ROBERTA M. CORREA
MAYOR - COMMISSIONER

ANNIE H. DAVIS
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

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CHRIS TAYLOR
CHIEF, FIRE DEPT

AGENDA
CITY COMMISSION MEETING
September 10, 2025 at 6:00 PM

1. CALL TO ORDER

a. Invocation

b. Pledge of Allegiance

c. Roll Call

2. APPROVAL OF MINUTES

a. Special Called Meeting August 4, 2025

b. August 6, 2025, Budget Workshop

3. CITY MANAGER AND ADMINISTRATIVE REPORTS

a. City Manager Report/Updates

b. My Palatka GoGov App

4. PUBLIC COMMENTS

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

b. **Commission and Staff Response**

5. CONSENT AGENDA

a. **ADOPT RESOLUTION - 2025-R-98** Davis Easement and Grant of Right of First Refusal to the City of Palatka

b. ADOPT RESOLUTION 2025-R-106 Community Affairs and Recreation Policy.

c. ADOPT RESOLUTION 2025-R-117 granting a special events permit to Kathy Griffin for the Annual Azalea Festival to be held on February 26th-March 1st 2026. Hours will vary from 12pm- 6pm and 10pm.

d. ADOPT RESOLUTION 2025-R-118 granting a special events permit to Bartram Trail Society of Florida for the annual Bartram Frolic Festival, which will be held April 21st through the 26th of 2026 with hours being 8am–4pm.

e. ADOPT RESOLUTION 2025-R-119 granting a special events permit to North Folk Network for the Annual NFFN Fall Festival which will be held on October 4th 2025.

f. ADOPT RESOLUTION 2025-R-116 Approval of McLaury Cove PUD Final Plat

g. ADOPT RESOLUTION 2025-R-120 granting a special events permit to Robin Robinson of 91.3 Hope FM for the Annual Trot for Hope Walk/Run Fundraiser for the local radio station which will be held on November 27th 2025.

h. ADOPT RESOLUTION 2025R-121 Community Affairs is requesting approval for the renaming of the

Jenkins Building, the colors of the Jenkins building and logo for community affairs.

i. ADOPT RESOLUTION 2025-R-122 granting a special events permit to the Palatka Police Department for the 10th Annual Trunk or Treat event which will be held on 10/31/2025.

j. Approval of the Professional Firefighters of Palatka Local 2992 contract with the City of Palatka 2025-2028

k. Approval of City of Palatka and the Coastal Florida Police Benevolent Association contract

6. REGULAR BUSINESS

a. Recess for 10 minutes at 7:30 PM.

b. Larimer RFP Bid Protest

7. DISCUSSION/DIRECTION

a. Legislative priorities and appropriations

8. PUBLIC HEARINGS

a. **Second Reading:** Airport Chapter 7: **ORDINANCE 2025-16** AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ESTABLISHING CHAPTER 7 OF THE MUNICIPAL CODE OF THE CITY OF PALATKA, FLORIDA PERTAINING TO THE AIRPORT, ESTABLISHING THE JURISDICTIONAL AND TERRITORIAL LIMITS, RULES AND REGULATIONS AND THE AIRPORT ADVISORY BOARD, PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND SCRIVNER'S ERRORS.

b. **Second Reading: ORDINANCE NO. 2025-40**
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 12-10-26-0820-0010-0050, BROOKS S/D OF HUSSONS ADD, MB2 P37 BLK A LOTS 5 6 + W'LY, 100 FT OF LOTS 7 8 9, 2409 PRESIDENT STREET, PALATKA, FLORIDA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

c. **Second Reading: ORDINANCE NO. 2025-42**
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 COMMERCIAL, GENERAL LIGHT (C-2) TO CITY OF PALATKA SINGLE-FAMILY RESIDENTIAL (R-1), FOR THE PROPERTY LOCATED AT 2409 PRESIDENT STREET PALATKA, FLORIDA 32177, PARCEL 12-10-26-0820-0010-0050; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

d. **Second Reading: ORDINANCE NO. 2025-43**
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 12-10-26-4030-0040-0406, LOCATED AT 2706 CECILLE AVENUE, PALATKA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA, PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

e. **Second Reading: ORDINANCE NO. 2025-45**
AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY RESIDENTIAL (R-1A) TO CITY OF PALATKA RESIDENTIAL SINGLE-FAMILY (R-1A) FOR THE FOLLOWING PROPERTY:2706 CECILLE AVENUE, PALATKA, FL 32177, HUSSONS ADD TO PALATKA HEIGHTS, MB1 P18 BLK 4 PT OF LOT 4, OR21 P510 (EX OR198 P703 RD) PARCEL NO. 12-10-26-4030-0040-0406, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

f. **Adopt Ordinance 2025-55**: Fee Schedule: AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE PALATKA MUNICIPAL CODE AND AMENDING APPENDIX A (FEE SCHEDULE) OF THE MUNICIPAL CODE OF THE CITY OF PALATKA AS IT PERTAINS TO FEES AND OTHER CHARGES RELATING TO: CHAPTER 34. FIRE PREVENTION AND PROTECTION, CHAPTER 46 OFFENSES AND MISCELLANEOUS PROVISIONS,CHAPTER 50. PARKS AND RECREATION, CHAPTER 82. TRAFFIC AND VEHICLES, CHAPTER 86. UTILITIES, AND CHAPTER 95. ADMINISTRATIVE FEES; PROVIDING FOR CONFLICT, SEVERABILITY, EFFECTIVE DATE, AND SCRIVENER'S ERRORS.

g. **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.

h. **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

i. First Public Hearing - Proposed Millage Rate and Budget for fiscal year 2025-2026 6.4000 mills proposed.

i) Adopt Resolution 2025-R-114 Setting the Proposed FY 2025-2026 Millage Rate at 6.4000 mills

ii) Adopt Resolution 2025-R-123 Adopting the Tentative Budget for Fiscal Year 2025-2026 in the amount of $85,592,317

9. COMMISSIONER COMMENTS

10. ADJOURN

Upcoming Events	**Board Vacancies**
September 16, 2025, Special Magistrate	Airport Advisory Board - 5 vacancies
September 25, 2025, Regular Commission Meeting	Firefighters Pension Board - 1 vacancy
October 2, 2025, Historic Preservation Board Meeting	Planning Board - 2 vacancies
October 7, 2025, Planning Board Meeting	Tree Committee - 1 vacancy
October 9, 2025, Commission Regular Meeting	General Employee Pension - 2 Vacancies
October 21, 2025, Special Magistrate	Police Pension - 1 Vacancy
October 23, 2025, Commission Regular Meeting.	

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CITY of Palatka FLORIDA

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

AGENDA
CITY COMMISSION SPECIAL CALLED MEETING
August 4, 2025, at 5:00 PM

Invocation
The Invocation was led by Commissioner Davis.

Pledge of Allegiance
The Pledge of Allegiance was led by Commissioner Jones.

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

PUBLIC COMMENTS
There were no public comments at that time.

REGULAR BUSINESS
Resolution 2025-R-100
Mayor Correa read Resolution 2025-R-100.
Vote: Commissioner Borom moved to approve Resolution 2025-R-100. Commissioner Davis seconded the motion which passed all ayes.

Agenda Request
Ms. Pierre read the timetable for Chapter 200 of the Florida Statutes. She also stated the city received the certification of tax value from the County Appraiser for the fiscal year 2025, the preliminary gross taxable value is $739,656,112 which is 3.75% or $26,703,087 increase from 2024-2025 value $712,953,025.
Ms. Pierre also stated the First Budget Hearing is scheduled for Wednesday September 10, 2025.
Ms. Pierre gave the Options to the Commission.

Options:

Option 1 Adopt the rolled-back millage rate of 6.1271

Option 2 Adopt the current millage rate of 6.4000

Option 3 Consider other options as directed by the Board

Ms. Pierre discussed the operating millage rate analysis: 6.2397, 6.4000, 6.6800 and 7.0000.

Rate Options	PROPOSED RATE		Optional Rates	
	2025- 2026 Rolled Back Rate	2024-2025 Current Rate	2025 • 2026 Alternate Rate l	2025-2026 Alternate Rate 2
2025 - 2026 Certified Gross Taxable Value	$739,656,112	$739,656,112	$739,656,112	$739,656,112
RATES	0.62397%	0.64000%	0.68000%	0.70000%
Percentage of Increase In excess of rolled-back rate		0.025690	0.089796	0.121849
Proposed AdValorem Revenue	$4,615,232	$4,733,799	$5,029,662	$5,177,593
Revenue Above Rolled-back rated		$118,567	$414,429	$562,361

Ms. Pierre stated the higher millage rate could be considered because it will provide essential services for the city.
Commissioner Borom stated he understood that the city needs to be taken care of, but to increase taxes just to increase taxes to say we have these things. He also stated he sent an email to Ms. Carty last week asking requesting to have a thorough examination of what the city truly needs in terms of priority. Ms. Carty stated staff are currently working on that and she is hoping to get it to you before August 6th, 2025.
Commissioner Davis stated what the staff recommendation is because staff gave this Commission option not a recommendation. Ms. Pierre stated the staff recommendation is to set the millage rate at a higher rate. She stated because this is a tentative millage rate this is not set in stone and when the city gets to the final budget hearing you do have the option to lower the rate.
Commissioner Davis stated when this meeting started there was a motion to set the millage rate at 6.4. Commissioner Davise asked the commissioner already voted to accept a rate. The commission is now receiving information that could possibly change that vote. She would like to know what the commission options are if the commission decided to agree to a new rate.
Mr. Brookes stated the commission would need a vote to reconsider. The commission would need a new motion to approve the new rate.
Commissioner Davis stated “for the record” if there is a physical quorum in chambers, the commissioner who is attending virtually is allowed to vote. Mr. Brookes stated yes, because there is a physical quorum, there will need to be a roll call vote.
Commissioner Campbell asked for the motion to be reconsidered must it come from the person who made the motion or the second person, just so this commission can stay in proper protocol. I know there are some procedures regarding making a vote for reconsideration. Mr. Brookes stated anyone on the commission can make the motion to reconsider because the vote was unanimous, however it would be preferable for the person made the motion make the motion to reconsider.
Commissioner Borom stated this commission is voting on 6.8 or 7.0 and not knowing what the city is going to get from each that was his only issue and pause.
Ms. Pierre stated today August 4th, 2025, is the last day to notify the property Appraisers Office, if we do not provide a rate, they will automatically use the rollback rate which we should avoid.
Commissioner Jones stated he would like to keep the rate the same or see if this Commission can roll it back because the citizens are getting taxed by the school district, and the county tax as both have increased.
Commissioner Davis stated she would not do anything that would increase taxes. However, to maintain the standard level the city has now, considering inflation and rising cost never stays the

same, it is always moving forward or backward. She also stated she does not want to increase the millage rate . However, she would like to make sure that the city isn't locked into something that will hurt it in the future. She feels the commission should consider a higher rate if the finance director makes that recommendation based on what she has reviewed.
Mayor Correa stated she agreed with Commissioner Davis that the commission should have the ability or the option to consider every scenario. She feels that this commission hopes to have that lesser rate. Mayor Correa stated she feels if the commission just says this is the limit.
Vote: Commissioner Davis moved to reconsider the vote to keep the tentative millage rate at 6.4. Commissioner Campbell seconded the motion. Roll call was taken. Commissioner Campbell aye; Commissioner Jones, nay; Commissioner Borom, nay; Commissioner Davis, aye; Mayor Correa, aye. The motion passed 3-2.
Vote: Commissioner Davis moved that the tentative millage rate based on 7.0 mils based on the recommendation from staff. Commissioner Campbell seconded the motion. Roll call was taken. Commissioner Campbell aye; Commissioner Jones, nay; Commissioner Borom, nay; Commissioner Davis, aye; Mayor Correa, aye. The motion passed 3-2.

COMMISSIONER COMMENTS
Commissioner Campbell stated based on what was heard today he believes that a commissioner makes a request that would be pertain to any voting that may come to us that that information be provided prior to the meeting to all commissioners.

ADJOURN
Commissioner Borom moved to adjourn. Commissioner Jones seconded which passed unanimously.

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CITY of Palatka FLORIDA

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

City Commission Workshop
August 6, 2025, Minutes

Invocation
Invocation was led by Commissioner Davis

Pledge of Allegiance
Pledge of Allegiance was led by Assistant Chief Newcomb.

Roll Call
Mayor Correa, Commissioner Davis, Commissioner Campbell, and Commissioner Borom were present. Commissioner Jones attended via Zoom.

Public Comment
There was no public comment at this time.

BUDGET FY 2025-2026
2025-2026 4th Draft Budget Revenues and Expenses
Ms. Pierre gave the Budget Draft report for FY 2025-2026.
Mayor Correa asked about the other government service line special events, budget of $26,400 she would like clarification.
Commissioner Davis asked for column and row headers numbers so the Commission can reference them better.

Operational, Capital Grant Debt Servicing & Transfers, Reimbursements, Reserves
Ms. Pierre explained this section with the following guide:

Personnel Expenses	20%	$17,700,181
Operational Expenses	13%	$11,302,642
Capital Expenditures and Outlay	22%	$18735,186
Grant Expenditures	28%	$24,274,302
Dept Servicing Expenditures	3%	$2,194,629
Transfer, Reimbursement, Reserves	14%	$12,163,102
2025-2026 Budget Breakdown	100%	$86,370,042

Proposed Budget Adjustments:
Ms. Pierre gave the report on the proposed budget adjustment. She stated the actual rate, which is the first line, rate table service size. Ms. Pierre stated GB is for garbage residential inside city limits and the actual rate is under the row that's named non meter charge. She also stated that it's at 27.1 and staff has applied a 4% increase.

2025-2026 Proposed Rate for Utilities

Rate Options	PROPOSED RATE		Optional Rates	
	2025- 2026 Rolled Back Rate	2024-2025 Current Rate	2025 • 2026 Alternate Rate l	2025-2026 Alternate Rate 2
2025 - 2026 Certified Gross Taxable Value	$739,656,112	$739,656,112	$739,656,112	$739,656,112
RATES	0.62397%	0.64000%	0.68000%	0.70000%
Percentage of Increase In excess of rolled-back rate		0.025690	0.089796	0.121849
Proposed AdValorem Revenue	$4,615,232	$4,733,799	$5,029,662	$5,177,593
Revenue Above Rolled-back rated		$118,567	$414,429	$562,361

2024 - 2025 Certified Gross Taxable Value	$712,953,025
Increase in gross taxable value of real property	$26,703,087
Percentage of Increase	3.7%

2025-2026 Fire Assessment Analysis
Ms. Pierre spoke on the Fire Assessment Analysis. She stated the taxable value for the fire assessment is $731,611. The cost variable is per 1,000 with staff offering several options. The current rate is 2.46 and the option would be to make the variable cost at $2.00 with a fixed rate at $175. Variable $1.75 with a fixed rate at $175.Varible at $1.50 with a fixed rate at $175.

Consumer Price Index (CIP)
Ms. Pierre explained the CIP report to the Commission. She stated she compared the CIP with the current year 2025 with last year's CIP report 2024.

Decision Unit Requests Summary FY 2025-2026
Ms. Pierre explained this is a "wish list" of needs from every city department. The requests were provided to commissioners with justifications. A key request was for a ladder truck for the fire department, which the fire chief highlighted as a significant concern due to its age. Commissioner Campbell asked when will the decision units come to us for discussion? Commissioner Campbell also stated he feels it is important that either the city manager or the department head speak to the request necessity of their request. He would also like to see if the decision units can be squeezed in at the next budget workshop. Ms. Carty explained when we get to August 28th staff will be forced at that time that the budget staff presents to you is a balanced budget. Commissioner Campbell stated he had hoped the commission would have had a discussion that would allow us to really take into consideration, as he stated before, in previous conversations, that often the commission will get to a point where they are just looking for a

balanced budget. Which is what is wanted. Ms. Carty offered to ask the department heads to come up and speak on behalf of their decision units.
Commissioner Davis stated she agreed with Commissioner Campbell, and she stated the commission knows they have the full list; however, she would like to know what is required from that list. Ms. Carty explained the only item that was affected by the budget was the ladder truck for $1,800,000. Then with a suggestion at number 17 which is fire requesting personnel up to six with a recommendation for bringing it down to 2.
Chief Taylor stated the ladder truck is his biggest concern. which is 20 years old, is a bigger concern than the fire engines, which are eight and nine years old. He also mentioned that the fire engine request could be pushed back a year or two and he has been talking to a manufacturer that may have some demo trucks, so the price may come down. As far as personnel, he applied for a grant, so there is no money coming out of the budget this year. If we get that grant then the first year would be paid for by the federal government, second year 75% and third year 50% then we are on our own.

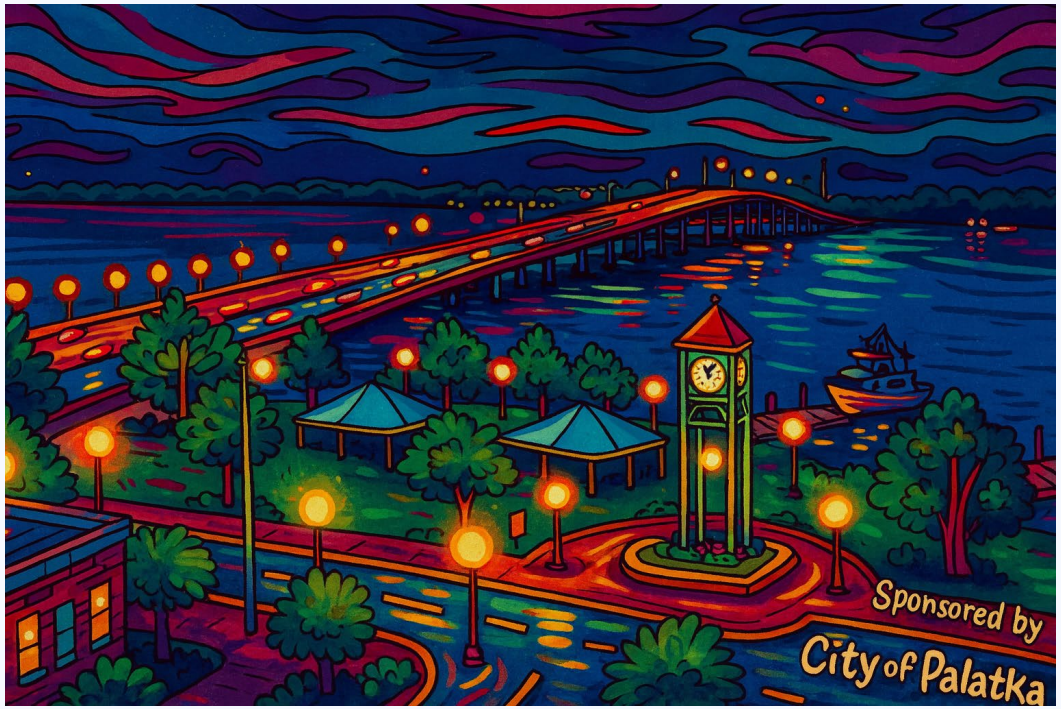
Commissioner Davis asked about the condition of water plant. Mr. Joe Verrechio explained the plant is whole, but it is failing. The decision units for the water treatment plants are serious and they need to move forward.
Commissioner Borom asked for a Comprehensive list so the Commission can understand and help with the Budget before the Commission gets to this budget process.
Mayor Correa stated if the Commission is asking for the department heads to make cuts it is only fair that the commission does it as well. Mayor Correa stated the city doesn't have Legislative Aide yet, which is $50,505 the city could save there, as well as our schooling and travel which is $10,000 for each Commissioner. If the Commission eliminated the special event and projects allocation of $5,000, if that is rolled into the fund that is being allocated to special events or establish it for the non-profits.
Commissioner Borom explained that he uses his $5,000 for children. They have a vendor who pays for the tickets for a Magic Game or the Jacksonville Jaguars game. He explained he used that $5,000 to get t-shirts. Commissioner Campbell explained he uses his portion to help the children get to their games such as football, softball or soccer. Commissioner Campbell stated the Commission worked hard to get legislative aid. He explained the past weekend he had to disrupt three employees just to get to where I was going and with legislative aid the commission would only need to contact one person.
Commissioner Jones stated he feels that nothing should be cut. Because going to these Conferences helps the Commission learn what is going on with the state.
Commissioner Davis agreed with the other Commissioners that the city needs legislative aid.
Ms. Carty asked if the Commission would be willing to drop to $7,500 from $10,000 from the schooling and travel. The commission agreed to drop the schooling/conferences to $7,500.
Commissioner Campbell feels the school funding for our staff is not enough and that should be increased.
Commissioner Borom asked about reimbursement for education for schooling. Ms. Jones stated we do not currently have reimbursement for going to school. She stated the city simply has a 5% increase for associates or bachelor's and an 18% increase if the employees get their masters. Education incentives are a flat dollar amount, if they get a certification in their field

Salary Raises: Ms. Carty suggested not doing the salary increase, which would save $75,000. The possibility of making the city attorney role contractual was discussed, which would reduce the cost from $238,000 to an amount covering 650 to 725 hours of work at a rate of $250-$300 per hour.

