(6) provide for the following land use change criteria to be considered.

- *Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*

Response: The parcel has a National Wetlands Inventory classification of R4SBCx which is defined by:

System **Riverine (R)**: The Riverine System includes all wetlands and deepwater habitats contained within a channel, with two exceptions: (1) wetlands dominated by trees, shrubs, persistent emergents, emergent mosses, or lichens, and (2) habitats with water containing ocean-derived salts of 0.5 ppt or greater. A channel is an open conduit either naturally or artificially created which periodically or continuously contains moving water, or which forms a connecting link between two bodies of standing water.

Subsystem **Intermittent (4)**: This Subsystem includes channels that contain flowing water only part of the year. When the water is not flowing, it may remain in isolated pools or surface water may be absent.

Class **Streambed (SB)**: Includes all wetlands contained within the Intermittent Subsystem of the Riverine System and all channels of the Estuarine System or of the Tidal Subsystem of the Riverine System that are completely dewatered at low tide.

Water Regime **Seasonally Flooded (C)**: Surface water is present for extended periods especially early in the growing season but is absent by the end of the growing season in most years. The water table after flooding ceases is variable, extending from saturated to the surface to a water table well below the ground surface.

Special Modifier **Excavated (x)**: This Modifier is used to identify wetland basins or channels that were excavated by humans.

- *Provide analysis of the minimum amount of land needed as determined by the local government.*
Response: The City of Palatka's last adopted 2008 Comprehensive Plan, Future Land Use element notes 58 acres of the Conservation district. There are not many areas within the city with this zoning classification and is primarily comprised of the Ravine Gardens.
- *Demonstrate the amendment does not further urban sprawl, as determined through the following tests:*
 - Low-intensity, low-density, or single-use development or uses.
 - Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
 - Radial, strip, isolated, or ribbon development patterns.
 - Development that fails to adequately protect and conserve natural resources and agricultural activities
 - Development that fails to maximize use of existing and future public facilities and services.
 - Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
 - Development that fails to provide a clear separation between rural and urban uses.

- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The conversion of the subject parcel to conservation would not contribute to urban sprawl. The Conservation (CON) district contains land and wetland areas with valuable environmental resources such as sensitive vegetation, high value habitat or high aquifer recharge potential. The district permits uses which preserve the natural character of the land.

Zoning Change Analysis

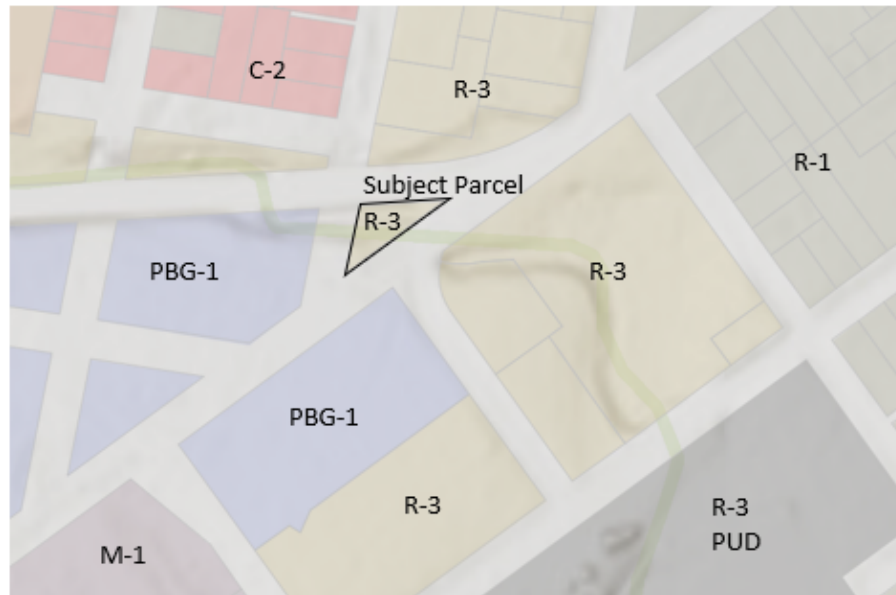


Figure 3. Existing Zoning

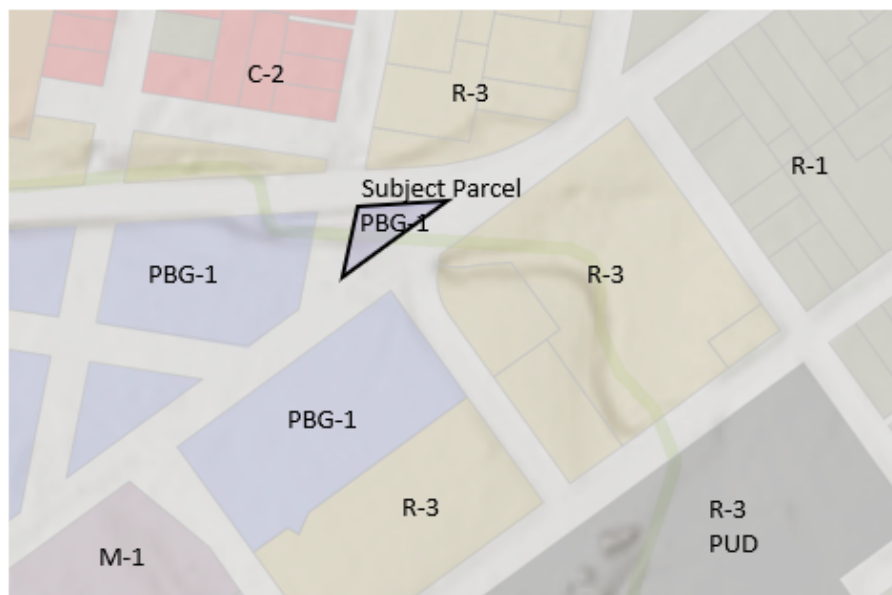


Figure 4. Proposed Zoning

Section 94-38(f)(1) of the Palatka Code of Ordinances requires that the report and recommendations of the Planning Board to the City Commission as required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

Section 94-38(f)(1) of the Palatka Code of Ordinances requires that the report and recommendations of the Planning Board to the City Commission as required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: The subject property is currently zoned Multiple-family Residential (R-3) and the Future Land Use designation is Residential High (RH). The change to Public Buildings and Grounds (PBG-1) zoning and Public Buildings and Grounds (PB) Future Land Use would be in conformity with the Comprehensive Plan.
- b. *The existing land use pattern.*
Response: There is a cemetery abutting the subject property which currently has a zoning classification of Public Buildings and Grounds (PBG-1).
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The rezoning request does not create an isolated district unrelated to adjacent and nearby districts.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: Not applicable.
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: Rezoning of the parcel would create a cohesive zoning block for this area.
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: Not applicable.
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: The proposed change should not adversely influence living conditions in the neighborhood. The change in zoning would preserve greenspace and protect the natural environment.
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*
Response: The change from Multiple-family Residential (R-3) to Conservation (CON) district should not create or excessively increase traffic congestion or otherwise affect public safety.
- i. *Whether the proposed change will create a drainage problem.*
Response: There should be no negative impact on drainage in the area.
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is anticipated, as the proposed zoning would limit physical development and use of the property.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: The proposed change should not adversely affect property values in the adjacent areas.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed change should not be a deterrent to the improvement of adjacent property in accord with existing regulations.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The City of Palatka is the current owner of the property. The rezoning of this site is for the general welfare of the public by preserving greenspace.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: There is a riverine located on the property as noted by the National Wetlands Inventory.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The proposed Public Buildings and Grounds (PBG-1) district would not be out of scale with the neighborhood. There are contiguous parcels to the west and south of the subject parcel that have this zoning classification.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: Not applicable.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

PB 25-04 Staff Recommendation

1. Staff recommends the request to amend the district boundary FLUM designation from City of Palatka Residential High (RH) to City of Palatka Public Buildings and Grounds (PB) be **approved** for parcel 42-10-27-6850-1510-0000.
2. Staff recommends the request to rezone from City of Palatka Multi-family Residential (R-3) to City of Palatka Public Buildings and Grounds (PBG-1) be **approved** for parcel 42-10-27-6850-1510-0000.



REZONING APPLICATION

DATE RECEIVED: _____
APP NUMBER: PB - _____
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.

REQUIRED ATTACHMENTS: (Checks payable to the City of Palatka)

- ☐ Site Plan (for planned development) ☐ Letter of Authorization ☐ Project Narrative
☐ Copy of Recorded Deed ☐ Legal Description ☐ Application Fee (Checks payable to the City of Palatka)

Property Information

1. Property Address: Unassigned - Intersections of Crill Ave, Osceola St, Morris St, Kirby St
2. Parcel Number: 42-10-27-6850-1460-0083; 42-10-27-6850-1460-0081; 42-10-27-6850-1510-0000
3. Lot size/acreage: 2.67 acres ±
4. Current Property Use: Vacant
5. Current Future Land Use Map Designation: Res. High
6. Proposed Future Land Use Map Designation (if applicable): Public Bldg and Grounds (PB6-1); Conservation (CON)
7. Proposed Use: N/A
8. Current Zoning Designation: R3 Requested Zoning Designation: PB6-1 + CON
9. Square footage of any proposed structures N/A Number & types of structures on property 0

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): City of Palatka
Mailing Address: 201 N. 2nd Street, Palatka FL 32977
Phone Number(s): 386 - 329 - 0600 Email: building - zoning@palatka-fl.gov

Agent/Contractor (Submit proof of authorization to act as agent with your application)

Name(s): _____
Mailing Address: _____
Phone Number(s): _____ Email: _____

ORDINANCE NO. 2025-28

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA RESIDENTIAL HIGH (RH) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS DISTRICT (PBG) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, ALL OF BLK 151 (TURNING LANE-, HWY 20 ONTO OSCEOLA ST) & ADJ, CLOSED FORWARD ST BK243 P291, PARCEL NO. 42-10-27-6850-1510-0000, PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application has been made by the City of Palatka Planning Department on behalf of the owner of said property: City of Palatka, for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

WHEREAS, Section 163.3187, Florida Statutes, provides for small-scale amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(2), Florida Statutes, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the City Planning Board conducted a public hearing on May 6, 2025, and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted a public hearing on July 24, 2025, and

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

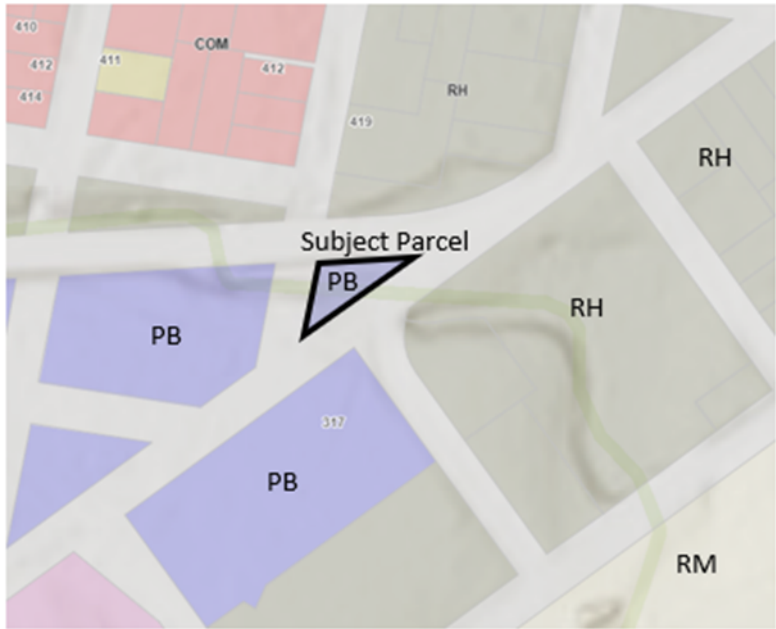
Section 1. Adopted Small Scale Amendment

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1
ADOPTED SMALL SCALE AMENDMENT**

<u>Parcel Number</u>	<u>Acreage</u>	<u>Current Future Land Use</u>	<u>Amended Future Land Use</u>
42-10-27-6850-1510-0000	0.16	City of Palatka Residential High (RH)	City of Palatka Public Building (PBG)

**DESCRIPTION OF PROPERTY:
DICKS MAP OF PALATKA MB2 P46, ALL OF BLK 151 (TURNING LANE-, HWY 20 ONTO OSCEOLA ST) & ADJ, CLOSED FORWARD ST BK243 P291, PARCEL 42-10-27-6850-1510-0000**



Section 2. The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, remain in full force and effect.

Section 3. Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. This Ordinance shall become effective immediately upon adoption; however, the effective date of this amendment to the City of Palatka Comprehensive Plan, if not timely challenged, shall be 31 days after adoption. If challenged within 30 days after adoption, this amendment shall become effective on the date the State land planning agency or the Administration Commission issues a final order determining this amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this amendment has become effective.

Section 5. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 24th day of July 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "FLUM for 42-10-27-6850-1510-0000."

More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM CITY OF PALATKA RESIDENTIAL HIGH (RH) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS DISTRICT (PBG) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, ALL OF BLK 151 (TURNING LANE-, HWY 20 ONTO OSCEOLA ST) & ADJ, CLOSED FORWARD ST BK243 P291, PARCEL 42-10-27-6850-1510-0000, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 2025-29 AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL (R-3) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS (PBG-1) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, ALL OF BLK 151 (TURNING LANE-, HWY 20 ONTO OSCEOLA ST) & ADJ, CLOSED FORWARD ST BK243 P291 PARCEL 42-10-27-6850-1510-0000.

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	PB25-04 Staff Report 050625 (1)
2.	Rezoning App
3.	Ord 25-29 reZoning0.16rev
4.	Business Impact ORD 2025-29

Case PB 25-04 –Amend FLUM and Rezone 0.16 acres at 42-10-27-6850-1510-0000
Address: Unassigned (Intersection of Crill Avenue and Osceola Street)
Applicant: City of Palatka
Agent: None

STAFF REPORT

DATE: May 6, 2025
TO: City Planning Board
FROM: Planning Director

APPLICATION REQUEST

The request would amend the Future Land Use Map designation from City of Palatka Residential High (RH) to Public Buildings and Grounds (PB) and rezone from Multiple-family Residential (R-3) to Public Buildings and Grounds district (PBG-1). The 0.16 acre parcel is owned by the City of Palatka and located at the intersection of Crill Avenue and Osceola Street. The site is currently vacant and abuts a cemetery.

Public notice issued by the city included legal advertisement in the *Palatka Daily News*, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The property is within the municipal limits of the City of Palatka and has no structures. There is a riverine approximately 90-feet in length that runs parallel to Crill Avenue from the west property line to the east property line. The site is adjacent to the West View Cemetery, which is also owned by the City of Palatka.

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Residential High (RH)	Multiple-family Residential (R-3)
North	Single-family Residential; few vacant parcels	Residential High (RH)	Multiple-family Residential (R-3)
South	West View Cemetery; American Legion Post 45	Public Buildings and Grounds; Residential High (RH)	Public Buildings and Grounds (PBG-1); Multiple-family Residential (R-3)
East	Vacant	Residential High (RH)	Multiple-family Residential (R-3)
West	West View Cemetery	Public Buildings and Grounds (PB)	Public Buildings and Grounds (PBG-1)

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

Future Land Use Change Analysis

Figure 1. Existing Future Land Use

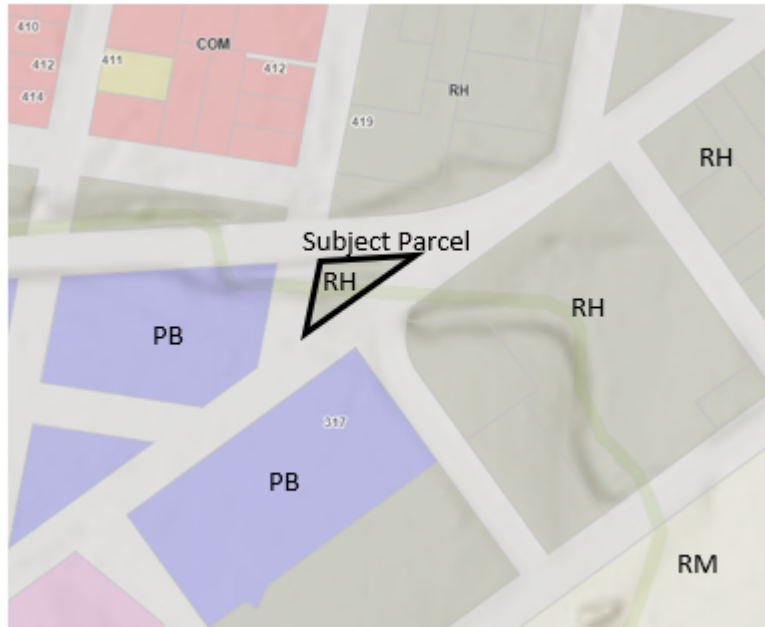
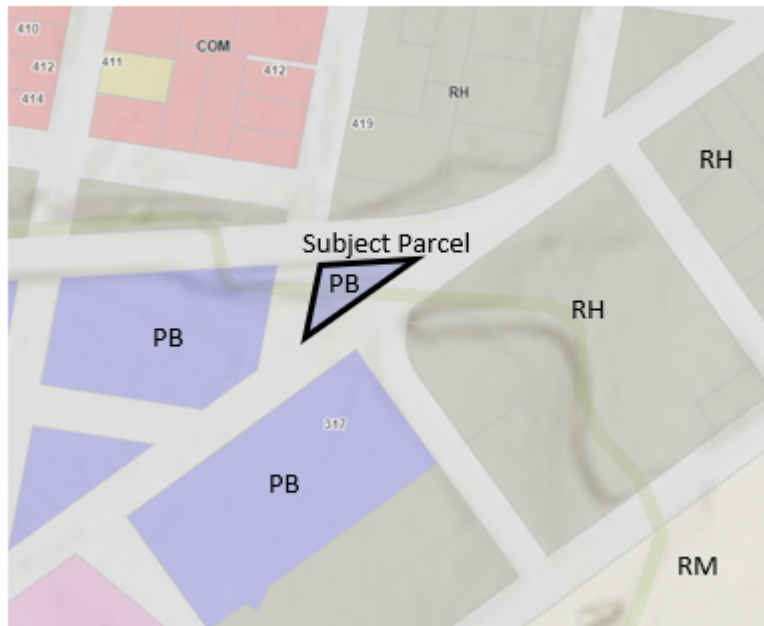


Figure 2. Proposed Future Land Use



The request is to change the Future Land Use from Residential High (RH) to Public Buildings and Grounds (PG).

Florida Statutes Chapter 163.3177(6) provide for the following land use change criteria to be considered.

- *Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*

Response: The parcel has a National Wetlands Inventory classification of R4SBCx which is defined by:

System **Riverine (R)**: The Riverine System includes all wetlands and deepwater habitats contained within a channel, with two exceptions: (1) wetlands dominated by trees, shrubs, persistent emergents, emergent mosses, or lichens, and (2) habitats with water containing ocean-derived salts of 0.5 ppt or greater. A channel is an open conduit either naturally or artificially created which periodically or continuously contains moving water, or which forms a connecting link between two bodies of standing water.

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Special Modifier **Excavated (x)**: This Modifier is used to identify wetland basins or channels that were excavated by humans.

- *Provide analysis of the minimum amount of land needed as determined by the local government.*
Response: The City of Palatka's last adopted 2008 Comprehensive Plan, Future Land Use element notes 58 acres of the Conservation district. There are not many areas within the city with this zoning classification and is primarily comprised of the Ravine Gardens.
- *Demonstrate the amendment does not further urban sprawl, as determined through the following tests:*
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 - Development that fails to maximize use of existing and future public facilities and services.
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 - Development that fails to provide a clear separation between rural and urban uses.

- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The conversion of the subject parcel to conservation would not contribute to urban sprawl. The Conservation (CON) district contains land and wetland areas with valuable environmental resources such as sensitive vegetation, high value habitat or high aquifer recharge potential. The district permits uses which preserve the natural character of the land.

Zoning Change Analysis

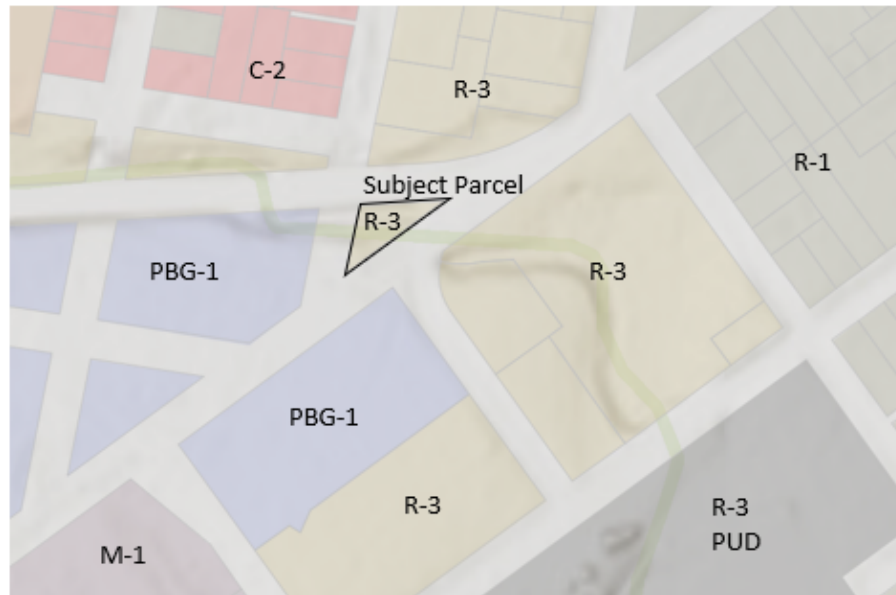


Figure 3. Existing Zoning

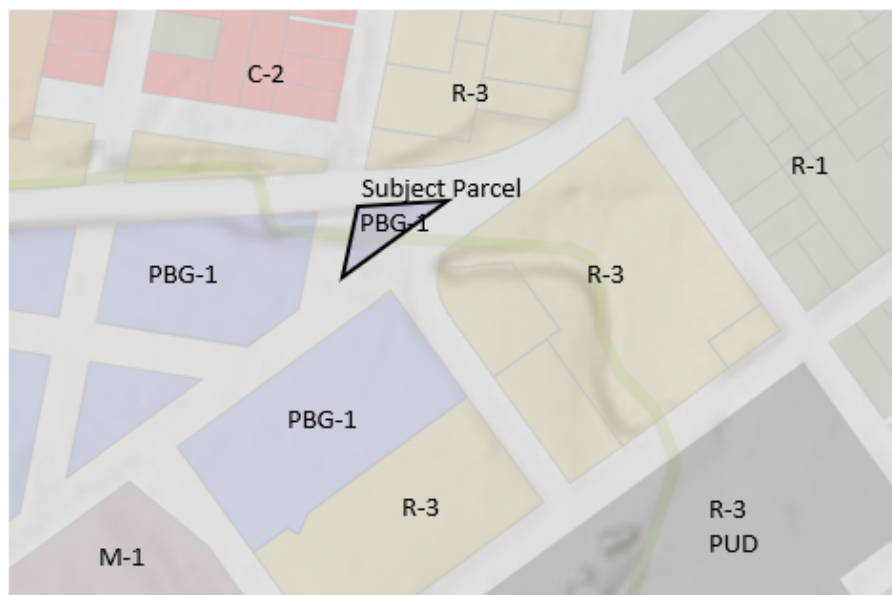


Figure 4. Proposed Zoning

Section 94-38(f)(1) of the Palatka Code of Ordinances requires that the report and recommendations of the Planning Board to the City Commission as required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

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- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: The subject property is currently zoned Multiple-family Residential (R-3) and the Future Land Use designation is Residential High (RH). The change to Public Buildings and Grounds (PBG-1) zoning and Public Buildings and Grounds (PB) Future Land Use would be in conformity with the Comprehensive Plan.
- b. *The existing land use pattern.*
Response: There is a cemetery abutting the subject property which currently has a zoning classification of Public Buildings and Grounds (PBG-1).
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The rezoning request does not create an isolated district unrelated to adjacent and nearby districts.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: Not applicable.
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: Rezoning of the parcel would create a cohesive zoning block for this area.
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: Not applicable.
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: The proposed change should not adversely influence living conditions in the neighborhood. The change in zoning would preserve greenspace and protect the natural environment.
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*
Response: The change from Multiple-family Residential (R-3) to Conservation (CON) district should not create or excessively increase traffic congestion or otherwise affect public safety.
- i. *Whether the proposed change will create a drainage problem.*
Response: There should be no negative impact on drainage in the area.
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is anticipated, as the proposed zoning would limit physical development and use of the property.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: The proposed change should not adversely affect property values in the adjacent areas.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed change should not be a deterrent to the improvement of adjacent property in accord with existing regulations.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The City of Palatka is the current owner of the property. The rezoning of this site is for the general welfare of the public by preserving greenspace.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: There is a riverine located on the property as noted by the National Wetlands Inventory.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The proposed Public Buildings and Grounds (PBG-1) district would not be out of scale with the neighborhood. There are contiguous parcels to the west and south of the subject parcel that have this zoning classification.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: Not applicable.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

PB 25-04 Staff Recommendation

1. Staff recommends the request to amend the district boundary FLUM designation from City of Palatka Residential High (RH) to City of Palatka Public Buildings and Grounds (PB) be **approved** for parcel 42-10-27-6850-1510-0000.
2. Staff recommends the request to rezone from City of Palatka Multi-family Residential (R-3) to City of Palatka Public Buildings and Grounds (PBG-1) be **approved** for parcel 42-10-27-6850-1510-0000.



REZONING APPLICATION

DATE RECEIVED: _____
APP NUMBER: PB - _____
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.

REQUIRED ATTACHMENTS: (Checks payable to the City of Palatka)

- ☐ Site Plan (for planned development) ☐ Letter of Authorization ☐ Project Narrative
☐ Copy of Recorded Deed ☐ Legal Description ☐ Application Fee (Checks payable to the City of Palatka)

Property Information

1. Property Address: Unassigned - Intersections of Crill Ave, Osceola St, Morris St, Kirby St
2. Parcel Number: 42-10-27-6850-1460-0083; 42-10-27-6850-1460-0081; 42-10-27-6850-1510-0000
3. Lot size/acreage: 2.67 acres ±
4. Current Property Use: Vacant
5. Current Future Land Use Map Designation: Res. High
6. Proposed Future Land Use Map Designation (if applicable): Public Bldg and Grounds (PB6-1); Conservation (CON)
7. Proposed Use: N/A
8. Current Zoning Designation: R3 Requested Zoning Designation: PB6-1 + CON
9. Square footage of any proposed structures N/A Number & types of structures on property 0

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): City of Palatka
Mailing Address: 201 N. 2nd Street, Palatka FL 32977
Phone Number(s): 386 - 329 - 0600 Email: building - zoning@palatka-fl.gov

Agent/Contractor (Submit proof of authorization to act as agent with your application)

Name(s): _____
Mailing Address: _____
Phone Number(s): _____ Email: _____

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL 32177

ORDINANCE NO. 2025-29

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL (R-3) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS (PBG-1) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, ALL OF BLK 151 (TURNING LANE-, HWY 20 ONTO OSCEOLA ST) & ADJ, CLOSED FORWARD ST BK243 P291 PARCEL 42-10-27-6850-1510-0000, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the City of Palatka Planning Department on behalf of the owner of said property: City of Palatka, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on May 6, 2025, and two public hearings before the City Commission of the City of Palatka on July 24, 2025, and August 28, 2025, and

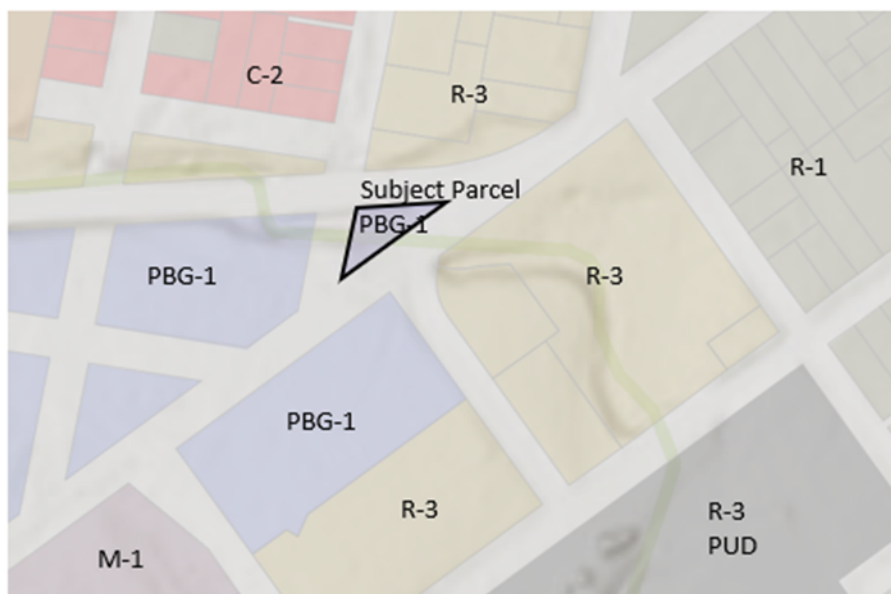
WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from the present zoning classification of City of Palatka Multiple-family Residential (R-3) to City of Palatka Public Buildings and Grounds (PBG-1) classification.