10-Year Analysis:
The video included a summary of the city's growth from 2015 to 2025. The budget and revenue have both grown, with the budget increasing from approximately $22.17 million to $75.92 million (over 300% increase), and revenues increasing from about $20.24 million to nearly $39.98 million (almost 100% increase). The number of employees has also increased from 149 to 193, though the city manager noted that the growth in permanent employees is minimal when accounting for temporary staff.

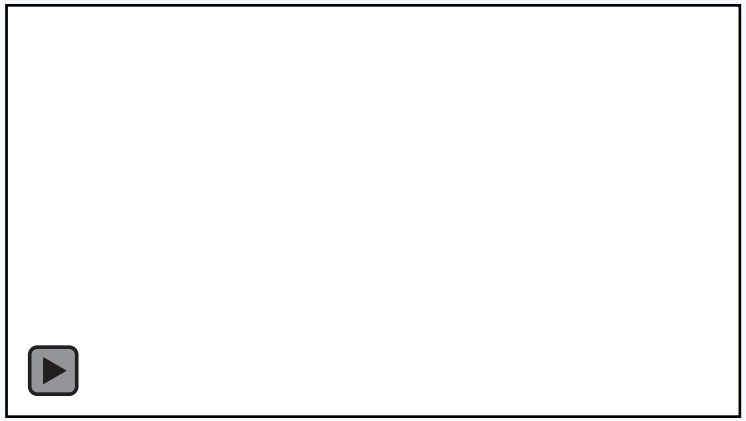
Commissioner Campbell moved to adjoin.

SPECIAL EVENTS



WHY IT'S IMPORTANT TO HAVE THIS TEAM!

This team is essential because it ensures that community events are well-organized, safe, and impactful. This dedicated group focuses on planning, coordination, and execution so that every detail—from permits, logistics, and vendors to safety, marketing, and community engagement—is handled efficiently. Having a team in place creates consistency and accountability, reduces the burden on other departments, and allows for clear communication with city leadership, partners, and residents. Most importantly, a special events team helps strengthen community pride by creating memorable, inclusive experiences that bring people together while maintaining professionalism and fiscal responsibility.



Eddie Cutwright- Director

Jessica Cruz- Special Event coordinator

Amanda Tuberville- Public Works

Tobby Williams- Capt. Of PPD

Erica Gentry- Police Dept.

Matthew Keith- Police Dept.

Chad Brandford – Fire Marshall

Henry Blanpro- Boat House

Marlene Lagasse- Boat House ?

Kimberly Morgan- Chambers

Tina Hitchcock- County

ANNUAL EVENTS

HOSTED BY THE CITY OF PALATKA COMMUNITY AFFAIRS DEPT.

January-

Feb- Golf Tournament & Mayors Reception

March- Spring Break Festival (Jenkins)

April- Hippity Hoppity

May-July- Summer Jam Series begins

June-

July- 4th of July celebration

August-

September-Back To School Dance

October-

November-Riverfront Fall Harvest Fest

November-January- Winter Jam Series begins

December- Jingle Jam

Budget for each event

Class A- $16,000.00
Summer Jam Series
4th of July Celebration
Jingle Jam
Winter Jam Series

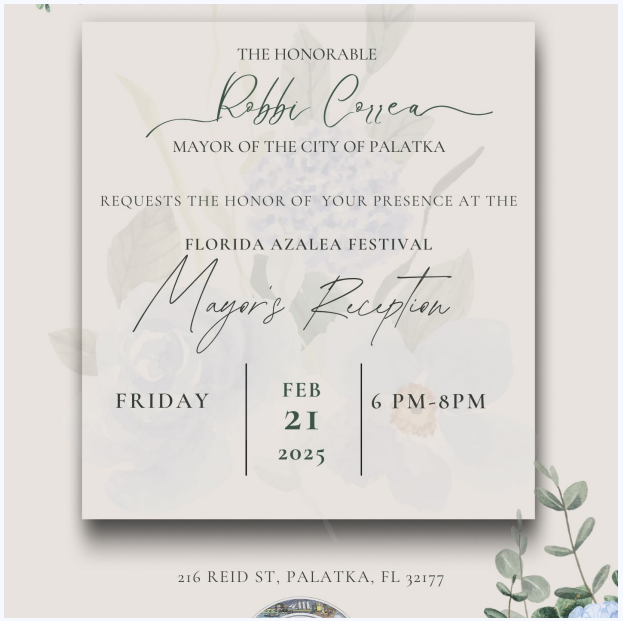
Class B- $9,000.00
Spring Break Festival
Hippity Hoppity
Riverfront Fall Harvest Fest

Class C- $4,000.00
Golf Tournament
Mayor's Reception
Back to School Dance

FLYERS



GOLF TOURNAMENT



MAYOR'S RECEPTION



HIPPITY HOPPITY

FLYERS



SPRING SUMMER JAM SERIES



4TH OF JULY CELEBRATION



JINGLE JAM

Annual events hosted by community organizers

January

Fisher of Men Bass Tournament

Annual MLK Day

February

Azalea Festival

Bass Elite Tournament

Fishing with Jim Austin

March

Dreams Come True Bass Tournament

Annual Car Show

Rodeheaver Bass Fishing Tournament

St. Patrick's Day Parade

April

Kiwan Bass Tournament

10-24 Event

Bartram Frolic

May

Mug Race

Law Enforcement Special Olympics Torch Run

Wolfson's Bass Tournament

Blue Crab Festival

May Day Celebration

Papa Rays Car and Bike Show

June

Juneteenth Celebration

July

4th of July Parade

August

National Night Out

Back to School Bash

September

Occupation of Palatka

October

Trot for Hope
Trunk or Treat
Boo on the Ave
Fall Harvest Festival
North Florida Folk Fest
Pink walk

November

Veterans Day Parade

Christmas Parade

Datil Pepper Fest

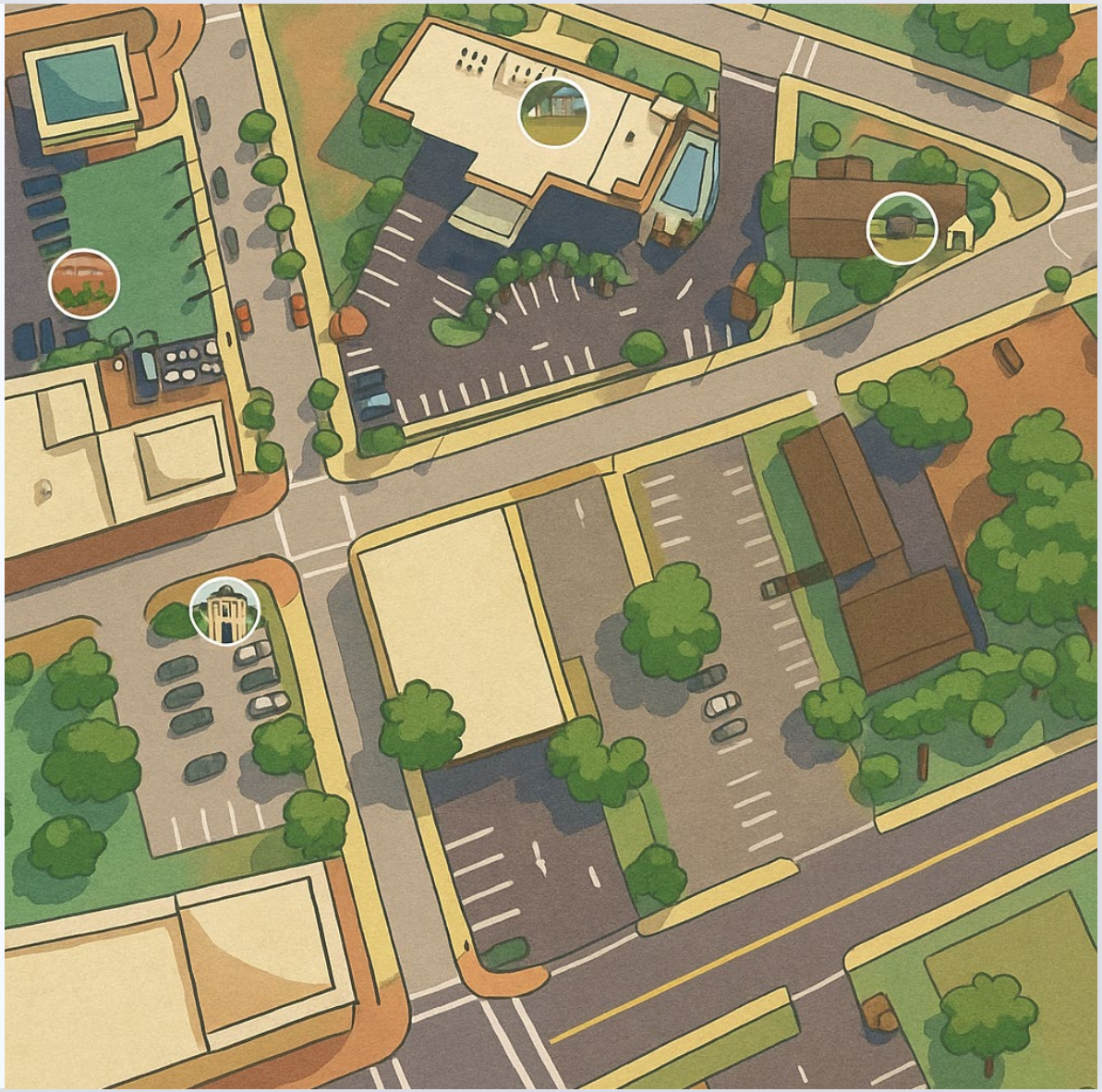
December

Beck 5k run

Florida BASS Nation Jr/Sr High School Bass Tournament

PARTNERED EVENTS

- Juneteenth
- Back to School Bash
- Pink Walk
- Trunk or Treat
- Boo on the Ave
- Parades
- Class A Festivals



Funding Guidelines for Special Events

2025/2026

CLASS A EVENTS- $30,000.00 allocated for Class A events

- Eligible for up to **$3,000 per day**, maximum of **2 days (up to $6,000 in total)**.
- Must be an **annual event** held **at least twice in the last 3 years**.
- Must have a demonstrated impact on the community (attendance, tourism, economic benefit).

  For example- Azalea Festival -Wolfson Children's-Blue Crab-Occupation of Palatka-Datil Pepper Fest- Porch Fest

CLASS B EVENTS- $20,000.00 allocated for Class B events

- Eligible for up to **$2,000 for a 1-day event**.
- Must be an **annual event** held **at least twice in the last 3 years**.
- Focuses on community engagement and cultural enrichment.
- **For example**- MLK Day- Fisher's of Men- Dreams Come Ture- Rodeheaver Bass- 10-24 Event-Kiwan of Azalea-Bartram Frolic- May Day Celebration- Mug Race- Law Torch Run- National Night Out- North Folk Fest- Pink Walk

CLASS C EVENTS- $10,000.00 allocated for Class C events

- Eligible for up to **$1,000 for a 1-day event**.
- Must be an **annual event** held **at least twice in the last 3 years**.
- Typically, smaller-scale events, neighborhood gatherings, or specialized celebrations.

  For Example- Fishing with Jim- Memorial Day Parade- Papa Rays Annual Car Show- Boo on the Ave- Trunk or Treat- Trot for Hope- Veterans Day- Christmas Parade- Block Party- St. Patrick's Day Parade- Beck 5K- Art Hall Annual Car Show

  If one or more organizations applied for the same event, the following criteria would be factors in making the decision as to which organization qualifies to conduct the event

- **Fiscal capacity analysis**
- **Experience in conducting the type of event being requested**
- **Letters of reference**
- **Sunbiz confirmation**
- **Liability insurance**

MY Palatka GoGov App

Your City. Your Voice. Your App.

What is the MY Palatka GoGov App?

The **MY Palatka GoGov App** is a **mobile engagement tool** that connects residents directly with the City of Palatka. It's designed to make communication, service requests, and city updates **faster, easier, and more transparent**.

Purpose

- **Empower Residents:** Give citizens an easy way to interact with city departments.
- **Improve City Services:** Streamline reporting and response to community issues.
- **Strengthen Communication:** Provide real-time updates, alerts, and information.
- **Build Trust & Transparency:** Ensure residents see action on their requests.

Key Features

- **Report Issues:** Potholes, streetlights, code enforcement, and more.
- **Track Requests:** Stay updated on the progress of your submissions.
- **City Alerts:** Weather notices, road closures, and emergency updates.
- **Community Info:** Access city events, recreation programs, and resources.
- **One-Tap Contact:** Direct connection to the right city department.

Benefits to Residents

- Convenience: City services at your fingertips 24/7.
- Transparency: See how and when issues are resolved.
- Engagement: Stay informed about events and updates.
- Empowerment: Play an active role in improving your neighborhood.

Benefits to the City of Palatka

- Streamlined Workflows: Faster intake and resolution of service requests.
- Data-Driven Decisions: Identify trends, problem areas, and service needs.
- Increased Efficiency: Reduce call volume and paperwork.
- Stronger Community Relations: Build trust through responsiveness.

Download today and make Palatka stronger, safer, and more connected!

https://play.google.com/store/apps/details?id=com.govoutreach.palatkacityfl



ADOPT RESOLUTION - 2025-R-98 Davis Easement and Grant of Right of First Refusal to the City of Palatka
Address:
Parcel No.: 03-10-26-7720-0200-0090
Applicant: Teresa Davis

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Teresa Davis seeks an easement for ingress and egress to her property. The City seeks a Right of First Refusal and a Restrictive Covenant.

BACKGROUND

The property owned by Teresa Davis is a landlocked parcel proximate to the City's well fields. The City is amenable to providing an easement for ingress and egress to this parcel, but seeks a Restrictive Covenant to protect its well field and also seeks a Right of First Refusal to acquire the property in the event it is ever sold.

PROJECT ANALYSIS

Staff Recommendation

Approve of the easement, restrictive covenant and right of first refusal.

ATTACHMENTS

1.	2025-R-98 Resolution - Teresa Davis Easement, Right of First Refusal and Restrictive Covenants 8-25
2.	DavisAccessEasementRevised8-10-25
3.	Right_of_First_Refusal_Palatka
4.	Restrictive_Covenant_Palatka_Teresa_Davis
5.	500' Wellhead Protection Zone

RESOLUTION NO. 2025-R-98

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, APPROVING AND ACCEPTING AN ACCESS EASEMENT, RESTRICTIVE COVENANT AND RIGHT OF FIRST REFUSAL IN CONNECTION WITH THE ACQUISITION OF PROPERTY BY TERESA DAVIS; AUTHORIZING THE EXECUTION AND RECORDATION THEREOF; PROVIDING FOR SEVERABILITY, SCRIVENOR'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Teresa Davis the is the fee simple titleholder of certain real property described as "Lots 9 and 10, Block 20, together with part of closed street as recorded in ORB 396, PG 1671, Ridgedale, according to the plat thereof, as recorded in Map Book 3, Page 164, of the Public Records of Putnam County, Florida" PIN 03-10-26-7720-0200-0090 (the "Property"); and

WHEREAS, the Property is a landlocked parcel that requires an easement for ingress and egress;

WHEREAS, the Property is also located in the City of Palatka's Wellfield Protection Zone. The City desires a right of first refusal should the property be made available for conveyance and the City requires a restrictive covenant to protect it's wellfield;

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. Approval of the Easement.
The Easement attached hereto as Exhibit "B" is hereby approved. The City Manager or his/her designee is authorized to execute said Easement 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 3. Approval of the Right of First Refusal.
The Right of First Refusal attached hereto as Exhibit "C" is hereby approved.

Section 4. 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 5. Scrivenor'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 6. 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 August, 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.
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 a**re 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]

Prepared by, and after recording return to:
Teresa Davis
109 Red Fox Trail
Palatka, Fl 32177

ACCESS AND INGRESS-EGRESS EASEMENT AGREEMENT

THIS ACCESS AND INGRESS-EGRESS EASEMENT AGREEMENT (this "***Agreement***") is made and entered into as of this _____ day of _____, 2025, by and between **CITY OF PALATKA** , a Florida municipal corporation organized and existing under the laws of the State of Florida ("***Grantor***"), and **TERESA DAVIS** , a married individual ("***Grantee***"). Grantor and Grantee may sometimes be collectively referred to herein as the "Parties" and, individually, as a "Party."

W I T N E S S E T H:

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby grants and conveys to Grantee, and Grantee's heirs, successors, and assigns, a perpetual, non-exclusive easement over, across, and upon the Easement Property described in Exhibit "A" for the limited purpose of vehicular and pedestrian ingress and egress to and from Grantee's property.

Grantee shall have the right to use the Easement Property solely for ingress and egress purposes. Grantee shall not obstruct or interfere with the use of the Easement Property by the Grantor or others with similar rights.

Grantee shall indemnify and hold harmless Grantor from and against any claims, liabilities, or damages arising from Grantee's use of the Easement Property.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

This Agreement constitutes the entire agreement between the parties regarding the easement granted herein and may not be modified except in a written instrument signed by both parties and recorded in the public records of Putnam County, Florida.

IN WITNESS WHEREOF the undersigned have executed this Agreement under seal as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Witness #1:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

_____
Witness #1 Address

Witness #2:

_____
Witness #2 Signature

_____
Witness #2 Printed Name

_____
Witness #2 Address

GRANTOR:

CITY OF PALATKA, a Florida municipal corporation organized and existing under the laws of the State of Florida

By:_____

Name:_____

Title:_____

STATE OF FLORIDA
COUNTY OF PUTNAM

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2025, within my jurisdiction, the within named _____, who acknowledged that he/she is the _____ of the City of Palatka, acting for and on behalf of the City of Palatka, a Florida municipal corporation organized and existing under the laws of the State of Florida, and that for an on behalf of said entity, and as its act and deed, he/she executed the above and foregoing instrument, after having been duly authorized by said entity so to do, who is personally known to me or has produced _____ as identification.

_____
Notary Public
My Commission Expires: _____

[Notarial Seal]

EXHIBIT "A" ("EASEMENT AREA")

A part of the Southwest ¼ of Section 2 and a part of the Southeast ¼ of Section 3, all of Township 10 South, Range 26 East, Putnam County, Florida, 30.00 feet in width, lying 15.00 feet each side of the following described centerline:

For a Point of Reference commence at the northwesterly corner of said Southwest ¼ of Section 2, also being the northeasterly corner of said Southeast ¼ of Section 3; thence South, along the westerly line of said Southwest ¼ of Section 2, also being the easterly line of said Southeast ¼ of Section 3, a distance of 1108.26 feet, more or less, to the centerline of an existing asphalt drive; thence easterly along the centerline of the asphalt drive, a distance of 4.89 feet, more or less, to the westerly right of way line of Moody Road and the Point of Beginning of said centerline being described; thence westerly along said centerline of the asphalt drive, a distance of 392.35 feet, more or less, to its intersection with a line due North from a point that is 15.00 feet East (measured perpendicularly) from the northwest corner of Lot 10, Block 20, Ridgedale Subdivision, as platted and recorded in Map Book 3, Page 164 of the public records of Putnam County, Florida; thence south, 84.23 feet, more or less, leaving the aforementioned asphalt drive, to its intersection with north line of Lot 10, Block 20, Ridgedale Subdivision, as platted and recorded in Map Book 3, Page 164 of the public records of Putnam County, Florida and the Point of Terminus of said centerline being described; said centerline being lengthened and shortened easterly to meet said westerly right of way line of Moody Road.

Prepared by and return to:
Jane West, Esq.
City Attorney
201 N. 2nd Street
Palatka, FL 32177

RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement ("Agreement") is entered into on this ___ day of July, 2025 by and between:

Teresa Davis, a married woman, having a mailing address of 109 Red Fox Trail, Palatka, FL 32177 ("Owner"),
and
The City of Palatka, a Florida municipal corporation, having an address of 201 N. 2nd Street, Palatka, Florida 32177 ("City").

1. Grant of Right of First Refusal
The Owner hereby grants to the City a continuing and irrevocable right of first refusal to purchase the real property described in that certain Warranty Deed recorded on July 16, 2025, in Official Records Book 1821, Page 605, of the Public Records of Putnam County, Florida ("Property").

2. Triggering Event
If at any time the Owner receives a bona fide offer from any third party to purchase the Property, and the Owner intends to accept such offer, the Owner shall give written notice to the City of the terms and conditions of such offer, including the identity of the purchaser and a copy of the purchase and sale agreement (the "Notice of Offer").

3. City's Right to Purchase
The City shall have the exclusive right, for a period of thirty (30) calendar days after receipt of the Notice of Offer, to elect to purchase the Property on the same terms and conditions set forth in the Notice of Offer. The City shall exercise this right by delivering written notice of its intent to purchase the Property to the Owner within the thirty (30) day period.

4. Failure to Exercise
If the City does not elect to purchase the Property within the thirty (30) day period, the Owner shall be free to sell the Property to the third party on the same terms and conditions provided in the Notice of Offer. If the sale to the third party is not consummated within ninety (90) days of the expiration of the City's right of first refusal, the right shall be reinstated, and any subsequent sale shall again be subject to this Agreement.

5. Binding Effect
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This right of first refusal shall run with the land and be binding on future owners of the Property unless and until formally released by the City in writing and recorded in the Public Records of Putnam County, Florida.

6. Recording
This Agreement may be recorded in the Public Records of Putnam County, Florida, and shall constitute notice to all subsequent purchasers or interested parties of the City's rights under this Agreement.

7. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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

OWNER(S):

Signature: _____

Teresa Davis

STATE OF FLORIDA

COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public

CITY OF PALATKA

By: _____

Marcia Carty, City Manager

By:_____

Karen Hayes, City Clerk

Date: _____

Witnesses:

1. _____

2. _____

Notary

Prepared by and return to:
Jane West, Esq.
City Attorney
201 N. 2nd Street
Palatka, FL 32177

PIN: 03-10-26-7720-0200-0090

RESTRICTIVE COVENANT AGREEMENT

This Restrictive Covenant ("Covenant") encumbering parcel number 03-10-26-7720-0200-0090 (the "Subject Parcel") in Putnam County, Florida is entered into this ___ day of September, 2025, by and between the City of Palatka, Florida, a municipal corporation organized under the laws of the State of Florida ("City"), and Teresa Davis, a married woman, having a mailing address of 109 Red Fox Trail, Palatka, FL 32177 ("Owner"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the City of Palatka has adopted a Wellhead Protection Management Strategy for the protection of public water supply wells consistent with the St. Johns River Water Management District standards; and

WHEREAS, Owner is the owner of certain real property located within proximity of a municipal water supply wellhead; more particularly described as:

> "Lots 9 and 10, Block 20, together with part of closed street as recorded in ORB 396, PG 1671, Ridgedale, according to the plat thereof, as recorded in Map Book 3, Page 164, of the Public Records of Putnam County, Florida"

Parcel number 03-10-26-7720-0200-0090 (the "Subject Parcel"); and

WHEREAS, the City and Owner desire to enter into this Covenant in order to ensure the continued protection of public water supply resources through the imposition of use restrictions consistent with the City's Wellhead Protection Management Strategy.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, the Parties agree that the subject parcel is located in Zone II and is thus restricted as follows:

2. Zone II – Secondary Protection Zone

(a) A secondary protection zone is hereby established extending from the boundary of Zone I (100 feet) to a distance of five hundred (500) feet from each wellhead.

(b) Within Zone II, land uses shall be limited to nonpolluting land uses and must not involve toxins or any substances prohibited by the FDEP in wellfield secondary protection zones as defined in Chapter 62-521, Florida Administrative Code.

(c) Containment requirement. All potential pollutants associated with activities within Zone II must be provided with containment sufficient to prevent migration into groundwater resources.

(d) Site review requirement. Any proposed development or land use within Zone II shall require a detailed site review and approval by the City or a mutually agreed-upon qualified third party as an approved site-inspector, prior to issuance of any permit.

3. Covenant Running With the Land
This Covenant shall run with the land and shall be binding upon Owner, Owner's heirs, successors, and assigns, and shall inure to the benefit of and be enforceable by the City of Palatka, its successors and assigns.

4. Enforcement
The City of Palatka shall have the right to enforce this Covenant by any lawful means, including but not limited to, injunction or specific performance. Violation of this Covenant shall constitute a violation of City Code and may result in penalties as provided therein.

5. Severability
If any provision of this Covenant is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6. Governing Law
This Covenant shall be governed by and construed in accordance with the laws of the State of Florida.

SIGNATURES
IN WITNESS WHEREOF, the Parties have executed this Restrictive Covenant as of the day and year first written above.

OWNER(S):

Signature: _____

Teresa Davis

STATE OF FLORIDA

COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public

CITY OF PALATKA

By: _____

Marcia Carty, City Manager

By:_____

Karen Hayes, City Clerk

Date: _____

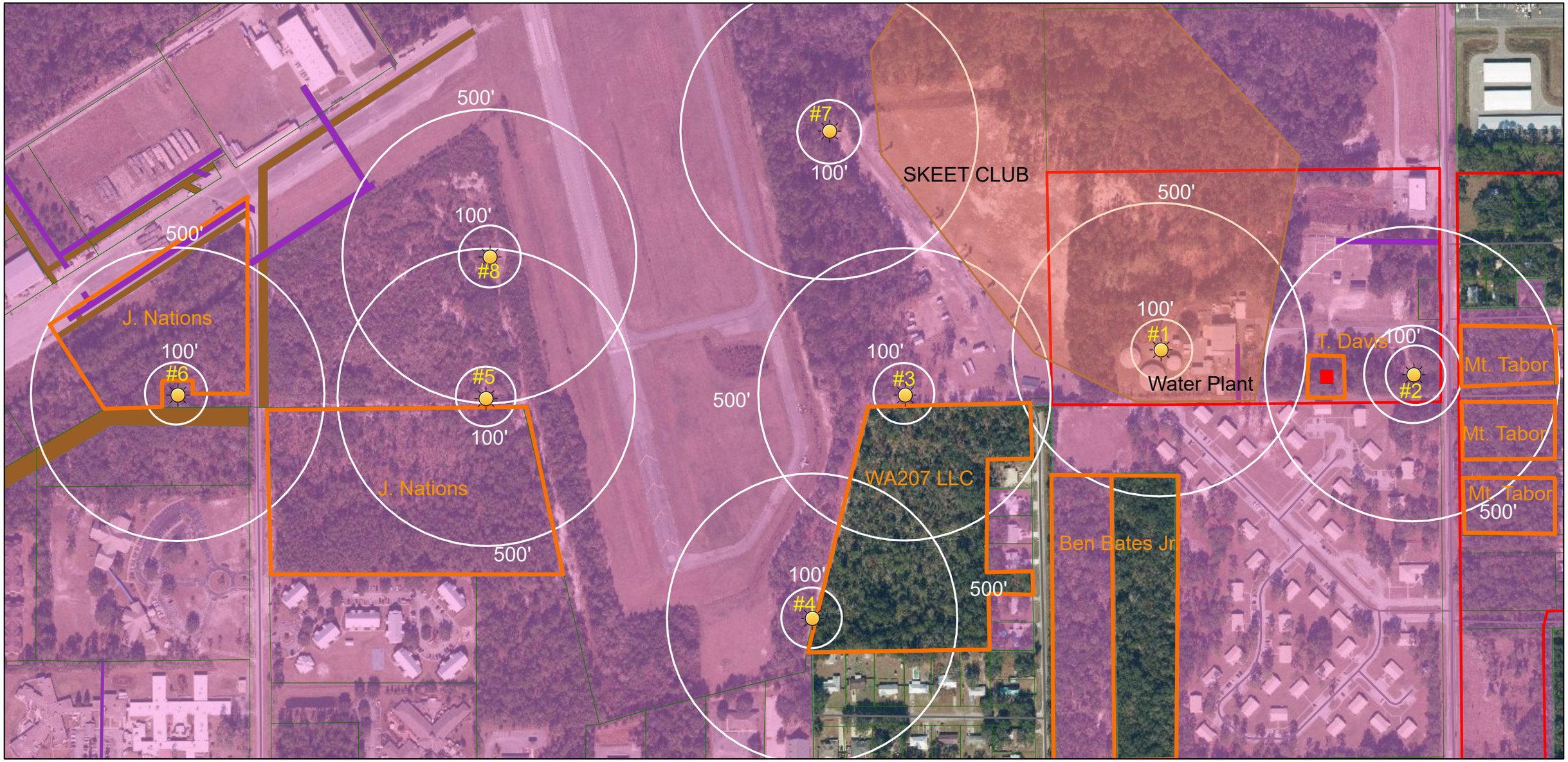
Witnesses:

1. _____

2. _____

Notary

500' Wellhead Protection Zone



9/2/2025, 5:21:29 PM

1:4,000

0 0.05 0.1 0.19 mi

0 0.07 0.15 0.3 km

PLSS Townships

PLSS Sections

Cama Sales - 2025 Sales

Vacant

Subdivisions

Dimensions

Parcels

Lots

Blocks

Easements

Ingress/Egress

Utility

Municipalities

City of Palatka

Streets

Local

ADOPT RESOLUTION 2025-R-106 Community Affairs and Recreation Policy.
Community Affairs is presenting the Community Affairs and Recreation Policy.

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND
Revised and updated policy for Community Affairs and Parks and Recreation.

PROJECT ANALYSIS

Staff Recommendation
We are recommending that the policy guide be approved as it is the foundation of our department.

ATTACHMENTS

1.	Community Affairs policy 2025
2.	Community Affairs Policy resolution

PARKS AND RECREATION DEPARTMENT



POLICY AND PROCEDURES

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MISSION AND ADMINISTRATION

The City of Palatka's Community Affairs and Recreation Department will adhere to its mission and core values when making all decisions.

I. Mission Statement – The City of Palatka's Community Affairs and Recreation Department's mission is to provide exceptional, yet affordable recreational spaces and opportunities that best serve our community's evolving needs.

II. Core Values – The Palatka Community Affairs and Recreation Department is comprised of a dedicated team of professionals who believe in and are guided by the following core values.

A. Community Health and Wellness – We strive to provide recreational, educational, nature and cultural experiences that encourage healthy living and human development for residents of all ages and abilities.

B. Quality Park System – We believe that the core of any Recreation Department is the park system that is offered to the community. We shall make every effort to provide a well-maintained, safe, family-friendly environment that will be enjoyed by all residents.

C. Environmental Stewardship – We will make every effort to be good stewards of the environment, including protecting natural resources and focusing on sustainability.

D. Innovation – We will seek creative solutions to issues and utilize our ever-changing environment as a mechanism to achieve higher levels of service to our community.

E. Customer Service - We have the goal of providing excellent customer service, making each customer contact, whether internal or external, a positive experience.

F. Professionalism - We value professionalism by all employees. We develop our staff to perform their work with expertise, dedication and care, while continually seeking opportunities to improve through innovative approaches.

III. Advisory Board – This 7-member committee serves in an advisory capacity to the Director, in addition to other city related functions, in matters pertaining to public recreation.

A. The Director appoints the members of the committee.

B. The Director/Coordinator of Recreation serves as the Recreation staff liaison to the Recreation Committee.

IV. Policies and Procedures Administration – The Recreation Director will administer the policies and procedures outlined in this document. Under the direction of the City Manager, policy changes will be brought to the Recreation Committee for discussion, recommendation and approval.

CUSTOMER SERVICE POLICY

The City of Palatka Community Affairs and Recreation Department will provide high quality services and programs to its patrons and guests. The Department staff has the goal of providing excellent customer service, making each customer contact, whether internal or external, a positive experience. All policy changes will be approved by the Palatka City Commission.

I. **Customer Service** – Staff of the Community Affairs and Recreation Department will implement customer service tools to ensure comments and suggestions are solicited from all patrons and users of the City's facilities and programs.

A. Communication with our Patrons – will be a priority and staff will have appropriate interaction skills to provide accurate information to all questions and inquiries from patrons.

B. Staff Training – the guest experience concept will be introduced during staff training and be reinforced throughout employment. Additional customer service training will take place throughout the year at staff meetings.

C. Customer Service – will not compromise the safety of patrons at any time.

D. Satisfaction of Service and Programs – is the priority of the Community Affairs and Recreation Department. Patrons dissatisfied with programs or services are encouraged and invited to approach the staff with their concern. The staff will respond in a timely manner to all customer concerns.

E. Evaluation of Services - will be performed regularly by providing patrons an opportunity to complete a program or facility survey at the conclusion of each program or facility season. In addition, patrons are encouraged to give comments and suggestions to any staff member to help the department improve.

F. Achieving Solutions – will be the goal of the staff whenever comments or concerns are identified. The department will strive to achieve necessary results and solutions.

Chapter 3

GENERAL POLICIES AND PROCEDURES

The City of Palatka Community Affairs & Recreation Department has general policies and procedures that will guide staff when making decisions. All decisions will be made with patron and staff safety in mind, to provide a family-friendly environment.

I. **Proof of Residency** – Current Palatka Residents are entitled to resident rates on all admissions, rentals and programs. The City of Palatka has instituted the following procedure for residents to establish residency.

A. A patron must provide one of the following identifications in order to receive the resident rate.

1. Unexpired driver's license
2. Unexpired state identification card
3. Current months utility bill showing address
4. Most recent property tax receipt

$10.00 for residents $20.00 for non-resident

II. **Inclusion Services** – *The City of Palatka Community Affairs & Recreation Department* encourages people with disabilities to participate in our programs our events. The City of Palatka will comply with the Americans with Disabilities Act in providing reasonable accommodations.

1. The City of Palatka contracts with the Municipal Partners for Inclusive Recreation to aid with any individual who needs support participating in a Parks and Recreation activity.
2. Inclusion aides receive free admission while providing support.
3. The City of Palatka has a grievance procedure available to address ADA concerns if needed.

1. **Safety** – The safety of our patrons and staff members is a paramount concern of *The City of Palatka Community Affairs & Recreation Department* In the event of an injury, accident, illness or uncomfortable situation, a staff member should be notified immediately.
2. In the event that blood or bodily fluid is involved, participation shall be halted until the area is properly cleaned and an accident report is filed by a staff member.

III. **Language** – The City of Palatka facilities and programs are intended to be family-oriented. Inappropriate language will not be tolerated. Patrons warned more than once may be asked to leave the facility.

IV. **Lost and Found** – Any items found in *The City of Palatka Community Affairs & Recreation Department* will be brought in and stored in the Community Center.

1. Valuables will be stored in the lost in found at the Community Center.
2. Lost and found items not considered "valuable" are stored for two weeks before being donated to charity.
3. All unclaimed items will be discarded after 30 days

V. **Solicitation** – Solicitation, including the distribution of literature or the seeking of contributions, is not allowed in *The City of Palatka Community Affairs & Recreation Department* facilities.

1. Facilities may be the collection site for food/toy drives with the approval of the Director of Parks and Recreation or his/her designee.
2. Violators will be asked by staff to cease and desist.
3. Repeat violators will be reported to the Palatka Police Department for investigation.

VI. **Signage/Flyers** – Outside flyers of programs/events, from not-for-profit organizations, that are not in direct competition with programs offered through *The City of Palatka Community Affairs & Recreation Department* will be considered for posting.

1. The Director of *The City of Palatka Community Affairs & Recreation Department* shall approve flyers/banners at least one week before posting.
2. Flyers should look professional.
3. Flyers may be posted up to two weeks in advance of program/event.
4. All materials will be discarded following publicized event unless otherwise notified.

VII. **Vandalism** – Violations will be reported to the Palatka Police Department for investigation. Vandals will be prosecuted to the full extent of the law.

VIII. **Violators** – Rule violators create an unsafe and unfriendly recreation environment. Rule violators shall be dealt with in a reasonable and courteous manner. When dealing with rule violators, staff will make every attempt to be consistent, explain the rules and resolve any situation. When dealing with rule violators, staff will follow these guidelines.

1. Staff will always enforce rules consistently and fairly.
2. Staff will understand and be able to explain rules to patrons.
3. Staff will use a positive approach.
4. Staff will refer problems to a full-time staff member.

Chapter 4

RENTAL POLICIES AND PROCEDURES

The City of Palatka Community Affairs & Recreation Department will follow its mission when making decisions on rentals of City of Palatka facilities. Every effort shall be made to rent areas that generate additional revenue in an efficient and manageable manner, while balancing the needs of the citizens.

I. **Facility Bookings** – All activities shall be booked in advance based upon availability after City events and programs have been booked.

1. City of Palatka facility reservations are available for leisure activities, recreational opportunities and City activities. Facilities cannot be reserved for rallies or other non-city public gatherings.
2. Each of the City's facilities will have a pre-determined lead time for bookings.
3. Athletic Fields may be booked commencing the first business day in January.
4. Reservations that take place during normal hours of operation shall be made at a minimum of one week in advance.
5. Reservations that take place after normal hours of operations and large events shall be made for a minimum of two weeks in advance.
6. Rental fees are established by comparative study and reviewed annually. The current rental rate for *The City of Palatka Community Affairs & Recreation Department* facilities can be found in the appendix of this document.
7. If there is not a rental fee assigned to a facility, the facility is not available to rent.
8. For a reservation to be considered valid, all terms of the agreement shall be completed.
   i. A signed rental agreement shall be on file.
   ii. A deposit shall be paid.
   iii. Payment shall be received within 30 days, or at the time of booking if less than one month in advance.

II. **Facility Rental Reservation Guidelines** – Renters may book facilities according to the following guidelines.

1 Staff will ensure an accurate and efficient registration process for all rentals. All reservations shall be made during normal hours of operation. Renters may book facilities according to the following guidelines.

2 Rental fees are calculated per hour.

3 Rentals that stay past their scheduled time will be charged an hourly rate for additional time. If possible, this will be taken out of their deposit.

4 Facilities can be rented for events that are open to the public and involve an admission charge at the door.

5 The Director of Community Affairs or his/her designee may make exceptions to these guidelines when it is deemed to be in the best interest of the facility and the city.

6 All reservations shall be made during normal hours of operations. All rentals shall be reserved in the following manner.

i. In person at 1900 Napoleon Street, Palatka, Fl 32177

ii. By phone with a credit card.

Payment methods:

2. Check – All returned checks are subject to a return fee.
3. Credit Cards – Visa, MasterCard and Discover are accepted.
4. No cash payments will be collected in the field.

III. Deposit – All public rentals shall require a damage/security deposit at the time of booking. The deposit shall be returned in full if all terms and regulations of the rental agreement have been adhered to.

1. Deposit shall be retained if excessive cleanup is needed or for any damage.
2. Deposit shall be refunded within 30 business days after the event.

IV. Cancellations – Reservations may be canceled up to 14 days in advance.

1. Cancellations shall be made in writing to the staff person responsible for the facility in which the activity was to be held.
2. A full refund will be given for any reservation canceled at least seven days in advance.
3. Cancellations received in less than 7 days will not be eligible for a refund.
4. Rental fees shall be retained by the City for any booking that does not show up.
5. In the case of inclement weather, every effort shall be made to reschedule the activity. If this is not possible, a full refund of both the deposit and rental fee shall be made.
6. In those cases where 75% of the rental time has passed, the event will not be rescheduled due to inclement weather, and no refund shall be given. Refunds may not be given on the threat of inclement weather.
7. Rentals made less than fourteen days in advance shall be required to pay deposit and full rental fee.

V. **Refunds, Replacements and Fee Accommodations** – All adjustments to rental contract fees shall be approved by the Director of Community Affairs or his/her designee.
   A. Requests for fee adjustments shall be made by the renter in writing and addressed to the Director or his/her designee.
   B. Deposit guidelines and cancellation deadlines shall be followed when determining eligibility for a refund.
   C. No refunds will be considered if a renter or event participants are asked to leave for noncompliance with Community Center rules.
   D. In the event the Community Center must cancel or alter the contracted parameters of an event, management shall determine whether to offer a future rental at no charge, or a partial/full refund.
   E. Refund of fees and/or deposits will be processed within three weeks of the event.

VI. **Chaperones** – Chaperones are required for all rentals involving children under the age of 18. The number of chaperones required depends on the age of the children.
   A. The required ratio for chaperones is 1:5 for all parties involving children age 8 and under.
   B. The required ratio for chaperones is 1:10 for all parties involving children between the ages of 9 and 18.
   C. Chaperones are expected to directly supervise the children while in the facility.
   D. All parties will be expected to follow the chaperone ratios.
      1. Staff will notify the rental contract if the party does not have the proper ratio.
      2. If the additional chaperones do not show up within 30 minutes, the party will be asked to leave the facility.
      3. A refund will not be given to a party that is asked to leave due to insufficient chaperones.

VII. **Catering and Food** – The City of Palatka allows outside food and beverages to be brought in for rentals.
   A. Renters shall be responsible for contacting caterers and making all food arrangements.
   B. Alcoholic beverages are not permitted at *The City of Palatka Community Affairs & Recreation Department* Complex or Palatka Parks without prior approval from the Director or his/her designee, as well as a special use permit approved by the Palatka Commission
   C. Renters wishing to use a food truck at their rental will need a mobile food vendor permit from the City of Palatka department of Planning and Development.
   D. Specialized trailers, grills and any other catering equipment must receive permission for site access and placement by coordinating in advance with the Director of Parks and Recreation.
   E. Caterers are not allowed into the facility until the reservation start time stated on the contract, unless preapproved by facility coordinator.
   F. Glass containers are prohibited.