DESCRIPTION OF PROPERTY:

**DICKS MAP OF PALATKA MB2 P46, ALL OF BLK 151 (TURNING LANE-, HWY 20 ONTO OSCEOLA ST) & ADJ, CLOSED FORWARD ST BK243 P291
Putnam County Property Appraiser's Parcel No.: 42-10-27-6850-1510-0000**



Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 24th day of July 2025.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 28th day of August 2025.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Rezone for 42-10-27-6850-1510-0000."

More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL (R-3) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS (PBG-1) FOR THE FOLLOWING PROPERTY: DICKS MAP OF PALATKA MB2 P46, ALL OF BLK 151 (TURNING LANE-, HWY 20 ONTO OSCEOLA ST) & ADJ, CLOSED FORWARD ST BK243 P291 PARCEL 42-10-27-6850-1510-0000.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 2025-31

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 16-10-26-0000-0240-0013 , S1/2 OF NE1/4 OF NW1/4 OR1715 P589, KELLEY SMITH SCHOOL ROAD, PALATKA, FLORIDA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA.

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request to annex one parcel, approximately 5.5 acres, into the City of Palatka for the purpose of connecting to the city's water and sewer system; amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF), and rezone from Putnam County Agricultural (AG) to City of Palatka Public Buildings and Grounds (PBG-1).

BACKGROUND

The application is for approx. 5.5 acres parcel located at 0 Kelley Smith School Rd. next to the Kelley Smith Elementary school. The Putnam County School District's ultimate goal is to expand the existing school district facilities. The property is currently vacant. The applicant wishes to connect to the City's water & sewer facilities which are available nearby. The parcel is adjacent to the City boundaries.

PROJECT ANALYSIS

Staff Recommendation

1. Staff recommends the request to annex the approximately 5.5 acre property into the City be approved.
2. Staff recommends the request to amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF) be approved.
3. Staff recommends the request to rezone from Putnam County Agricultural (AG) to City of Palatka Public Buildings and Grounds (PBG-1) be approved.

ATTACHMENTS

1.	PB 25-08 0 Kelley Smith Staff Report
2.	Ord 25-31 ANNEX PB 25-08
3.	Business Impact ORD 2025-31
4.	Annex App & Fee
5.	Aerial Photo Kelley Smith School Rd.
6.	MAP 0 Kelley Smith School Rd
7.	Deed

Case PB 25-08- Annex, Amend Future Land Use Map and Rezone
Address: 16-10-26-0000-0240-0013 Kelley Smith School Rd., Approx. 5.5 acres
Applicants: Putnam County School District Board

STAFF REPORT

DATE: May 23, 2025

TO: City of Palatka Planning Board

FROM: STAFF

APPLICATION REQUEST

Request to annex one parcel, approximately 5.5 acres, into the City of Palatka for the purpose of connecting to the city's water and sewer system; amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF), and rezone from Putnam County Agricultural (AG) to City of Palatka Public Buildings and Grounds (PBG-1).

Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The application is for approx. 5.5 acres parcel located at 0 Kelley Smith School Rd. next to the Kelley Smith Elementary school. The Putnam County School District's ultimate goal is to expand the existing school district facilities. The property is currently vacant. The applicant wishes to connect to the City's water & sewer facilities which are available nearby. The parcel is adjacent to the City boundaries.

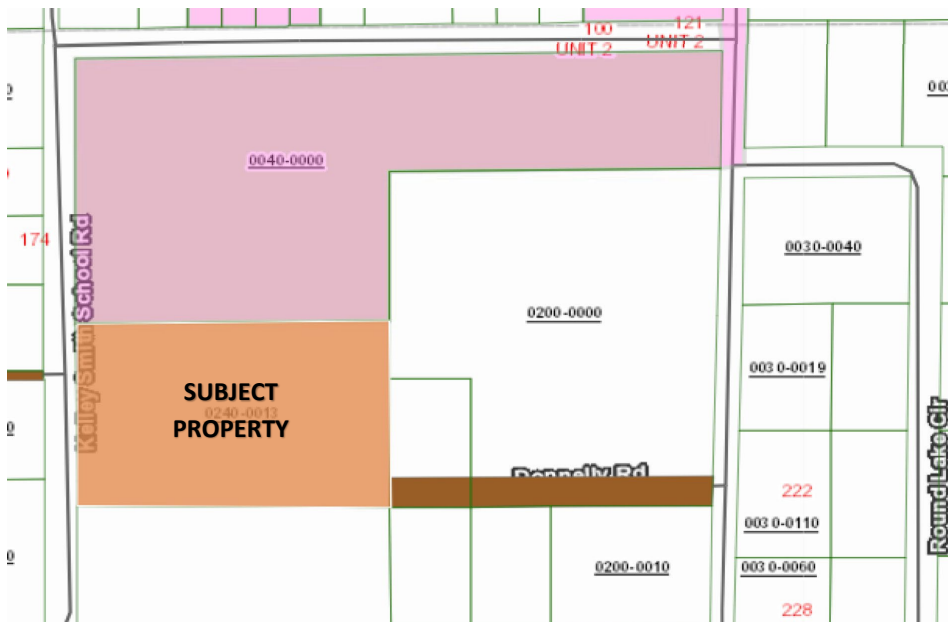


Figure 1: Subject site with City boundaries shown.

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & PC Urban Reserve (UR)	Putnam County Agricultural (AG)
Property Proposed	School Related	City of Palatka Public Buildings/Grounds/Other Public Facilities (PF)	City of Palatka Public Buildings and Grounds (PBG-1)
North	City Kelley Smith School	City Public Buildings/Grounds/Other Public Facilities	City Residential, two-family, residential (R-2)
South	County Agricultural	County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR)	County Agricultural (AG)
East	County Agricultural	County Public Buildings/Grounds/Other Public Facilities (PF)	County Agricultural Estate (AE)
West	County Agricultural	County Urban Reserve (UR)	County Agricultural (AG)

PROJECT ANALYSIS**Annexation Analysis**

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be “reasonably compact”.

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality’s boundary. As shown previously, in **Figure 1:** Subject site, the property is contiguous to the City limits to the north of the parcel.

Compactness: The statute provides a definition for compactness that requires an annexation to be for properties in a single area and precludes any action that would create or increase enclaves, pockets, or finger areas in serpentine patterns. Annexing this property meets the standard of compactness because it does not create an enclave or pocket.

Connection to Water: Water and sewer are available to the site in question. The applicant desires to connect to the City water and sewer system. The system is adequate to handle the annexation of the site.

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for

areas outside of City limits is conditioned upon annexation only when those properties become contiguous.

Future Land Use Change Analysis

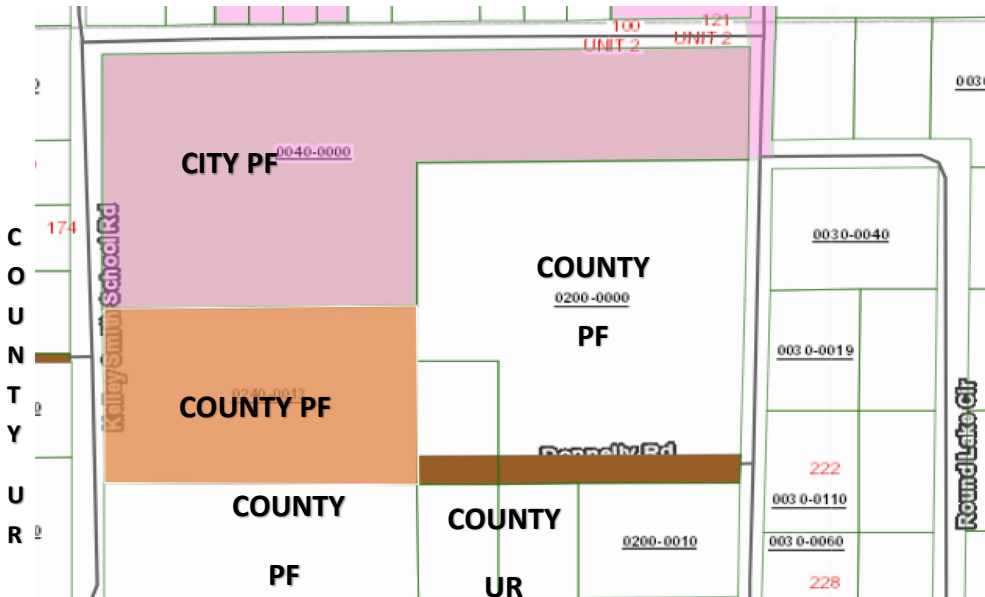


Figure 2: Current Future Land Use

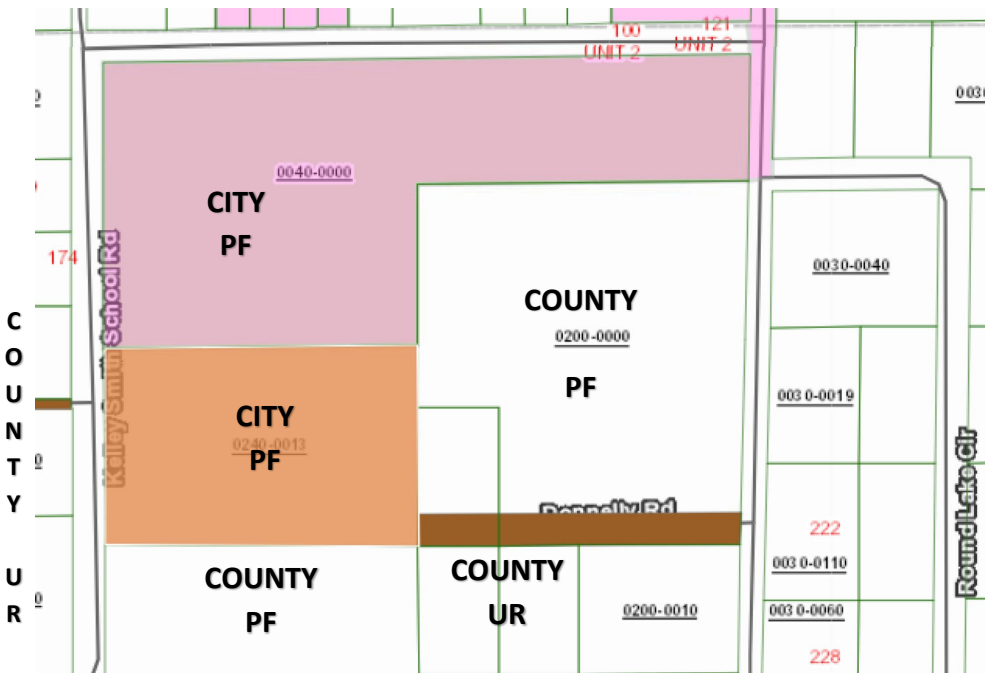


Figure 3: Proposed Future Land Use

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Response: Staff is not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations. Nor is staff aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

Response: The applicant proposes to continue the neighboring use of school related facilities.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests:

- Low-intensity, low-density, or single-use development or uses.
- Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
- Radial, strip, isolated, or ribbon development patterns.
- Development that fails to adequately protect and conserve natural resources and agricultural activities
- Development that fails to maximize use of existing and future public facilities and services.
- Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
- Development that fails to provide a clear separation between rural and urban uses.
- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The annexation of this parcel would not contribute to urban sprawl and will not create an undo burden on the water system. Property to the North has water and sewer connections. This annexation would be contiguous, as it borders City limits to the North. The use of this parcel will be school related.

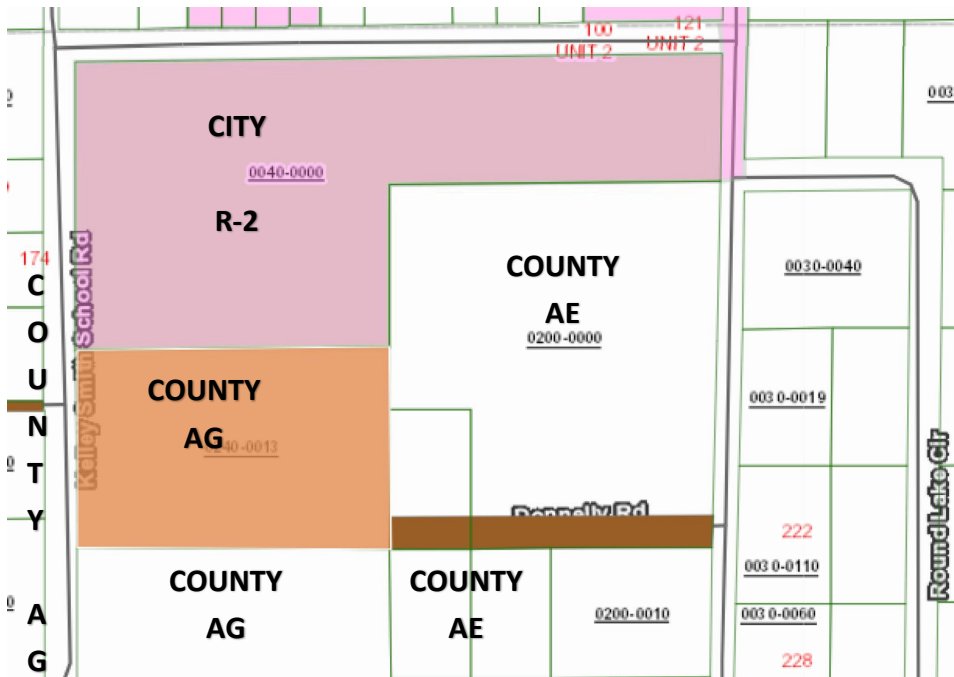


Figure 4: Current Zoning

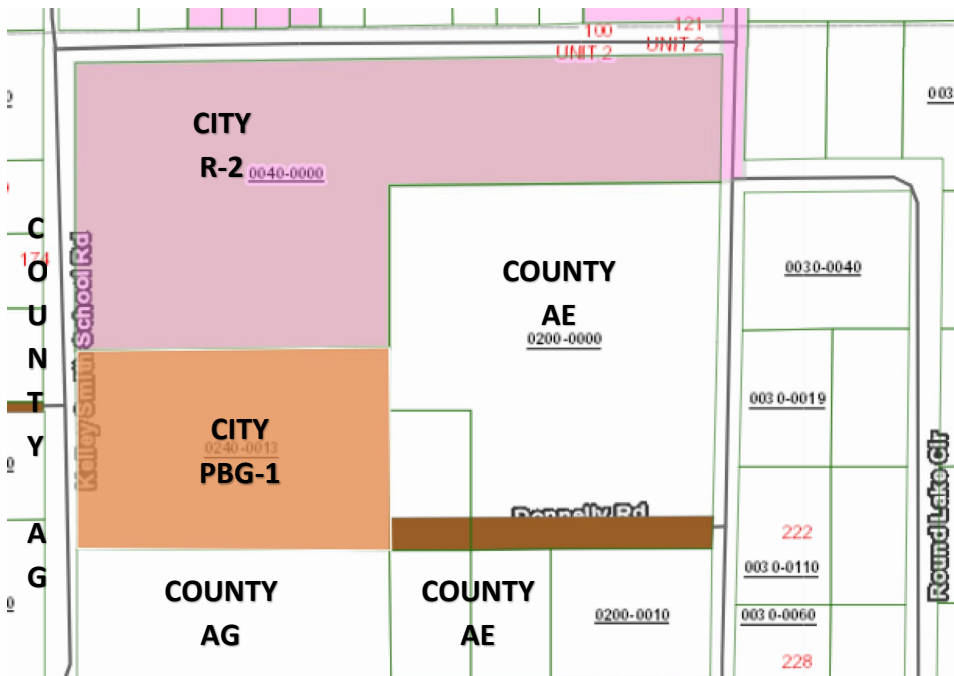


Figure 5; Proposed zoning

Zoning Analysis

Section 94-38(f)(1) requires that the report and recommendations of the Planning Board to the City Commission required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: When a property is annexed into the city, it is often given a similar Future Land Use and Zoning to what existed when in the County. The subject property

currently has a Putnam County Public Buildings/Grounds/Other Public Facilities (PF) land use classification. The proposed rezoning conforms with the Comprehensive Plan.

b. *The existing land use pattern.*

Response: The existing land use pattern in this area is a mix of institutional, residential, and vacant land uses. The proposed land use will not alter existing land use patterns.

c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*

Response: The parcel is vacant with school facilities projected. There is already school use next to the subject parcel and being annexed into the city will not alter the existing relationship of the surrounding area.

d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*

Response: The subject property is vacant with a proposed school use which is adjoining school property already developed. There will be no increase in population or overtaxing of the load on public facilities.

e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Response: Surrounding parcels are mixed development of school, residential and agricultural. Amending the property zoning to City of Palatka Public Buildings and Grounds (PBG-1) will keep proposed conditions within the same uses.

f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*

Response: The City endeavors to convert properties on well and septic systems to City water and sewer in order to reduce pollutants released into ground water and increase revenue to the City's water and sewer funds. Conditions in the area of the subject parcel will remain unchanged. Putnam County School Board intends to expand the existing educational facilities.

g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*

Response: The immediate neighborhood around the subject parcel is a long established school. Any existing living conditions will not change with approval.

h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Response: The traffic patterns in the area are already established and will remain the same nor will it affect public safety. It's not anticipated to be a significant increase of existing daily trips.

i. *Whether the proposed change will create a drainage problem.*

Response: There should be no impact on drainage in the area.

j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is expected.

k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: There should be no impact on property values as it will be an expansion of an existing use.

- l. Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed rezoning will not be a deterrent for the improvement of adjacent property.

- m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The proposed rezoning will not grant a special privilege to the property owner.

- n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: The zoning classifications for the use in this area do not differ substantially. The reason for amending the existing zoning is due to the annexation of the parcel into the city limits and connecting it to City water and sewer facilities for school related use.

- o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The immediate area is institutional and residential in nature. The zoning already exists and is a part of the neighborhood.

- p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: It is not impossible, but the purpose of this request is to obtain water & sewer services from the City. The property has a proposed use of school facilities, this zoning is already established in this neighborhood.

- q. The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

Staff Recommendation

1. Staff recommends the request to annex the approximately 5.5 acre property into the City be approved.
2. Staff recommends the request to amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF) be approved.
3. Staff recommends the request to rezone from Putnam County Agricultural (AG) to City of Palatka Public Buildings and Grounds (PBG-1) be approved.

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL., 32177

ORDINANCE NO. 2025-31

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 16-10-26-0000-0240-0013 , S1/2 OF NE1/4 OF NW1/4 OR1715 P589, KELLEY SMITH SCHOOL ROAD, PALATKA, FLORIDA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, authorized to be signed by the freehold owner of the property sought to be annexed, to wit: Putnam County School District Board, and

WHEREAS, Chapter 171.044, Florida Statutes, permits the voluntary annexation of unincorporated areas lying adjacent and contiguous to the boundaries of the City of Palatka, and

WHEREAS, the City Planning Board conducted a public hearing on July 1st, 2025, and recommended approval of this annexation to the City Commission, and

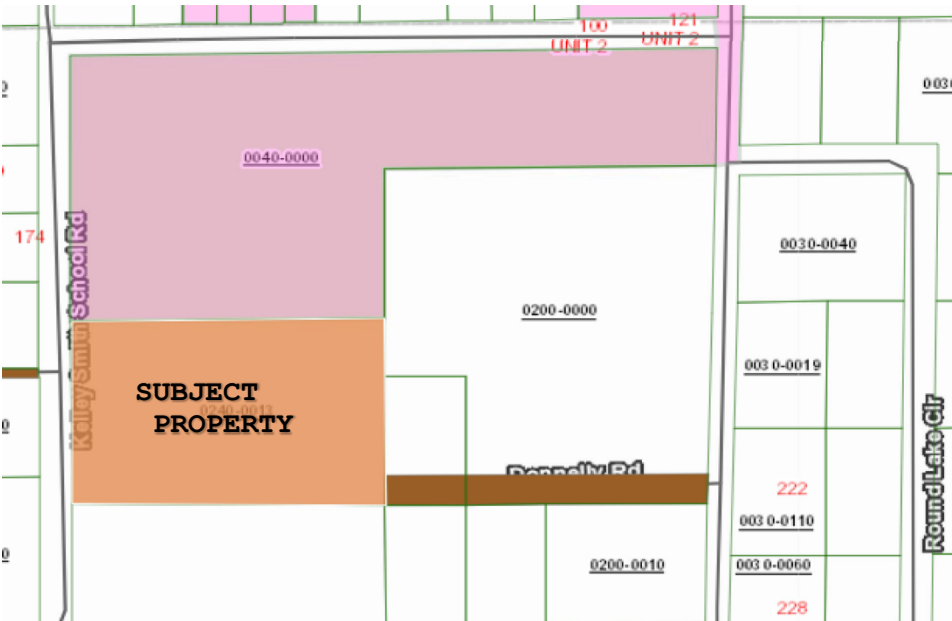
WHEREAS, the City Commission of the City of Palatka conducted public hearings on July 24th, 2025, and August 28th, 2025, and

WHEREAS, the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka; and

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

Section 1. That the following described unincorporated lands lying adjacent and contiguous to the boundaries of the City of Palatka, Florida shall henceforth be deemed and held to be within the corporate limits of the City of Palatka, Florida said lands being described as follows:

DESCRIPTION OF PROPERTY:
S1/2 OF NE1/4 OR1715 P589; KELLEY SMITH SCHOOL ROAD
PARCEL 16-10-26-0000-0240-0013



Section 2. That a copy of this ordinance shall be sent to the Municipal Code Corporation for inclusion in the City’s Charter.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 24th day of July 2025.

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

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Ordinance 2025-31 Annexation of PARCEL 16-10-26-0000-0240-0013" More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 16-10-26-0000-0240-0013 , S1/2 OF NE1/4 OF NW1/4 OR1715 P589, KELLEY SMITH SCHOOL ROAD, PALATKA, FLORIDA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.



ANNEXATION APPLICATION

DATE RECEIVED: 4/28/25
APP NUMBER: PB - 25-09
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

Annexation: \$700.00 Small scale amendment <50 acres: \$1440.00 Large scale amendment >50 acres: \$2390.00

- | | |
|--|--|
| ☐ Application Fee | ☐ Site Map |
| ☐ Copy of Recorded Deed | ☐ Project Narrative |
| ☐ Legal Description | ☐ Site Plan (for planned development) |
| ☐ Letter of Authorization | ☐ Supplementary Information |
| ☐ Survey | |

Property Information

- Property Address: NONE
- Parcel Number: 16-10-26-0000-0240-0013
- Parcel Dimensions: Approximately 413 ft X 632 ft (5.5 ACRES)
- Current Property Use: VACANT
- Current Future Land Use Map Designation: City: _____ County: PF
- Proposed Future Land Use Map Designation (if applicable): City: _____ County: _____
- Proposed Use: _____
- Current Zoning Designation: AG Requested Zoning Designation: PBG-1
- Square footage of any proposed structures _____ Number & types of structures on property _____

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Putnam County District School Board
Mailing Address: 200 Reid Street, Palatka FL 32177
Phone Number(s): 386-329-0630 Email: tbolling@my.putnamschools.org

Agent/Contractor (Submit proof of authorization to act as agent with your application)

Name(s): Donald F. Holmes, Esq. of Holmes & Young, P.A.
Mailing Address: 222 N. 3rd Street, Palatka FL
Phone Number(s): 386-328-1111 Email: Holmes@HolmesandYoung.com

To Be Notarized

Name (Print Name): Thomas D. Balling Sr., Assistant Scott Support Services

Signature: Thomas D. Balling Sr. Date: April 17, 2025

STATE OF Florida County of Putnam

Before me this day personally appeared Thomas D. Balling Sr. who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of April A.D. 2025.

(Notary Seal)



Melanie A. Bryan
Notary Public

My commission expires: 08/22/2027 State of Florida at Large.
Type of Identification Produced: Personally Known

For Official Use Only

Date Submitted: _____ FLUM Designation: _____
Received By: _____ Preliminary Review by: _____
Confirmed Current Zoning: _____ Date Legal Ad Ran: _____
(Allowable) Requested Zoning: _____ Sign(s) Posted Date: _____
Surrounding property owner's notices sent: _____

Attachments Reviewed:

- ☐ Copy of Recorded Deed
- ☐ Legal Description
- ☐ Survey
- ☐ Letter of Authorization
- ☐ Application Fee

City of Palatka
201 N 2ND ST
PALATKA FL 32177-3735
(386)329-0100
CASH RECEIPT

Date: 04/29/2025 OPER ID: AROMERO RECEIPT NO:F000691

RECEIVED FROM: ANNEX, FLUM AND REZONE

AMOUNT RECEIVED: 1,720.00 TYPE: CK CHECK: 504503

CHANGE DUE: 0.00

TOTAL RECEIVED: 1,720.00

DISTRIBUTION:

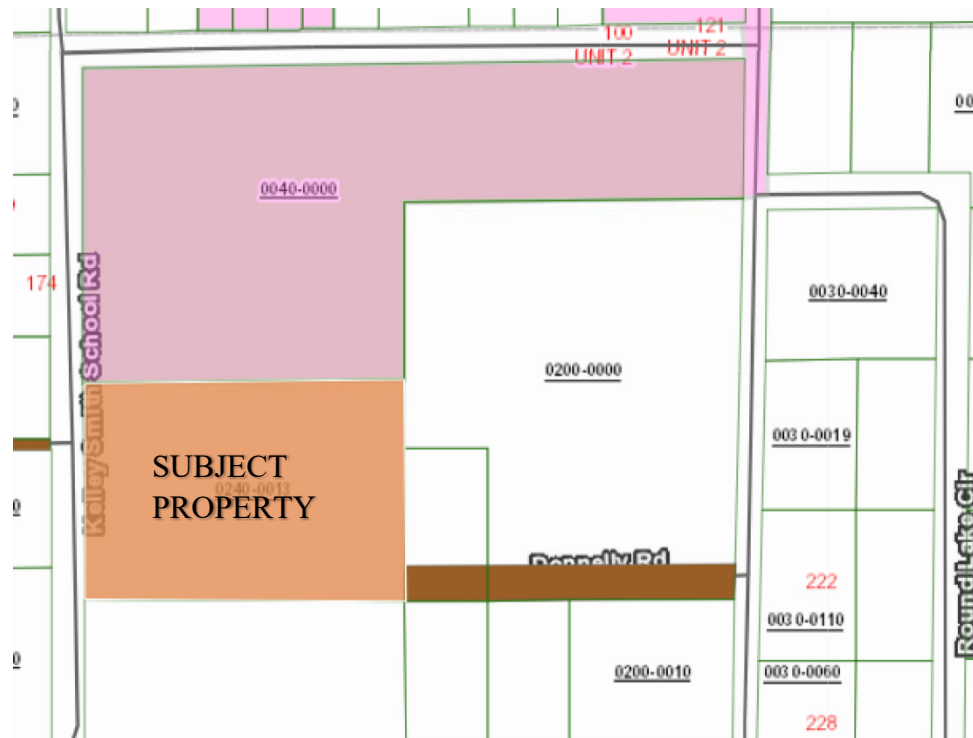
AMOUNT	ACCOUNT NUMBER	DESCRIPTION / FOR
1,720.00		ANNEX, FLUM AND REZONE
		16-10-26-0000-0200-0000
		16-10-26-0000-0240-0013

Kelley Smith
Elementary School

221 Round Lake Rd

Kelley Smith School Rd.