Available Facilities:

A. Multi-purpose room at 1900 Napoleon St. Palatka Fl 32177
B. Price Martin Center
C. Larimar Arts Center
D. Bronson Mullholland House
E. Tillman House

PROGRAM POLICIES AND PROCEDURES

The City of Palatka strives to offer programming that meets the needs of the community. This includes a wide array of programs, leagues and wellness opportunities for people of all ages and abilities. Staff will maintain current programming trends to enhance the health, fitness, wellness and quality of life of our residents.

I. **New Programs** – New programs will be reviewed by staff, to coincide with the preparation of each brochure. The following procedure will be used by staff to propose a new program. A. Staff will complete a new Program Submittal Sheet and submit it to their supervisor.

B. The supervisor will review the Program Submittal Sheet. If approved, the Supervisor will submit the sheet to the programmer with his/her signature. If denied, the Supervisor will discuss the program with the programmer.
C. Once the program has been approved, the programmer will add the program to brochure.

II. **Program Fees** – Staff will review all program costs and set fees during the budget cycle. Program fees are based on the following guidelines:

A. Recreation program fees are expected to, at a minimum; recover costs associated with the program along with a 20% administrative fee to cover brochure, administration and utilities.
B. Resident fees shall be set at a rate below non-resident rate.
C. Staff will factor in whether the program is a core service versus a specialty program when determining fees.

III. **Program Dates and Times** – Program dates and times will be set by staff to maximize class participation and facility usage.

IV. **Program Registration Deadlines** – Registration deadlines are designed to encourage early registration. To coincide with the cancelation and refund policies, all programs will have a registration deadline of a minimum of seven calendar days prior to the start of the program.

V. **Program Registration** – Staff will ensure accurate and efficient registrations for all Parks and Recreation Programs.

A. All registrations shall be completed in accordance with the program enrollment of choice.

1. In person at the Welcome Desk at the Palatka Recreation Complex.
2. By phone with a credit card. B. Forms of payment accepted. 1. Cash

Check – All returned checks are subject to a return fee.

2. Credit Cards – Visa, MasterCard and Discover are accepted.

VI. **Program Refund Policy** – Full-time staff will administer program refunds that are fair and consistent with the policies of the Palatka Recreation Department and do not jeopardize Parks and Recreation Department's financially or the well-being of the program.

A. A full refund will be given for programs canceled *The City of Palatka Community Affairs & Recreation Department* or if a registrant is restricted from participating in a program due to a change in program dates or times. No service charge will be applied.
B. No refunds will be given for registration cancellations requested less than seven (7) days prior to the start of the program.
C. A service fee of $5.00 per participant per program will apply to all refunds initiated by the customer.
D. If a refund is requested due to illness or injury, a prorated amount will be granted if the request is made after the program has started. A written refund request must be submitted, or a refund request form completed and submitted.
E. The refund request forms are located at the Community Affairs help desk.
F. No refunds or make-ups will be given for missed lessons, classes or practices with the exception of those canceled by the Palatka Recreation Department.
G. Refunds $10.00 or less will be credited to the customer's household account for future use.
H. Refunds over $10.00 will be credited to the customer's household account or issued in the form of a refund check.
I. Please allow 30 business days for refund processing.
J. League refunds will not be given for any reason.
K. Senior trips will receive a full refund if they cancel at least fourteen days prior to the date of the trip, after which a prorated discount will be given in order to recover direct costs.

VII. **Cancellation Policy** – Outlined below is the procedure to follow when staff is determining to cancel a class.

A. Palatka Recreation reserves the right to cancel a class if the program minimum has not met

B. seven (7) days prior to the first-class meeting.
C. Palatka Recreation will not be able to issue credits for missed classes or activities.
D. Programming shall not be scheduled on those dates when the facility is closed for holidays.

VIII. Program Location – Staff will ensure that programs will be conducted in a safe, pleasing environment for participants. Staff reserves the right to cancel the program location if a program location becomes unsafe or unpleasant.

A. Before a program – Staff will inspect the program location to ensure it is safe and clean. If the location is unsafe or unpleasant, staff will try to move the program to an alternate location. If an alternate location is unavailable, the program shall be canceled.

B. During the program – Staff or their designees will cancel a program if in their opinion the location becomes unsafe for participants. Staff will try to move the program to an alternate location. If an alternate location is unavailable, the program shall be canceled.

IX. Weather Cancellations – Staff will adhere to the following procedures to handle severe weather conditions. If a program has been canceled, youth program participants will be taken to the closest operating City of Palatka facility if their parent is not in attendance. A. Extreme Temperatures:

A. Youth programs – Will be canceled if the heat index exceeds 100 degrees Fahrenheit; or the wind chill drops below 32 degrees Fahrenheit.

B. Adult programs – A decision will be made by staff for programs where the heat index exceeds 100 degrees Fahrenheit or wind chill drops below 32 degrees Fahrenheit based on the activity.

C. Special events – A decision will be made by staff for programs where the heat index exceeds 100 degrees Fahrenheit or wind chill drops below 32 degrees Fahrenheit based on the activity.

D. Hail – All outdoor programs will be canceled.

E. Lighting – If lighting is spotted, all program participants will be evacuated to a program participant's vehicle with the windows rolled up or the closest designated shelter for of a time of 30 minutes after the last lightning bolt is spotted. Staff will ensure that program participants are evacuated and avoid metal fences, gates, tall light poles, power poles or taking shelter beneath a tree.

F.Rain – Programs will continue as long as staff determines the program participants are safe.

G. Severe Thunderstorm Warning – All outdoor programs will be canceled. Indoor programs will be suspended, and participants will be moved to shelter locations until the warning has passed and then the program will be resumed if possible.

H. Thunder – If thunder is heard, all outdoor program participants will be evacuated to a program participant's vehicle with the windows rolled up or the closest designated shelter for a time of 30 minutes after the last clap of thunder is heard. Staff will ensure that program participants are evacuated and avoid metal fences, gates, tall light poles, power poles or taking shelter beneath a tree. Indoor programs will not be interrupted due to thunder.

I. Tornado Warning – All outdoor programs will be canceled. Indoor programs will be suspended, and participants will be moved to shelter locations until the warning has passed and then the program will be resumed if possible.

J. Wind Advisory – All programs will be evacuated to a predetermined location until the end of the wind advisory.

X. Program Evaluation – Program evaluations will be conducted by staff at the conclusion of each brochure.

A. An electronic survey will be e-mailed to participants.
B. A paper copy of the program evaluation form will be available at the Welcome Desk upon request.

PRIORITY USE GUIDELINES

The facilities of the Palatka Recreation Department shall be used primarily to serve the recreational and leisure needs of the residents of the City of Palatka. Each facility within the City of Palatka shall maintain a balance for public usage, programming, rentals and Palatka School District usage.

I. **General Priority Use Guidelines** - Each area within the City of Palatka shall establish a schedule of operations that balances public usage, programming, rentals, and Pa.

A. Athletic Fields

1. Programming – primarily scheduled from the hours of 10:00 a.m. – 8:00.pm. Mon-Fri., Saturdays, 10:00 a.m.- 4:00 p.m. closed on Sunday.
2. Affiliated User Groups – available open time after programs and Palatka School District have been scheduled. Will receive priority scheduling with requests for usage taken prior to other rentals. Examples: ECS, Class of 76, PAL, Newtown and PHA.
3. Rentals – available open time after programs, Palatka School District and Affiliated Users have been scheduled.
4. Public usage – any time there is no scheduled programming.
   Rentals – available open time after programs have been scheduled.
5. Programming – top priority is to keep programming in rooms #__ & #___ if possible
6. City of Palatka – the department will try to accommodate any City of Palatka requests.
7. Public usage – any time there is no programming or rentals.
8. Rentals - the department will try to accommodate any City of Palatka requests.

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II. **User Group Definitions –** The City of Palatka recognizes its responsibility to serve all facets of the community. While it is important to ensure the financial viability of the department, it is equally important to provide access to those who expand the offerings of the department. The procedures outlined provide a guideline for access to facilities. User groups have been divided into two categories based on their level of affiliation with the City of Palatka.

A. Internal User Groups – Reservations made by Palatka Park and Recreation Department to serve programs and special events for the community. Other activities for groups directly sponsored by these departments will be considered an internal user group.
B. City of Palatka – Reservations made by other City of Palatka Departments or City official.

B. General Public Reservations – Reservations for the public will be scheduled on an individual basis if space if available. If accommodation is not available, general public reservations shall be encouraged to use an alternative site.

1. Damage Deposit Required: Yes
2. Reservation Fees: Full price

C. It will be the responsibility of the Director of Parks and Recreation to work with the staff in charge of each facility to creatively solve problems and offer innovative solutions for conflicts.

GENERAL PARKS POLICIES AND PROCEDURES

The philosophy of the Palatka Park System is to maintain balance between the recreational needs of the community, recreation programs, and rental groups. The parks will maintain a user-friendly atmosphere suitable for adults and children. Staff should strive to keep the park system clean and safe from potential harm to the user.

I. Park System – The City of Palatka is comprised of 3 parks and 1 community center. A list of parks and facilities within the parks can be found in the appendix of this document.

II. Park Use – Palatka parks and facilities are to be used in a manner that is safe and secure for all patrons and users of the parks.

III. Hours of Operation – Palatka parks are open to patrons from sunrise to one-half (1/2) hour after sunset.

IV. General Park Rules – Rules have been established to govern the use of general activity areas. All rules have been established with patron safety in mind. A. Parks are open from sunrise to ½ hour after sunset.

B. Motorized vehicles are restricted to designated parking areas and roadways.
C. Alcohol is not allowed in all parks except Palatka Park.
D. No glass containers are allowed in any park.
E. Fires are permitted only where fire grills are provided.
F. Please place all trash in the proper receptacles.
G. Pet excrement must be placed in trash receptacles.
H. Hunting and/or discharging of firearms is prohibited.

V. Rental Guidelines – All General Facility Rental Policies and Procedures located in Chapter 4 shall be followed concerning rentals.

VI. Capacity – Each facility within the City of Palatka parks system shall maintain a balance for public usage, programming and rentals.

VII. Food and Beverage – The City of Palatka will allow food and beverages to be brought to the Palatka parks system. A. Glass containers are not permitted.

A. Alcoholic beverages are not permitted at Palatka Park without prior approval from the Palatka City Commission, as well as a Special Use Permit approved by the Palatka City Commission

VIII. Special Set Up Instructions – City recreation facilities are rented as-is. If a renter would like to change the basic set-up, they must submit their request at least two weeks prior to the event.

A. Picnic tables shall not be moved. An additional fee will be charged if tables need to be moved.

B. Special set up arrangements shall be coordinated through the staff person responsible for the facility or his or her designee.

Animals and animal attractions are prohibited in Palatka parks.

1. Inflatable attractions are prohibited in Palatka parks without prior approval from the Director of Parks and Recreation or his or her designee.

2. Tents, tarps, awnings, etc. larger than 10-foot by 20-foot are not allowed except with prior approval from the Director of Parks and Recreation or his or her designee.

3. Stakes and other forms of in-ground anchoring systems are not permitted.

4. Amplified music or sound is not allowed during rentals, as it interferes with other patrons and users' park experience, without prior approval from the Director of Parks and Recreation or his or her designee. If amplified music or sound is approved, a rental will be considered a large event and will need to reserve the appropriate facilities.

5. Utilities are limited to what currently exists at the specific location of the permit. Additional sources including generators and water tanks are not permitted.

6.All promotional and specialty companies or permit holders who are utilizing rides, equipment or booths must provide proof of insurance listing the City of Palatka as an "additional insured" for a minimum of $2,000,000 per incident. A copy of such a certificate should be on file with the Palatka Recreation Department at least two weeks prior to the event.

6. Site cleanliness, including removal of all garbage, is the responsibility of the permit holder. Trash receptacles are provided.

IX. Special Events – The department will allow a limited number of large events each year, capping the total number of large events at 12 per year.

A. Large events shall be defined as any event involving more than 250 people.

B. Organizations wishing to utilize Palatka Park for a sports tournament shall pay the associated field rental rate instead of the large event fee.

C. There will be no other events booked during large events to minimize the demands on the city's facilities. When reserving a park for large events, all associated rental sites within that park shall be included in the reservation.

D. Rental fees for large events are established by comparative study and reviewed annually. The current rate for large events can be found in the appendix of this document.

E. A charitable or not-for-profit organization with a valid tax exemption under the Internal Revenue Code, upon submission of proof of tax-exempt status shall receive a 25% discount for large events.

F. All promotional and specialty companies or permit holders who are utilizing rides, equipment or booths must provide proof of insurance listing the City of Palatka as an "additional insured" for a minimum of $2,000,000 per incident. A copy of such certificate should be on file with the Palatka Recreation Department at least two weeks prior to the event.

G. The following procedure shall serve to define the procedure for the reservation of large events.

1. Only persons who are over 18 years of age may apply for use of the City of Palatka facilities.
2. Any interested organization wishing to host a large event in a City of Palatka facility shall complete the Special Event Application.
3. Departmental staff shall review all applications and make initial recommendations to the Director of Parks and Recreation. Consideration shall be based on many evaluation factors including, but not limited to, timing and availability of facility requested.
4. The Director of Parks and Recreation will review applications with the City's Management Team at the next possible Management Team meeting.
5. Applicants will be informed of the City's decision within three weeks of receiving the application.

H. Payment equal to half the reservation fee is due at the time of the booking in order to reserve the event. Full payment will be due two months prior to the event.

X. Pets – Pets are permitted in the Palatka Parks system.

A. Pets are required to always be on a leash. The Palatka Police Department will be contacted if park patrons do not have their pets on a leash.

B. Pet owners are responsible for disposing of pet waste.

PALATKA JENKINS COMMUNITY CENTER POLICIES AND PROCEDURES

The City of Palatka Jenkins Community Center has been established with the goal of balancing the recreational needs of the community, programming and rental groups. The facility will maintain a safe, family-friendly venue suitable for adults and children as well as recreation programs.

I. Hours of Operation – The Community Center will be open to the community five days a week, with the exception of certain City of Palatka observed holidays. Any changes in hours will be communicated in a reasonable amount of time by posting of notice, e-mail and social media. The current hours of operation can be found in the appendix of this document.

II. Rental Guidelines – All General Facility Rental Policies and Procedures located in Chapter 4 shall be followed concerning rentals. In addition, specific rules concerning the rental of meeting rooms within the Community Center shall be enforced.

A. The Community Center can be booked up to, but no more than, six months in advance.

B. Regular room renters can book their rentals for the next year beginning July 1st.

C. Rentals must include set-up and clean-up time. Patrons may not enter the room and must vacate the room by the time stated on the contract to avoid additional rental fees.

III. Rental Fees – Rental fees are established by comparative study and reviewed annually.
The current rate for the Community Center can be found in the appendix of this document.

IV. After-Hour Events – The Palatka Jenkins Community Center may be rented after hours as long as it is deemed in the best interest of the Community Center operations.

A. After-hour rentals may be booked during the hours specified in the appendix of this document.

B. Unless prior approval has been received by the Director of Parks and Recreation, the maximum number of participants for an after-hour event shall be.

1. 150 people for events that utilize the Community Center multi-purpose center. And up to 450 people for the entire building.

C. Staff for after-hour events will be at a ratio of at least one staff member per 100 people.

D. Fees for after-hour rents are established by comparative study and reviewed annually. The current after-hour rate can be found in the appendix of this document.

E. No rentals shall be booked for two hours after the conclusion of an After-Hour event to give staff time to clean the facility.

V. **Regular Renters** – Regular renters are organizations who rent at least six times per year.

A. Regular renters will receive the resident rate.

B. Regular renters must pay at least one month in advance for rentals.

VI. **General Reservation Guidelines** – The Palatka Community Centers will maintain a user-friendly atmosphere suitable for all ages. All guidelines were established with patron safety, security and overall satisfaction in mind.

A. Only the person named as the renter will be allowed to make any changes to an existing contract or receive a refund.

B. Alcohol is prohibited in the Community Center without a special use permit by the City Commission.

C. Tobacco smoke, including the use of vapor products, is prohibited in the Palatka Community Center.

D. Staff reserves the right to inspect and control all events that occur at the Community Center.

E. Any rental group who extends past the time stated in their contract will be subject to a fee of $60/hour for every hour they extend past their time.

Neither the renter nor the guests of the renter shall use the facility for any unlawful purposes. The renter agrees to comply with all laws pertaining to the use of the facility,

F. including occupancy limitations in accordance with the City of Palatka Fire Code.

G. Open flames/candles are prohibited except for warming burners for food.

H. Music volume must be contained to a level that does not interfere with other renters in the facility.

I. The City of Palatka is not responsible for any stolen or loss of personal property.

J. The Palatka Recreation Department reserves the right to have final approval of all scheduled events and activities.

VII. **Set-up Instructions** – Set-up requirements and instructions shall be communicated in writing in a clear and timely manner to allow for scheduling of staff and coordination of resources. Set-up instructions are intended to communicate the renter's needs. Limitations to set-up may be necessary to ensure the manageable operation of the Community Center. A. Renters shall specify rental set-up needs at least two weeks in advance of the rental. Standard diagrams for each room are available.

B. All changes to set-up must be approved by the designated staff at least 72 hours in advance of the booking.

C. Only minor changes to set-up may be requested by the renter on the day of the event and will be dependent on the staff's ability to accommodate the request.

VIII. **Equipment Use** – A limited selection of equipment is available for use during rentals by prior arrangement.

A. The cost of repairs to damaged equipment will come out of the rental deposit. If the cost of repair or replacement of damaged equipment exceeds the deposit, the renter is responsible for the additional costs.

B. Requests for the use of equipment and supplies shall be made two weeks prior to the event.

C. All equipment will be checked in and checked out by an employee.

Decorations – Renters must adhere to the following guidelines in respects to decorations.

A. Decorations for an event must not pose fire or health and safety risks or damage any Palatka property.

B. Appropriate placement is important to ensure proper facility maintenance and compliance.

C. Decorations may be placed inside the room only. No decorations are allowed in the hallway.

D. Decorations cannot be suspended from the ceiling or light fixtures. Glue, thumbtacks and adhesive cannot be used on wall surfaces.

E. Only painters' tape may be used on the walls and cannot be taped higher than seven feet from the floor.

F. Open flame is prohibited.

G. Removal of decorations by the end of the time stated in the contract is the responsibility of the renter.

The City of Palatka will dispose of any decorations which are not removed by the renter.

H. Failure to follow the decoration guidelines may result in removal and additional charges for any room damage that may be caused.

IX. Rental Supervision – To provide the renter with a quality rental experience and coordinate communication among client, staff and vendors, a designated employee will take an active role in overseeing rental events.

A. Each rental shall be assigned a trained staff member as the Rental Contact.

B. The Rental Contact shall be the main contact person for the rental and shall directly oversee the client's needs.

C. Multiple staff will be trained to serve as a Rental Contact.

D. Rental Contact is responsible for communicating with event chaperones to ensure the chaperones follow the Chaperone and Facility Guidelines.

E. The Rental Contact is responsible for communicating with the renters and enforcing rental guidelines, Community Center regulations and departure times.

X. Attire – Palatka Community Centers are family-oriented. Patrons are required to dress in appropriate attire for such a facility. Patrons are required to wear tennis shoes and a shirt while in the Community Center.

XI. **Capacity** – Set by the City of Palatka's Fire Code, all Palatka Jenkins Community Center rooms have a maximum occupancy that will limit the number of people who may utilize a room.

XII. **Storage** – Due to spacing limitations, the Community Center does not allow renters to store items either before or after an event, without prior approval from the Director of Parks and Recreation or his/her designee.

XIII. **Pets** – Pets are not permitted in the Palatka Community Center, apart from service animals. You must be able to provide documentation.

Contract Instructor Services - The City of Palatka Recreation and Community Affairs Department established a policy to assist staff in making sound decisions when contracting independent instructors to provide services.

a. Full- or part-time staff working for the Community Affairs Department are not eligible.
b. Immediate family members of full or part-time staff working for the Recreation and Community Affairs Department are not eligible as defined in the City's Administrative Policy on Nepotism and Supervisory Conflicts of Interest Policy
c. City of Palatka employees from other departments are eligible with a fully endorsed form per • City Administrative Policy A-06 – Ethics Policy
d. Decisions to contract with individuals are based on demonstrated qualifications to provide the service.
e. A written agreement will be entered into with each instructor regardless if they will be compensated or not. Instructors, their employees, volunteers, and substitutes are to be fingerprinted, and background checked prior to rendering services or at any time requested by the city.

XIIV. Public/Private Partnerships

A . Purpose: To establish standard operational parameters and procedures for partnerships between the Community Affairs and Recreation Department and individuals, for-profit and non-profit organizations who agree to share responsibility for achieving mission-critical goals.

f. An objective of the RECREATION AND COMMUNITY AFFAIRS Department is to provide quality and accessible public services and facilities while making the most efficient use of public resources in an equitable manner with a strong emphasis on a stable baseline level of service.

g. Public-private partnerships, when properly applied, have the potential for not only mobilizing additional resources for park and recreation programs citywide, but also promoting greater effectiveness of those programs, and hence greater impact sustaining a park system that promotes quality recreational, cultural and outdoor experiences for the Palatka community This Policy is intended to achieve these results while adhering to the principles of preservation and use of parkland, RECREATION AND COMMUNITY AFFAIRS Department facilities and resources in the best interests of the public.

h. This Policy is designed to address the appropriate public and private resources that will lead to the most effective method of providing public services at acceptable levels of quality, cost, and risk.

Authority:

Policy: It is the policy of The City of Palatka Community Affairs and Recreation department to enter into public private partnerships that:

1. are consistent with *The City of Palatka Community Affairs and Recreation department* values, vision, mission, goals, strategic priorities, and image, and result in mutual public and department benefit
2. bring significant new revenues, resources, ideas, innovations, specialized expertise, technologies and/or partners to advance or enhance park or recreation facility or amenity development through the investment of private resources.
3. achieve a common purpose by the sharing of resources, responsibilities and rewards, while minimizing risk.
4. ensure no legal, regulatory or legislative prohibition to involve the private partner in the provision of the service or the project,
5. are likely to result in a significant and measurable public benefit, in relation to the potential public costs; and
6. will allow park and recreation services to be established, continued or enhanced, while maintaining or reducing public tax support

The following comprises some, but not an exhaustive list, of the review criteria and/or conditions of a proposal that staff will consider in its evaluation of a specific partnership proposal:

a. The proposal meets the guiding principles outlined in this Policy and is otherwise consistent with this Policy;
b. The activities and terms of the proposal acceptable for coverage of PARKS AND RECREATION DEPARTMENT's risk by the City of Palatka;

c. The proposed project consistent with existing *City of Palatka Community Affairs and Recreation department* policy plans, or has been identified *The City of Palatka Community Affairs and Recreation department* and/or Parks and Recreation Board for a potential partnership;

d. The proposed project clearly designates the roles and responsibilities/risks and rewards of each partner;

e. The anticipated short and long-term costs to *The City of Palatka Community Affairs and Recreation department* in resources, including workload and CIP or operating and maintenance budget impacts.

f. The proposed project includes a level of quality consistent with standards established by *The City of Palatka Community Affairs and Recreation department* for projects of a similar nature

g. The proposed project addresses the public's interests with regard to access, affordability, customer service, hours of operation, variety of programming, and diversity of staff;

h. The proposed project has local ownership and/or leadership and involves local leadership and beneficiaries in design and implementation.

i. The proposed project has a high level of support and/or high likelihood of support for the partnership from the community and proposed users of the service or project proposed.

j. The partnership provides opportunities for access for underserved communities.

k. The private partner has experience and, if applicable, licensed professionals, dedicated to the project to support private sector responsibilities.

l. The private partner has financial capability, a sound financial plan and an appropriate level of experience to deliver the project and/or conduct the activities required of it in the partnership.

m. The proposed project has a clearly identified and dedicated funding source to support the obligations of the private partner.

n. The level of entitlement and rights of the private partner are supported by economic value consistent with a partner's contribution to the partnership in resources and risks.

o. The project proposal includes milestones to ensure timely delivery of a partnership product.

p. The output of the service can be measured and valued in a manner that allows *The City of Palatka Community Affairs and Recreation department* to easily determine compliance with the purpose of the partnership.

q. The proposed project and activities are consistent with *The City of Palatka Community Affairs and Recreation department* and the City of Palatka's environmental stewardship goals.

r. The partnership activities and the partnership agreements have appropriate crime prevention measures in place if necessary; and

s. *The City of Palatka Community Affairs and Recreation department* has the availability to effectively oversee the partnership, including design and construction of the project, and on-going activities of the partnership

Public Private Partnerships Defined:

A public private partnership is a cooperative relationship between the *The City of Palatka Community Affairs and Recreation department* and a private sector entity through which the skills, assets and resources of *The City of Palatka Community Affairs and Recreation department* and the partner are shared in delivering a service or facility for the use of the general public. The roles, risks and rewards must be contractually agreed, setting forth incentives for maximum performance while allowing for the flexibility necessary to achieve the desired results.

CITY OF PALATKA PARKS AND FACILITIES

A. Shaw Buck Park –
B. Forrester Field –
C. Edgemoore /Husson Park-
D. Westover Park-
E. Dog Bowl Park-
F. Fred Green Park
G. Jenkins Community Center

Appendix B

PALATKA RECREATION HOURS OF OPERATION – REVISED 10/01/14

Palatka Recreation Complex		
	Monday – Friday	**Saturday – Sunday**
Office Hours	8:00 a.m. – 5:00 p.m.	N/A
Meeting Rooms	8:00 a.m. – 10:00 p.m.	8:00 a.m. – 10:00 p.m.
After Hours Rentals	N/A	After 10 p.m.

Palatka Park System	
	Monday – Sunday
Hours of Operations	Sunrise – ½ hour after Sunset

Holiday Hours		
	Palatka Jenkins Community Center	
New Year's Day	Reduced Holiday Hours	
Martin Luther King Jr. Day	Reduced Holiday Hours	
President's Day	Reduced Holiday Hours	
Memorial Day	Reduced Holiday Hours	
Independence Day	Reduced Holiday Hours	
Labor Day	Reduced Holiday Hours	
Veteran's Day	Reduced Holiday Hours	
Thanksgiving	Closed	
Day after Thanksgiving	Reduced Holiday Hours	
Christmas	Closed	
Juneteenth	Reduced Holiday Hours	

Appendix C

PALATKA RECREATION FACILITY RENTAL FEES – REVISED 10/01/14

Palatka Athletic Fields		
	Field Day 7:00 a.m. – 5:00 p.m.	**Field Primetime 5:00 p.m. – 11:00 p.m.**
Resident	$9.00 / hour	$25.00 / hour
Non-Resident	$18.00 / hour	$35.00 / hour
Preparation Fee: Resident	$15.00	$15.00
Preparation Fee: Non-Resident	$20.00	$25.00

Jenkins Community Center				
	Room 05-021	**Room 05-002**	**Room 05-003**	
Resident: Weekday	$60.00 / hour	$50.00 / hour	$40.00 / hour	
Resident: Weekend	$60.00 / hour	$50.00 / hour	$40.00 / hour	
Non-Resident: Weekday	$60.00 / hour	$50.00 / hour	$40.00 / hour	
Non-Resident: Weekend	$60.00 / hour	$50.00 / hour	$40.00 / hour	

XIII. Additional Guidelines

The City of Palatka reserves the right to add additional guidelines to this document, which may be necessary for the effective and safe operation of City Recreation Facilities.

Jenkins Community Center
Program Instructor Agreement

This Agreement is made and entered into on this ___ day of _____, 2000__, by and between the City of Palatka Recreation Department – Jenkins Community Center (hereinafter referred to as "Center"), and:

Instructor Name: _____

Mailing Address: _____

Phone: _____ Email: _____

1. PURPOSE

The purpose of this agreement is to outline the expectations, responsibilities, and conditions for instructors who provide programming at the Jenkins Community Center, either through compensated services or as donated community enrichment.

2. TERM

This agreement shall be effective from _____ to _____ unless terminated earlier under the terms provided herein.

3. TYPE OF INSTRUCTIONAL SERVICE

☐ Volunteer/Donated Service (No payment rendered)
☐ Paid Instructor ($_____ per hour / per session / per term)
☐ Combination (Explain): _____

4. PROGRAM DESCRIPTION

Program Title: _____

Target Age Group: _____

Program Days/Times: _____

Anticipated Attendance: _____

Room/Space Requested: _____

5. INSTRUCTOR RESPONSIBILITIES

- Provide a safe, inclusive, and respectful environment for participants.
- Arrive at least 15 minutes early and remain until all participants have exited.
- Abide by all Jenkins Community Center rules and policies.
- Submit lesson plans or session outlines upon request.
- Track attendance and report incidents or concerns to staff.
- Maintain a professional, positive representation of the City of Palatka.
- Clean up program area after use and return any used supplies.

6. CENTER RESPONSIBILITIES

- Provide space, tables, chairs, and basic equipment as agreed.
- Advertise the program via flyers, social media, and official calendars (when appropriate).
- Collect and maintain program registration (if required).
- Provide a point of contact for instructor support and communication.

7. BACKGROUND SCREENING

All instructors and volunteers working with youth or vulnerable populations must pass a background check prior to program start.

☐ I have completed a background screening within the last 12 months.
☐ I agree to undergo a background screening provided by the City of Palatka.

8. COMPENSATION (If Applicable)

Instructors will be compensated by:
☐ Hourly Rate of $_____ for _____ hours per week
☐ Flat Fee of $_____ per _____
Payment will be issued: ☐ Weekly ☐ Bi-weekly ☐ End of Term

☐ Instructor is donating hours and waives compensation.

9. TERMINATION

This agreement may be terminated by either party with a written 7-day notice. The Center reserves the right to terminate immediately if there is a breach of conduct, safety violation, or policy infraction.

10. LIABILITY & INSURANCE

The instructor agrees to indemnify and hold harmless the City of Palatka, its officers, employees, and volunteers from any and all claims resulting from participation in the program. The instructor may be required to carry liability insurance for certain types of instruction (e.g., physical activity, equipment use).

INSTRUCTOR SIGNATURE: _____ Date: _____

JENKINS CENTER STAFF REPRESENTATIVE: _____ Title: _____ Date: _____

I.

City of Palatka Recreation/Cultural Arts

Program Proposal Form

Submission Date: _____

Name of Program/Event: _____

Staff in Charge: _____

Description of Program/Event:

_____
_____
_____
_____

Goals of Program/Event:

1. _____

2. _____

3. _____

Dates/Timing

Frequency of Program/Event: ___ Weeks Proposed Start Date: ____End Date: _____Start Time:___ End Time: __

Days: __ Monday __ Tuesday __ Wednesday __ Thursday __ Friday __ Saturday __ Sunday

Location

Location: _____

Facility contact information (name, phone #, email):_____.

_____

Special Set Up

List any special site or set-up requirements that would need to be addressed prior to the Program/Event:

_____
_____
_____
_____

Participant Information

Is this program intended for a specific age group? Yes If yes, minimum age? 3 maximum age?

Minimum # of participants required to break even? ___ Maximum number of participants accepted?

Proposed Fees and Budgetary Information

Proposed Fee ___per _____ If other, please describe: _____

Is there a non-resident fee?___ If yes, list amount: ___

Are there registration dates/deadlines? ___ If yes, describe: _____

List all sponsorships, donations, discounts, etc. that would be associated with this Program/Event.

_____
_____

Marketing/Advertising (For City of Palatka Staff)

Are there similar programs being offered elsewhere in the community?___

If yes, describe the similar program including its date and organizer:

_____
_____
_____

Marketing

touches do you plan to use to advertise? (mark all that apply)

Flyers Distributed to: _____.
Radio List: _____
Newspaper Ads List which papers: _____
Submitted Article Sent to: _____
Online List websites: _____
Social Media List: _____)

**Attach any proposed ads intended for use to market your event.*

What is your timeline for distribution of the above marketing materials?

Beginning Date _____

Instruction/Needs of Participants

Note any information that would be useful to the participants. Take into consideration factors such as weather (cold, hot, wet), time of day, specific supplies or equipment needed, certifications, background checks, etc.

_____
_____
_____
_____

Supplies and Equipment

_____
_____
_____
_____

City of Palatka Recreation/Cultural Arts

RESOLUTION NO. 2025-R-106

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO COMMUNITY AFFAIRS IS REQUESTIN THAT THE COMMUNITY AFFAIRS AND RECREATION POLICY BE APPROVED; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS Community Affairs has submitted the Community Affairs and Recreation Department Policy for review and approval.

WHEREAS, the City of Palatka's Community Affairs staff has met to review the submitted policy to assess.

WHEREAS, the Palatka City Commission finds that the approval of the Community Affairs and Recreation Department policy, as stipulated and described herein, is in the best interest of the department staff, the City of Palatka and its citizens.

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

Section 1: Community Affairs and Recreation Department Policy for review and approval
A
Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 10th day of September 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____
CITY ATTORNEY

ADOPT RESOLUTION 2025-R-117 granting a special events permit to Kathy Griffin for the Annual Azalea Festival to be held on February 26th-March 1st 2026. Hours will vary from 12pm- 6pm and 10pm.

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Kathy Griffin is requesting road closures of St. Johns Ave. from the 100 block to the 600 block, Memorial from Reid St to 3rd and 2nd from Reid St. to Laurel. Kathy is also requesting permits for amplified sound and alcohol.

BACKGROUND

This year Kathy and her team are providing the community with music, crafters, art, a carnival for kids and more.

PROJECT ANALYSIS

Special events team met and agreed upon request. Community Affairs Director will present it to the Commissioners for approval.

Staff Recommendation

We recommend that the commissioners approve this event as The Florida Azalea Festival, one of Palatka's longtime spring celebrations of the azalea bloom, held downtown along St. Johns River. Its roots go back to the mid-1930s.

ATTACHMENTS

1.	Application for Special Event Ms. Griffin
2.	Azalea festival Map layout 2026
3.	Azalea Festival Feb 2026_Resolution

CITY of Palatka FLORIDA

Date Received: _____

Permit Classification: _____

APPLICATION FOR SPECIAL EVENT

sent 4-9-2025

1. Primary Contact: Kathy Griffin
   Address: 403 St. Johns Ave Email: kmg15@att.net
   Phone: 9045710194
2. Secondary Contact: Dana Lewis
   Address: 135 E Mccormick Rd East Palatka, Fl 32131 Email: Dana@northfloridaliving.net
   Phone: 3865460028 RHP
3. Event Sponsor/Organization: _____

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: 77th Azalea Festival Feb 27th / March 1st - 2026
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):
   Music, Food Trucks Crafters Arts. carnival for Kids ATM
6. Event Location (911 Address): St. Johns Ave, Memorial park
7. Road Closures: ex. **St. Johns Avenue** from **First Street** to **Second Street**

St. Johns Ave	from	100 Block	to	600 Block
Memorial Park	from	Hwy 17	to	3rd Street
S. 2nd St.	from	Hwy 17	to	Laurel St
	from		to	
	from		to	
	from		to	
	from		to	
	from		to	
	from		to	

8. Onsite representatives during the event:

Name: Kathy Griffin Cell Phone: 904-571-0194

Name: Dina Reds Cell Phone: 386-546-0028

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

Date(s) of Event:	Hours:	Amplified Sound:	Alcohol:	Attendance
Setup:				
2/27/26	10 AM to 10pm	10 to 10	9 AM to :	
Event:				
2/26/26	Noon to :	: to :	: to :	Carnival Setup
2/27/26	: to :	6pm to 10:00	6pm to 9:00	
2/28/26	9 to 5:	Noon to 10:00	Noon to 10:00	5k plus
3/1/26	10:5 to :	1:00 to 9:00	Noon to 8:00	5k plus
/ /	: to :	: to :	: to :	
/ /	: to :	: to :	: to :	
/ /	: to :	: to :	: to :	
Breakdown:				
3/1/26	5 to 10:00pm	5 to 10pm	5 to 10:00 pm	

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

5,000 pc

11. Number and type of auxiliary vehicles/ equipment:

____ Watercraft ____ Aircraft 3 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: 20 Uniform identification: Badges

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 # 54-2139342

☑ Nonprofit articles of incorporation, charter and mission statement

☑ Consent letter (event property): property owners on which special event location is held if not city owned

☐ Fire resistive rating certificates (tents, fabrics, etc.)

☑ Example of special event vendor permits provided

☑ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)

List certificates required: _____

☐ Alcohol liability certificate of insurance- city as "additional insured"

☐ Alcohol license (copy)

☑ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

☒ **CLASS A:** $300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**

☐ **CLASS B:** $100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**

☐ **CLASS C:** $50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

(a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
   (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
   (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.

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

(c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of $500,000.00 which shall name the city as additional insured.

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

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

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

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

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

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

Dana Lewis — 4-9-25

Signature of Applicant — Date

State of FLORIDA County of PUTNAM

The foregoing application is acknowledged before me this 9th day of APRIL, 2025, by DANA LEWIS, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC
Expires
05/27/2025
David Allen Griffin Sr.
My Commission #
HH 136153
STATE OF FLORIDA

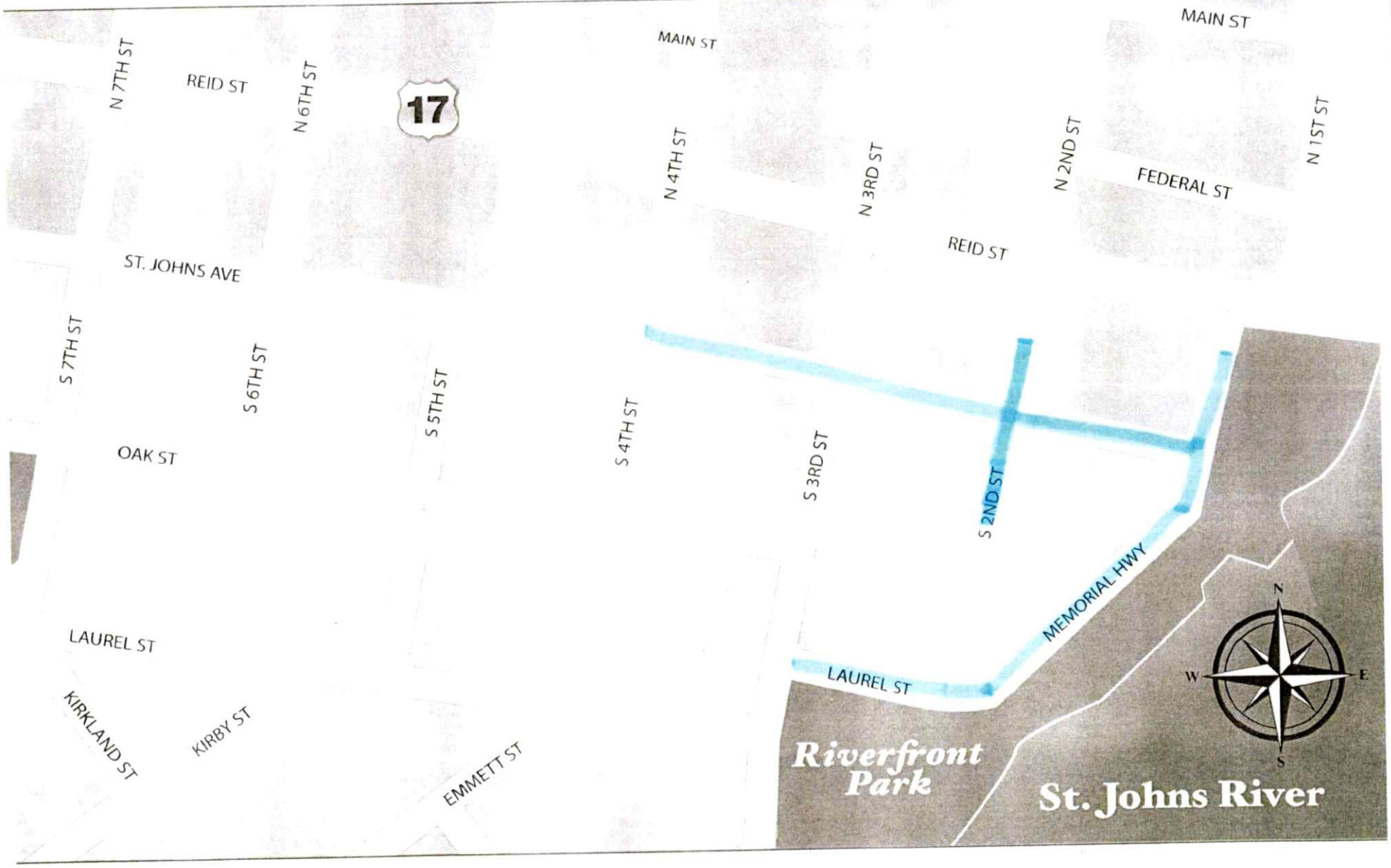
David A. Griffin

Signature of Notary Public, State of FLORIDA

APPLICATION APPROVED

Special Events Coordinator — Date

Chief of Police — Date


MAIN ST
MAIN ST
N 7TH ST
REID ST
N 6TH ST
17
N 4TH ST
N 3RD ST
N 2ND ST
FEDERAL ST
N 1ST ST
REID ST
ST. JOHNS AVE
S 7TH ST
S 6TH ST
S 5TH ST
S 4TH ST
S 3RD ST
S 2ND ST
OAK ST
MEMORIAL HWY
LAUREL ST
LAUREL ST
KIRKLAND ST
KIRBY ST
EMMETT ST
N
W
E
S
Riverfront Park
St. Johns River

Azalea Festival 2024
Layout



RESOLUTION NO. 2025-R-117

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO RESTORE HISTORIC PALATKA FOR THE 77TH ANNUAL AZALEA FESTIVAL FEBURARY 26TH THROUGH MARCH 1ST 2026; SETTING FORTH THE PROVISIONS OF THE PERMIT; GRANTING PERMISSION FOR ROAD CLOSURES; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, Restore Historic Palatka has made an application to the City of Palatka for a special event permit for the 77th Azalea Festival to be held on February 26 through March 1st, 2026.