#16-10-26-0000-0240-0013



3

Return to:

Name: Putnam County District School Board

Address: 200 Reid Street
Palatka, FL 32177

This Instrument Prepared by: Walter Fortner

Address: Palatka Abstract & Title Ins. Inc
113 North 4th Street
Palatka, FL 32177
File No. 23-306

Property Appraiser's ID #:
16-10-26-0000-0240-0010

Inst: 202354014144 Date: 06/27/2023 Time: 4:10PM Doc Stamp-
Deed: 1050.00 By: CH, DC, Matt Reynolds, Putnam, County Page
1 of 3 B: 1715 P: 589

WARRANTY DEED

This Warranty Deed is executed this 15 day of June, 2023, by Christopher Kelley and Mallorie Kelley, husband and wife ("Grantor") to Putnam County District School Board ("Grantee").

"Grantor" and "Grantee" are used for singular or plural, as context requires.

Witnesseth, that Grantor, for the sum of \$150,000 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

SEE EXHIBIT A

This conveyance is subject to easements, restrictions, reservations, and limitations of record, if any, and together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

And, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land; and that Grantor will defend the same against the lawful claims of all persons whomever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

In Witness Whereof, Grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to all Grantors
in the presence of:

Marc Spalding
Signature of Witness 1

Marc Spalding
Print Name of Witness 1

Christopher Kelley
Signature of Grantor 1

Christopher Kelley

Mailing Address of Grantor 1

Walter Fortner
Signature of Witness 2

Walter Fortner
Print Name of Witness 2

Mallorie Kelley
Signature of Grantor 2

Mallorie Kelley

Mailing Address of Grantor 2

Notary Section:

STATE OF FLORIDA

COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 15 day of June, 2023, by Christopher Kelley and Mallorie Kelley.

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced: Florida Driver's License

(Signature of Notary Public) *Walter Fortner*

(Print, Type, or Stamp Commissioned Name of Notary Public) Walter Fortner

My Commission expires:

Affix Notary SEAL

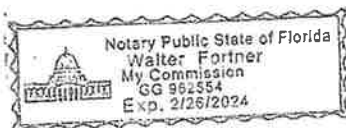


EXHIBIT A

A portion of the South 1/2 of the NE 1/4 of the NW 1/4 of Section 16, Township 10 South, Range 26 East, Putnam County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the North 1/2 of the NE 1/4 of the NW 1/4 of Section 16, Township 10 South, Range 26 East; thence N 89°01'31" E, along the South line of said North 1/2 of the NE 1/4 of the NW 1/4, 33.0 feet to a line lying 33.0 feet Easterly of the West line of said NE 1/4 of the NW 1/4 of Section 16, Township 10 South, Range 26 East and the Point of Beginning, said line also being the Easterly right of way line of Kelly Smith School Road as now established; thence continue N 89°01'31" E, along aforesaid South line of the North 1/2 of the NE 1/4 of the NW 1/4, 637.34 feet to the Northeast corner of the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 16, Township 10 South, Range 26 East; thence S 00°21'31" W, along the East line of said SW 1/4 of the NE 1/4 of the NW 1/4, a distance of 395.12 feet; thence N 88°04'02" W, 633.19 feet to aforesaid line lying 33.0 feet Easterly of the West line of said NE 1/4 of the NW 1/4; also being the Easterly right of way line of Kelly Smith School Road; thence N 00°18'34" W, along last said line, 361.41 feet to the Point of Beginning and to close.
Containing 5.50 Acres.

ORDINANCE NO. 2025-32

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED (LESS THAN 50 ACRES IN SIZE) FROM PUTNAM COUNTY PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) AND URBAN RESERVE (UR) TO CITY OF PALATKA PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) FOR THE FOLLOWING PROPERTY: KELLEY SMITH SCHOOL ROAD, PALATKA, FLORIDA 32177, S1/2 OF NE1/4 OF NW1/4 OR1715 P589 PARCEL 16-10-26-0000-0240-0013, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	Ord 25-32 FLUM PB 25-08
2.	FLUM app
3.	Business Impact ORD 2025-32
4.	Ord 25-32 FLUM PB 25-08

ORDINANCE NO. 2025-32

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED (LESS THAN 50 ACRES IN SIZE) FROM PUTNAM COUNTY PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) AND URBAN RESERVE (UR) TO CITY OF PALATKA PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) FOR THE FOLLOWING PROPERTY: KELLEY SMITH SCHOOL ROAD, PALATKA, FLORIDA 32177, S1/2 OF NE1/4 OF NW1/4 OR1715 P589 PARCEL 16-10-26-0000-0240-0013, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the Putnam County District School Board, for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

WHEREAS, Section 163.3187, Florida Statutes, provides for small-scale amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(2), Florida Statutes, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the City Planning Board conducted a public hearing on July 1st, 2025 and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted a public hearing on July 24th 2025, and

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

Section 1. Adopted Small Scale Amendment

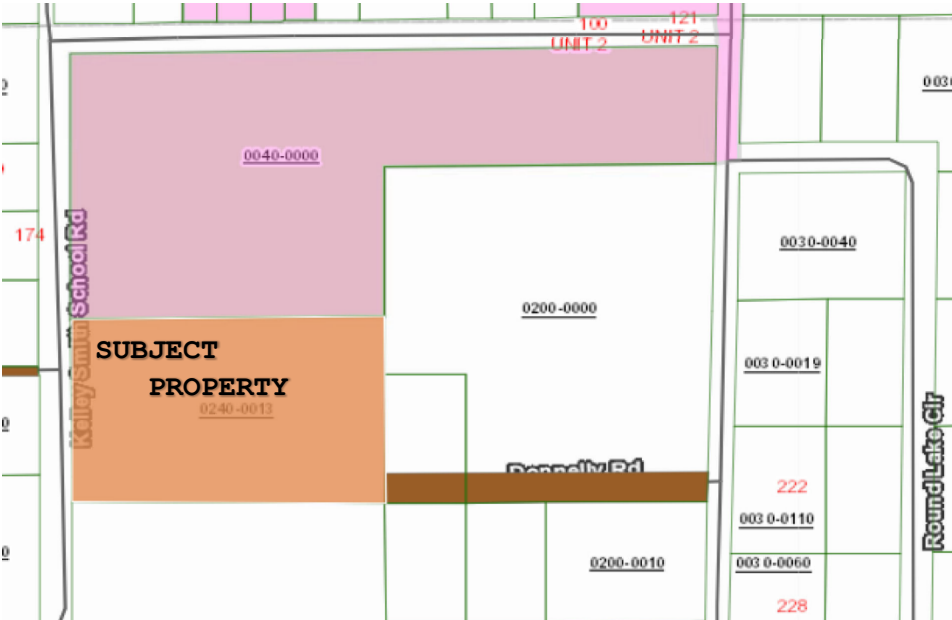
That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1
ADOPTED SMALL SCALE AMENDMENT**

<u>Parcel Number</u>	<u>Acreage</u>	<u>Current Future Land Use</u>	<u>Amended Future Land Use</u>
16-10-26-0000-0240-0013	5.5	Putnam County Public Buildings/Grounds/Other Public Facilities (PF) and Urban Reserve (UR)	City of Palatka Public Buildings/Grounds/Other Public Facilities (PF)

DESCRIPTION OF PROPERTY:

S1/2 OF NE1/4 OF NW1/4 OR1715 P589, PARCEL 16-10-26-0000-0240-00103, KELLEY SMITH SCHOOL ROAD PALATKA, FLORIDA 32177



Section 2. The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 3. Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. This Ordinance shall become effective immediately upon adoption; however, the effective date of this amendment to the City of Palatka Comprehensive Plan, if not timely challenged, shall be 31 days after adoption. If challenged within 30 days after adoption, this amendment shall become effective on the date the State land planning agency or the Administration Commission issues a final order determining this amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this amendment has become effective.

Section 5. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 24th day of July 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney



FLU AMENDMENT REZONING APPLICATION

DATE RECEIVED: _____
APP NUMBER: PB - _____
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

- | | |
|--|--|
| ☐ Application Fee | ☐ Site Map |
| ☐ Copy of Recorded Deed | ☐ Project Narrative |
| ☐ Legal Description | ☐ Site Plan (for planned development) |
| ☐ Letter of Authorization | ☐ Supplementary Information |
| ☐ Survey | |

Property Information

- Property Address: NONE
- Parcel Number: 16-10-26-0000-0240-0013
- Parcel Dimensions: Approximately 413 ft x 632 ft (5.5 acres)
- Current Property Use: VACANT
- Current Future Land Use Map Designation: City: _____ County: PF
- Proposed Future Land Use Map Designation (if applicable): City: _____ County: _____
- Proposed Use: School Related
- Current Zoning Designation: AG Requested Zoning Designation: PB6-7
- Square footage of any proposed structures _____ Number & types of structures on property _____

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Putnam County District School Board
Mailing Address: 200 Reid Street, Palatka, FL 32177
Phone Number(s): 386-329-0630 Email: +belling@my.putnamschools.org

Agent/Contractor (Submit proof of authorization to act as agent with your application)

Name(s): Donald E. Holmes, Esq. of Holmes and Young, P.A.
Mailing Address: 222 N. 3rd St, Palatka, FL 32177
Phone Number(s): 386-328-1111 Email: Holmes@HolmesandYoung.com

To Be Notarized

Name (Print Name): Thomas D. Bolling, Sr. Assistant Supt. Support Services

Signature: [Signature] Date: April 17, 2025

STATE OF Florida County of Putnam

Before me this day personally appeared Thomas D. Bolling Sr who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 17 day of April A.D. 2025.

(Notary Seal)



[Signature]
Notary Public

My commission expires: 08/22/2027 State of Florida at Large.
Type of Identification Produced: personally known

For Official Use Only

Date Submitted: _____ FLUM Designation: _____
Received By: _____ Preliminary Review by: _____
Confirmed Current Zoning: _____ Date Legal Ad Ran: _____
(Allowable) Requested Zoning: _____ Sign(s) Posted Date: _____
Surrounding property owner's notices sent: _____

Attachments Reviewed:

- ☐ Copy of Recorded Deed
- ☐ Legal Description
- ☐ Survey
- ☐ Letter of Authorization
- ☐ Application Fee

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Ordinance 2025-32 FLUM PARCEL 16-10-26-0000-0240-0013" More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED (LESS THAN 50 ACRES IN SIZE) FROM PUTNAM COUNTY PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) AND URBAN RESERVE (UR) TO CITY OF PALATKA PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) FOR THE FOLLOWING PROPERTY: KELLEY SMITH SCHOOL ROAD, PALATKA, FLORIDA 32177, S1/2 OF NE1/4 OF NW1/4 OR1715 P589 PARCEL 16-10-26-0000-0240-0013, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:

¹ See Section 166.041(4)(c), Florida Statutes.

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 2025-32

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED (LESS THAN 50 ACRES IN SIZE) FROM PUTNAM COUNTY PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) AND URBAN RESERVE (UR) TO CITY OF PALATKA PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) FOR THE FOLLOWING PROPERTY: KELLEY SMITH SCHOOL ROAD, PALATKA, FLORIDA 32177, S1/2 OF NE1/4 OF NW1/4 OR1715 P589 PARCEL 16-10-26-0000-0240-0013, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the Putnam County District School Board, for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

WHEREAS, Section 163.3187, Florida Statutes, provides for small-scale amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(2), Florida Statutes, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the City Planning Board conducted a public hearing on July 1st, 2025 and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted a public hearing on July 24th 2025, and

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

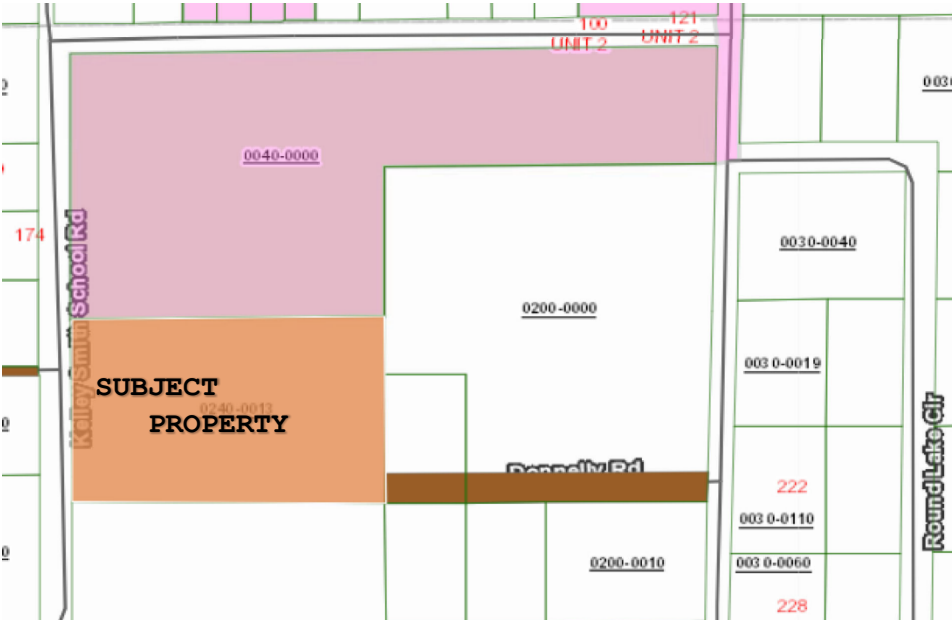
Section 1. Adopted Small Scale Amendment

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1
ADOPTED SMALL SCALE AMENDMENT**

<u>Parcel Number</u>	<u>Acreage</u>	<u>Current Future Land Use</u>	<u>Amended Future Land Use</u>
16-10-26-0000-0240-0013	5.5	Putnam County Public Buildings/Grounds/Other Public Facilities (PF) and Urban Reserve (UR)	City of Palatka Public Buildings/Grounds/Other Public Facilities (PF)

DESCRIPTION OF PROPERTY:
S1/2 OF NE1/4 OF NW1/4 OR1715 P589, PARCEL 16-10-26-0000-0240-00103, KELLEY SMITH SCHOOL ROAD PALATKA, FLORIDA 32177



Section 2. The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 3. Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. This Ordinance shall become effective immediately upon adoption; however, the effective date of this amendment to the City of Palatka Comprehensive Plan, if not timely challenged, shall be 31 days after adoption. If challenged within 30 days after adoption, this amendment shall become effective on the date the State land planning agency or the Administration Commission issues a final order determining this amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this amendment has become effective.

Section 5. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 24th day of July 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

ORDINANCE NO. 2025-33

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY AGRICULTURAL (AG) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS (PBG-1), FOR THE PROPERTY LOCATED AT KELLEY SMITH SCHOOL ROAD PALATKA, FLORIDA 32177, PARCEL 16-10-26-0000-0240-0013

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	PB 25-08 0 Kelley Smith Staff Report
2.	Ord 25-33 Zoning PB 25-08
3.	Business Impact ORD 2025-33

Case PB 25-08- Annex, Amend Future Land Use Map and Rezone
Address: 16-10-26-0000-0240-0013 Kelley Smith School Rd., Approx. 5.5 acres
Applicants: Putnam County School District Board

STAFF REPORT

DATE: May 23, 2025

TO: City of Palatka Planning Board

FROM: STAFF

APPLICATION REQUEST

Request to annex one parcel, approximately 5.5 acres, into the City of Palatka for the purpose of connecting to the city's water and sewer system; amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF), and rezone from Putnam County Agricultural (AG) to City of Palatka Public Buildings and Grounds (PBG-1).

Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The application is for approx. 5.5 acres parcel located at 0 Kelley Smith School Rd. next to the Kelley Smith Elementary school. The Putnam County School District's ultimate goal is to expand the existing school district facilities. The property is currently vacant. The applicant wishes to connect to the City's water & sewer facilities which are available nearby. The parcel is adjacent to the City boundaries.

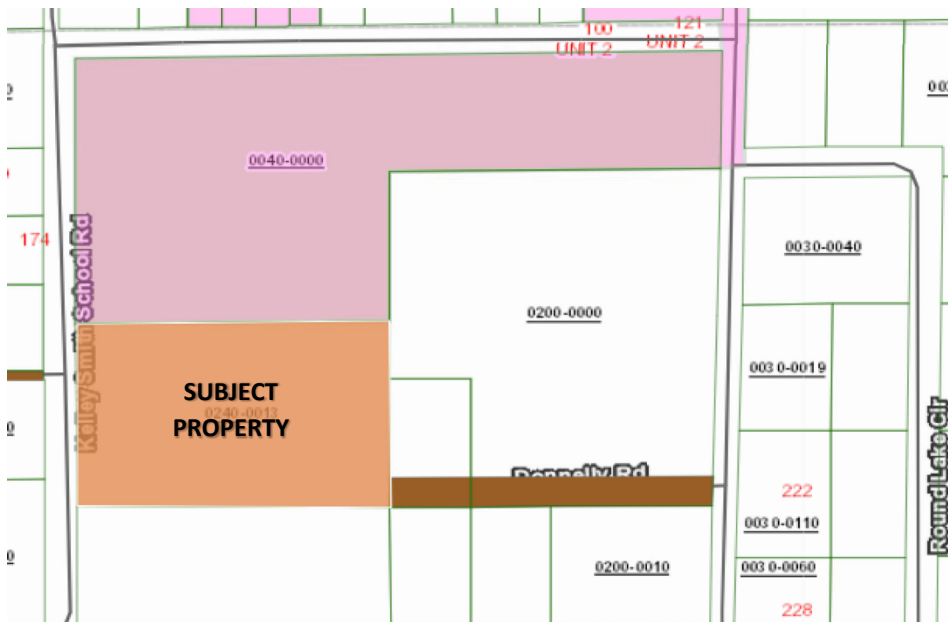


Figure 1: Subject site with City boundaries shown.

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & PC Urban Reserve (UR)	Putnam County Agricultural (AG)
Property Proposed	School Related	City of Palatka Public Buildings/Grounds/Other Public Facilities (PF)	City of Palatka Public Buildings and Grounds (PBG-1)
North	City Kelley Smith School	City Public Buildings/Grounds/Other Public Facilities (PF)	City Residential, two-family, residential (R-2)
South	County Agricultural	County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR)	County Agricultural (AG)
East	County Agricultural	County Public Buildings/Grounds/Other Public Facilities (PF)	County Agricultural Estate (AE)
West	County Agricultural	County Urban Reserve (UR)	County Agricultural (AG)

PROJECT ANALYSIS**Annexation Analysis**

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be “reasonably compact”.

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality’s boundary. As shown previously, in **Figure 1:** Subject site, the property is contiguous to the City limits to the north of the parcel.

Compactness: The statute provides a definition for compactness that requires an annexation to be for properties in a single area and precludes any action that would create or increase enclaves, pockets, or finger areas in serpentine patterns. Annexing this property meets the standard of compactness because it does not create an enclave or pocket.

Connection to Water: Water and sewer are available to the site in question. The applicant desires to connect to the City water and sewer system. The system is adequate to handle the annexation of the site.

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for

areas outside of City limits is conditioned upon annexation only when those properties become contiguous.

Future Land Use Change Analysis

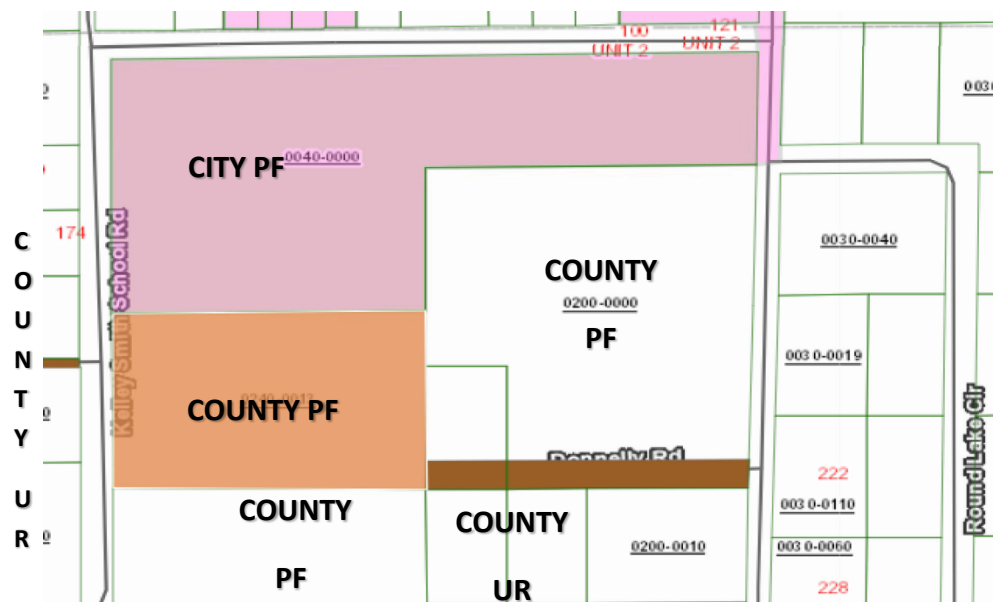


Figure 2: Current Future Land Use

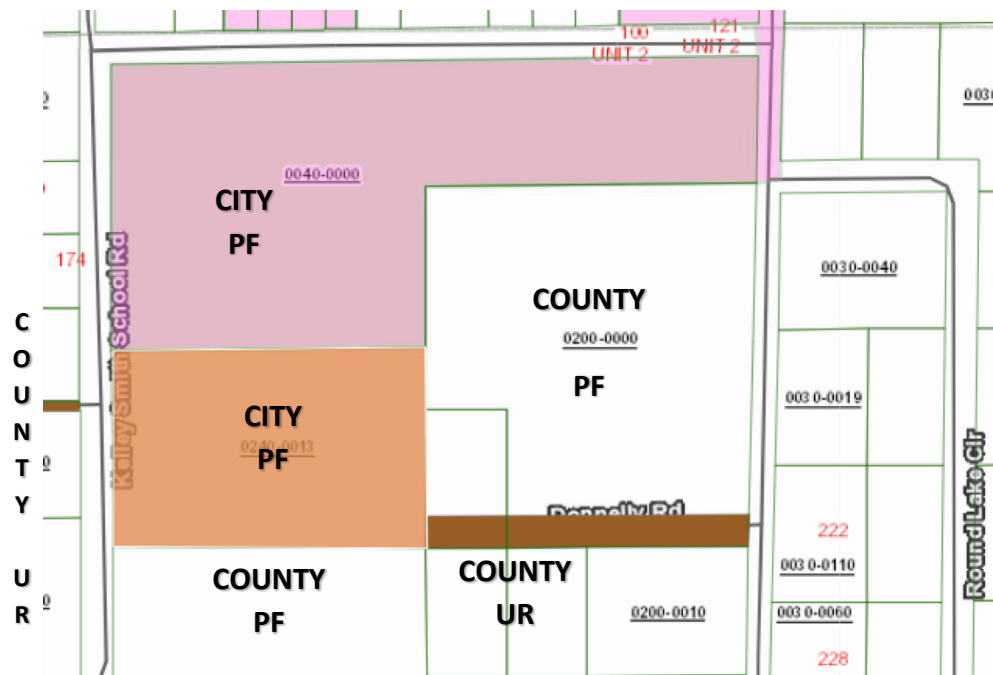


Figure 3: Proposed Future Land Use

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Response: Staff is not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations. Nor is staff aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

Response: The applicant proposes to continue the neighboring use of school related facilities.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests:

- Low-intensity, low-density, or single-use development or uses.
- Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
- Radial, strip, isolated, or ribbon development patterns.
- Development that fails to adequately protect and conserve natural resources and agricultural activities
- Development that fails to maximize use of existing and future public facilities and services.
- Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
- Development that fails to provide a clear separation between rural and urban uses.
- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The annexation of this parcel would not contribute to urban sprawl and will not create an undo burden on the water system. Property to the North has water and sewer connections. This annexation would be contiguous, as it borders City limits to the North. The use of this parcel will be school related.

currently has a Putnam County Public Buildings/Grounds/Other Public Facilities (PF) land use classification. The proposed rezoning conforms with the Comprehensive Plan.

b. *The existing land use pattern.*

Response: The existing land use pattern in this area is a mix of institutional, residential, and vacant land uses. The proposed land use will not alter existing land use patterns.

c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*

Response: The parcel is vacant with school facilities projected. There is already school use next to the subject parcel and being annexed into the city will not alter the existing relationship of the surrounding area.

d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*

Response: The subject property is vacant with a proposed school use which is adjoining school property already developed. There will be no increase in population or overtaxing of the load on public facilities.

e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Response: Surrounding parcels are mixed development of school, residential and agricultural. Amending the property zoning to City of Palatka Public Buildings and Grounds (PBG-1) will keep proposed conditions within the same uses.

f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*

Response: The City endeavors to convert properties on well and septic systems to City water and sewer in order to reduce pollutants released into ground water and increase revenue to the City's water and sewer funds. Conditions in the area of the subject parcel will remain unchanged. Putnam County School Board intends to expand the existing educational facilities.

g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*

Response: The immediate neighborhood around the subject parcel is a long established school. Any existing living conditions will not change with approval.

h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Response: The traffic patterns in the area are already established and will remain the same nor will it affect public safety. It's not anticipated to be a significant increase of existing daily trips.

i. *Whether the proposed change will create a drainage problem.*

Response: There should be no impact on drainage in the area.

j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is expected.

k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: There should be no impact on property values as it will be an expansion of an existing use.

- l. Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed rezoning will not be a deterrent for the improvement of adjacent property.

- m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The proposed rezoning will not grant a special privilege to the property owner.

- n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: The zoning classifications for the use in this area do not differ substantially. The reason for amending the existing zoning is due to the annexation of the parcel into the city limits and connecting it to City water and sewer facilities for school related use.

- o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The immediate area is institutional and residential in nature. The zoning already exists and is a part of the neighborhood.

- p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: It is not impossible, but the purpose of this request is to obtain water & sewer services from the City. The property has a proposed use of school facilities, this zoning is already established in this neighborhood.

- q. The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

Staff Recommendation

1. Staff recommends the request to annex the approximately 5.5 acre property into the City be approved.
2. Staff recommends the request to amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF) be approved.
3. Staff recommends the request to rezone from Putnam County Agricultural (AG) to City of Palatka Public Buildings and Grounds (PBG-1) be approved.

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL, 32177

ORDINANCE NO. 2025-33

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY AGRICULTURAL (AG) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS (PBG-1), FOR THE PROPERTY LOCATED AT KELLEY SMITH SCHOOL ROAD PALATKA, FLORIDA 32177, PARCEL 16-10-26-0000-0240-0013; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the Putnam County School District Board, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on July 1st, 2025, and two public hearings before the City Commission of the City of Palatka on July 24th, 2025, and August 28th, 2025, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from the present zoning classification of Putnam County Agricultural (AG) to City of Palatka Public Buildings and Grounds (PBG-1) classification.

DESCRIPTION OF PROPERTY: S1/2 OF NE1/4 OF NW1/4 OR1715 P589, PARCEL 16-10-26-0000-0240-0013

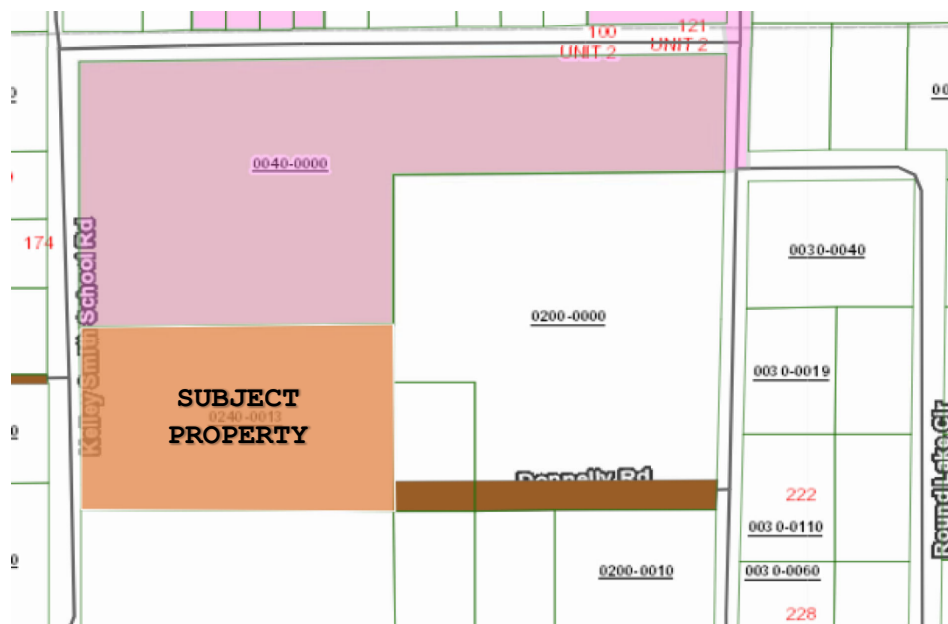


Figure 1: Zoning map.

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission, however, the rezoning shall not become effective until the amendment to the City of Palatka Comprehensive Plan adopted by Ordinance No. 2024-08 becomes effective as provided therein.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 5. This ordinance is exempt from provisions of the statute, Chapter 2023-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 24th day of July 2025.

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

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Ordinance 2025-33 Rezone PARCEL 16-10-26-0000-0240-0013" More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY AGRICULTURAL (AG) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS (PBG-1), FOR THE PROPERTY LOCATED AT KELLEY SMITH SCHOOL ROAD PALATKA, FLORIDA 32177, PARCEL 16-10-26-0000-0240-0013; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 2025-34

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 16-10-26-0000-0200-0000, E1/2 OF S1/2 OF N1/2 OF NE, 1/4 OF NW1/4, SE1/4 OF NE, 1/4 OF NW1/4 (EX OR462 P716 OR468 P472 OR469, P1985 OR543 P658) 221 ROUND LAKE ROAD, PALATKA, FLORIDA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA.

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request to annex one parcel, approximately 9.99 acres, into the City of Palatka for the purpose of connecting to the city's water and sewer system; amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF), and rezone from Putnam County Unincorporated Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1).

BACKGROUND

The application is for approx. 9.99 acres parcel located at 221 Round Lake Rd. next to the Kelley Smith Elementary School. The Putnam County School District's ultimate goal is to expand the existing school district facilities. The property has a vacant residential structure. The applicant wishes to connect to the City's water and sewer facilities which are available nearby. The parcel is adjacent to the City boundaries.

PROJECT ANALYSIS

Staff Recommendation

1. Staff recommends the request to annex the approximately 9.99 acre property into the City be approved.
2. Staff recommends the request to amend the Future Land Use Map from Putnam County Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF) be approved.
3. Staff recommends the request to rezone from Putnam County Unincorporated Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1) be

approved.

ATTACHMENTS

1.	PB 25-09 221 Round Lake Rd Staff Report
2.	ORD 25-34 ANNEXATION PB25-09
3.	Annex app & fee
4.	Aerial Photo Round Lake
5.	MAP 221 ROUND LAKE RD.
6.	Deed
7.	Business Impact ORD 2025-34

Case PB 25-09- Annex, Amend Future Land Use Map and Rezone
Address: 16-10-26-0000-0200-0000 221 Round Lake Rd., Approx. 9.99 acres
Applicants: Jeffery & Pamela Bedenbaugh

STAFF REPORT

DATE: May 23, 2025

TO: City of Palatka Planning Board

FROM: STAFF
APPLICATION REQUEST

Request to annex one parcel, approximately 9.99 acres, into the City of Palatka for the purpose of connecting to the city's water and sewer system; amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF), and rezone from Putnam County Unincorporated Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1).

Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The application is for approx. 9.99 acres parcel located at 221 Round Lake Rd. next to the Kelley Smith Elementary School. The Putnam County School District's ultimate goal is to expand the existing school district facilities. The property has a vacant residential structure. The applicant wishes to connect to the City's water and sewer facilities which are available nearby. The parcel is adjacent to the City boundaries.

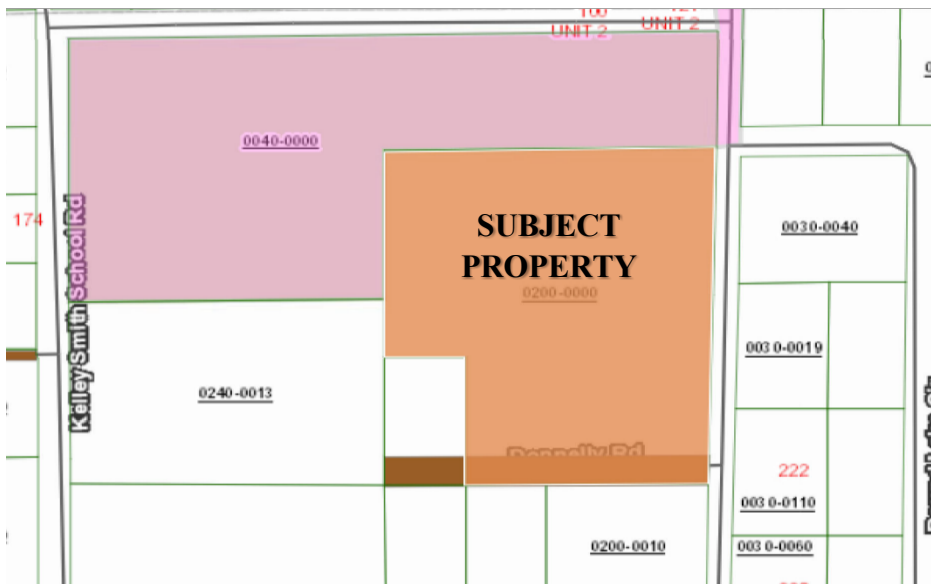


Figure 1: Subject site with City boundaries shown.

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	Vacant Residential Structure	Putnam County Public Buildings/Grounds/Other Public Facilities (PF)	Putnam County Unincorporated Agricultural Estate (AE)
Property Proposed	School Related	City of Palatka Public Buildings/Grounds/Other Public Facilities (PF)	City of Palatka Public Buildings and Grounds (PBG-1)
North	City Kelley Smith School	City Public Buildings/Grounds/Other Public Facilities	City Residential, two-family, residential (R-2)
South	County Agricultural	County Urban Reserve (UR)	County Agricultural Estate (AE)
East	County Agricultural	County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR)	County Agricultural (AG)
West	Residential	County Urban Reserve (UR)	County Residential Single-Family Estate (RE)

PROJECT ANALYSIS**Annexation Analysis**

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be “reasonably compact”.

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality’s boundary. As shown previously, in **Figure 1:** Subject site, the property is contiguous to the City limits to the north of the parcel.

Compactness: The statute provides a definition for compactness that requires an annexation to be for properties in a single area and precludes any action that would create or increase enclaves, pockets, or finger areas in serpentine patterns. Annexing this property meets the standard of compactness because it does not create an enclave or pocket.

Connection to Water and Sewer: Water and sewer are available to the site in question. The applicant desires to connect to the City water & sewer system. The system is adequate to handle the annexation of the site.

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for

Future Land Use Change Analysis



Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Response: Staff is not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations. Nor is staff aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

Response: The applicant proposes to continue the neighboring use of school related facilities.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests:

- Low-intensity, low-density, or single-use development or uses.
- Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
- Radial, strip, isolated, or ribbon development patterns.
- Development that fails to adequately protect and conserve natural resources and agricultural activities
- Development that fails to maximize use of existing and future public facilities and services.
- Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
- Development that fails to provide a clear separation between rural and urban uses.
- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The annexation of this parcel would not contribute to urban sprawl and will not create an undo burden on the water system. Property to the North has water connections. This annexation would be contiguous, as it borders City limits to the North. The use of this parcel will be school related.

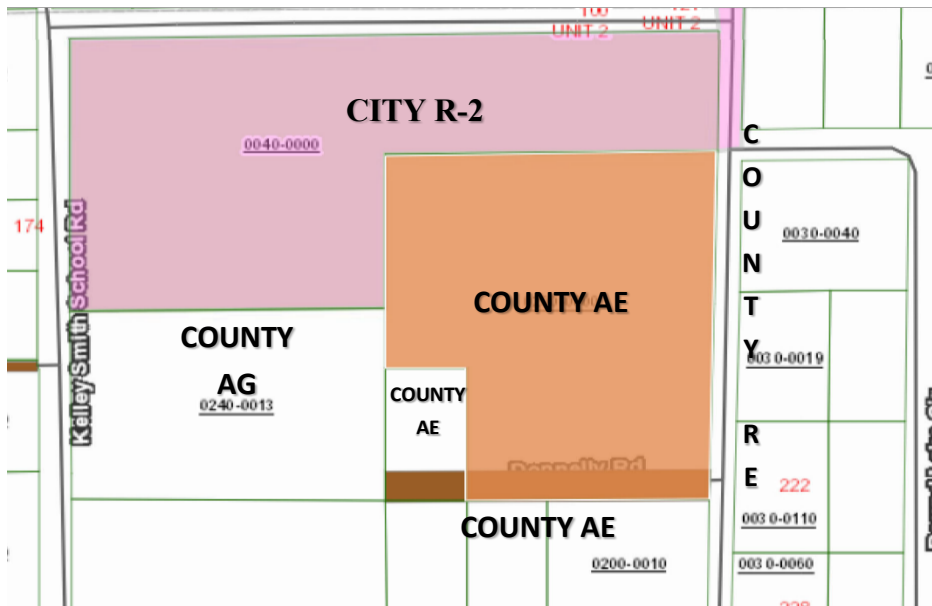


Figure 4: Current Zoning

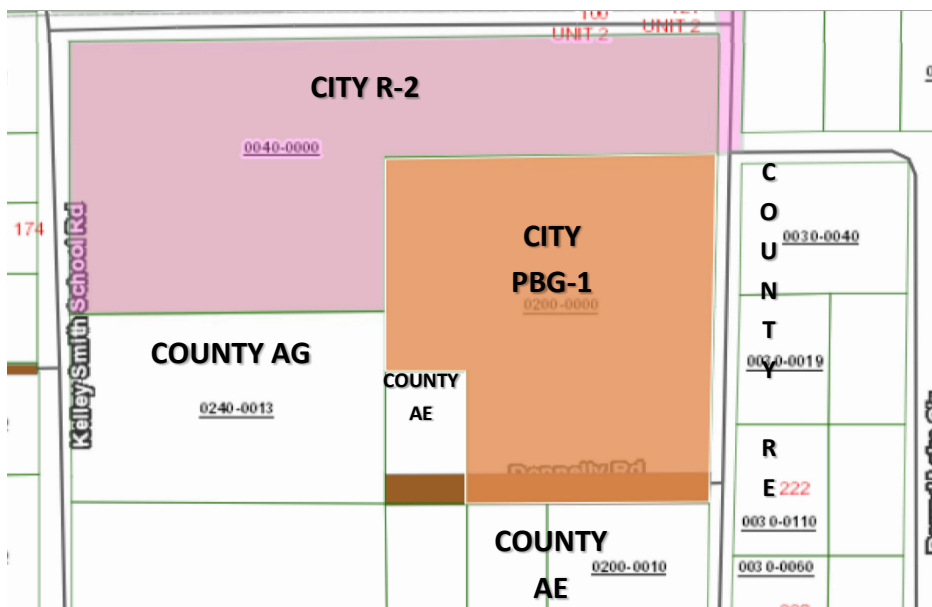


Figure 5; Proposed Zoning

Zoning Analysis

Section 94-38(f)(1) requires that the report and recommendations of the Planning Board to the City Commission required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: When a property is annexed into the city, it is often given a similar Future Land Use and Zoning to what existed when in the County. The subject property currently has a Putnam County Public Buildings/Grounds/Other Public Facilities (PF) land use classification. The proposed rezoning conforms with the Comprehensive Plan.
- b. *The existing land use pattern.*
Response: The existing land use pattern in this area is a mix of institutional, residential, and vacant land uses. The proposed land use will not alter existing land use patterns.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The parcel is vacant with school facilities projected. There is already school use next to the subject parcel and being annexed into the city will not alter the existing relationship of the surrounding area.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: The subject property is vacant with a proposed school use which is adjoining school property already developed. There will be no increase in population or overtaxing of the load on public facilities.
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: Surrounding parcels are mixed development of school, residential, and agricultural. Amending the property zoning to City of Palatka Public Buildings and Grounds (PBG-1) will keep proposed conditions within the same uses.
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: The City endeavors to convert properties on well and septic systems to City water and sewer in order to reduce pollutants released into ground water and increase revenue to the City's water and sewer funds. Conditions in the area of the subject parcel will remain unchanged. Putnam County School Board intends to expand the existing educational facilities.
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: The immediate neighborhood around the subject parcel is a long established school. Any existing living conditions will not change with approval.
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Response: The traffic patterns in the area are already established and will remain the same nor will it affect public safety. It is not anticipated to be a significant increase of existing daily trips.

- i. *Whether the proposed change will create a drainage problem.*

Response: There should be no impact on drainage in the area.

- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is expected.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: There should be no impact on property values as it will be an expansion of an existing use.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed rezoning will not be a deterrent for the improvement of adjacent property.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The proposed rezoning will not grant a special privilege to the property owner.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: The zoning classifications for the use in this area do not differ substantially. The reason for amending the existing zoning is due to the annexation of the parcel into the city limits and connecting it to City water and sewer facilities for school related use.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The immediate area is institutional and residential in nature. The zoning already exists and is a part of the neighborhood.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: It is not impossible, but the purpose of this request is to obtain water & sewer services from the City. The property has a proposed use of school facilities, this zoning is already established in this neighborhood.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

Staff Recommendation

1. Staff recommends the request to annex the approximately 9.99 acre property into the City be approved.

2. Staff recommends the request to amend the Future Land Use Map from Putnam County Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF) be approved.
3. Staff recommends the request to rezone from Putnam County Unincorporated Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1) be approved.

ORDINANCE NO. 2025-34

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 16-10-26-0000-0200-0000, E1/2 OF S1/2 OF N1/2 OF NE, 1/4 OF NW1/4, SE1/4 OF NE, 1/4 OF NW1/4 (EX OR462 P716 OR468 P472 OR469, P1985 OR543 P658) 221 ROUND LAKE ROAD, PALATKA, FLORIDA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, authorized to be signed by the freehold owner of the property sought to be annexed, to wit: Jeffrey A & Pamela G Bedenbaugh, and

WHEREAS, Chapter 171.044, Florida Statutes, permits the voluntary annexation of unincorporated areas lying adjacent and contiguous to the boundaries of the City of Palatka, and

WHEREAS, the City Planning Board conducted a public hearing on July 1st, 2025, and recommended approval of this annexation to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted public hearings on July 24th, 2025, and August 28th, 2025, and

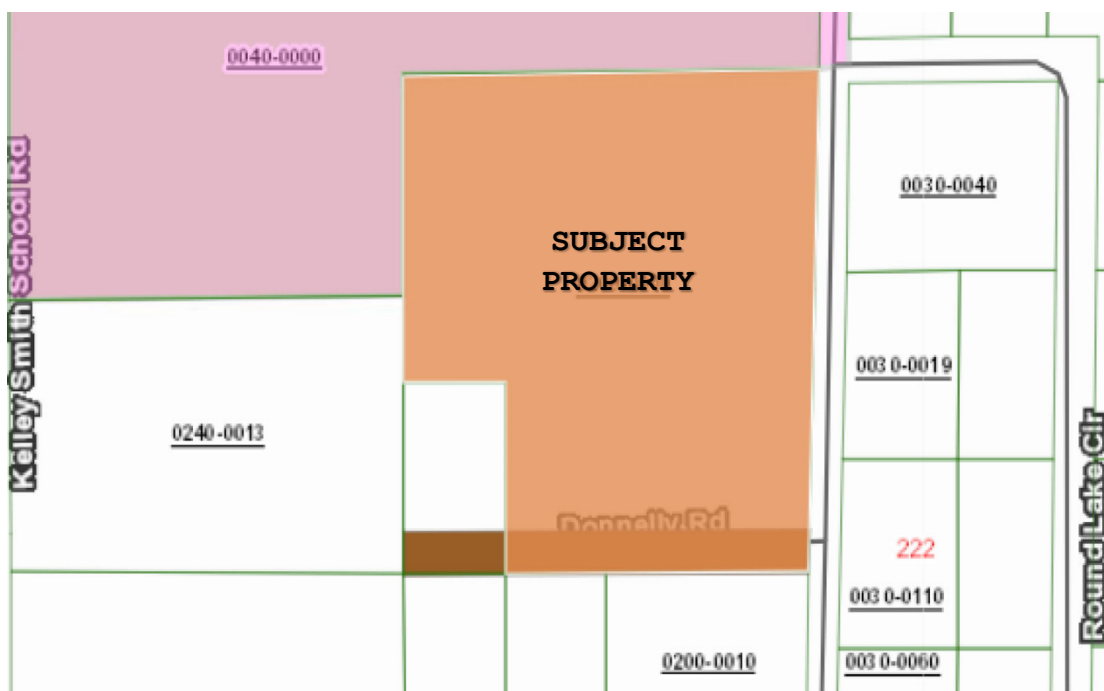
WHEREAS the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka; and

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

Section 1. That the following described unincorporated lands lying adjacent and contiguous to the boundaries of the City of Palatka, Florida shall henceforth be deemed and held to be within the corporate limits of the City of Palatka, Florida said lands being described as follows:

DESCRIPTION OF PROPERTY:

**E1/2 OF S1/2 OF N1/2 OF NE, 1/4 OF NW1/4, SE1/4 OF NE, 1/4 OF NW1/4 (EX OR462 P716 OR468 P472 OR469, P1985 OR543 P658); 221 ROUND LAKE ROAD
PARCEL: 16-10-26-0000-0200-0000**



Section 2. That a copy of this ordinance shall be sent to the Municipal Code Corporation for inclusion in the City's Charter.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission.

Section 4. SCRIVENER'S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 24th day of July 2025.

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

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney



ANNEXATION APPLICATION

DATE RECEIVED: 1 PB-25-09
APP NUMBER: PB-
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

Annexation: \$700.00 Small scale amendment <50 acres: \$1440.00 Large scale amendment >50 acres: \$2390.00

- | | |
|--|--|
| ☐ Application Fee | ☐ Site Map |
| ☐ Copy of Recorded Deed | ☐ Project Narrative |
| ☐ Legal Description | ☐ Site Plan (for planned development) |
| ☐ Letter of Authorization | ☐ Supplementary Information |
| ☐ Survey | |

Property Information

- Property Address: 221 Round Lake Rd Palatka FL 32177
- Parcel Number: 16-10-26-0000-0200-0000
- Parcel Dimensions: 676' X 746' X 511' X 284' X 165' X 457' (9.9 ac. ±)
- Current Property Use: RESIDENTIAL / VACANT
- Current Future Land Use Map Designation: City: _____ County: PF
- Proposed Future Land Use Map Designation (if applicable): City: PBG-7 County: _____
- Proposed Use: SCHOOL RELATED
- Current Zoning Designation: AE Requested Zoning Designation: PBG-1
- Square footage of any proposed structures unk Number & types of structures on property 1. RES

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Jeffrey A. Bridenbaugh + Pamela G. Bridenbaugh, H + W
Mailing Address: 227 Round Lake Rd, Palatka, FL 32177
Phone Number(s): _____ Email: _____

Agent/Contractor (Submit proof of authorization to act as agent with your application)

Name(s): Donald E. Holmes Esq., Holmes + Young, P.A.
Mailing Address: 222 N. 3rd Street, Palatka FL 32177
Phone Number(s): 386-328-1111 Email: Holmes@HolmesandYoung.com

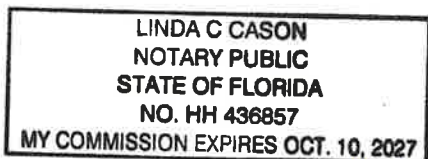
To Be Notarized

Name (Print Name): Jeffrey A. Bedenbaugh Pamela G. Bedenbaugh
Signature: [Signature] Pamela M. Bedenbaugh Date: 4/17/25
STATE OF Florida County of Putnam

Before me this day personally appeared Jeffrey A. Bedenbaugh + Pamela G. Bedenbaugh who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 17th day of April A.D. 2025.

(Notary Seal)



[Signature]
Notary Public

My commission expires: 10/10/2027 State of Florida at Large.
Type of Identification Produced: Personally Known

For Official Use Only

Date Submitted: _____ FLUM Designation: _____
Received By: _____ Preliminary Review by: _____
Confirmed Current Zoning: _____ Date Legal Ad Ran: _____
(Allowable) Requested Zoning: _____ Sign(s) Posted Date: _____
Surrounding property owner's notices sent: _____

Attachments Reviewed:

- ☐ Copy of Recorded Deed
- ☐ Legal Description
- ☐ Survey
- ☐ Letter of Authorization
- ☐ Application Fee

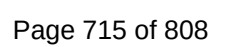
City of Palatka
201 N 2ND ST
PALATKA FL 32177-3735
(386) 329-0100
CASH RECEIPT

Date: 04/29/2025 OPER ID: AROMERO RECEIPT NO: F000691
RECEIVED FROM: ANNEX, FLUM AND REZONE

AMOUNT RECEIVED: 1,720.00 TYPE: CK CHECK: 504503
CHANGE DUE: 0.00
TOTAL RECEIVED: 1,720.00

DISTRIBUTION:		DESCRIPTION / FOR
AMOUNT	ACCOUNT NUMBER	
1,720.00		ANNEX, FLUM AND REZONE
		16-10-26-0000-0200-0000
		16-10-26-0000-0240-0013





* OFFICIAL RECORDS * 1of1
BK 831.0 PG 666

Prepared by and return to:
Lana K. Bunton

Tito S. Smith
601 St. Johns Avenue
Palatka, Florida 32177

File Number: 20245718
Will Call No.:

Grantee S.S. No. [REDACTED] and [REDACTED]
Parcel Identification No. 16-10-26-0000-0200-0000

Documentary Tax PD. # 1106.00
Certificate # 64-0000000-00-01
Edward L. Brooks, Clerk of Circuit Court
By *Michael A. Brown*

Doc Stamps \$1,106.00
Intangible Tax \$.00

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Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 31st day of July, 2000 between Veradine Donnelly, an unmarried widow and surviving spouse of Edmund Leroy Donnelly, deceased whose post office address is 660 Old Poor Robin Road, Sylvania, Georgia 30467 of the County of Screven, State of Georgia, grantor*, and Jeffrey A. Bedenbaugh and Pamela G. Bedenbaugh, husband and wife whose post office address is 227 Round Lake Road, Palatka, Florida 32177 of the County of Putnam, State of Florida, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Putnam County, Florida, to-wit:

The S 1/2 of the NE 1/4 of the NE 1/4 of the NW 1/4 and the SE 1/4 of the NE 1/4 of the NW 1/4, all in Section 16, Township 10 South, Range 26 East, lying and being in Putnam County, Florida, EXCEPTING THEREFROM the following parcels of lands being more particularly described in those certain Warranty Deeds being recorded in O. R. Book 468, page 472, O. R. Book 469, page 1985, O. R. Book 455, page 1503, O. R. Book 462, page 716 and O. R. Book 543, page 658, all of the above references being in the public records of Putnam County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Laura E. Anderson Jr.
Witness Name: Laura E. Anderson Jr.
Mark E. Smith
Witness Name: Mark E. Smith

Veradine Donnelly (Seal)
Veradine Donnelly

State of Georgia
County of Screven

The foregoing instrument was acknowledged before me this 31st day of July, 2000 by Veradine Donnelly, who ☐ is personally known or ☒ has produced a driver's license as identification.

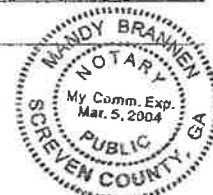
[Notary Seal]



Mandy Brannen
Notary Public

Printed Name: MANDY BRANNEN

My Commission Expires: _____



FILE # 393497
RCD: Aug 01 2000 @ 11:20AM

HONORABLE EDWARD L. BROOKS, CLERK OF COURT,
PUTNAM

DoubleTime

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Ordinance 2025-34 Annex 221
ROUND LAKE ROAD" More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 16-10-26-0000-0200-0000, E1/2 OF S1/2 OF N1/2 OF NE, 1/4 OF NW1/4, SE1/4 OF NE, 1/4 OF NW1/4 (EX OR462 P716 OR468 P472 OR469, P1985 OR543 P658) 221 ROUND LAKE ROAD, PALATKA, FLORIDA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

¹ See Section 166.041(4)(c), Florida Statutes.

- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 2025-35

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED (LESS THAN 50 ACRES IN SIZE) FROM PUTNAM COUNTY PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) AND URBAN RESERVE (UR) TO CITY OF PALATKA PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) FOR THE FOLLOWING PROPERTY: 221 ROUND LAKE ROAD, PALATKA, FLORIDA 32177, E1/2 OF S1/2 OF N1/2 OF NE, 1/4 OF NW1/4, SE1/4 OF NE,1/4 OF NW1/4 (EX OR462 P716 OR468 P472 OR469, P1985 OR543 P658), PARCEL 16-10-26-0000-0200-0000, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA.

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	PB 25-09 221 Round Lake Rd Staff Report
2.	Ord 25-35 FLUM PB 25-09 (1)
3.	FLU and Rezone app
4.	Business Impact ORD 2025-35

Case PB 25-09- Annex, Amend Future Land Use Map and Rezone
Address: 16-10-26-0000-0200-0000 221 Round Lake Rd., Approx. 9.99 acres
Applicants: Jeffery & Pamela Bedenbaugh

STAFF REPORT

DATE: May 23, 2025

TO: City of Palatka Planning Board

FROM: STAFF
APPLICATION REQUEST

Request to annex one parcel, approximately 9.99 acres, into the City of Palatka for the purpose of connecting to the city's water and sewer system; amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF), and rezone from Putnam County Unincorporated Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1).

Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The application is for approx. 9.99 acres parcel located at 221 Round Lake Rd. next to the Kelley Smith Elementary School. The Putnam County School District's ultimate goal is to expand the existing school district facilities. The property has a vacant residential structure. The applicant wishes to connect to the City's water and sewer facilities which are available nearby. The parcel is adjacent to the City boundaries.

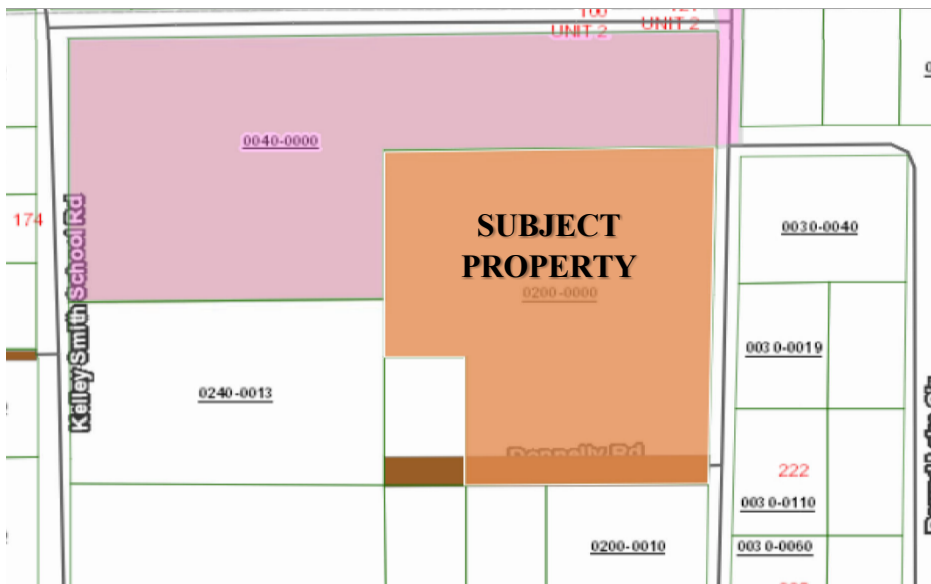


Figure 1: Subject site with City boundaries shown.