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

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

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

Section 1: That Special Events Permit for the 77th Azalea Festival hereby granted to Kathy Griffin of Restore Historic Palatka with the following provisions and stipulations:

- **a.** A Class "A" Special Events Permit is hereby granted for the event to be set up and held on February 26 through March 1st, 2026 during the hours provided in the application.
- **b.** Road closures of road closures of St. Johns Ave. from the 100 block to the 600 block, Memorial from Reid St to 3rd and 2nd from Reid St. to Laurel. On the date and time as noted on the Permit Application.
- **c.** Sale of alcohol during February 27 – 28, 2026 from 6pm – noon on the 26th, from noon until 10pm on the 28th and from noon – 5pm on March 1st 11:00 AM - 9:00 PM.

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 10th day of September 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

ADOPT RESOLUTION 2025-R-118 granting a special events permit to Bartram Trail Society of Florida for the annual Bartram Frolic Festival, which will be held April 21st through the 26th of 2026 with hours being 8am–4pm.

St. Johns River Bartram Frolic is Palatka's annual riverfront festival celebrating naturalist William Bartram's 1774 travels through the area. Inspired by Bartram's account of an "Indian Frolic". It's organized by the Bartram Trail Society and typically held in April, featuring costumed interpreters.

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

1. Road Closures include Memorial Parkway from Reid St. to 2nd St. and of St. Johns Ave. from Memorial Parkway to 2nd. Road closures will begin on the morning of April 21st.
2. Amplified sound on the dates provided in the application.

BACKGROUND

Bartram Frolic features costumed interpreters, guided hikes, bike/kayak/boat tours, children's activities, exhibitors, and food trucks.

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 as this event is guided with hikes, bike/kayak/boat tours, children's activities, exhibitors, and food trucks for a family-friendly event on the downtown riverfront.

ATTACHMENTS

1.	Bartram Frolic April 2026 resolution
2.	Bartram Frolic application 2026

RESOLUTION NO. 2025-R-118

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO THE BARTRAM TRAIL SOCIETY FOR THE ANNUAL BARTRAM TRAIL FESTIVAL ON APRIL 21ST THROUGH THE 26TH 2026 SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, Bartram Trail Society of Florida has made an application to the City of Palatka for a special event permit for 2026 St. Johns Bartram Frolic Festival.

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

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

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

Section 1: That Special Events Permit for St. Johns Bartram Frolic is hereby granted to Sam Carr for the Bartram Train Society with the following provisions and stipulations:

- **a.** A Class "A" Special Events Permit is hereby granted for the event to be held on April 21st – 26th 2026, during the hours provided in the application.
- **b.** Road Closures include Memorial Parkway from Reid St. to 2nd St. and of St. Johns Ave. from Memorial Parkway to 2nd. Road closures will begin in the morning of April 21st.
- **c.** Amplified sound on the date provided on the application.

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 10th day of September 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____
CITY ATTORNEY

Date Received: 8/25/25

Permit Classification: _____

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Janis Brown

   Address: 707 1st Ave
   Welaka Fl 32193

   Email: janisbrown48@gmail.com

   Phone: 352-494-3790

2. Secondary Contact: Sam Carr

   Address: 106 Riverside Drive
   Satsuma Fl 32189

   Email: scarr304gm@gmail.com

   Phone: 386-937-3901

3. Event Sponsor/Organization: BARTRAM TRAIL SOCIETY OF FLORIDA, INC.

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: BARTRAM FROLIC & FESTIVAL

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

We will again celebrate the St. Johns River and the Bartram National Recreation Trail from Monday through Sunday on the Riverfront Park. The event will host the Education Program Monday–Friday for the Putnam County School District. The VIP Frolic reception at the St. Johns River Center will be on Friday, Saturday and Sunday we will host families and recreational travelers to Palatka's riverfront Park. The 12-station Passport to the Past adventure will offer the public educational displays and living history portrayals. Recreational events including guided hiking, biking and paddling tours will be offered Friday-Sunday. Saturday and Sunday guided Pride of Palatka St. Johns River boat tours and bus tours through Palatka to Mt. Royal in Georgetown will be offered. Nature-based exhibits, food trucks and vendors will be onsite. Music and story-telling performances are planned. The Bartram Symposium and Art Show will take place on Sunday afternoon at the Larimer Arts Center.

6. Event Location (911 Address): ST. JOHNS RIVER CENTER 102 North 1st Street

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

Memorial Pky	from	Reid Street	to	2nd Street
St. Johns Ave	from	Memorial Pky	to	2nd Street
	from		to	
	from		to	
	from		to	
	from		to	
	from		to	
	from		to	
	from		to	

8. Onsite representatives during the event:

Name: Sam Carr Cell Phone: 386-937-3901

Name: Larry Mikelson Cell Phone: 386-268-0109

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

Date(s) of Event:	Hours:	Amplified Sound:	Alcohol:	Attendance
Setup:				
04/20/26	10.00 to 5.00	__:__ to __:__	__:__ to __:__	
Event:				
04/21/26	8.00 to 4:00	__:__ to __:__	__:__ to __:__	200 Education Program
04/22/26	8.00 to 4:00	__:__ to __:__	__:__ to __:__	200 Education Program
04/23/26	8.00 to 4.00	__:__ to __:__	__:__ to __:__	200 Education Program
04/24/26	8.00 to 4.00	__:__ to __:__	__:__ to __:__	200 Education Program
04/24/26	6.00 to 8.00	__:__ to __:__	__:__ to __:__	75 VIP Frolic River Center
04/25/26	8.00 to 4.00	__:__ to __:__	__:__ to __:__	1500 Frolic Passport to Past River Front
04/26/26	8.00 to 2.00	__:__ to __:__	__:__ to __:__	Frolic at the River Front
04/26/26	2:00 to 5:00			75 Symposium @ Larimer Art Center
Breakdown:				
04/26/26	4:00 to 5:00	__:__ to __:__	__:__ to __:__	
Removal of tents by Marie's Tents and Tables				

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

1500 this is a free event

11. Number and type of auxiliary vehicles/ equipment:

XX 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.

FORT MOSE MILITIA FIRING MUSKETS AS DEMONSTRATION PART OF THEIR BLACK HISTORY HERITAGE PRESENTATION. The Florida Park Service has a fire marshal n attendance

Include date and time:

04/25/26 10 00 to 3:00 __:__ to __:__

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

PRIDE OF PALATKA - riverboat natural history tours

14. Number of staff/ volunteer: 40 Uniform identification: Safety Vests

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 # 83-3947326

☒ Nonprofit articles of incorporation, charter and mission statement

☐ Consent letter (event property): property owners on which special event location is held if not city owned

☐ Fire resistive rating certificates (tents, fabrics, etc.)

☐ Example of special event vendor permits provided

☒ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)

List certificates required: _____

☐ Alcohol liability certificate of insurance- city as "additional insured"

☐ Alcohol license (copy)

☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

☐ **CLASS A**: $300.00 per day (attendance: 1,001 and up per day) Permit Filing Deadline: 60 days prior to event

☒ **CLASS B**: $100.00 per day (attendance: 101 - 1,000 per day) Permit Filing Deadline: 60 days prior to event

☐ **CLASS C**: $50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) Permit Filing Deadline: 30 days prior to event

Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

(a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
   (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
   (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.

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

(c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of $500,000.00 which shall name the city as additional insured.

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

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

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

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

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

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

Sam Carr

Signature of Applicant SAM CARR

8/25/25

Date

State of FLORIDA County of PUTNAM

The foregoing application is acknowledged before me this 25th day of August, 2025, by Sam Carr, who is personally known to me, or who has/have produced drivers license as identification.

NOTARY SEAL

Notary Public State of Florida
Jessica Cruz
My Commission HH 680529
Expires 4/3/2029

Signature of Notary Public, State of FL

APPLICATION APPROVED

Special Events Coordinator Date

Chief of Police Date

ANTI-HUMAN TRAFFICKING AFFIDAVIT

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

Sam Carr
Signature

8/25/25
Date

Sam Carr
Print Name

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

Notary Public State of Florida
Jessica Cruz
My Commission HH 680529
Expires 4/3/2029

STATE OF FLORIDA
COUNTY OF PUTNAM

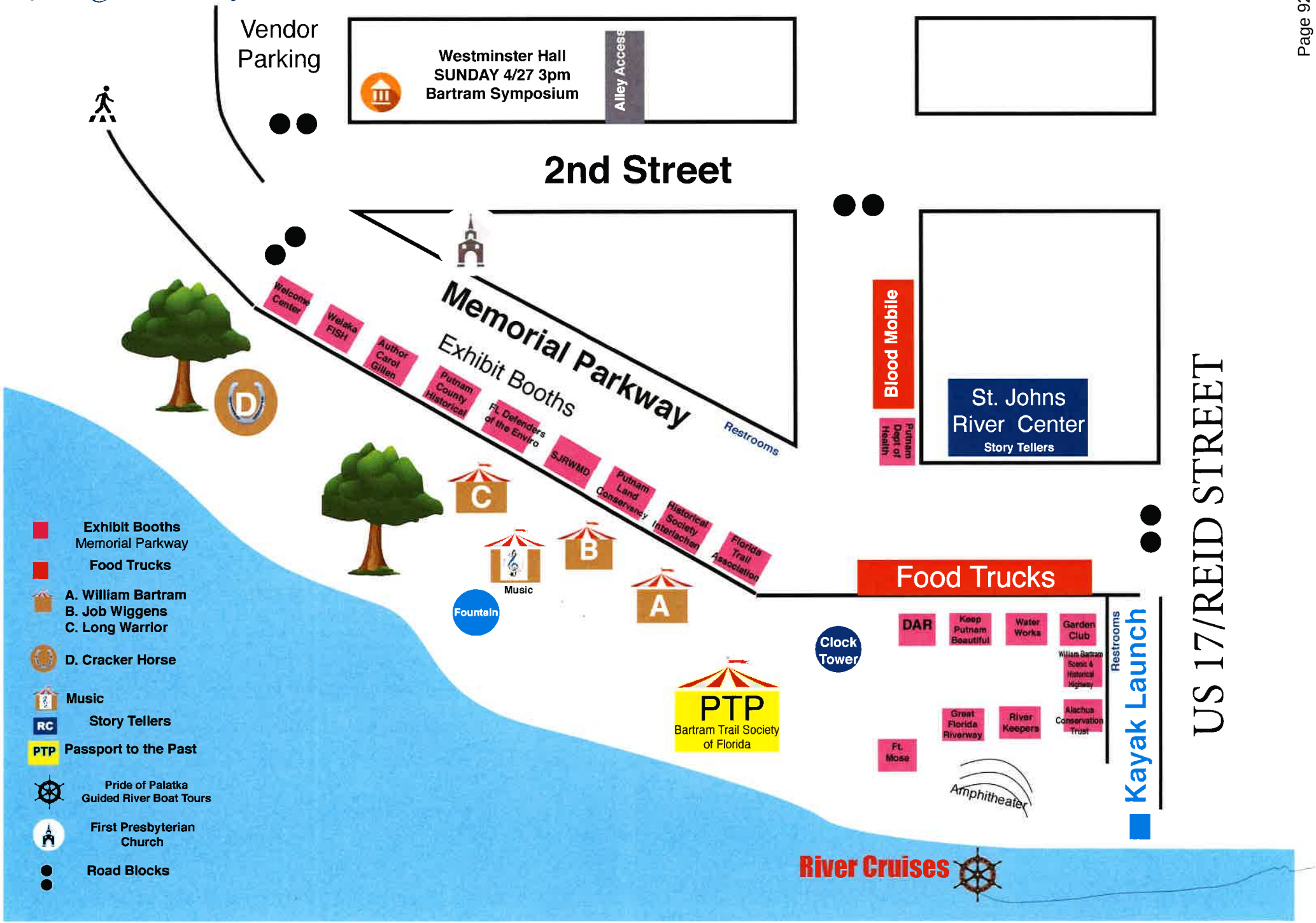
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 25th day of August 2025 by Sam Carr, to me personally known to be the person described in and who executed the foregoing instrument, or who produced appropriate identification, and acknowledged before me the execution of same.

Notary Public

My commission expires:

St. Johns River Bartram Frolic

April 26th, 2024 Downtown Palatka Riverfront



ADOPT RESOLUTION 2025-R-119 granting a special events permit to North Folk Network for the Annual NFFN Fall Festival which will be held on October 4th 2025.
The NFFN Fall Folk Festival is a free, family-friendly day of folk music and arts on Palatka's riverfront, produced by the North Florida Folk Network. Expect artisan vendors and food trucks—set against the St. Johns River

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Cindy Bear with North Florida Folk Network is requesting the roundabout be blocked for food trucks to set up and permits for amplified sound.

BACKGROUND

This annual event will include music and food trucks.

PROJECT ANALYSIS

Staff Recommendation

We recommend that this event be approved as The **NFFN Fall Folk Festival** is a free, family-friendly day of folk music and arts on Palatka's riverfront, produced by the North Florida Folk Network.

ATTACHMENTS

1.	NFFN Fall Fest application 2026
2.	NFFN Fall Fest 2026 resolution (1)

CITY of Palatka FLORIDA

Date Received: _____

Permit Classification: _____

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: CINDY BEAR

   Address: 12053 Harbour Cove Dr S Email: nffnpresident@gmail.com

   Jacksonville, FL 32225 Phone: (904)626-2829

2. Secondary Contact: Billy Ennis

   Address: 2114 President Street Email: billyennis1950@gmail.com

   Palatka, FL 32177 Phone: (386) 538-9852

3. Event Sponsor/Organization: North Florida Folk Network

   Attach a certificate of Tax Exemption if applicable.

4. Name of Event: 2025 NFFN Fall Folk Festival

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

   Music concert/festival held by the North Florida Folk Network, a 501(c)3, at the Palatka Riverfront Amphitheater on Saturday, October 4, 2025*

   ***RAIN DATE SET FOR SATURDAY, OCTOBER 25, 2025**

6. Event Location (911 Address): 102 N 1st St, Palatka, FL 32177 (Address obtained from the internet)

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

NONE	from	to	
	from	to	
	from	to	
		to	
	from	to	
	from	to	
	from	to	
	from	to	
	from	to	

8. Onsite representatives during the event:

Name: CINDY BEAR Cell Phone: (904) 626-2829

Name: FRANCOIS ROBERT Cell Phone: (904) 626-2829

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

Date(s) of Event:	Hours:	Amplified Sound:	Alcohol:	Attendance
Setup:				
10/4/2025	9 am to 11:am	N/A to __:__	N/A to __:__	
Event:				
10/4/2025	11:am to 5: pm	11:am to 5:pm	N/A to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
Breakdown:				
10/4/2025	5: pm to 6: pm	__:__ to __:__	__:__ to __:__	

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

999

11. Number and type of auxiliary vehicles/ equipment:

0 Watercraft 0 Aircraft 0 Utility Vehicles/Golf Carts 0 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.

NO

14. Number of staff/ volunteer: 15-25 Uniform identification: VOLUNTEER TAGS ON LANYARDS

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 # N09000010983

☒ Nonprofit articles of incorporation, charter and mission statement

☐ Consent letter (event property): property owners on which special event location is held if not city owned

☐ Fire resistive rating certificates (tents, fabrics, etc.)

☐ Example of special event vendor permits provided

☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)

List certificates required: _____

☐ Alcohol liability certificate of insurance- city as "additional insured"

☐ Alcohol license (copy)

☒ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

☐ **CLASS A:** $300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**

☒ **CLASS B:** $100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**

☐ **CLASS C:** $50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

(a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
   (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
   (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.

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

(c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of $500,000.00 which shall name the city as additional insured.

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

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

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

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

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

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

Cindy Bear (CINDY BEAR) Date 12/3/2024

Signature of Applicant

State of Florida County of Duval

The foregoing application is acknowledged before me this 3rd day of December, 2024, by Cindy Bear, who is personally known to me, or who has/have produced Driver's License as identification.

NOTARY SEAL

Notary Public State of Florida
Sarah G Mollenhauer
My Commission HH 593006
Expires 9/12/2028

Signature of Notary Public, State of Florida

APPLICATION APPROVED

Special Events Coordinator Date

Chief of Police Date

Special Events Vendor Requirements

1. **A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles.** Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.

2. **Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap.** Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.

3. **Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70.** Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.

4. **A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11.** Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.

5. **Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened.** Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.

Food Vendors

1. **All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (Tag showing inspection within 1 year of event date).** Same as a regular inspection tag check.
2. **Vendors deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company.** In addition to the ABC, they must have a K class. No K, no frying.
3. **Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1.** Check fire retardant label on the tent and on the side curtains.
4. **Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96.** If they want to cook meats inside a concession trailer, they must have a hood and suppression system. No exceptions.
5. **The Department of Business and Professional Regulation will inspect all vendors prior to opening for business. Event staff will coordinate the overall inspection time.**

Exceptions:

   a. **Non-profit organizations. The vendor must have a State of Florida Tax Exemptions Certificate, issued in the name of the vendor on site.**
   b. **Vendors selling food items not prepared on site, i.e. pre-packaged.** The exceptions a. and b. are only for state inspectors. All vendors must comply with the city's special event requirements.

Vendor RV Camping

1. **Temporary camping with motor homes, 5th wheels, and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.**
2. **Under NO circumstances will any gray or black water be dumped, except into a proper disposal facility (At this time, the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.**
3. **Parking of RV campers will insure that no driveway, street, or parking lot is blocked or obstructing traffic.**
4. **Campers will be locked when not occupied.**
5. **Permission to connect to utilities will only be authorized by event staff.**
6. **A placard issued by the event staff will identify vender RVs.**

City of Palatka
Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDAUL 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.

Cindy Bear — PALATKA RIVERFRONT AMPHITHEATER

Signature of Applicant — Name of Facility being used

CINDY BEAR — December 3, 2024

Print Name of Applicant — Date of Use

State of Florida County of Duval

The foregoing application is acknowledged before me this 3rd day of December, 20 24, by Cindy Bear, who is personally known to me, or who has/have produced Driver's License as identification.

NOTARY SEAL

Notary Public State of Florida
Sarah G Mollenhauer
My Commission HH 593006
Expires 9/12/2028

Signature of Notary Public, State of Florida

7

RESOLUTION NO. 2025-R-119

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO CINDY BEAR FOR THE NFFN FALL FOLK FESTIVAL ON OCTOBER 4TH 2025; SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION FOR ROAD CLOSURES; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS Cindy Bear has made an application to the City of Palatka for a special event permit for the annual NFFN Fall Folk Festival 2025.

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

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

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

Section 1: That Special Events Permit for NFFN Fall Folk Festival 2025 is hereby granted to Cindy Bear with the following provisions and stipulations:

- **a.** A Class "B" Special Events Permit is hereby granted for the event to be held on October 4th during the hours provided in the application.
- **b.** Blocking off the roundabout with time noted on the Permit Application.

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 10th day of September 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

ADOPT RESOLUTION 2025-R-116 Approval of McLaury Cove PUD Final Plat

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

This is a request for a final plat review and consideration for the proposed McLaury Cove Townhome Phase 1 Planned Unit Development. The proposed Phase 1 consists of 100 lots.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

This is a request for final approval for Phase 1 of the McLaury Cove Townhome subdivision. The parcel subject of the request consists of two adjoining vacant parcels located at 6201 St. Johns Avenue and 0 McLaury Drive. The subject properties, PIN 10-10-0000-0139-0010 and 10-10-26-0000-0200-0060 combined are approximately 31.33 acres located within the boundaries of the city. The parcels were rezoned to Residential Multiple R-3 with a PUD overlay. The Planning Board recently reviewed the subsequent Planned Unit Development Plan which received final approval from the City Commission at their January 23, 2025 meeting. The approved PUD is proposed to be developed in two phases. The applicant is seeking approval of the final plat for Phase 1 which consists of 100 townhome lots on 11.37 acres. The preliminary plat was reviewed and approved by the Planning Board on February 4, 2025, and the final plat for Phase 1 was approved by the Planning Board on August 5th,2025.

PROJECT ANALYSIS

Please refer to staff report.

Staff Recommendation

Staff recommends APPROVAL of the proposed Final Plat, subject to all the conditions listed in the project analysis. These conditions must be complied with before this item can be scheduled for City Commission consideration.