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	Vacant Residential Structure	Putnam County Public Buildings/Grounds/Other Public Facilities (PF)	Putnam County Unincorporated Agricultural Estate (AE)
Property Proposed	School Related	City of Palatka Public Buildings/Grounds/Other Public Facilities (PF)	City of Palatka Public Buildings and Grounds (PBG-1)
North	City Kelley Smith School	City Public Buildings/Grounds/Other Public Facilities	City Residential, two-family, residential (R-2)
South	County Agricultural	County Urban Reserve (UR)	County Agricultural Estate (AE)
East	County Agricultural	County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR)	County Agricultural (AG)
West	Residential	County Urban Reserve (UR)	County Residential Single-Family Estate (RE)

PROJECT ANALYSIS**Annexation Analysis**

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be “reasonably compact”.

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality’s boundary. As shown previously, in **Figure 1:** Subject site, the property is contiguous to the City limits to the north of the parcel.

Compactness: The statute provides a definition for compactness that requires an annexation to be for properties in a single area and precludes any action that would create or increase enclaves, pockets, or finger areas in serpentine patterns. Annexing this property meets the standard of compactness because it does not create an enclave or pocket.

Connection to Water and Sewer: Water and sewer are available to the site in question. The applicant desires to connect to the City water & sewer system. The system is adequate to handle the annexation of the site.

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for

areas outside of City limits is conditioned upon annexation only when those properties become contiguous.

Future Land Use Change Analysis

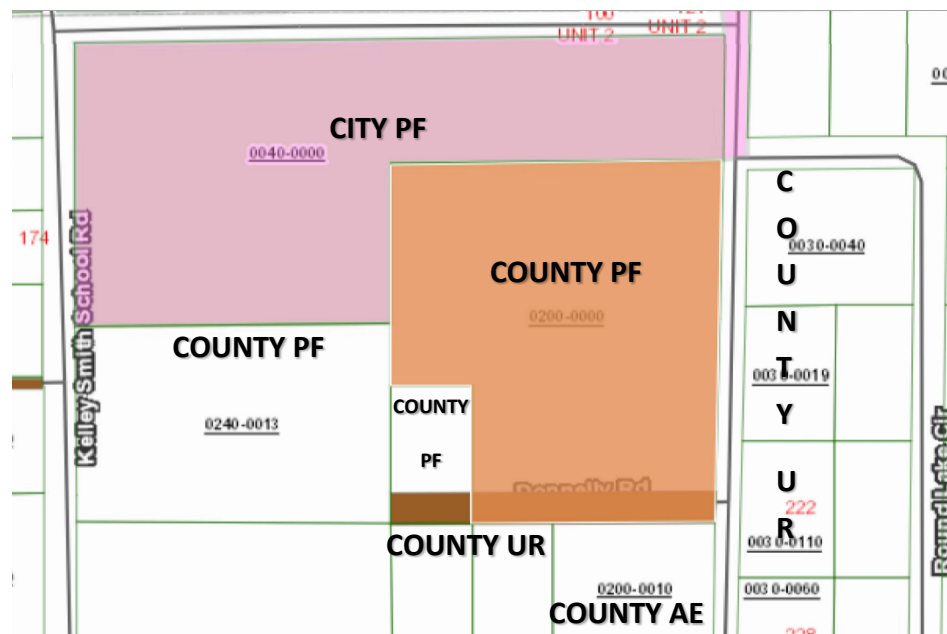


Figure 2: Current Future Land Use

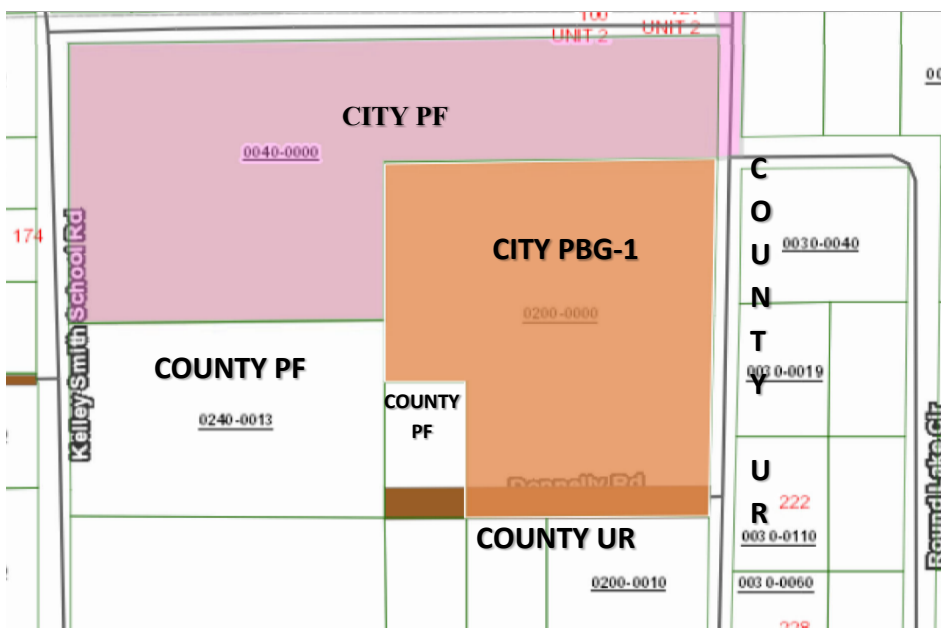


Figure 3: Proposed Future Land Use

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Response: Staff is not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations. Nor is staff aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

Response: The applicant proposes to continue the neighboring use of school related facilities.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests:

- Low-intensity, low-density, or single-use development or uses.
- Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
- Radial, strip, isolated, or ribbon development patterns.
- Development that fails to adequately protect and conserve natural resources and agricultural activities
- Development that fails to maximize use of existing and future public facilities and services.
- Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
- Development that fails to provide a clear separation between rural and urban uses.
- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The annexation of this parcel would not contribute to urban sprawl and will not create an undo burden on the water system. Property to the North has water connections. This annexation would be contiguous, as it borders City limits to the North. The use of this parcel will be school related.

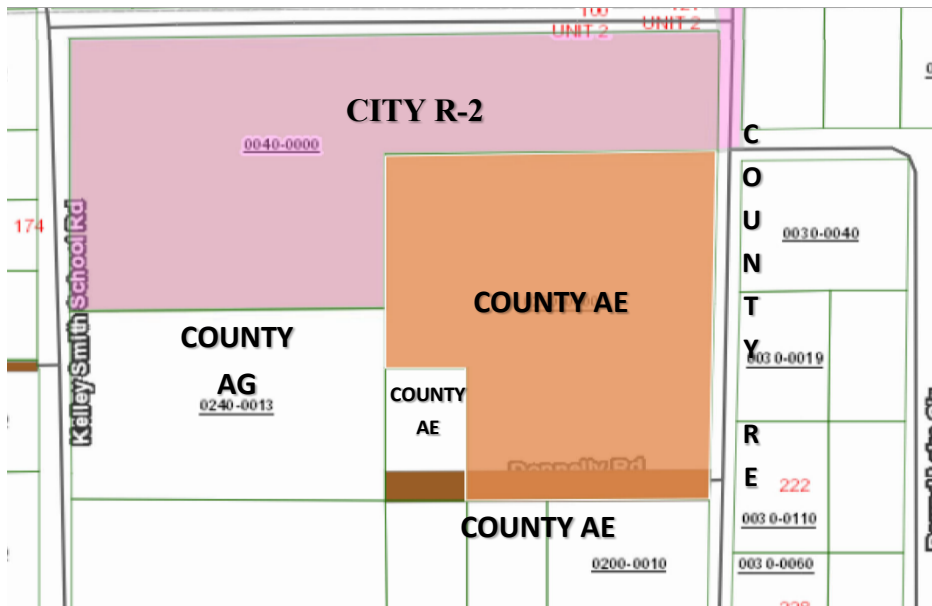


Figure 4: Current Zoning

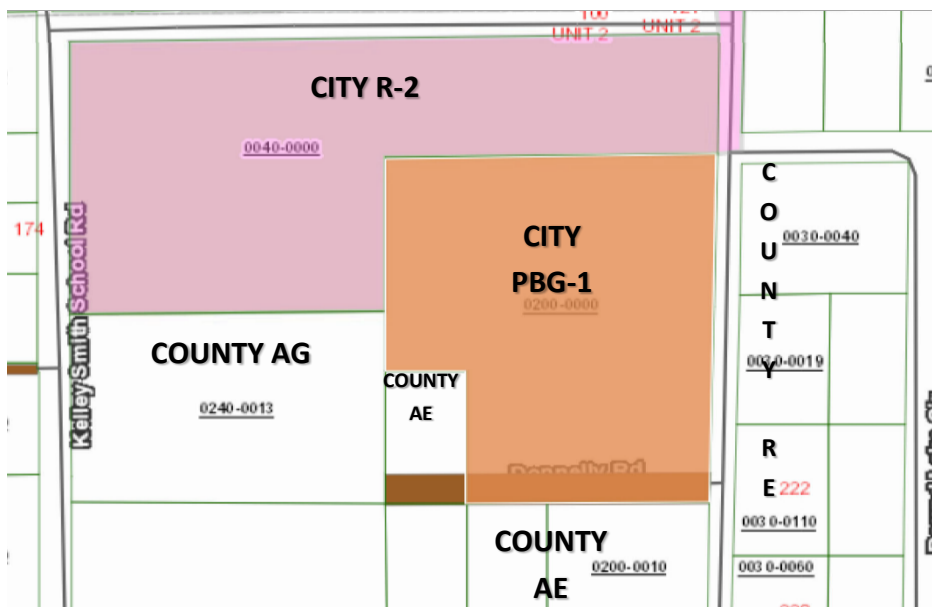


Figure 5; Proposed Zoning

Zoning Analysis

Section 94-38(f)(1) requires that the report and recommendations of the Planning Board to the City Commission required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: When a property is annexed into the city, it is often given a similar Future Land Use and Zoning to what existed when in the County. The subject property currently has a Putnam County Public Buildings/Grounds/Other Public Facilities (PF) land use classification. The proposed rezoning conforms with the Comprehensive Plan.
- b. *The existing land use pattern.*
Response: The existing land use pattern in this area is a mix of institutional, residential, and vacant land uses. The proposed land use will not alter existing land use patterns.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The parcel is vacant with school facilities projected. There is already school use next to the subject parcel and being annexed into the city will not alter the existing relationship of the surrounding area.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: The subject property is vacant with a proposed school use which is adjoining school property already developed. There will be no increase in population or overtaxing of the load on public facilities.
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: Surrounding parcels are mixed development of school, residential, and agricultural. Amending the property zoning to City of Palatka Public Buildings and Grounds (PBG-1) will keep proposed conditions within the same uses.
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: The City endeavors to convert properties on well and septic systems to City water and sewer in order to reduce pollutants released into ground water and increase revenue to the City's water and sewer funds. Conditions in the area of the subject parcel will remain unchanged. Putnam County School Board intends to expand the existing educational facilities.
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: The immediate neighborhood around the subject parcel is a long established school. Any existing living conditions will not change with approval.
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Response: The traffic patterns in the area are already established and will remain the same nor will it affect public safety. It is not anticipated to be a significant increase of existing daily trips.

- i. *Whether the proposed change will create a drainage problem.*

Response: There should be no impact on drainage in the area.

- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is expected.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: There should be no impact on property values as it will be an expansion of an existing use.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed rezoning will not be a deterrent for the improvement of adjacent property.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The proposed rezoning will not grant a special privilege to the property owner.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: The zoning classifications for the use in this area do not differ substantially. The reason for amending the existing zoning is due to the annexation of the parcel into the city limits and connecting it to City water and sewer facilities for school related use.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The immediate area is institutional and residential in nature. The zoning already exists and is a part of the neighborhood.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: It is not impossible, but the purpose of this request is to obtain water & sewer services from the City. The property has a proposed use of school facilities, this zoning is already established in this neighborhood.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

Staff Recommendation

1. Staff recommends the request to annex the approximately 9.99 acre property into the City be approved.

2. Staff recommends the request to amend the Future Land Use Map from Putnam County Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF) be approved.
3. Staff recommends the request to rezone from Putnam County Unincorporated Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1) be approved.

ORDINANCE NO. 2025-35

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED (LESS THAN 50 ACRES IN SIZE) FROM PUTNAM COUNTY PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) AND URBAN RESERVE (UR) TO CITY OF PALATKA PUBLIC BUILDINGS/GROUNDS/OTHER PUBLIC FACILITIES (PF) FOR THE FOLLOWING PROPERTY: 221 ROUND LAKE ROAD, PALATKA, FLORIDA 32177, E1/2 OF S1/2 OF N1/2 OF NE, 1/4 OF NW1/4, SE1/4 OF NE,1/4 OF NW1/4 (EX OR462 P716 OR468 P472 OR469, P1985 OR543 P658), PARCEL 16-10-26-0000-0200-0000, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by Jeffery and Pamela Bedenbaugh, for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

WHEREAS, Section 163.3187, Florida Statutes, provides for small-scale amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(2), Florida Statutes, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the City Planning Board conducted a public hearing on July 1st, 2025, and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted a public hearing on July 24th 2025, and

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

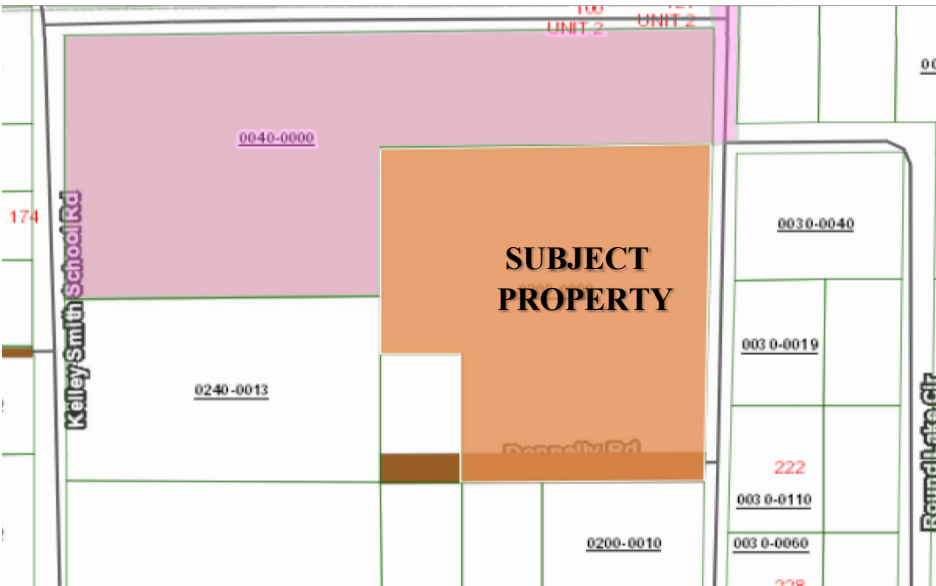
Section 1. Adopted Small Scale Amendment

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1
ADOPTED SMALL SCALE AMENDMENT**

<u>Parcel Number</u>	<u>Acreage</u>	<u>Current Future Land Use</u>	<u>Amended Future Land Use</u>
16-10-26-0000-0200-0000	9.9	Putnam County Public Buildings/Grounds/Other Public Facilities (PF)	City of Palatka Public Buildings/Grounds/Other Public Facilities (PF)

DESCRIPTION OF PROPERTY:
E1/2 OF S1/2 OF N1/2 OF NE, 1/4 OF NW1/4, SE1/4 OF NE,1/4 OF NW1/4 (EX OR462 P716 OR468 P472 OR469, P1985 OR543 P658), PARCEL 16-10-26-0000-0200-0000, 221 ROUND LAKE ROAD PALATKA, FLORIDA 32177



Section 2. The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, remain in full force and effect.

Section 3. Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. This Ordinance shall become effective immediately upon adoption; however, the effective date of this amendment to the City of Palatka Comprehensive Plan, if not timely challenged, shall be 31 days after adoption. If challenged within 30 days after adoption, this amendment shall become effective on the date the State land planning agency or the Administration Commission issues a final order determining this amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this amendment has become effective.

Section 5. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 24th day of July 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney



FLU AMENDMENT REZONING APPLICATION

DATE RECEIVED: _____
APP NUMBER: PB - _____
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

- | | |
|--|--|
| ☐ Application Fee | ☐ Site Map |
| ☐ Copy of Recorded Deed | ☐ Project Narrative |
| ☐ Legal Description | ☐ Site Plan (for planned development) |
| ☐ Letter of Authorization | ☐ Supplementary Information |
| ☐ Survey | |

Property Information

- Property Address: 221 Round Lake Road Palatka, FL 32977
- Parcel Number: 16-12-26-0000-0200-0000
- Parcel Dimensions: 676' X 746' X 511' X 284' X 165' X 457' (9.9 AC. ±)
- Current Property Use: RESIDENTIAL / VACANT
- Current Future Land Use Map Designation: City: _____ County: PF
- Proposed Future Land Use Map Designation (if applicable): City: PBG County: _____
- Proposed Use: SCHOOL RELATED
- Current Zoning Designation: AE Requested Zoning Designation: PBG-1
- Square footage of any proposed structures unk Number & types of structures on property 1 - RES

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Jeffrey A. Badenbaugh & Pamela G. Badenbaugh, H&R
Mailing Address: 227 Round Lake Rd., Palatka, FL 32977
Phone Number(s): _____ Email: _____

Agent/Contractor (Submit proof of authorization to act as agent with your application)

Name(s): Donald E. Holmes, Esq., Holmes & Young, P.A.
Mailing Address: 222 N. 3rd St., Palatka, FL 32977
Phone Number(s): 386-328-1111 Email: Holmes@HolmesAndYoung.com

To Be Notarized

Name (Print Name): Jeffrey A. Bedenbaugh, Pamela G. Bedenbaugh

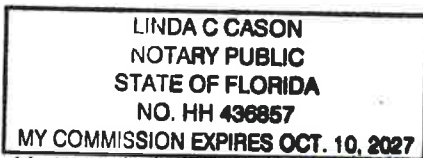
Signature: [Signature] Pamela G. Bedenbaugh Date: 4/17/25

STATE OF Florida County of Putnam

Before me this day personally appeared Jeffrey A. Bedenbaugh + Pamela G. Bedenbaugh who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 17th day of April A.D. 2025.

(Notary Seal)



[Signature]
Notary Public

My commission expires: 10/10/2027 State of Florida at Large.

Type of Identification Produced: Personally Known

For Official Use Only

Date Submitted: _____

FLUM Designation: _____

Received By: _____

Preliminary Review by: _____

Confirmed Current Zoning: _____

Date Legal Ad Ran: _____

(Allowable) Requested Zoning: _____

Sign(s) Posted Date: _____

Surrounding property owner's notices sent: _____

Attachments Reviewed:

- ☐ Copy of Recorded Deed
- ☐ Legal Description
- ☐ Survey
- ☐ Letter of Authorization
- ☐ Application Fee

Business Impact Estimate

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Proposed ordinance's title/reference: "Ordinance 2025-35 FLUM 221
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¹ See Section 166.041(4)(c), Florida Statutes.

- ☒ The proposed ordinance is enacted to implement the following:
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 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 2025-36

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY UNINCORPORATED AGRICULTURAL ESTATE (AE) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS (PBG-1), FOR THE PROPERTY LOCATED AT 221 ROUND LAKE ROAD PALATKA, FLORIDA 32177, PARCEL 16-10-26-0000-0200-0000

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	PB 25-09 221 Round Lake Rd Staff Report
2.	Ord 25-36 Zoning PB 25-09
3.	Business Impact ORD 2025-36

Case PB 25-09- Annex, Amend Future Land Use Map and Rezone
Address: 16-10-26-0000-0200-0000 221 Round Lake Rd., Approx. 9.99 acres
Applicants: Jeffery & Pamela Bedenbaugh

STAFF REPORT

DATE: May 23, 2025

TO: City of Palatka Planning Board

FROM: STAFF
APPLICATION REQUEST

Request to annex one parcel, approximately 9.99 acres, into the City of Palatka for the purpose of connecting to the city's water and sewer system; amend the Future Land Use Map from Putnam County Public Buildings/Grounds/Other Public Facilities (PF) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF), and rezone from Putnam County Unincorporated Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1).

Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

Background

The application is for approx. 9.99 acres parcel located at 221 Round Lake Rd. next to the Kelley Smith Elementary School. The Putnam County School District's ultimate goal is to expand the existing school district facilities. The property has a vacant residential structure. The applicant wishes to connect to the City's water and sewer facilities which are available nearby. The parcel is adjacent to the City boundaries.

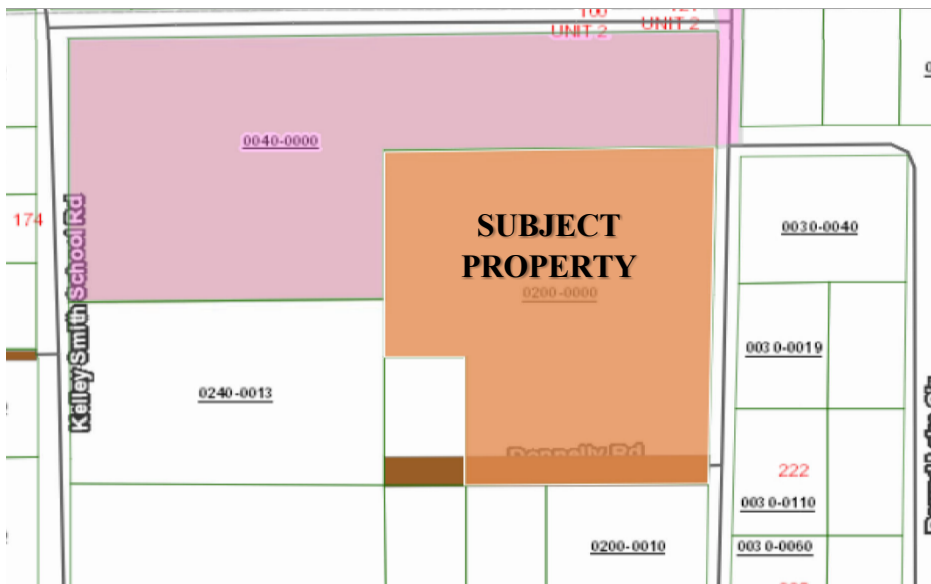


Figure 1: Subject site with City boundaries shown.

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	Vacant Residential Structure	Putnam County Public Buildings/Grounds/Other Public Facilities (PF)	Putnam County Unincorporated Agricultural Estate (AE)
Property Proposed	School Related	City of Palatka Public Buildings/Grounds/Other Public Facilities (PF)	City of Palatka Public Buildings and Grounds (PBG-1)
North	City Kelley Smith School	City Public Buildings/Grounds/Other Public Facilities	City Residential, two-family, residential (R-2)
South	County Agricultural	County Urban Reserve (UR)	County Agricultural Estate (AE)
East	County Agricultural	County Public Buildings/Grounds/Other Public Facilities (PF) & Urban Reserve (UR)	County Agricultural (AG)
West	Residential	County Urban Reserve (UR)	County Residential Single-Family Estate (RE)

PROJECT ANALYSIS**Annexation Analysis**

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be “reasonably compact”.

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality’s boundary. As shown previously, in **Figure 1:** Subject site, the property is contiguous to the City limits to the north of the parcel.

Compactness: The statute provides a definition for compactness that requires an annexation to be for properties in a single area and precludes any action that would create or increase enclaves, pockets, or finger areas in serpentine patterns. Annexing this property meets the standard of compactness because it does not create an enclave or pocket.

Connection to Water and Sewer: Water and sewer are available to the site in question. The applicant desires to connect to the City water & sewer system. The system is adequate to handle the annexation of the site.

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for

areas outside of City limits is conditioned upon annexation only when those properties become contiguous.

Future Land Use Change Analysis

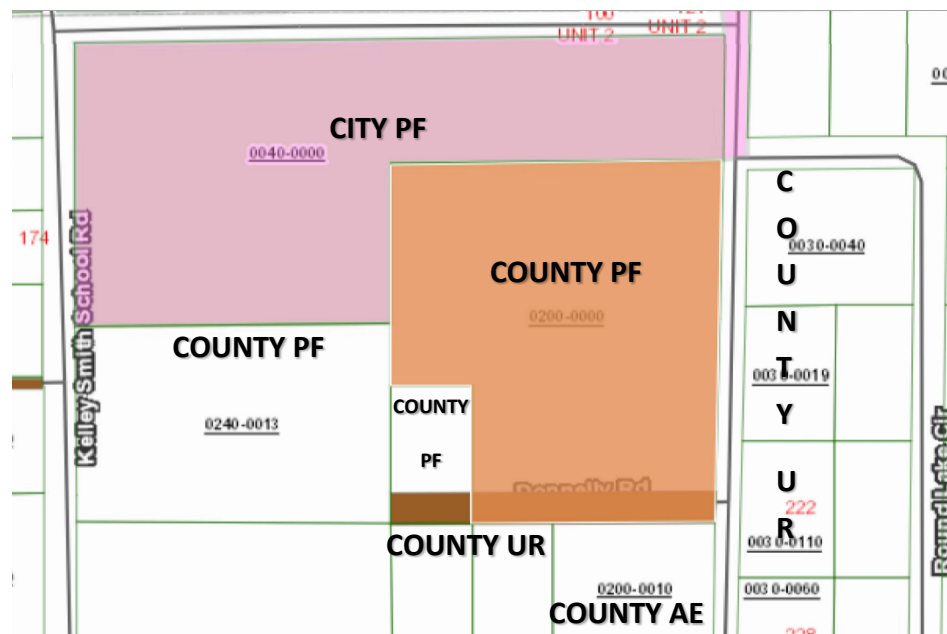


Figure 2: Current Future Land Use

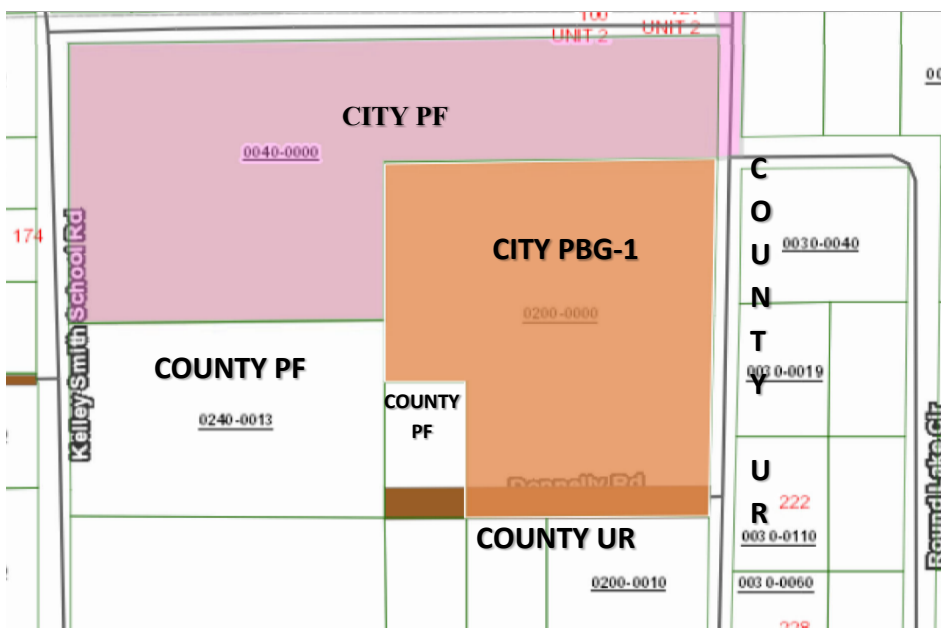


Figure 3: Proposed Future Land Use

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Response: Staff is not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations. Nor is staff aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

Response: The applicant proposes to continue the neighboring use of school related facilities.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests:

- Low-intensity, low-density, or single-use development or uses.
- Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
- Radial, strip, isolated, or ribbon development patterns.
- Development that fails to adequately protect and conserve natural resources and agricultural activities
- Development that fails to maximize use of existing and future public facilities and services.
- Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
- Development that fails to provide a clear separation between rural and urban uses.
- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

Response: The annexation of this parcel would not contribute to urban sprawl and will not create an undo burden on the water system. Property to the North has water connections. This annexation would be contiguous, as it borders City limits to the North. The use of this parcel will be school related.

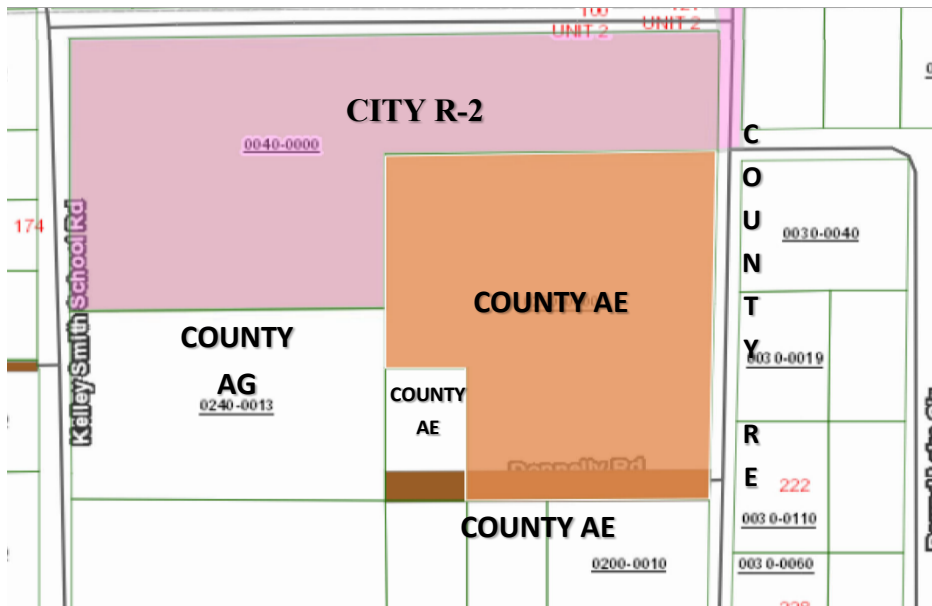


Figure 4: Current Zoning

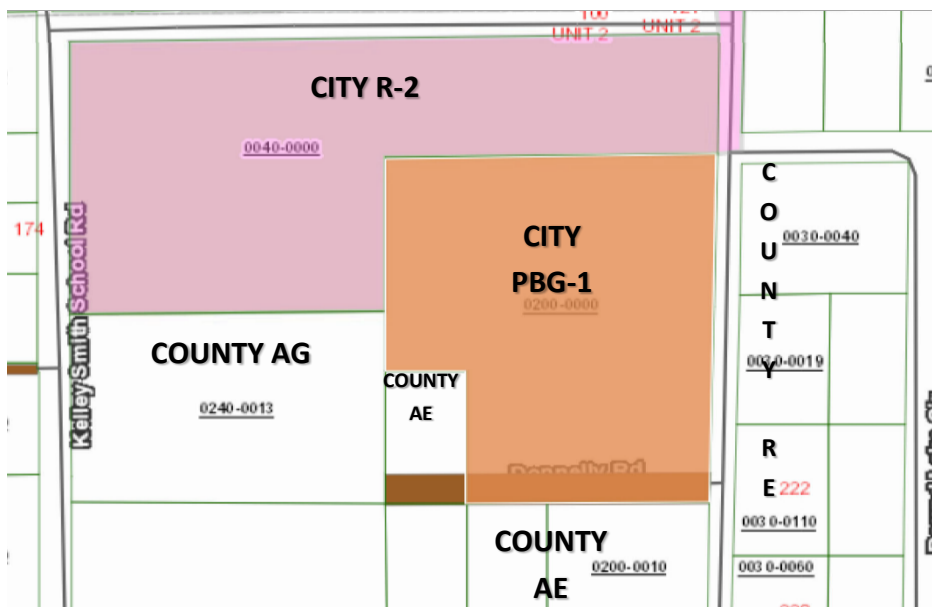


Figure 5; Proposed Zoning

Zoning Analysis

Section 94-38(f)(1) requires that the report and recommendations of the Planning Board to the City Commission required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan:*
Response: When a property is annexed into the city, it is often given a similar Future Land Use and Zoning to what existed when in the County. The subject property currently has a Putnam County Public Buildings/Grounds/Other Public Facilities (PF) land use classification. The proposed rezoning conforms with the Comprehensive Plan.
- b. *The existing land use pattern.*
Response: The existing land use pattern in this area is a mix of institutional, residential, and vacant land uses. The proposed land use will not alter existing land use patterns.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
Response: The parcel is vacant with school facilities projected. There is already school use next to the subject parcel and being annexed into the city will not alter the existing relationship of the surrounding area.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*
Response: The subject property is vacant with a proposed school use which is adjoining school property already developed. There will be no increase in population or overtaxing of the load on public facilities.
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*
Response: Surrounding parcels are mixed development of school, residential, and agricultural. Amending the property zoning to City of Palatka Public Buildings and Grounds (PBG-1) will keep proposed conditions within the same uses.
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*
Response: The City endeavors to convert properties on well and septic systems to City water and sewer in order to reduce pollutants released into ground water and increase revenue to the City's water and sewer funds. Conditions in the area of the subject parcel will remain unchanged. Putnam County School Board intends to expand the existing educational facilities.
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*
Response: The immediate neighborhood around the subject parcel is a long established school. Any existing living conditions will not change with approval.
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Response: The traffic patterns in the area are already established and will remain the same nor will it affect public safety. It is not anticipated to be a significant increase of existing daily trips.

- i. *Whether the proposed change will create a drainage problem.*

Response: There should be no impact on drainage in the area.

- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: No reduction in light and air to adjacent areas is expected.

- k. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: There should be no impact on property values as it will be an expansion of an existing use.

- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed rezoning will not be a deterrent for the improvement of adjacent property.

- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: The proposed rezoning will not grant a special privilege to the property owner.

- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Response: The zoning classifications for the use in this area do not differ substantially. The reason for amending the existing zoning is due to the annexation of the parcel into the city limits and connecting it to City water and sewer facilities for school related use.

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The immediate area is institutional and residential in nature. The zoning already exists and is a part of the neighborhood.

- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: It is not impossible, but the purpose of this request is to obtain water & sewer services from the City. The property has a proposed use of school facilities, this zoning is already established in this neighborhood.

- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable.

Staff Recommendation

1. Staff recommends the request to annex the approximately 9.99 acre property into the City be approved.

2. Staff recommends the request to amend the Future Land Use Map from Putnam County Urban Reserve (UR) to City of Palatka Public Buildings/Grounds/Other Public Facilities (PF) be approved.
3. Staff recommends the request to rezone from Putnam County Unincorporated Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1) be approved.

ORDINANCE NO. 2025-36

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY UNINCORPORATED AGRICULTURAL ESTATE (AE) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS (PBG-1), FOR THE PROPERTY LOCATED AT 221 ROUND LAKE ROAD PALATKA, FLORIDA 32177, PARCEL 16-10-26-0000-0200-0000; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by Jeffery and Pamela Bedenbaugh, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on July 1st, 2025, and two public hearings before the City Commission of the City of Palatka on July 24th, 2025, and August 28th, 2025, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from the present zoning classification of Putnam County Agricultural Estate (AE) to City of Palatka Public Buildings and Grounds (PBG-1) classification.

**DESCRIPTION OF PROPERTY: E1/2 OF S1/2 OF N1/2 OF NE, 1/4 OF NW1/4, SE1/4 OF NE,1/4 OF NW1/4 (EX OR462 P716 OR468 P472 OR469, P1985 OR543 P658)
PARCEL 16-10-26-0000-0200-0000**

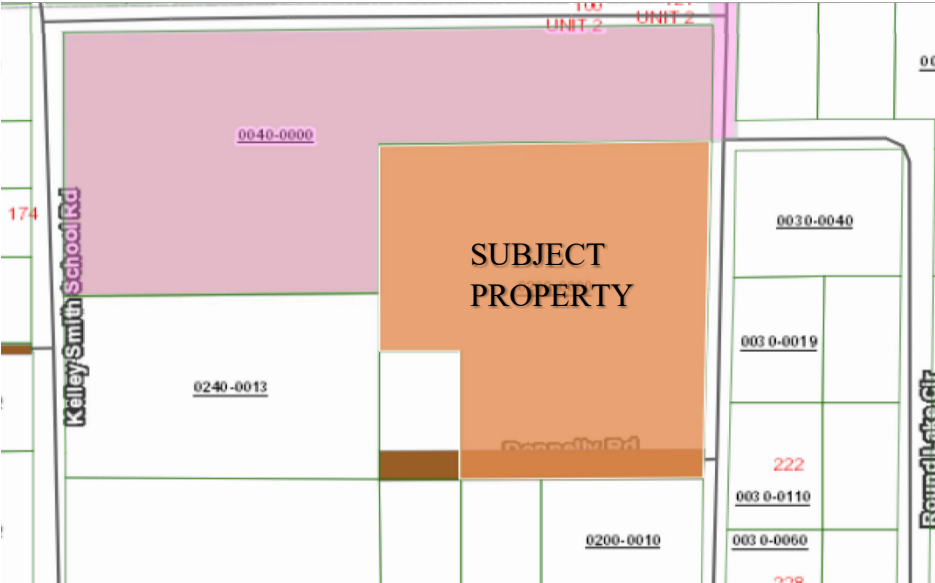


Figure 1: Zoning map.

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission, however, the rezoning shall not become effective until the amendment to the City of Palatka Comprehensive Plan adopted by Ordinance No. 2024-08 becomes effective as provided therein.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 5. This ordinance is exempt from provisions of the statute, Chapter 2023-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 24th day of July 2025.

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

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Ordinance 2025-36 Rezone 221
ROUND LAKE ROAD" More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY UNINCORPORATED AGRICULTURAL ESTATE (AE) TO CITY OF PALATKA PUBLIC BUILDINGS AND GROUNDS (PBG-1), FOR THE PROPERTY LOCATED AT 221 ROUND LAKE ROAD PALATKA, FLORIDA 32177, PARCEL 16-10-26-0000-0200-0000; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 2025-37

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 02-10-26-0000-0420-0000, LOCATED AT 0 MOODY ROAD, PALATKA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request is to annex one parcel, approximately 16.72 acres +/-, from unincorporated Putnam County to the City of Palatka for the purpose of connecting to city water and sewer systems, amend the Future Land Use Map (FLUM) from Putnam County Urban Services (US) to City of Palatka Residential High density (RH), and rezone from Putnam County Light Industrial (IL) to City of Palatka Multiple-family residential with a Planned Unit Development overlay (R-3/ PUD). The proposed site is currently vacant with no structures.

BACKGROUND

The application is for a 16.72 acre +/- parcel located "0" Moody Road, parcel 02-10-26-0000-0420-0000. The site is bordered by the city limits to the north, east, south-east, and west. Properties to the south of the subject site are located in unincorporated Putnam County. This site is adjacent to Lowe's Garden Center to the east and the Palatka Municipal Airport to the west. The applicant requests connection to the city's water and sewerage facilities

PROJECT ANALYSIS

Staff Recommendation

- Staff recommends **approval** of the annexation of "0" N Moody Road (Parcel 02-10-26-0000-0420-0000) for the purpose of connection to City of Palatka water and sewer services
- Staff recommends **approval** to amend the district boundary FLUM designation from Putnam County, Urban Services (US), to City of Palatka Residential High (RH)
- Staff recommends **approval** to rezone from unincorporated Putnam County Light Industrial (IL) to City of Palatka Multiple-family residential with a Planned Unit Development overlay (R-3/PUD)

Conditions:

1. An easement holding the city harmless of noise complaints from future residents must be filed and recorded.
2. The traffic study prepared by a traffic engineer registered in Florida and on file at the Planning Department, must be updated to reflect the proposed new single-family development.
3. The legal counsel representing the applicant must provide legal opinion stating that developer has unified control of the land and the right to impose all covenants and conditions upon the land for certification by the City Attorney.
4. The draft development agreement in file at the Planning Department must be revised by the applicant to reflect the new proposed single-family development.

ATTACHMENTS

1.	Moody Rd Staff Final
2.	Ord 2025-37 annexation of property 0MoodyRdx (002)
3.	PB 24-29 Annexation App
4.	App for determination of water and sewer
5.	Noise Easement and Hold harmless agreement
6.	Trip Generation Report
7.	Business Impact ORD 2025-37

Case PB 24-29 Annexation, Amendment to FLUM and Rezoning with PUD Overlay
Address: “0” Moody Road, Approx. 16.72 acres +/-
Parcel No.: 02-10-26-0000-0420-0000
Applicant: Bryan Greiner, Gulfstream Design Group, LLC

STAFF REPORT

DATE: July 2, 2025
TO: City of Palatka Planning Board
FROM: Lorenzo Aghemo, Planning Director

APPLICATION REQUEST

Request is to annex one parcel, approximately 16.72 acres +/-, from unincorporated Putnam County to the City of Palatka for the purpose of connecting to city water and sewer systems, amend the Future Land Use Map (FLUM) from Putnam County Urban Services (US) to City of Palatka Residential High density (RH), and rezone from Putnam County Light Industrial (IL) to City of Palatka Multiple-family residential with a Planned Unit Development overlay (R-3/ PUD). The proposed site is currently vacant with no structures.

Public notice included legal advertisement in the *Palatka Daily News*, notice signs posted on property, and mailed notices to property owners within 150 feet of the subject property.

The site was originally proposed to be developed for 128 townhomes, however after the Planning Board meeting the applicant is proposing to develop the parcel with 61 single family homes. This is a significant reduction of development intensity. The parcel is currently located within the jurisdiction of Putnam County.

Background

The application is for a 16.72 acre +/- parcel located “0” Moody Road, parcel 02-10-26-0000-0420-0000. The site is bordered by the city limits to the north, east, south-east, and west. Properties to the south of the subject site are located in unincorporated Putnam County. This site is adjacent to Lowe’s Garden Center to the east and the Palatka Municipal Airport to the west. The applicant requests connection to the city’s water and sewerage facilities.



Figure 1: Subject site shown in orange.

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Putnam County, Urban Services (US)	Putnam County, Light, Industrial (IL)
Property Proposed	Townhomes	City of Palatka, Residential High (RH)	City of Palatka, Multiple-family Residential (R-3)
North	North East Florida Educational Consortium, and a vacant parcel	City of Palatka, Commercial (COM), and Light Industrial (IL)	City of Palatka, Commercial, Intensive (C-2), and Industrial, Light (IL)
South	FreeUp Storage Palatka, and North Florida Emulsions	Putnam County, Urban Services (US)	Putnam County, Light Industrial (IL)
East	Lowe's Garden Center	City of Palatka, Commercial (COM)	City of Palatka, Commercial, Intensive (C-2)
West	Palatka Municipal Airport	City of Palatka, Public Buildings and Grounds (PB)	City of Palatka, Airport (AP-1)

PROJECT ANALYSIS

Annexation Analysis

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be "reasonably compact."

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality's boundary.

Compactness: The statute provides a definition for compactness that requires an annexation to be for properties in a single area and precludes any action that would create or increase enclaves, pockets, or finger areas in serpentine patterns.

Annexation of this property meets the standard of compactness because it does not create an enclave or pocket and the proposed annexation borders the city limits to the north, east, west and portions to the south.

Connection to Water and Sewer: **Water and sewerage are available to the site in question. The applicant desires connection which are adequate to handle the expected volume.**

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for areas outside of City limits is conditioned upon annexation only when those properties become contiguous. Annexation of contiguous property receiving water or sewer service shall not be required if provision of service to a

property, in substantive terms, improves the efficiency of the collection system, supports the system through additional service and user fees, achieves environmental protection, and promotes economic development; and does not promote urban sprawl.

Proximity of Subject Parcel Adjacent to Palatka Municipal Airport.

There will be some restrictions and limitations affecting the proposed residential development. A small portion of the parcel (northern portion) lies within the Runway Protection Zone of the Palatka municipal airport. See Exhibit B of this report.

Although the Federal Aviation Administration (FAA) letter indicated that the proposed residential development structures will not pose a hazard to air navigation, subject to some conditions, one of those conditions clearly indicated that in cases where the airport owner can control the use of the property, structures within the RPZ that congregates people are prohibited. Once the property is annexed into the city this prohibition will then apply. As such the residential development would have to be placed in such a way that the residential structure does not encroach into the protection zone. Based on that, the applicant has submitted a revised site plan which complies with the stated prohibition.

An Airport Noise and Residential Land Use Compatibility study would be required to be submitted and, an easement holding the city harmless from possible complaints from future residents would have to be filed. Finally, a Planned Unit Development Overlay will have to be placed on the requested R-3 zoning.

Future Land Use Change Analysis



Figure 2: Current Future Land Use Map (FLUM)



Figure 3: Proposed Future Land Use Map (FLUM)

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Staff are not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations, nor is staff aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

The adopted 2008 Comprehensive Plan does not determine minimum amounts of land needed for commercial or industrial land uses. However, data and analysis for the Future Land Use element does note that commercial land uses comprised 25% of the total land area of the city at that time. Industrial land uses comprised 5.3% of the total land area at that time. As the city and surrounding areas have grown, there has been increased demand for these land uses.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests:

- Low-intensity, low-density, or single-use development or uses.
- Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
- Radial, strip, isolated, or ribbon development patterns.
- Development that fails to adequately protect and conserve natural resources and agricultural activities
- Development that fails to maximize use of existing and future public facilities and services.
- Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
- Development that fails to provide a clear separation between rural and urban uses.
- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

The annexation of this parcel would not contribute to urban sprawl. The area is not considered rural and it is contiguous to the existing city limits, and is located within an urbanized area. The property is surrounded by commercial and industrial uses including the Palatka Municipal Airport. FreeUp Storage Palatka and North Florida Emulsions are located to the south.

Zoning Analysis



Figure 4: Current Zoning Map



Figure 5: Proposed Zoning Map

Section 94-38 (f) (1) requires that the report and recommendations of the Planning Board to the City Commission required by subsection 94-38 (e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan. The proposed zoning with a Planned Unit Development overlay is in conformity with the Comprehensive Plan.*
- b. *The existing land use pattern.*
The existing pattern is of mixed land uses.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
The proposed zoning will not create an isolated district.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc. Townhomes are proposed for development on the property following completion of annexation and rezoning of the parcel. The anticipated increase in residential population would not place an undue strain on the school system or on the city's water and sewer services as there is sufficient capacity.*
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change. The existing district boundaries are not illogical drawn.*
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary. The annexation of the parcel into the city limits makes the assignment of a city zoning district necessary.*
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood. The parcel is currently vacant.*
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety. The rezoning for the proposed development would bring some additional traffic to the area, however there is sufficient capacity on the immediate road facilities to safely absorbed the resulting number of trips.*
- i. *Whether the proposed change will create a drainage problem.*
No drainage problem is anticipated.
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*
- k. *Whether the proposed change will adversely affect property values in the adjacent areas. The proposed rezoning will likely not adversely affect nearby property values.*
- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations. The proposed rezoning will not be a deterrent for improvement of adjacent property.*
- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare. The proposed rezoning will not constitute a grant of special privilege to the owner as contrasted with the public welfare.*
- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning. The revised proposal is for a single-family residential development which is permitted in Multi-family (R-3) zoning district.*

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*
The zoning will be consistent with the needs of the city and the neighborhood.
- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.* **The property is being proposed to be annexed into the city and the assignment of a zoning district is warranted .**
- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.* **Not in Historic district.**

PUD Analysis

The intent of the Planned Unit Development is to:

- (1) *Encourage the development of large tracts of land as planned neighborhoods or communities.*
- (2) *Encourage flexible and creative concepts of site planning.*
- (3) *Preserve the natural amenities of the land by encouraging scenic and functional open areas within residential areas.*
- (4) *Accomplish a more desirable environment than would be possible through the strict application of minimum requirements of this chapter.*
- (5) *Provide for an efficient use of land resulting in smaller networks of utilities and streets and thereby lower development and housing costs.*
- (6) *Provide an environment of stable character compatible with surrounding residential areas.*
- (7) *Encourage a variety of housing types within the planned development in an orderly relation to one another and to existing land uses, with due regard to the comprehensive plan for the city.*

Section 94-233 of the Zoning Code set forth the development standards which must be applied to any PUD application:

a.- Unity: A parcel which is proposed for planned unit development shall be in single ownership or control.

- **Staff Response: “Daryl Gilbert et al” is listed in the Tax Appraiser’s record as the owner of the property. The application is in compliance with this standard.**

b.- Maximum density: The maximum density of a planned unit development shall not exceed that allowed in the district within which the planned unit development is approved.

- **Staff Response: The underlying zoning district proposed is Multiple-family residential (R-3) which allows a maximum density of 18 dwelling units per acre. The proposed residential development would be approximately 7.6 dwelling units per acre. This proposed density is below the maximum for the R-3 zoning district. The application is in compliance with this standard.**

c.- Access: Every dwelling unit or other permitted use in the planned unit development shall have access to a public street either directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access. Permitted uses are not required to front on a dedicated public road.

- **Staff Response: The concept plan depicts each lot with access fronting a proposed private internal road that connects to Moody Road. The application is in compliance with this standard.**

d.- Internal lots and frontage: Within the boundaries of the planned unit development, no minimum lot size, minimum yards, or maximum height of structures shall be required.

- **Staff Response: The concept plan shows a 35-ft front setback, 15-ft rear setback, and 15-ft side setback. In the draft Development Agreement, the applicant proposes a 20-ft front yard**

setback, 0-5-ft side yard setback, and 15-ft rear yard setback. No maximum height proposed is shown on the concept plan. The application is in compliance with this standard.

e.-Open space requirements: There shall be no minimum open space requirement for planned unit development; however, each planned unit development proposed within the City of Palatka must include provisions for open space, with reference to the preservation of natural features indigenous to the site. For purpose of this section, neither waters of the St. Johns River or land or waters bodies located off-site shall be included in determining open space.

• **Staff Response: The concept plan shows three stormwater management facilities (no area calculation provided). The application is in compliance with this standard.**

f.- Underground utilities: Within a planned unit development, all utilities, including telephone, television cable and electrical systems shall be installed underground, applicable only for new construction. Appurtenances to these systems which require aboveground installation must be effectively screened and thereby may be excepted from this requirement. Primary facilities providing services to the site of the planned unit development may be excepted.

• **Staff Response: The applicant will be required to submit a site plan for the development proposal, and at that time, plans should note compliance with this provision of the PUD ordinance.**

g.- Off-street parking requirements: The off-street parking requirements for uses within a planned unit development shall be as provided in Article V of the City of Palatka municipal code.

• **Staff Response: The concept plan generally depicts the residential parking however the applicant intends for each new townhome (unit) to be accommodated with two vehicular parking spaces. The minimum of 256 parking spaces are required as noted in Section 94-262 of the Code. Staff recommends that a condition regarding the accommodation of guest parking and recommends one vehicular parking space per five units be placed on the development. This condition must also be included in the development agreement. The application will be in compliance with this standard as conditioned.**

h.- Minimum living area for dwelling units: 500 square feet

• **Staff Response: The applicant states that the proposed development will meet the minimum living area, and therefore will be in compliance with this requirement.**

Unified Control

Section 94-234 of the Code requires that the entire development site be under the legal control of the applicant. It also requires that the legal counsel representing the applicant provide opinion stating that developer has the right to impose all covenants and conditions upon the land. All documents and evidence of unified control submitted must be examined by the city attorney who must certify that the documents meet the requirements of this section.

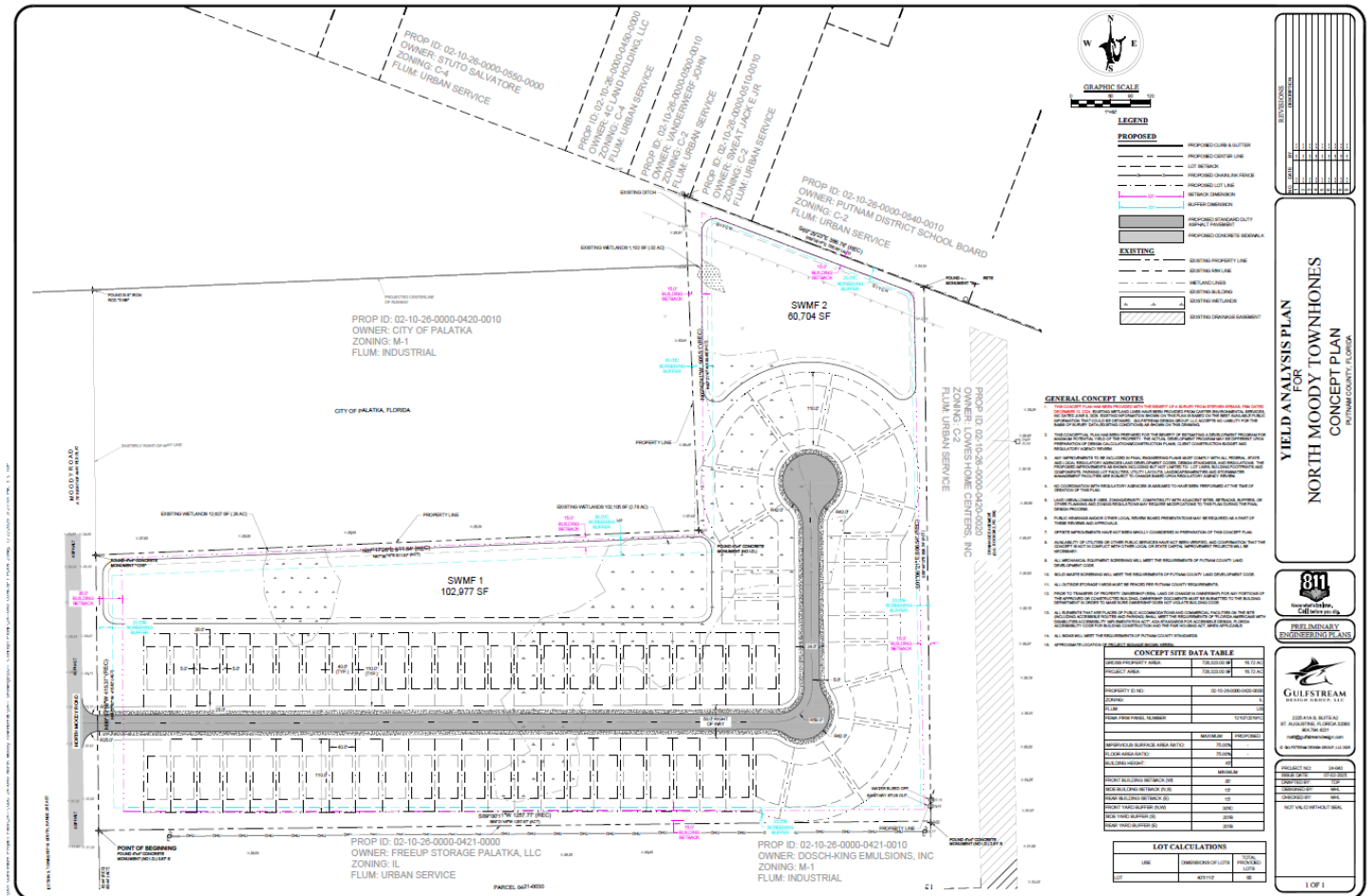
Staff Recommendation

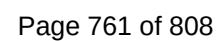
- Staff recommends **approval** of the annexation of "0" N Moody Road (Parcel 02-10-26-0000-0420-0000) for the purpose of connection to City of Palatka water and sewer services
- Staff recommends **approval** to amend the district boundary FLUM designation from Putnam County, Urban Services (US), to City of Palatka Residential High (RH)
- Staff recommends **approval** to rezone from unincorporated Putnam County Light Industrial (IL) to City of Palatka Multiple-family residential with a Planned Unit Development overlay (R-3/PUD)

Conditions:

1. An easement holding the city harmless of noise complaints from future residents must be filed and recorded.
2. The traffic study prepared by a traffic engineer registered in Florida and on file at the Planning Department, must be updated to reflect the proposed new single-family development.
3. The legal counsel representing the applicant must provide legal opinion stating that developer has unified control of the land and the right to impose all covenants and conditions upon the land for certification by the City Attorney.
4. The draft development agreement in file at the Planning Department must be revised by the applicant to reflect the new proposed single-family development.