ATTACHMENTS

1.	MCLAURY TOWNHOME FINAL PLAT Staff Report
2.	App & Fee
3.	Deed
4.	Disclosure of ownership
5.	Boundary Survey

6.	Payment for taxes
7.	Declaration of covenants
8.	Plat property information report
9.	Letter from Forestar
10.	Memo from Harold Eiland
11.	Project Narrative
12.	2025 JUL 17 McLaury Cove Ph 1 Final Plat Submittal - PLAT
13.	Resolution 2025-R-116 McLaury Cove

Case PB 25-11 **Mc Laury Cove Townhome Final Plat**

Address: **6201 St. Johns Avenue & 0 McLaury Drive**

Applicant: **Forestar (USA) Real Estate Group Inc.**

STAFF REPORT

DATE: June 5, 2025, 2025

TO: City of Palatka Planning Board

FROM: STAFF

APPLICATION REQUEST

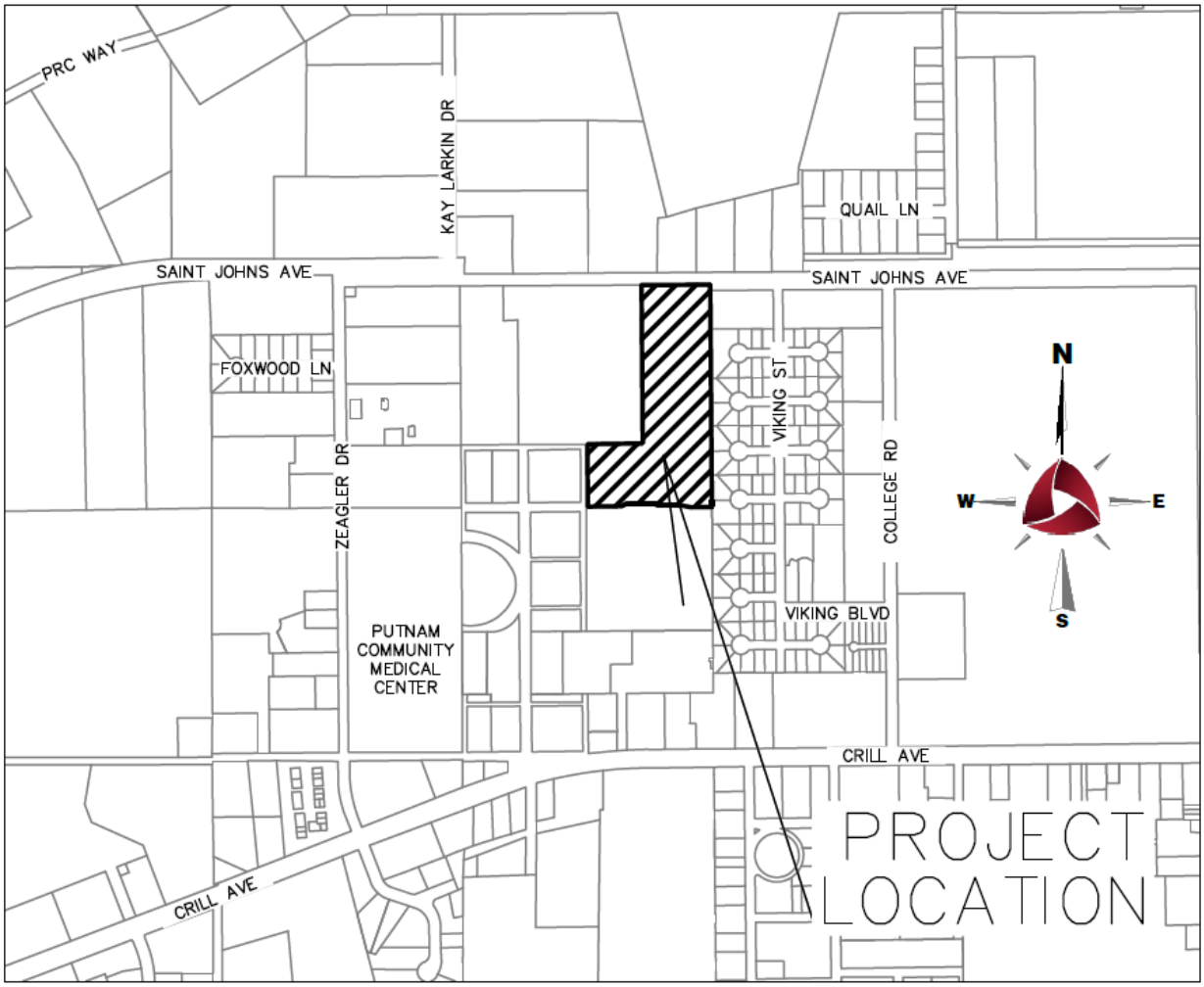
This is a request for a final plat review and consideration for the proposed McLaury Cove Townhome Phase 1 Planned Unit Development. The proposed Phase 1 consists of 100 lots.Public notice included legal advertisement in the Palatka Daily News, property posting, and mailed notices to property owners within 150 feet of the subject property.

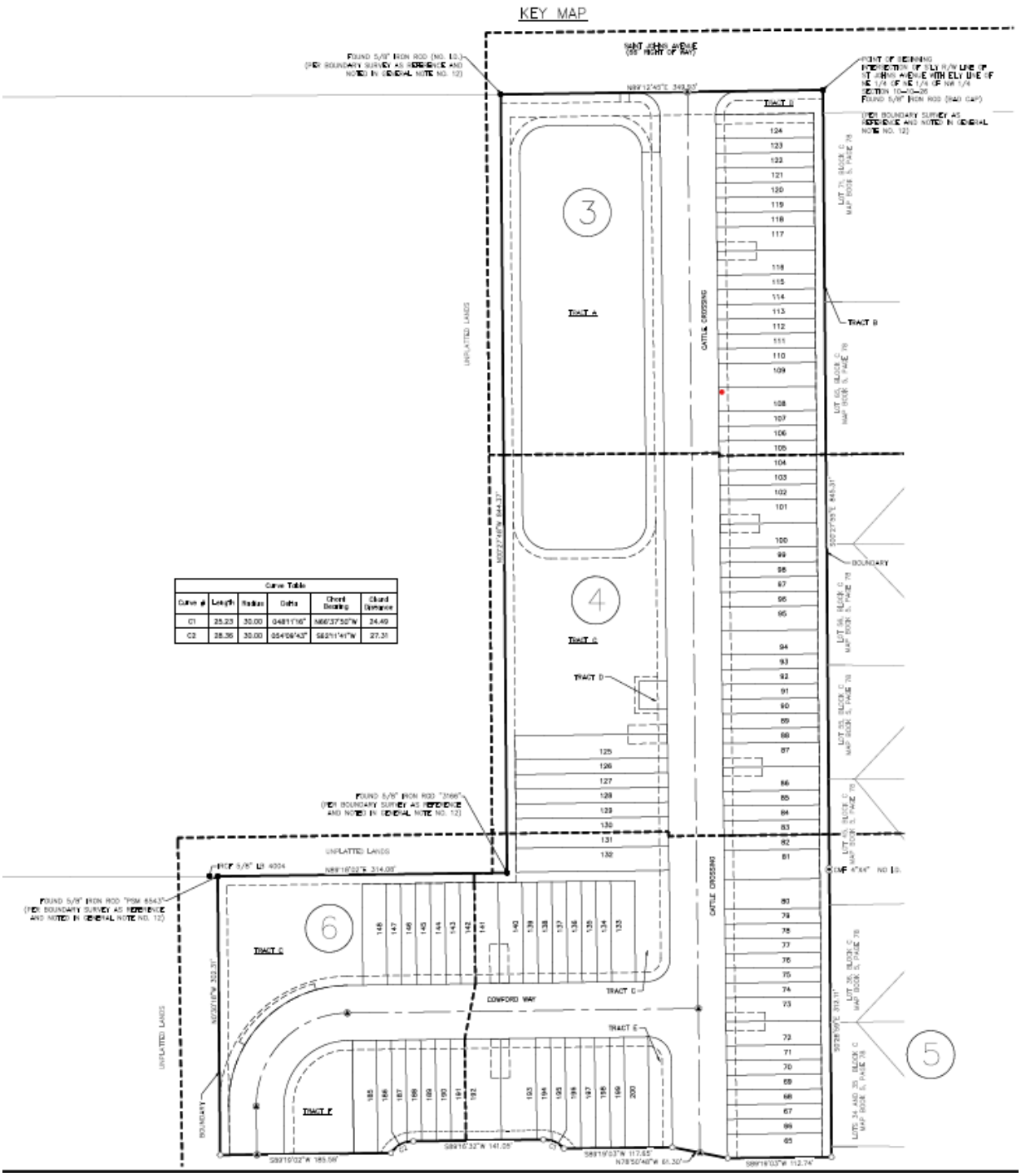
Background

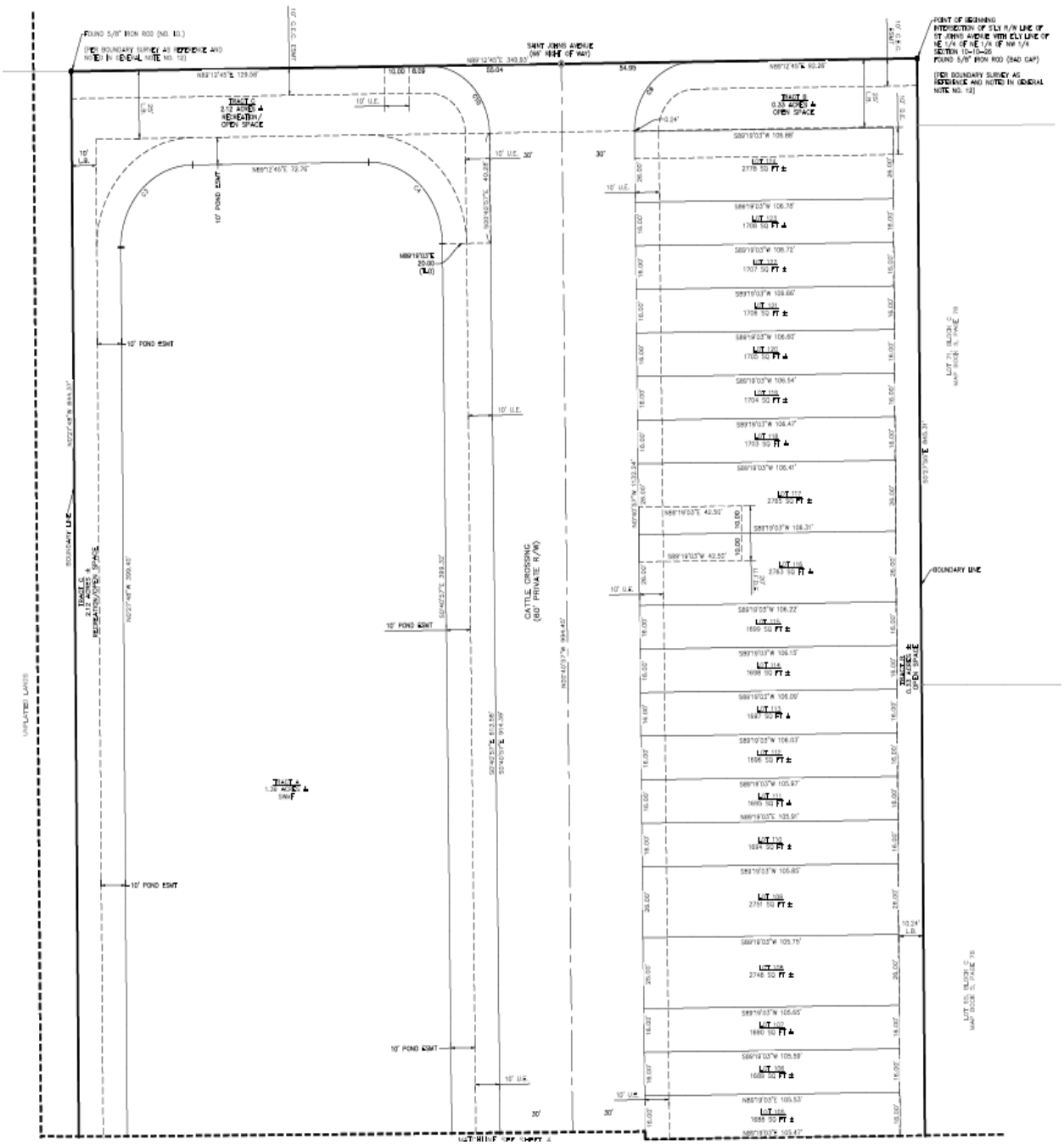
This is a request for final approval for Phase 1 of the McLaury Cove Townhome subdivision. The parcel subject of the request consists of two adjoining vacant parcels located at 6201 St. Johns Avenue and 0 McLaury Drive. The subject properties, PIN 10-10-0000-0139-0010 and 10-10-26-0000-0200-0060 combined are approximately 31.33 acres located within the boundaries of the city. The parcels were rezoned to Residential Multiple R-3 with a PUD overlay. The Planning Board recently reviewed the subsequent Planned Unit Development Plan which received final approval from the City Commission at their January 23, 2025 meeting. The approved PUD is proposed to be developed in two phases. The applicant is seeking approval of the final plat for Phase 1 which consists of 100 townhome lots on 11.37 acres. The preliminary plat was reviewed and approved by the Planning Board on February 4, 2025.

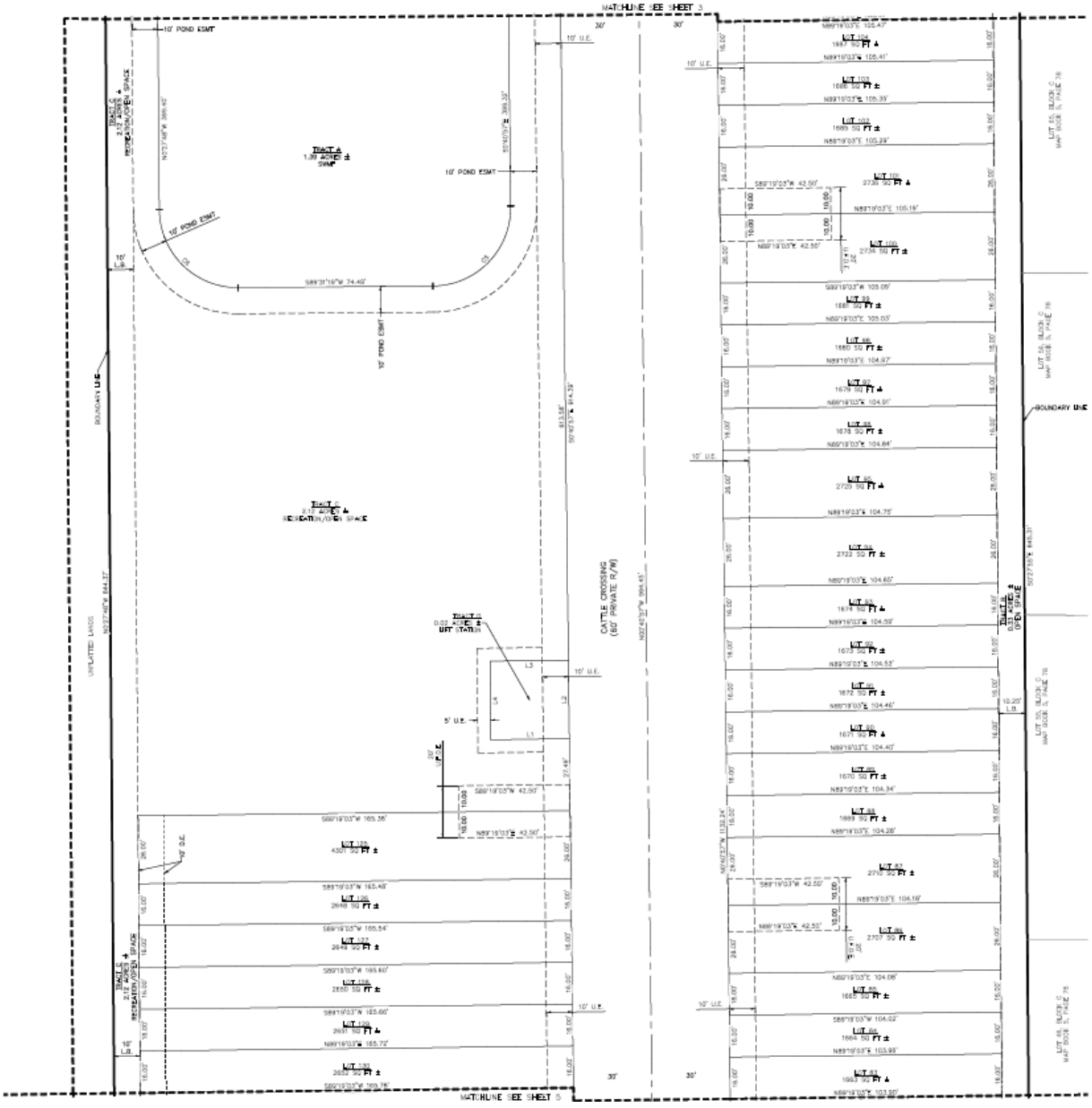
The final plat consists of 100 lots and six (6) tracts. The complete plat sheets are available in full size at the Planning Department for inspection.

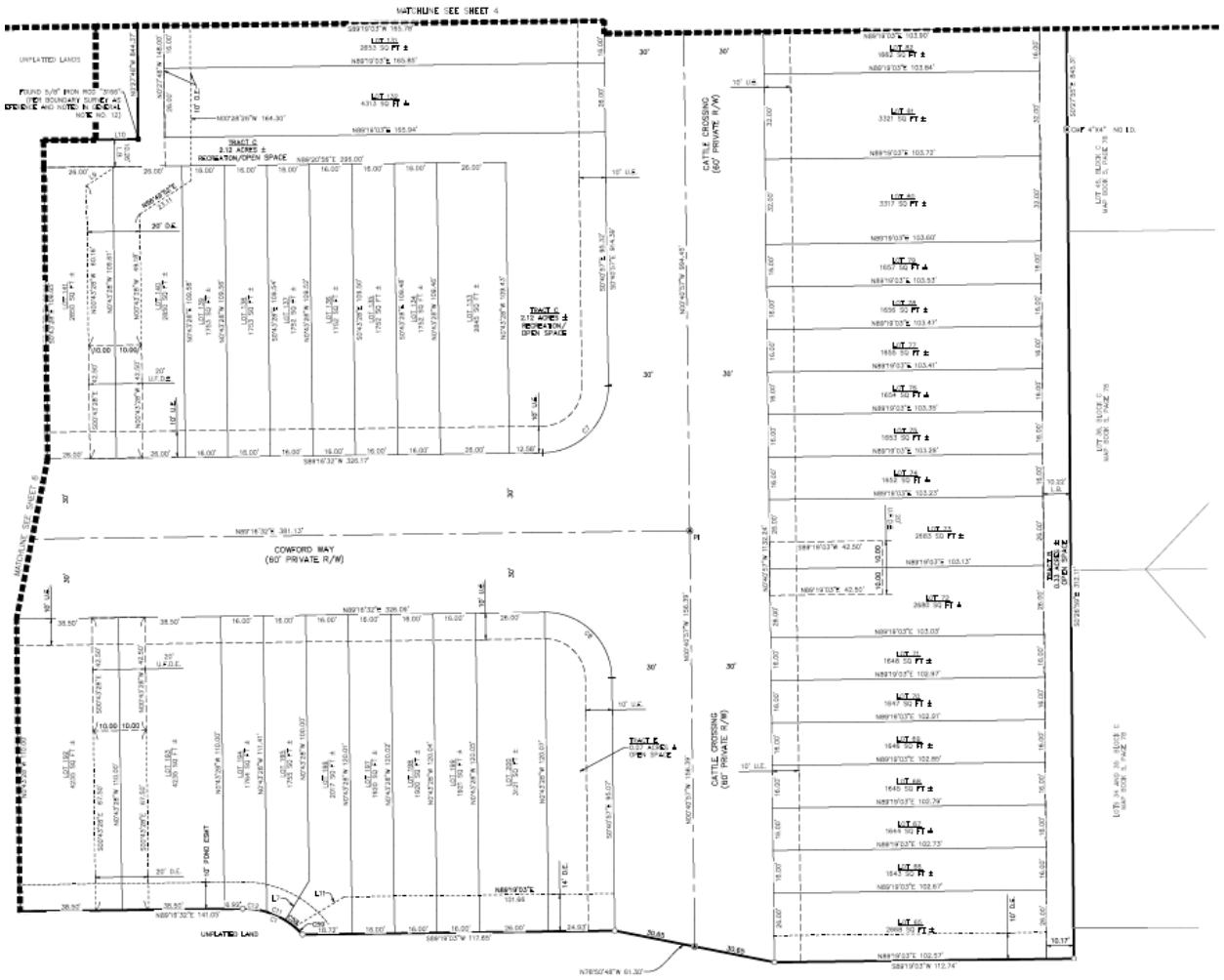
Figure 1: Subject Parcel Outlined in Black