Exhibit A – Draft Concept Plan





ORDINANCE NO. 2025-37

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 02-10-26-0000-0420-0000, LOCATED AT 0 MOODY ROAD, PALATKA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA, PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, authorized to be signed by the freehold owner of the property sought to be annexed, to wit: Daryl L Gilbert et al, and

WHEREAS, Chapter 171.044, Florida Statutes, permits the voluntary annexation of unincorporated areas lying adjacent and contiguous to the boundaries of the City of Palatka, and

WHEREAS, the City Planning Board conducted a public hearing on April 1, 2025, and recommended approval of this annexation to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted public hearings on July 24, 2025, and August 28, 2025, and

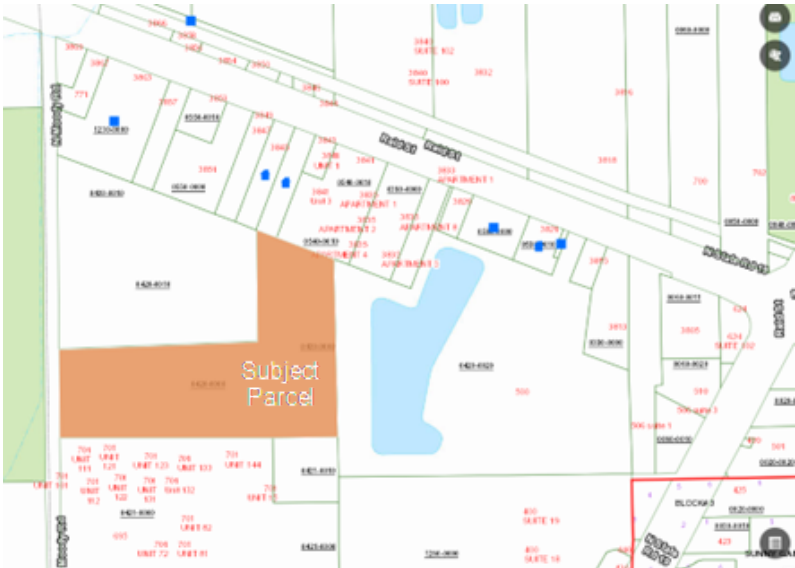
WHEREAS, the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka;

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

Section 1. That the following described unincorporated lands lying adjacent and contiguous to the boundaries of the City of Palatka, Florida shall henceforth be deemed and held to be within the corporate limits of the City of Palatka, Florida said lands being described as follows:

DESCRIPTION OF PROPERTY PT OF S1/2 OF NW1/4 OR287 P201, OR347 P432(EX OR292 P918 OR604, P730 OR613 P1789 OR962 P12)

Putnam County Property Appraiser’s Parcel No.: 02-10-26-0000-0420-0000



Section 2. The property hereby annexed shall remain subject to the Putnam County Comprehensive Plan and Zoning Laws until changed by the City of Palatka.

Section 3: That a copy of this ordinance shall be sent to the Municipal Code Corporation for inclusion in the City's Charter.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

Section 5. SCRIVENER'S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 6. This ordinance is exempt from provisions of the statute, Chapter 2023-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 24th day of July 2025.

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

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney



Gulfstream Design Group, LLC
2225 A1A S., Suite A2
St. Augustine, FL 32080
Tel. 904.794.4231
www.gulfstreamdesign.com

December 2, 2024

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

RE: **Moody Townhomes**
GDG: #24-040
Project Narrative

To City of Palatka Staff,

On behalf of my client, Sunrise Adventures, LLC please find the following documents in support of a request to annex Putnam County parcel number 02-10-26-0000-0420-0000 into City of Palatka. This project consists of a proposed 147 townhome development.

- One (1) Signed Application
- One (1) Application of \$700.00 made out to City of Palatka
- One (1) Legal Description
- One (1) Letter of Authorization
- One (1) Contract to Purchase
- One (1) One Survey Report
- One (1) Set of Project Maps
- One (1) Concept Plan

If you have any questions or require additional information, please do not hesitate to contact me at jenifer@gulfstreamdesign.com

Sincerely,
Jenifer Dills
Project Administrator
Gulfstream Design Group



PLANNING DEPARTMENT
201 N 2ND STREET
PALATKA, FL 32177
386.329.0100 EXT. 327

ANNEXATION, AMENDMENT TO FLUM AND REZONING APPLICATION

DATE RECEIVED: 12-2-24
APP NUMBER: PB - 24-29
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

- | | |
|--|--|
| ☐ Application Fee | ☐ Site Map |
| ☐ Copy of Recorded Deed | ☐ Project Narrative |
| ☐ Legal Description | ☐ Site Plan (for planned development) |
| ☐ Letter of Authorization | ☐ Supplementary Information |
| ☐ Survey | |

Property Information

- Property Address: 0 N Moody Rd. Palatka, FL 32177
- Parcel Number: 02-10-26-0000-0420-0000
- Lot size/acreage: 16.72 acres
- Current Property Use: _____
- Current Future Land Use Map Designation: Industrial
- Proposed Future Land Use Map Designation (if applicable): Residential
- Proposed Use: Townhomes
- Current Zoning Designation: Light Industrial Requested Zoning Designation: Multifamily
- Square footage of any proposed structures 1,250 sqft Number & types of structures on property _____

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Daryl Gilbert

Mailing Address: 208 Lige Branch Ln Jacksonville FL 32259

Phone Number(s): _____ Email: _____

Agent/Contractor (Submit proof of authorization to act as agent with your application)

Name(s): Bryan Greiner, Gulfstream Design Group LLC

Mailing Address: 912 Ocean Palm Way St. Augustine FL 32080

Phone Number(s): 904-347-8331 Email: bg@augdev.net

To Be Notarized

Name (Print Name): Bryan Greiner

Signature: [Signature] Date: 12/2/2024

STATE OF Florida County of St Johns

Before me this day personally appeared Bryan Greiner who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 2 day of December A.D. 2024.

(Notary Seal)



[Signature]
Notary Public

My commission expires: Apr 14, 2027 State of Florida at Large.

Type of Identification Produced: Florida drivers license

For Official Use Only

Date Submitted: _____

FLUM Designation: _____

Received By: _____

Preliminary Review by: _____

Confirmed Current Zoning: _____

Date Legal Ad Ran: _____

(Allowable) Requested Zoning: _____

Sign(s) Posted Date: _____

Surrounding property owner's notices sent: _____

Attachments Reviewed:

- ☐ Copy of Recorded Deed
- ☐ Legal Description
- ☐ Survey
- ☐ Letter of Authorization
- ☐ Application Fee

Application for Determination of Water and Sewer Availability

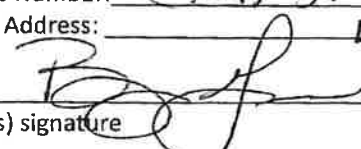
This application must be typed or printed in black ink and submitted to:

City of Palatka
Water & Sewer Utilities Dept.
1010 Ocean St.
Palatka, FL 32177

Date Received:

3-8-24

TO BE COMPLETED BY APPLICANT

1. Date: <u>3/8/24</u>	2. Property Address: <u>3 Moody Rd.</u>
3. Parcel Number: <u>32-10-26-0000</u> <u>0126-0000</u>	4. Current Property Use: <u>Industrial</u>
5. Type of Service Requested (check one) ☒ Water ☒ Sewer ☐ Water & Sewer	6. Reason(s) for Request: <u>170 Townhomes Annexation</u> <u>to City of Palatka</u>
7. Owner(s) of Record: <u>Darryl L Gilbert owners Agent Bryan Guinn</u> Owner Address: <u>208 Lige Branch Ln Jacksonville</u> Phone Number: <u>(904) 347-8331</u> Email Address: <u>bg@avgdev.net</u>  Owner(s) signature <u>3/8/24</u> Date	

FOR OFFICIAL USE ONLY

1. Date Submitted: <u>3-10-24</u>	2. Received By: <u>Rhett</u>	3. Preliminary review by: <u>Rhett H. McLaney</u>	4. Work Order assigned:
5. Water & Sewer (check) ☒ Water Available ☒ Sewer Available ☐ Extension Required (see map) ☐ Costs		6. Comments from Water & Sewer: <u>Water is available From a 8" Main</u> <u>Lowes stubbed out to the corner of the</u> <u>Property. Sewer is available From a 3"</u> <u>Force main Lowes stubbed out to the</u> <u>corner of Property. Lift Station Needed.</u>	
7. Date forwarded to B & Z: (if connection is going to be made) _____	8. Date BZ Received from Water/Sewer: _____	9. B & Z comments: _____ _____	

Property would have to annex.

*This Does not affect
the MOODY ROAD
LIFT STATION #25
Rhett McLaney 12/2/24*

NOISE EASEMENT AND HOLD HARMLESS AGREEMENT

This Easement and Hold Harmless Agreement ("Agreement") is made and entered into this ____ day of _____, 2025, by and between Sunrise Adventures, LLC, a Florida limited liability company, whose mailing address is _____ ("Grantor"), and the City of Palatka, Florida, a municipal corporation organized under the laws of the State of Florida, whose mailing address is 201 North 2nd Street, Palatka, FL 32177 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Putnam County, Florida, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property is located in proximity to the Palatka Municipal Airport (the "Airport"), a public facility owned and operated by the City of Palatka; and

WHEREAS, Grantor intends to develop the Property as a residential community; and

WHEREAS, in consideration for the City's continued operation and maintenance of the Airport, Grantor desires to grant an easement in favor of the City of Palatka to allow for the continued use and operation of the Airport and to waive any and all noise-related claims or complaints that may arise from future occupants or owners of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.

Grant of Easement

Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement over and upon the Property for the benefit of the Airport to allow all aviation-related activities, including but not limited to the generation of noise, vibration, dust, light, and fuel emissions arising from aircraft operations, maintenance, testing, and use.

2.

Acknowledgment and Waiver

Grantor, for itself and its successors, assigns, lessees, grantees, and any future owners or occupants of the Property, acknowledges and accepts the presence and continued operation of the Airport. Grantor hereby waives, releases, and agrees not to file or pursue any claim, complaint, or action against the City of Palatka, its employees, agents, or representatives for any inconvenience, nuisance, or damages, including noise complaints, arising from the operation of the Airport.

3.

Hold Harmless

Grantor agrees to indemnify and hold harmless the City of Palatka from and against any claims, demands, damages, liabilities, or causes of action brought by any person or entity claiming an interest in the Property and alleging injury or damages resulting from Airport-related noise or activity.

4.

Binding Effect

This Agreement shall run with the land and be binding upon the Property and all current and future owners, occupants, tenants, heirs, successors, and assigns.

5.

Recording

This Agreement shall be recorded in the Official Records of Putnam County, Florida, and shall constitute notice to all persons of the easement and waiver created herein.

6.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

GRANTOR:

Sunrise Adventures, LLC

By: _____

Name:

Title:

GRANTEE:

City of Palatka, Florida

By: _____

Name:

Title:

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____, as _____ of Sunrise Adventures, LLC, who is personally known to me or who has produced _____ as identification.

[Seal]

Notary Public, State of Florida

Printed Name: _____

My Commission Expires: _____



BUCKHOLZ TRAFFIC
3585 KORI ROAD
JACKSONVILLE, FLORIDA 32257
(904) 886-2171 jwbuckholz@aol.com

July 9, 2025

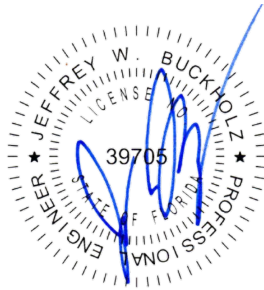
Mr. Bryan Greiner, President
Augustine Development Group
215 Anastasia Boulevard
St. Augustine, Florida 32080

Re: 70 Townhomes, Trip Generation Analysis

Dear Mr. Greiner:

Attached is the requested trip generation analysis. If there are any questions or comments regarding this matter, please contact me.

Sincerely,



Jeffrey W. Buckholz, P.E., PTOE
Principal

This item was digitally signed and sealed by Jeffrey W. Buckholz, P.E. on 7/9/25. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

TABLE 1

TRIP GENERATION CALCULATIONS

MULTIFAMILY HOUSING (LOW-RISE)

LOW NUMBER OF UNITS

Not Close to Rail Transit

Land Use Code 220

T = Number of Vehicle Trip Ends

X = Number of Dwelling Units = 70

<u>TIME PERIOD</u>	<u>TRIP GENERATION EQUATION</u>	<u>TOTAL TRIP ENDS</u>	<u>PERCENT ENTERING</u>	<u>PERCENT EXITING</u>	<u>TOTAL TRIP ENDS ENTERING</u>	<u>TOTAL TRIP ENDS EXITING</u>
WEEKDAY						
Daily	T = 6.74 (X)	472	50%	50%	236	236
AM Peak Hour	T = 0.40 (X)	28	24%	76%	7	21
PM Peak Hour	T = 0.51 (X)	36	63%	37%	23	13

SOURCE: Institute of Transportation Engineers, "Trip Generation", 11th Edition (2021)

BUCKHOLZ TRAFFIC

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Ordinance 2025-37 Annex PARCEL 02-10-26-0000-0420-0000" More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS PARCEL 02-10-26-0000-0420-0000, LOCATED AT 0 MOODY ROAD, PALATKA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA, PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

ORDINANCE NO. 25-38

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM PUTNAM COUNTY URBAN SERVICES (US) TO CITY OF PALATKA RESIDENTIAL HIGH (RH) FOR THE FOLLOWING PROPERTY: 0 MOODY ROAD PALATKA, FLORIDA 32177, PT OF S1/2 OF NW1/4 OR287 P201, OR347 P432(EX OR292 P918 OR604, P730 OR613 P1789 OR962 P12); AND PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT

DATE: July 24, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	Moody Rd Staff Final
2.	Ord 25-38 FLUM moodyx
3.	Business impact ORD 2025-38

Case PB 24-29 Annexation, Amendment to FLUM and Rezoning with PUD Overlay
Address: “0” Moody Road, Approx. 16.72 acres +/-
Parcel No.: 02-10-26-0000-0420-0000
Applicant: Bryan Greiner, Gulfstream Design Group, LLC

STAFF REPORT

DATE: July 2, 2025
TO: City of Palatka Planning Board
FROM: Lorenzo Aghemo, Planning Director

APPLICATION REQUEST

Request is to annex one parcel, approximately 16.72 acres +/-, from unincorporated Putnam County to the City of Palatka for the purpose of connecting to city water and sewer systems, amend the Future Land Use Map (FLUM) from Putnam County Urban Services (US) to City of Palatka Residential High density (RH), and rezone from Putnam County Light Industrial (IL) to City of Palatka Multiple-family residential with a Planned Unit Development overlay (R-3/ PUD). The proposed site is currently vacant with no structures.

Public notice included legal advertisement in the *Palatka Daily News*, notice signs posted on property, and mailed notices to property owners within 150 feet of the subject property.

The site was originally proposed to be developed for 128 townhomes, however after the Planning Board meeting the applicant is proposing to develop the parcel with 61 single family homes. This is a significant reduction of development intensity. The parcel is currently located within the jurisdiction of Putnam County.

Background

The application is for a 16.72 acre +/- parcel located “0” Moody Road, parcel 02-10-26-0000-0420-0000. The site is bordered by the city limits to the north, east, south-east, and west. Properties to the south of the subject site are located in unincorporated Putnam County. This site is adjacent to Lowe’s Garden Center to the east and the Palatka Municipal Airport to the west. The applicant requests connection to the city’s water and sewerage facilities.



Figure 1: Subject site shown in orange.

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Putnam County, Urban Services (US)	Putnam County, Light, Industrial (IL)
Property Proposed	Townhomes	City of Palatka, Residential High (RH)	City of Palatka, Multiple-family Residential (R-3)
North	North East Florida Educational Consortium, and a vacant parcel	City of Palatka, Commercial (COM), and Light Industrial (IL)	City of Palatka, Commercial, Intensive (C-2), and Industrial, Light (IL)
South	FreeUp Storage Palatka, and North Florida Emulsions	Putnam County, Urban Services (US)	Putnam County, Light Industrial (IL)
East	Lowe's Garden Center	City of Palatka, Commercial (COM)	City of Palatka, Commercial, Intensive (C-2)
West	Palatka Municipal Airport	City of Palatka, Public Buildings and Grounds (PB)	City of Palatka, Airport (AP-1)

PROJECT ANALYSIS

Annexation Analysis

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be "reasonably compact."

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality's boundary.

Compactness: The statute provides a definition for compactness that requires an annexation to be for properties in a single area and precludes any action that would create or increase enclaves, pockets, or finger areas in serpentine patterns.

Annexation of this property meets the standard of compactness because it does not create an enclave or pocket and the proposed annexation borders the city limits to the north, east, west and portions to the south.

Connection to Water and Sewer: **Water and sewerage are available to the site in question. The applicant desires connection which are adequate to handle the expected volume.**

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for areas outside of City limits is conditioned upon annexation only when those properties become contiguous. Annexation of contiguous property receiving water or sewer service shall not be required if provision of service to a

property, in substantive terms, improves the efficiency of the collection system, supports the system through additional service and user fees, achieves environmental protection, and promotes economic development; and does not promote urban sprawl.

Proximity of Subject Parcel Adjacent to Palatka Municipal Airport.

There will be some restrictions and limitations affecting the proposed residential development. A small portion of the parcel (northern portion) lies within the Runway Protection Zone of the Palatka municipal airport. See Exhibit B of this report.

Although the Federal Aviation Administration (FAA) letter indicated that the proposed residential development structures will not pose a hazard to air navigation, subject to some conditions, one of those conditions clearly indicated that in cases where the airport owner can control the use of the property, structures within the RPZ that congregates people are prohibited. Once the property is annexed into the city this prohibition will then apply. As such the residential development would have to be placed in such a way that the residential structure does not encroach into the protection zone. Based on that, the applicant has submitted a revised site plan which complies with the stated prohibition.

An Airport Noise and Residential Land Use Compatibility study would be required to be submitted and, an easement holding the city harmless from possible complaints from future residents would have to be filed. Finally, a Planned Unit Development Overlay will have to be placed on the requested R-3 zoning.

Future Land Use Change Analysis



Figure 2: Current Future Land Use Map (FLUM)



Figure 3: Proposed Future Land Use Map (FLUM)

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Staff are not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations, nor is staff aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

The adopted 2008 Comprehensive Plan does not determine minimum amounts of land needed for commercial or industrial land uses. However, data and analysis for the Future Land Use element does note that commercial land uses comprised 25% of the total land area of the city at that time. Industrial land uses comprised 5.3% of the total land area at that time. As the city and surrounding areas have grown, there has been increased demand for these land uses.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests:

- Low-intensity, low-density, or single-use development or uses.
- Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
- Radial, strip, isolated, or ribbon development patterns.
- Development that fails to adequately protect and conserve natural resources and agricultural activities
- Development that fails to maximize use of existing and future public facilities and services.
- Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
- Development that fails to provide a clear separation between rural and urban uses.
- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

The annexation of this parcel would not contribute to urban sprawl. The area is not considered rural and it is contiguous to the existing city limits, and is located within an urbanized area. The property is surrounded by commercial and industrial uses including the Palatka Municipal Airport. FreeUp Storage Palatka and North Florida Emulsions are located to the south.

Zoning Analysis



Figure 4: Current Zoning Map



Figure 5: Proposed Zoning Map

Section 94-38 (f) (1) requires that the report and recommendations of the Planning Board to the City Commission required by subsection 94-38 (e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan. The proposed zoning with a Planned Unit Development overlay is in conformity with the Comprehensive Plan.*
- b. *The existing land use pattern.*
The existing pattern is of mixed land uses.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
The proposed zoning will not create an isolated district.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc. Townhomes are proposed for development on the property following completion of annexation and rezoning of the parcel. The anticipated increase in residential population would not place an undue strain on the school system or on the city's water and sewer services as there is sufficient capacity.*
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change. The existing district boundaries are not illogical drawn.*
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary. The annexation of the parcel into the city limits makes the assignment of a city zoning district necessary.*
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood. The parcel is currently vacant.*
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety. The rezoning for the proposed development would bring some additional traffic to the area, however there is sufficient capacity on the immediate road facilities to safely absorbed the resulting number of trips.*
- i. *Whether the proposed change will create a drainage problem.*
No drainage problem is anticipated.
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*
- k. *Whether the proposed change will adversely affect property values in the adjacent areas. The proposed rezoning will likely not adversely affect nearby property values.*
- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations. The proposed rezoning will not be a deterrent for improvement of adjacent property.*
- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare. The proposed rezoning will not constitute a grant of special privilege to the owner as contrasted with the public welfare.*
- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning. The revised proposal is for a single-family residential development which is permitted in Multi-family (R-3) zoning district.*

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city. **The zoning will be consistent with the needs of the city and the neighborhood.***
- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use. **The property is being proposed to be annexed into the city and the assignment of a zoning district is warranted .***
- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district. **Not in Historic district.***

PUD Analysis

The intent of the Planned Unit Development is to:

- (1) Encourage the development of large tracts of land as planned neighborhoods or communities.*
- (2) Encourage flexible and creative concepts of site planning.*
- (3) Preserve the natural amenities of the land by encouraging scenic and functional open areas within residential areas.*
- (4) Accomplish a more desirable environment than would be possible through the strict application of minimum requirements of this chapter.*
- (5) Provide for an efficient use of land resulting in smaller networks of utilities and streets and thereby lower development and housing costs.*
- (6) Provide an environment of stable character compatible with surrounding residential areas.*
- (7) Encourage a variety of housing types within the planned development in an orderly relation to one another and to existing land uses, with due regard to the comprehensive plan for the city.*

Section 94-233 of the Zoning Code set forth the development standards which must be applied to any PUD application:

a.- Unity: A parcel which is proposed for planned unit development shall be in single ownership or control.

- **Staff Response: “Daryl Gilbert et al” is listed in the Tax Appraiser’s record as the owner of the property. The application is in compliance with this standard.**

b.- Maximum density: The maximum density of a planned unit development shall not exceed that allowed in the district within which the planned unit development is approved.

- **Staff Response: The underlying zoning district proposed is Multiple-family residential (R-3) which allows a maximum density of 18 dwelling units per acre. The proposed residential development would be approximately 7.6 dwelling units per acre. This proposed density is below the maximum for the R-3 zoning district. The application is in compliance with this standard.**

c.- Access: Every dwelling unit or other permitted use in the planned unit development shall have access to a public street either directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access. Permitted uses are not required to front on a dedicated public road.

- **Staff Response: The concept plan depicts each lot with access fronting a proposed private internal road that connects to Moody Road. The application is in compliance with this standard.**

d.- Internal lots and frontage: Within the boundaries of the planned unit development, no minimum lot size, minimum yards, or maximum height of structures shall be required.

- **Staff Response: The concept plan shows a 35-ft front setback, 15-ft rear setback, and 15-ft side setback. In the draft Development Agreement, the applicant proposes a 20-ft front yard**

setback, 0-5-ft side yard setback, and 15-ft rear yard setback. No maximum height proposed is shown on the concept plan. The application is in compliance with this standard.

e.-Open space requirements: There shall be no minimum open space requirement for planned unit development; however, each planned unit development proposed within the City of Palatka must include provisions for open space, with reference to the preservation of natural features indigenous to the site. For purpose of this section, neither waters of the St. Johns River or land or waters bodies located off-site shall be included in determining open space.

• **Staff Response: The concept plan shows three stormwater management facilities (no area calculation provided). The application is in compliance with this standard.**

f.- Underground utilities: Within a planned unit development, all utilities, including telephone, television cable and electrical systems shall be installed underground, applicable only for new construction. Appurtenances to these systems which require aboveground installation must be effectively screened and thereby may be excepted from this requirement. Primary facilities providing services to the site of the planned unit development may be excepted.

• **Staff Response: The applicant will be required to submit a site plan for the development proposal, and at that time, plans should note compliance with this provision of the PUD ordinance.**

g.- Off-street parking requirements: The off-street parking requirements for uses within a planned unit development shall be as provided in Article V of the City of Palatka municipal code.

• **Staff Response: The concept plan generally depicts the residential parking however the applicant intends for each new townhome (unit) to be accommodated with two vehicular parking spaces. The minimum of 256 parking spaces are required as noted in Section 94-262 of the Code. Staff recommends that a condition regarding the accommodation of guest parking and recommends one vehicular parking space per five units be placed on the development. This condition must also be included in the development agreement. The application will be in compliance with this standard as conditioned.**

h.- Minimum living area for dwelling units: 500 square feet

• **Staff Response: The applicant states that the proposed development will meet the minimum living area, and therefore will be in compliance with this requirement.**

Unified Control

Section 94-234 of the Code requires that the entire development site be under the legal control of the applicant. It also requires that the legal counsel representing the applicant provide opinion stating that developer has the right to impose all covenants and conditions upon the land. All documents and evidence of unified control submitted must be examined by the city attorney who must certify that the documents meet the requirements of this section.

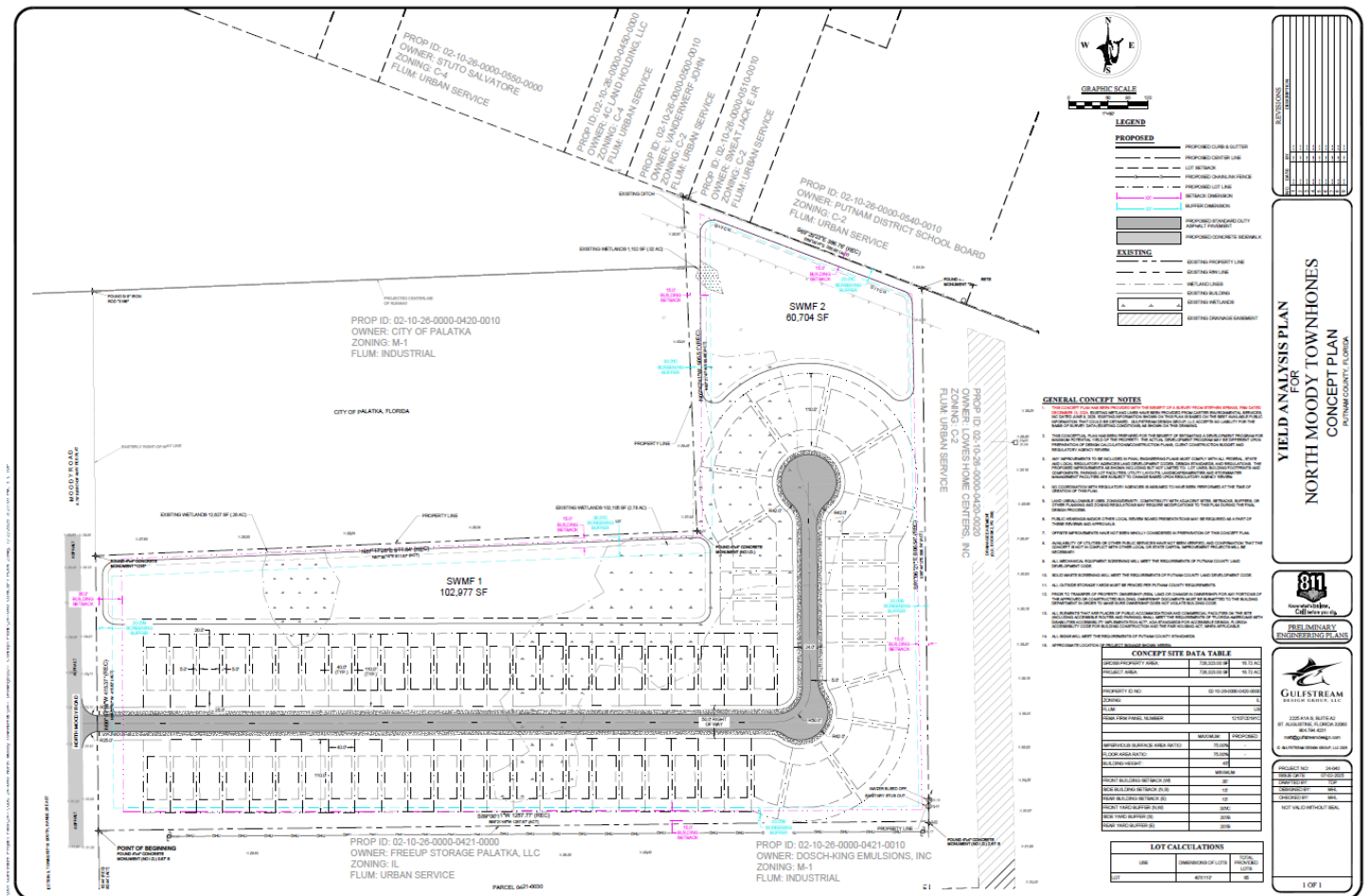
Staff Recommendation

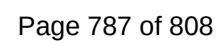
- Staff recommends **approval** of the annexation of "0" N Moody Road (Parcel 02-10-26-0000-0420-0000) for the purpose of connection to City of Palatka water and sewer services
- Staff recommends **approval** to amend the district boundary FLUM designation from Putnam County, Urban Services (US), to City of Palatka Residential High (RH)
- Staff recommends **approval** to rezone from unincorporated Putnam County Light Industrial (IL) to City of Palatka Multiple-family residential with a Planned Unit Development overlay (R-3/PUD)

Conditions:

1. An easement holding the city harmless of noise complaints from future residents must be filed and recorded.
2. The traffic study prepared by a traffic engineer registered in Florida and on file at the Planning Department, must be updated to reflect the proposed new single-family development.
3. The legal counsel representing the applicant must provide legal opinion stating that developer has unified control of the land and the right to impose all covenants and conditions upon the land for certification by the City Attorney.
4. The draft development agreement in file at the Planning Department must be revised by the applicant to reflect the new proposed single-family development.

Exhibit A – Draft Concept Plan





ORDINANCE NO. 2025-38

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM PUTNAM COUNTY URBAN SERVICES (US) TO CITY OF PALATKA RESIDENTIAL HIGH (RH) FOR THE FOLLOWING PROPERTY: 0 MOODY ROAD PALATKA, FLORIDA 32177, PT OF S1/2 OF NW1/4 OR287 P201, OR347 P432(EX OR292 P918 OR604, P730 OR613 P1789 OR962 P12); AND PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by Daryl L Gilbert et al, for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

WHEREAS, Section 163.3187, Florida Statutes, provides for small-scale amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(2), Florida Statutes, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the City Planning Board conducted a public hearing on April 1, 2025 and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission of the City of Palatka conducted a public hearing on July 24, 2025, and

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

Section 1. Adopted Small Scale Amendment

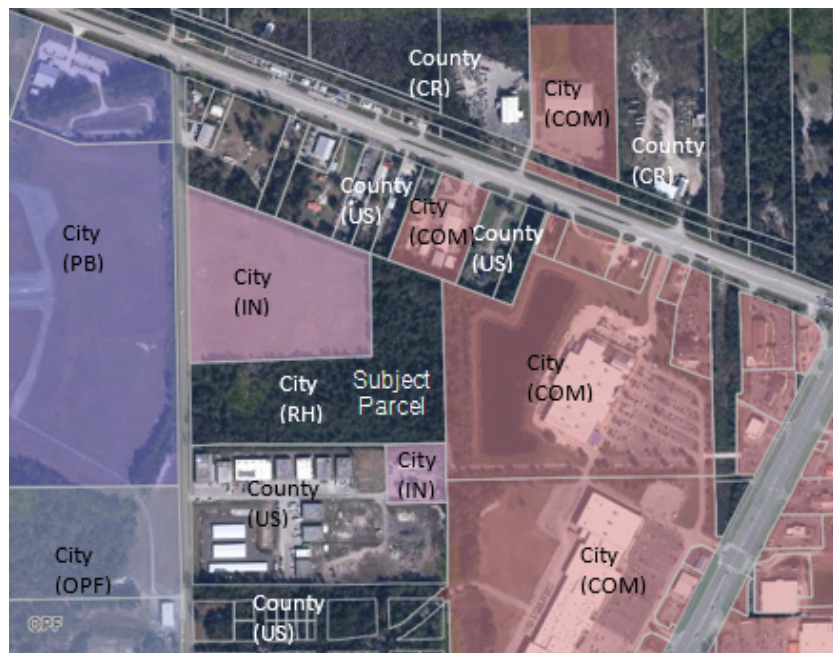
That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1
ADOPTED SMALL SCALE AMENDMENT**

<u>Parcel Number</u>	<u>Acreage</u>	<u>Current Future Land Use</u>	<u>Amended Future Land Use</u>
13-10-26-2550-0010-0100	16.72	Putnam County Urban Services (US)	City of Palatka Residential High (RH)

DESCRIPTION OF PROPERTY:

PT OF S1/2 OF NW1/4 OR287 P201, OR347 P432(EX OR292 P918 OR604, P730 OR613 P1789 OR962 P12), PARCEL 02-10-26-0000-0420-0000, 0 MOODY ROAD



Section 2. The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 3. Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. This Ordinance shall become effective immediately upon adoption; however, the effective date of this amendment to the City of Palatka Comprehensive Plan, if not timely challenged, shall be 31 days after adoption. If challenged within 30 days after adoption, this amendment shall become effective on the date the State land planning agency or the Administration Commission issues a final order determining this amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this amendment has become effective.

Section 5. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 24th day of July 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Ordinance 2025-38 FLUM PARCEL 02-10-26-0000-0420-0000" More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 50 ACRES IN SIZE) FROM PUTNAM COUNTY URBAN SERVICES (US) TO CITY OF PALATKA RESIDENTIAL HIGH (RH) FOR THE FOLLOWING PROPERTY: 0 MOODY ROAD PALATKA, FLORIDA 32177, PT OF S1/2 OF NW1/4 OR287 P201, OR347 P432(EX OR292 P918 OR604, P730 OR613 P1789 OR962 P12); AND PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

Case PB 24-29 Annexation, Amendment to FLUM and Rezoning with PUD Overlay
Address: “0” Moody Road, Approx. 16.72 acres +/-
Parcel No.: 02-10-26-0000-0420-0000
Applicant: Bryan Greiner, Gulfstream Design Group, LLC

STAFF REPORT

DATE: July 2, 2025
TO: City of Palatka Planning Board
FROM: Lorenzo Aghemo, Planning Director

APPLICATION REQUEST

Request is to annex one parcel, approximately 16.72 acres +/-, from unincorporated Putnam County to the City of Palatka for the purpose of connecting to city water and sewer systems, amend the Future Land Use Map (FLUM) from Putnam County Urban Services (US) to City of Palatka Residential High density (RH), and rezone from Putnam County Light Industrial (IL) to City of Palatka Multiple-family residential with a Planned Unit Development overlay (R-3/ PUD). The proposed site is currently vacant with no structures.

Public notice included legal advertisement in the *Palatka Daily News*, notice signs posted on property, and mailed notices to property owners within 150 feet of the subject property.

The site was originally proposed to be developed for 128 townhomes, however after the Planning Board meeting the applicant is proposing to develop the parcel with 61 single family homes. This is a significant reduction of development intensity. The parcel is currently located within the jurisdiction of Putnam County.

Background

The application is for a 16.72 acre +/- parcel located “0” Moody Road, parcel 02-10-26-0000-0420-0000. The site is bordered by the city limits to the north, east, south-east, and west. Properties to the south of the subject site are located in unincorporated Putnam County. This site is adjacent to Lowe’s Garden Center to the east and the Palatka Municipal Airport to the west. The applicant requests connection to the city’s water and sewerage facilities.



Figure 1: Subject site shown in orange.

Table 1: Current and Proposed Future Land Use Map and Zoning Designations

	Actual Use	FLUM	ZONING
Property Existing	Vacant	Putnam County, Urban Services (US)	Putnam County, Light, Industrial (IL)
Property Proposed	Townhomes	City of Palatka, Residential High (RH)	City of Palatka, Multiple-family Residential (R-3)
North	North East Florida Educational Consortium, and a vacant parcel	City of Palatka, Commercial (COM), and Light Industrial (IL)	City of Palatka, Commercial, Intensive (C-2), and Industrial, Light (IL)
South	FreeUp Storage Palatka, and North Florida Emulsions	Putnam County, Urban Services (US)	Putnam County, Light Industrial (IL)
East	Lowe's Garden Center	City of Palatka, Commercial (COM)	City of Palatka, Commercial, Intensive (C-2)
West	Palatka Municipal Airport	City of Palatka, Public Buildings and Grounds (PB)	City of Palatka, Airport (AP-1)

PROJECT ANALYSIS

Annexation Analysis

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be “reasonably compact.”

Contiguous: F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality’s boundary.

Compactness: The statute provides a definition for compactness that requires an annexation to be for properties in a single area and precludes any action that would create or increase enclaves, pockets, or finger areas in serpentine patterns.

Annexation of this property meets the standard of compactness because it does not create an enclave or pocket and the proposed annexation borders the city limits to the north, east, west and portions to the south.

Connection to Water and Sewer: **Water and sewerage are available to the site in question. The applicant desires connection which are adequate to handle the expected volume.**

Comprehensive Plan Public Facilities Element Policy D.1.2.1.

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the City; however, the distribution of potable water for areas outside of City limits is conditioned upon annexation only when those properties become contiguous. Annexation of contiguous property receiving water or sewer service shall not be required if provision of service to a

property, in substantive terms, improves the efficiency of the collection system, supports the system through additional service and user fees, achieves environmental protection, and promotes economic development; and does not promote urban sprawl.

Proximity of Subject Parcel Adjacent to Palatka Municipal Airport.

There will be some restrictions and limitations affecting the proposed residential development. A small portion of the parcel (northern portion) lies within the Runway Protection Zone of the Palatka municipal airport. See Exhibit B of this report.

Although the Federal Aviation Administration (FAA) letter indicated that the proposed residential development structures will not pose a hazard to air navigation, subject to some conditions, one of those conditions clearly indicated that in cases where the airport owner can control the use of the property, structures within the RPZ that congregates people are prohibited. Once the property is annexed into the city this prohibition will then apply. As such the residential development would have to be placed in such a way that the residential structure does not encroach into the protection zone. Based on that, the applicant has submitted a revised site plan which complies with the stated prohibition.

An Airport Noise and Residential Land Use Compatibility study would be required to be submitted and, an easement holding the city harmless from possible complaints from future residents would have to be filed. Finally, a Planned Unit Development Overlay will have to be placed on the requested R-3 zoning.

Future Land Use Change Analysis



Figure 2: Current Future Land Use Map (FLUM)



Figure 3: Proposed Future Land Use Map (FLUM)

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Staff are not aware of any soil or topography conditions that would present major problems for additional future development of this property in accordance with all applicable land development regulations, nor is staff aware of natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

The adopted 2008 Comprehensive Plan does not determine minimum amounts of land needed for commercial or industrial land uses. However, data and analysis for the Future Land Use element does note that commercial land uses comprised 25% of the total land area of the city at that time. Industrial land uses comprised 5.3% of the total land area at that time. As the city and surrounding areas have grown, there has been increased demand for these land uses.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests:

- Low-intensity, low-density, or single-use development or uses.
- Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
- Radial, strip, isolated, or ribbon development patterns.
- Development that fails to adequately protect and conserve natural resources and agricultural activities
- Development that fails to maximize use of existing and future public facilities and services.
- Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.
- Development that fails to provide a clear separation between rural and urban uses.
- Development that discourages or inhibits infill development and redevelopment.
- Development that fails to encourage a functional mix of uses.

The annexation of this parcel would not contribute to urban sprawl. The area is not considered rural and it is contiguous to the existing city limits, and is located within an urbanized area. The property is surrounded by commercial and industrial uses including the Palatka Municipal Airport. FreeUp Storage Palatka and North Florida Emulsions are located to the south.

Zoning Analysis



Figure 4: Current Zoning Map



Figure 5: Proposed Zoning Map

Section 94-38 (f) (1) requires that the report and recommendations of the Planning Board to the City Commission required by subsection 94-38 (e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

- a. *Whether the proposed change is in conformity with the Comprehensive Plan. The proposed zoning with a Planned Unit Development overlay is in conformity with the Comprehensive Plan.*
- b. *The existing land use pattern.*
The existing pattern is of mixed land uses.
- c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*
The proposed zoning will not create an isolated district.
- d. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc. Townhomes are proposed for development on the property following completion of annexation and rezoning of the parcel. The anticipated increase in residential population would not place an undue strain on the school system or on the city's water and sewer services as there is sufficient capacity.*
- e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change. The existing district boundaries are not illogical drawn.*
- f. *Whether changed or changing conditions make the passage of the proposed amendment necessary. The annexation of the parcel into the city limits makes the assignment of a city zoning district necessary.*
- g. *Whether the proposed change will adversely influence living conditions in the neighborhood. The parcel is currently vacant.*
- h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety. The rezoning for the proposed development would bring some additional traffic to the area, however there is sufficient capacity on the immediate road facilities to safely absorbed the resulting number of trips.*
- i. *Whether the proposed change will create a drainage problem.*
No drainage problem is anticipated.
- j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*
- k. *Whether the proposed change will adversely affect property values in the adjacent areas. The proposed rezoning will likely not adversely affect nearby property values.*
- l. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations. The proposed rezoning will not be a deterrent for improvement of adjacent property.*
- m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare. The proposed rezoning will not constitute a grant of special privilege to the owner as contrasted with the public welfare.*
- n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning. The revised proposal is for a single-family residential development which is permitted in Multi-family (R-3) zoning district.*

- o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*
The zoning will be consistent with the needs of the city and the neighborhood.
- p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.* **The property is being proposed to be annexed into the city and the assignment of a zoning district is warranted .**
- q. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.* **Not in Historic district.**

PUD Analysis

The intent of the Planned Unit Development is to:

- (1) *Encourage the development of large tracts of land as planned neighborhoods or communities.*
- (2) *Encourage flexible and creative concepts of site planning.*
- (3) *Preserve the natural amenities of the land by encouraging scenic and functional open areas within residential areas.*
- (4) *Accomplish a more desirable environment than would be possible through the strict application of minimum requirements of this chapter.*
- (5) *Provide for an efficient use of land resulting in smaller networks of utilities and streets and thereby lower development and housing costs.*
- (6) *Provide an environment of stable character compatible with surrounding residential areas.*
- (7) *Encourage a variety of housing types within the planned development in an orderly relation to one another and to existing land uses, with due regard to the comprehensive plan for the city.*

Section 94-233 of the Zoning Code set forth the development standards which must be applied to any PUD application:

a.- Unity: A parcel which is proposed for planned unit development shall be in single ownership or control.

- **Staff Response: "Daryl Gilbert et al" is listed in the Tax Appraiser's record as the owner of the property. The application is in compliance with this standard.**

b.- Maximum density: The maximum density of a planned unit development shall not exceed that allowed in the district within which the planned unit development is approved.

- **Staff Response: The underlying zoning district proposed is Multiple-family residential (R-3) which allows a maximum density of 18 dwelling units per acre. The proposed residential development would be approximately 7.6 dwelling units per acre. This proposed density is below the maximum for the R-3 zoning district. The application is in compliance with this standard.**

c.- Access: Every dwelling unit or other permitted use in the planned unit development shall have access to a public street either directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access. Permitted uses are not required to front on a dedicated public road.

- **Staff Response: The concept plan depicts each lot with access fronting a proposed private internal road that connects to Moody Road. The application is in compliance with this standard.**

d.- Internal lots and frontage: Within the boundaries of the planned unit development, no minimum lot size, minimum yards, or maximum height of structures shall be required.

- **Staff Response: The concept plan shows a 35-ft front setback, 15-ft rear setback, and 15-ft side setback. In the draft Development Agreement, the applicant proposes a 20-ft front yard**

setback, 0-5-ft side yard setback, and 15-ft rear yard setback. No maximum height proposed is shown on the concept plan. The application is in compliance with this standard.

e.-Open space requirements: There shall be no minimum open space requirement for planned unit development; however, each planned unit development proposed within the City of Palatka must include provisions for open space, with reference to the preservation of natural features indigenous to the site. For purpose of this section, neither waters of the St. Johns River or land or waters bodies located off-site shall be included in determining open space.

• **Staff Response: The concept plan shows three stormwater management facilities (no area calculation provided). The application is in compliance with this standard.**

f.- Underground utilities: Within a planned unit development, all utilities, including telephone, television cable and electrical systems shall be installed underground, applicable only for new construction. Appurtenances to these systems which require aboveground installation must be effectively screened and thereby may be excepted from this requirement. Primary facilities providing services to the site of the planned unit development may be excepted.

• **Staff Response: The applicant will be required to submit a site plan for the development proposal, and at that time, plans should note compliance with this provision of the PUD ordinance.**

g.- Off-street parking requirements: The off-street parking requirements for uses within a planned unit development shall be as provided in Article V of the City of Palatka municipal code.

• **Staff Response: The concept plan generally depicts the residential parking however the applicant intends for each new townhome (unit) to be accommodated with two vehicular parking spaces. The minimum of 256 parking spaces are required as noted in Section 94-262 of the Code. Staff recommends that a condition regarding the accommodation of guest parking and recommends one vehicular parking space per five units be placed on the development. This condition must also be included in the development agreement. The application will be in compliance with this standard as conditioned.**

h.- Minimum living area for dwelling units: 500 square feet

• **Staff Response: The applicant states that the proposed development will meet the minimum living area, and therefore will be in compliance with this requirement.**

Unified Control

Section 94-234 of the Code requires that the entire development site be under the legal control of the applicant. It also requires that the legal counsel representing the applicant provide opinion stating that developer has the right to impose all covenants and conditions upon the land. All documents and evidence of unified control submitted must be examined by the city attorney who must certify that the documents meet the requirements of this section.

Staff Recommendation

- Staff recommends **approval** of the annexation of "0" N Moody Road (Parcel 02-10-26-0000-0420-0000) for the purpose of connection to City of Palatka water and sewer services
- Staff recommends **approval** to amend the district boundary FLUM designation from Putnam County, Urban Services (US), to City of Palatka Residential High (RH)
- Staff recommends **approval** to rezone from unincorporated Putnam County Light Industrial (IL) to City of Palatka Multiple-family residential with a Planned Unit Development overlay (R-3/PUD)

Conditions:

1. An easement holding the city harmless of noise complaints from future residents must be filed and recorded.
2. The traffic study prepared by a traffic engineer registered in Florida and on file at the Planning Department, must be updated to reflect the proposed new single-family development.
3. The legal counsel representing the applicant must provide legal opinion stating that developer has unified control of the land and the right to impose all covenants and conditions upon the land for certification by the City Attorney.
4. The draft development agreement in file at the Planning Department must be revised by the applicant to reflect the new proposed single-family development.

Exhibit A – Draft Concept Plan

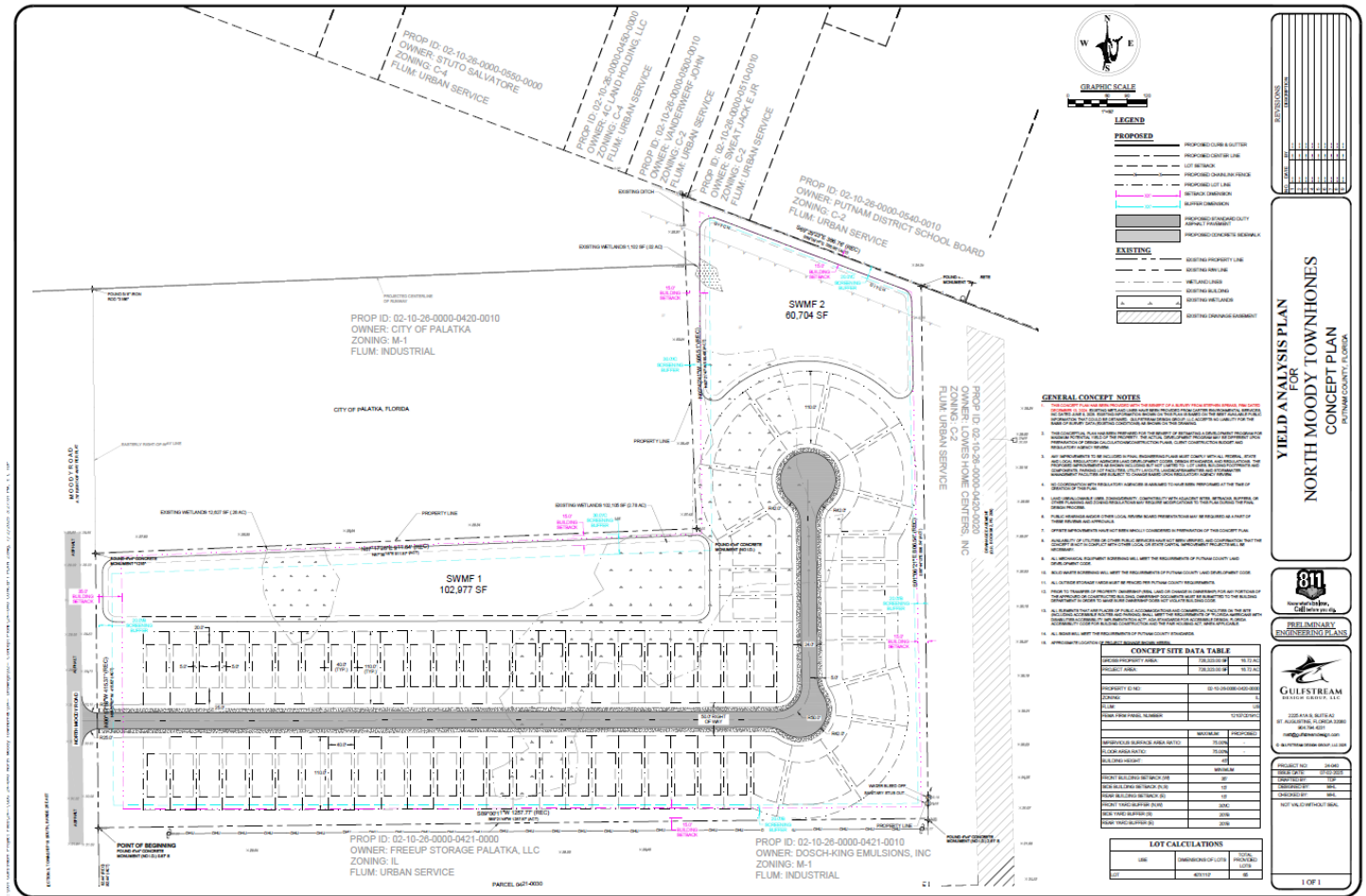
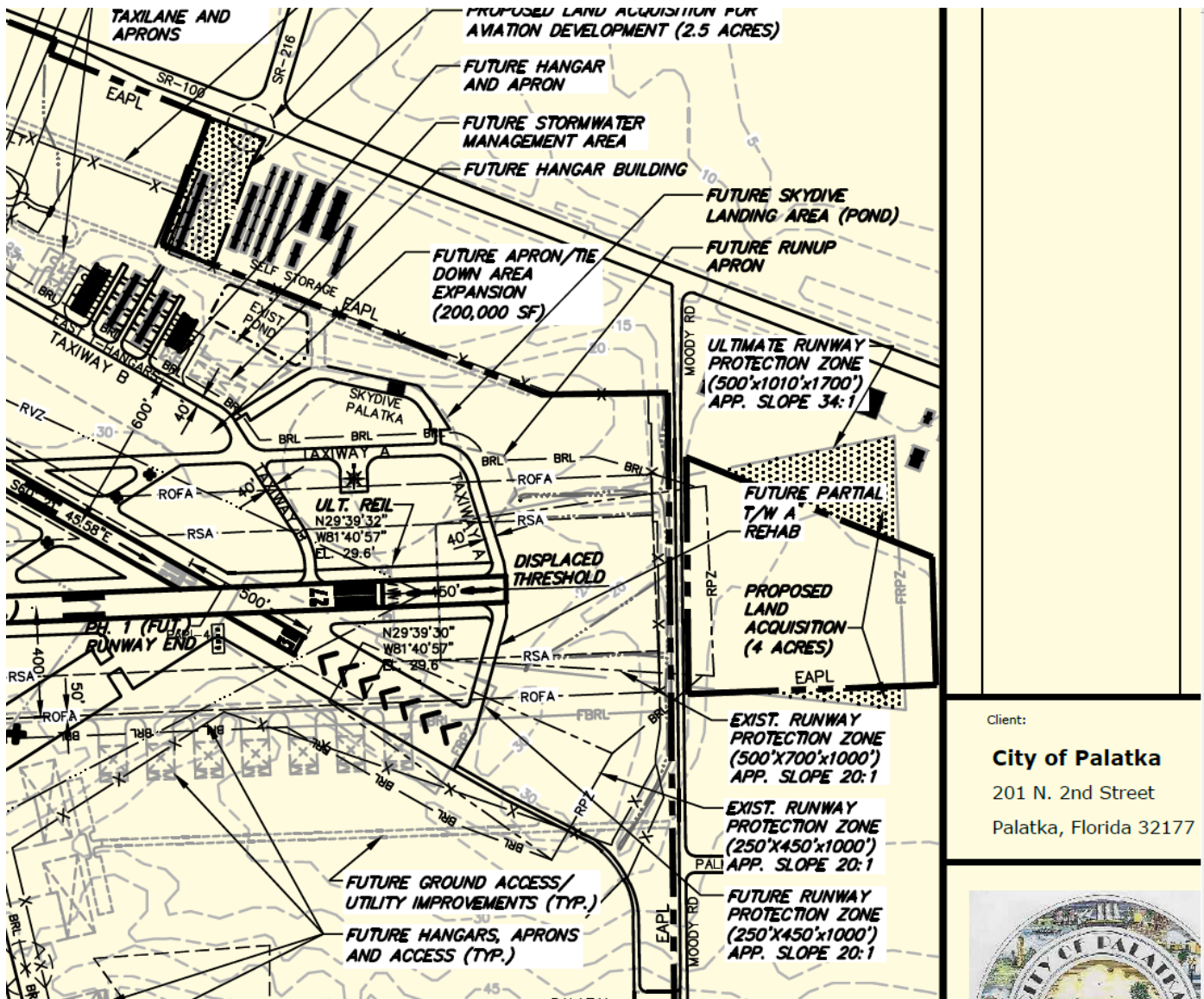


Exhibit B –Runway Protection Zone



This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL 32177

ORDINANCE NO. 2025-39

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY LIGHT INDUSTRIAL (IL) TO CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL WITH A PLANNED UNIT DEVELOPMENT OVERLAY (R-3/PUD) FOR THE FOLLOWING PROPERTY: 0 MOODY ROAD, PALATKA, FL 32177, PT OF S1/2 OF NW1/4 OR287 P201, OR347 P432(EX OR292 P918 OR604, P730 OR613 P1789 OR962 P12) PARCEL 02-10-26-0000-0420-0000, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by Daryl L Gilbert et al, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on April 1, 2025, and two public hearings before the City Commission of the City of Palatka on July 24, 2025, and August 28, 2025, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from the present zoning classification of Putnam County Light Industrial (IL) to City of Palatka Multiple-Family Residential with Planned Unit Development Overlay (R-3/PUD) classification.

DESCRIPTION OF PROPERTY:

**PT OF S1/2 OF NW1/4 OR287 P201, OR347 P432(EX OR292 P918 OR604, P730 OR613 P1789 OR962 P12), 0 MOODY ROAD
Putnam County Property Appraiser’s Parcel No.: 02-10-26-0000-0420-0000**



Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 24th day of May 2025.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 28th day of August 2025.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

City Clerk

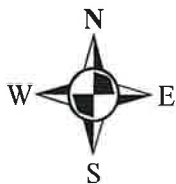
APPROVED AS TO FORM AND CORRECTNESS:

City Attorney



Image Source: ESRI 2023
Date: 02-21-2024
Project Number: 24-040

US Feet
0 165 330



EXISTING ZONING MAP NORTH MOODY TOWNHOMES PUTNAM COUNTY, FLORIDA



Gulfstream Design Group, LLC
2225 A1A S, Suite A2
St. Augustine, FL 32080
904.794.4231

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Ordinance 2025-39 Rezone PARCEL 02-10-26-0000-0420-0000" More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY LIGHT INDUSTRIAL (IL) TO CITY OF PALATKA MULTIPLE-FAMILY RESIDENTIAL WITH A PLANNED UNIT DEVELOPMENT OVERLAY (R-3/PUD) FOR THE FOLLOWING PROPERTY: 0 MOODY ROAD, PALATKA, FL 32177, PT OF S1/2 OF NW1/4 OR287 P201, OR347 P432(EX OR292 P918 OR604, P730 OR613 P1789 OR962 P12) PARCEL 02-10-26-0000-0420-0000, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.