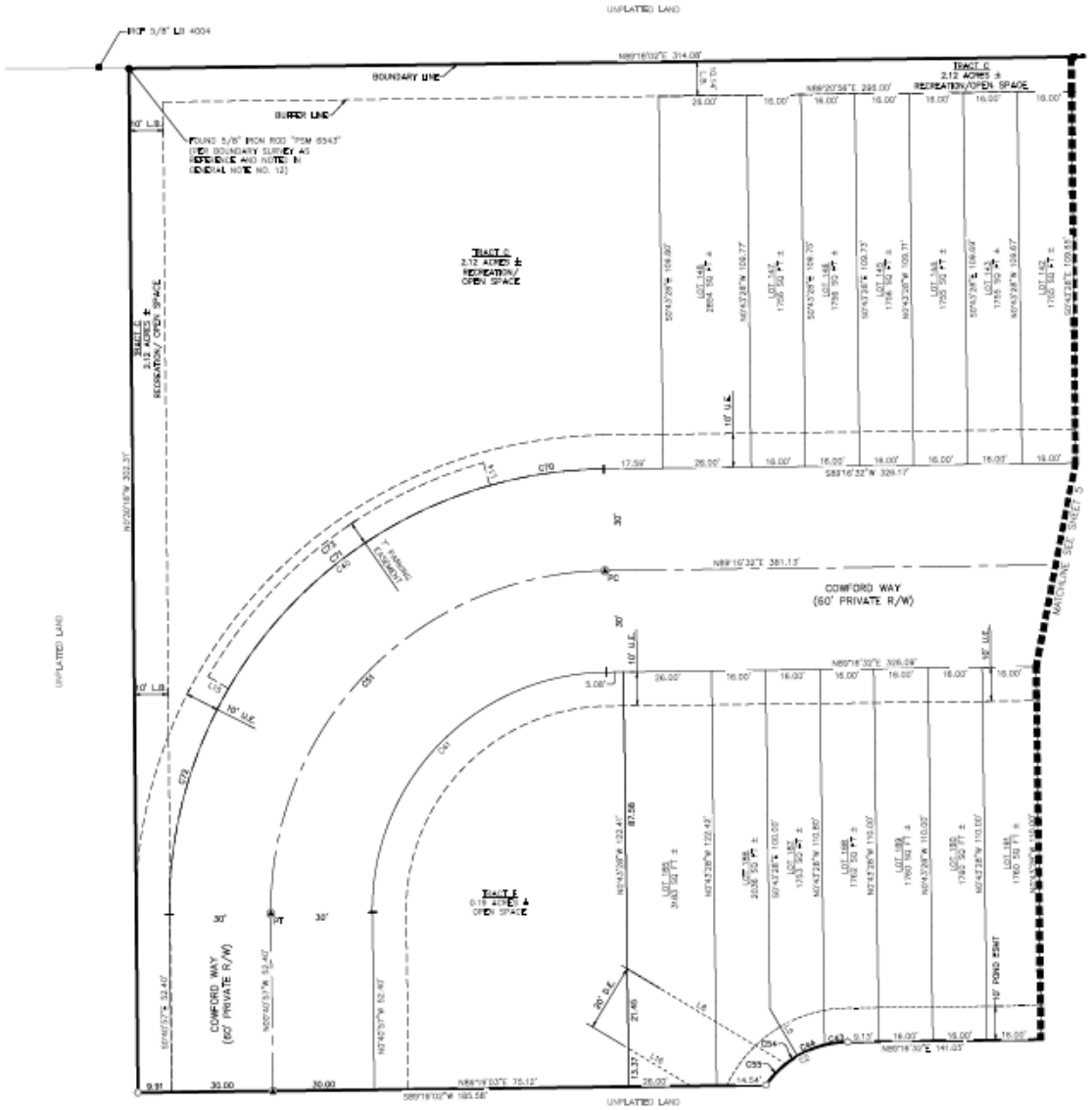



KEY MAP
SAINT JOSEPH AVENUE
(60' RIGHT OF WAY)
POINT OF BEGINNING
FOUND 5/8" IRON ROD (NO. ID.)
(PER BOUNDARY SURVEY AS REFERENCE AND NOTED IN GENERAL NOTE NO. 12)
FOUND 5/8" IRON ROD (NO CAP)
(PER BOUNDARY SURVEY AS REFERENCE AND NOTED IN GENERAL NOTE NO. 12)
N89°12'45"E 349.93'
TRACT B
TRACT A
TRACT C
TRACT D
TRACT E
TRACT F
CATTLE CROSSING
UNPLATTED LANDS
BOUNDARY
COMFORD WAY
FOUND 5/8" IRON ROD "3666"
(PER BOUNDARY SURVEY AS REFERENCE AND NOTED IN GENERAL NOTE NO. 12)
FOUND 5/8" IRON ROD "PSM 6543"
(PER BOUNDARY SURVEY AS REFERENCE AND NOTED IN GENERAL NOTE NO. 12)
REF 5/8" LS 4004
N89°16'02"E 314.05'
S89°19'02"W 165.58'
S89°16'32"W 141.05'
S89°19'03"W 117.65'
N28°50'40"W 61.30'
S89°19'03"W 112.74'
Curve Table
Curve # | Length | Radius | Delta | Chord Bearing | Chord Distance
C1 | 25.23 | 30.00 | 048°11'16" | N66°37'50"W | 24.49
C2 | 28.36 | 30.00 | 054°08'43" | S62°11'41"W | 27.31
LOT 75, BLOCK C
LOT 65, BLOCK C
LOT 55, BLOCK C
LOT 45, BLOCK C
LOT 35, BLOCK C
LOTS 34 AND 35, BLOCK C
MAP BOOK 5, PAGE 78
3
4
5
6


SAINT JOHNS AVENUE
(66' WIDE RIGHT OF WAY)
CATTLE CROSSING
(60' PRIVATE R/W)
TRACT A
1.26 ACRES ±
DRAINAGE
TRACT B
0.33 ACRES ±
OPEN SPACE
TRACT C
2.12 ACRES ±
RECREATION/
OPEN SPACE
TRACT D
0.33 ACRES ±
OPEN SPACE
10' POND ESMT
10' U.E.
30'
BOUNDARY LINE
UNPLATTED LANDS


MATCHLINE SEE SHEET 3
MATCHLINE SEE SHEET 5
10' POND ESMT
TRACT A
1.39 ACRES ±
SWM
TRACT C
2.13 ACRES ±
RECREATION/OPEN SPACE
TRACT D
2.13 ACRES ±
RECREATION/OPEN SPACE
TRACT E
0.03 ACRES ±
OPEN SPACE
TRACT F
0.02 ACRES ±
LIFT STATION
CATTLE CROSSING
(60' PRIVATE R/W)
UNPLATTED LANDS
BOUNDARY LINE
10' U.E.
5' U.E.
30'
LOT 104
1697 SQ FT ±
LOT 105
1688 SQ FT ±
LOT 103
1689 SQ FT ±
LOT 102
2738 SQ FT ±
LOT 101
2734 SQ FT ±
LOT 100
1681 SQ FT ±
LOT 99
1680 SQ FT ±
LOT 98
1679 SQ FT ±
LOT 97
1678 SQ FT ±
LOT 96
2729 SQ FT ±
LOT 95
2723 SQ FT ±
LOT 94
1674 SQ FT ±
LOT 93
1673 SQ FT ±
LOT 92
1672 SQ FT ±
LOT 91
1671 SQ FT ±
LOT 90
1670 SQ FT ±
LOT 89
1669 SQ FT ±
LOT 88
2716 SQ FT ±
LOT 86
2707 SQ FT ±
LOT 85
1665 SQ FT ±
LOT 84
1664 SQ FT ±
LOT 83
1663 SQ FT ±
LOT 135
4301 SQ FT ±
LOT 136
2648 SQ FT ±
LOT 137
2649 SQ FT ±
LOT 138
2650 SQ FT ±
LOT 139
2651 SQ FT ±
LOT 140
2652 SQ FT ±
LOT 65, BLOCK C
MAP BOOK 5, PAGE 78
LOT 66, BLOCK C
MAP BOOK 5, PAGE 78
LOT 67, BLOCK C
MAP BOOK 5, PAGE 78
LOT 68, BLOCK C
MAP BOOK 5, PAGE 78


MATCHLINE SEE SHEET 4
COWFORD WAY
(60' PRIVATE R/W)
CATTLE CROSSING
(60' PRIVATE R/W)
TRACT C
2.12 ACRES ±
RECREATION/OPEN SPACE
UNPLATTED LANDS
MATCHLINE SEE SHEET 6


UNPLATTED LAND
BOUNDARY LINE
BUFFER LINE
TRACT C
2.12 ACRES ±
RECREATION/OPEN SPACE
TRACT D
2.12 ACRES ±
RECREATION/ OPEN SPACE
TRACT E
0.19 ACRES ±
OPEN SPACE
COMFORD WAY
(60' PRIVATE R/W)
MATCHLINE SEE SHEET 5
10' POND ESMT
UNPLATTED LAND

BOUNDARY SURVEY

PHASE ONE

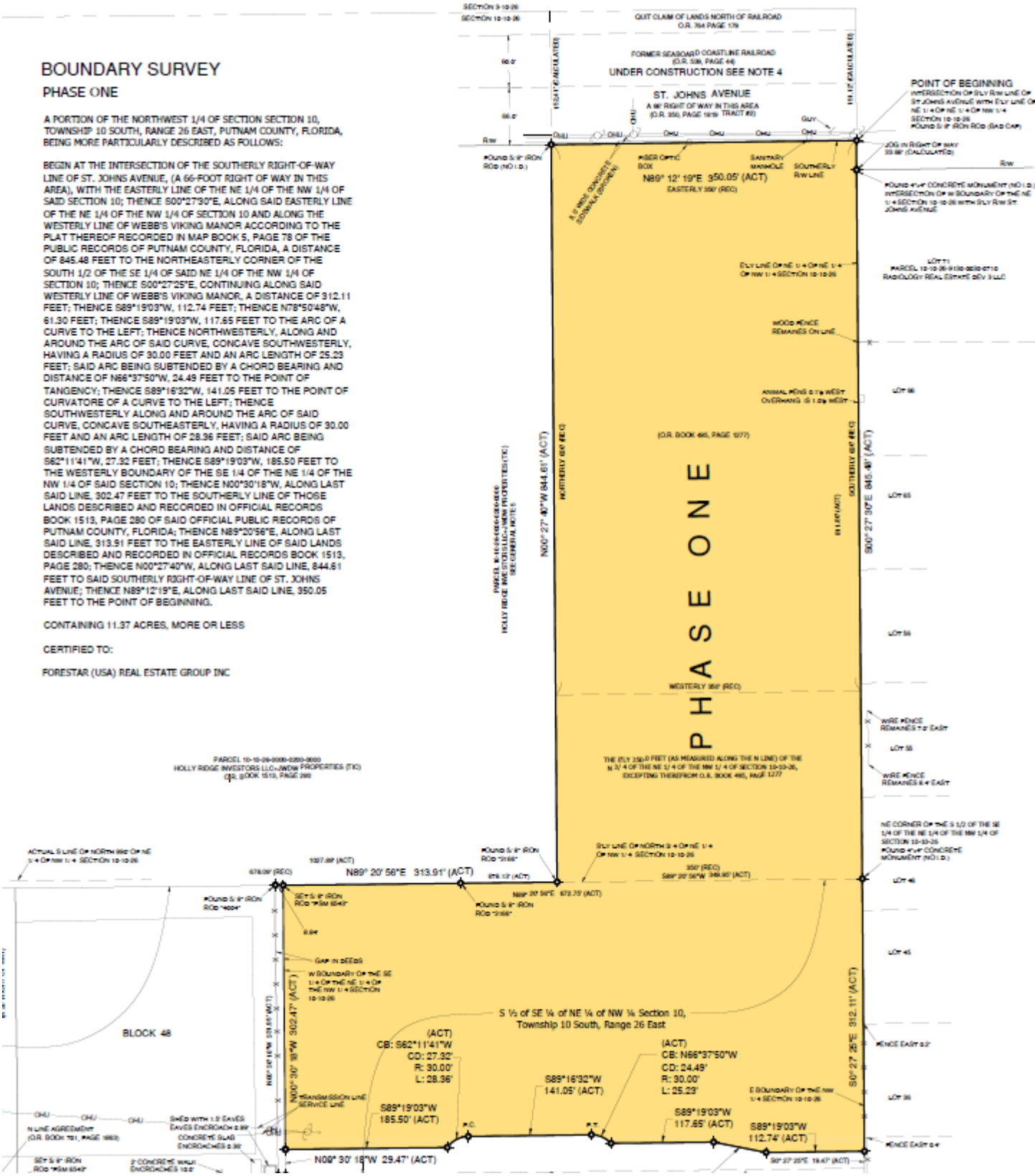
A PORTION OF THE NORTHWEST 1/4 OF SECTION SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE, (A 66-FOOT RIGHT OF WAY IN THIS AREA), WITH THE EASTERLY LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 10; THENCE S00°27'30"E, ALONG SAID EASTERLY LINE OF THE NE 1/4 OF THE NW 1/4 OF SECTION 10 AND ALONG THE WESTERLY LINE OF WEBB'S VIKING MANOR ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 5, PAGE 78 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, A DISTANCE OF 845.48 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SAID NE 1/4 OF THE NW 1/4 OF SECTION 10; THENCE S00°27'25"E, CONTINUING ALONG SAID WESTERLY LINE OF WEBB'S VIKING MANOR, A DISTANCE OF 312.11 FEET; THENCE S89°19'03"W, 112.74 FEET; THENCE N78°50'48"W, 61.30 FEET; THENCE S89°19'03"W, 117.65 FEET TO THE ARC OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 25.23 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N66°37'50"W, 24.49 FEET TO THE POINT OF TANGENCY; THENCE S89°16'32"W, 141.05 FEET TO THE POINT OF CURVATORE OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 28.36 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S62°11'41"W, 27.32 FEET; THENCE S89°19'03"W, 185.50 FEET TO THE WESTERLY BOUNDARY OF THE SE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 10; THENCE N00°30'18"W, ALONG LAST SAID LINE, 302.47 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1513, PAGE 280 OF SAID OFFICIAL PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA; THENCE N89°20'56"E, ALONG LAST SAID LINE, 313.91 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1513, PAGE 280; THENCE N00°27'40"W, ALONG LAST SAID LINE, 844.61 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE; THENCE N89°12'19"E, ALONG LAST SAID LINE, 950.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.37 ACRES, MORE OR LESS

CERTIFIED TO:

FORESTAR (USA) REAL ESTATE GROUP INC



PROJECT ANALYSIS

Review of Submitted Final Plat

The applicant has submitted a Final Plat consistent of a total of six pages prepared by Clayton A. Walley, professional surveyor and mapper licensed by the State of Florida with number LS 7209. The Final Plat was reviewed by Ellery P. Morris, LS 4004 as a third party for the City of Palatka.

Florida Statutes Chapter 177 governs the plating of land. In accordance with these statutes and the City of Palatka Code of Ordinances, staff have reviewed the submitted plat and has the following comments.

The following are requirements for final plat established in the City Code of Ordinances as it applies to this application:

1. *Form and contents of plat*: the applicant submitted eight copies of the proposed plat in the required sheet size and showing existing conditions; the preliminary plat shows proposed street names, right-of-way widths, central angles of street intersections, dimensions of radii; lot lines, lot numbers and block numbers are also indicated. Recreational and open spaces are showed on the plat. No schools and other nonpublic uses are proposed.
2. *Supporting data*: boundaries and distances are shown; utilities and drainage easements are shown. The proposed width of the utility easements is 10' but the minimum required is 15'. Name and width of the adjacent streets are indicated; contour data is not depicted on the plat; title under which the proposed plat is to be recorded has not been submitted yet; scale, datum, north arrow and date of plat are indicated.
3. *Name of subdivision*; the proposed name of the plat, McLaury Cove Townhomes is adequate.
4. *Protective covenants*: a draft protective covenant document was submitted.

The property has a future land use designation of Residential High Density (RH) and is zoned Residential Multiple R-3 with a PUD Overlay. There is no minimum lot area required in a Plan Unit Development Plan; however, the plat shows lots width ranging from 16 'to 26', and total lot area varying from 1663 sq. ft. to 2765.

.

The following items need to be addressed and resolved by the applicant prior to city commission consideration of the final plat. The applicant is in compliance with the time limit requirement of six (6) months for submitting the final plat from the date of the Planning Board preliminary plat approval.

1, All utility easements must be a minimum width of 15'.

2. Submit third party surveyor report.

3. Pavement width and the location of pavement on streets adjacent to the parcels must be shown.

4. Significant contours data must be shown (maximum ten feet);

5. The word "Planning Commission" in the signatures page must be changed to Planning Board;

6. Submit a title opinion of an attorney at law licensed in Florida.

Staff Recommendation

1. Staff recommends APPROVAL of the proposed Final Plat, subject to all the conditions listed above. These conditions must be complied before this item can be scheduled for city commission consideration.

Preliminary or Final Plat Application

CASE NUMBER: PB 25-11

Application Requirements

This application must be completed and submitted with application fee and ALL required attachments.
REQUIRED ATTACHMENTS: *(Checks payable to the City of Palatka, cash or credit card)*
The applicant should schedule a pre-application meeting and discuss the proposed plat prior to submitting this application.

- [x] Fully Executed and Notarized Application
- [x] Copy of Recorded Deed
- [x] Title Opinion (or Title Search)
- [ ] Copy of Preliminary Plat Approval if applicable
- [ ] Certified Engineer's Statement (if required)
- [x] Proposed Covenants (if required)
- [ ] Letter of Authorization, if applicable
- [ ] Preliminary or Final Plat, Seven Signed and Sealed Copies
- [ ] Project Narrative
- [ ] Proof of Taxes Paid
- [ ] Review Fee
- [ ] Legal Description(s)

Property Information

1. Property Address: 105 Cattle Crossing and 185 Cattle Crossing, Palatka, FL
2. Parcel Number: 10-10-26-0000-0200-0060 and part of 10-10-26-0000-0130-0010
3. Lot size/acreage: 11.37 acres
4. Current Property Use: Vacant
5. Current Land Use Category: PUD Current Zoning Designation: PUD

Description of request: Final plat review

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Forestar (USA) Real Estate Group Inc.

Mailing Address: 14785 Old St. Augustine Rd., Suite 300, Jacksonville, FL 32258

Phone Number(s): 904-899-5943 Email: heatherbrady@forestar.com

Agent/Contractor *(Submit proof of authorization to act as agent with your application)*

Name(s): Shalene Estes

Mailing Address: 14785 Old St. Augustine Rd., Suite 300, Jacksonville, FL 32258

Phone Number(s): 904-899-5948 Email: shaleneestes@forestar.com

Application Submitted By

Name (Print Name): Shalene B. Estes

Signature: _____ Date: May 07, 2025

STATE OF Florida County of Duval

Before me this day personally appeared Shalene B. Estes 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 7th day of May A.D. 2025.

(Notary Seal)

Notary Public State of Florida
Heather Brady
My Commission HH 391647
Expires 6/13/2027

_____
Notary Public

My commission expires: 06/13/2027 State of Florida at Large

Type of Identification Produced: personally known

For Official Use Only

Date Submitted: _____

Preliminary Review by: _____

Zoning Category: _____

Signs Posted Date: _____

Legal Ad Run by: _____

Signs Posted Date: _____

Legal Ad Run by: _____

Received By: _____

Future Land Use Category: _____

Signs Posted by: _____

Planning Board: _____

Legal Ad Run Date: _____

Commission Date: _____

Legal Ad Run Date: _____

City of Palatka
201 N 2ND ST
PALATKA FL 32177-3735
(386)329-0100
CASH RECEIPT

Date: 05/30/2025 OPER ID: MBROWN RECEIPT NO:D017535

RECEIVED FROM: MCLAURY COVE PHASE 1

AMOUNT RECEIVED: 1,691.00 TYPE: PP PP / 1003
AUTH CODE: 176842111

CHANGE DUE: 0.00

TOTAL RECEIVED: 1,691.00

DISTRIBUTION:

AMOUNT	ACCOUNT NUMBER	DESCRIPTION / FOR
1,685.00		MCLAURY COVE PHASE 1 $1000.00 APP $525.00 FILING $160.00 ADVERTISING
6.00		ZONING CONVENIENCE FEE

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

JEREMY R. SOKOL, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

Folio Nos.: 10-10-26-0000-0130-0010

SPECIAL WARRANTY DEED

THIS INDENTURE made this 3rd day of March, 2025, by **ROBERTS LAND & TIMBER COMPANY,** a Florida corporation, whose address is 625 State Road 100, Palatka, FL 32177 ("**Grantor**"), to **FORESTAR (USA) REAL ESTATE GROUP INC.,** a Delaware corporation ("**Grantee**"), whose address is 14785 Old St. Augustine Road, Suite 300, Jacksonville, FL 32258.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt and adequacy whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns, all right, title and interest in and to, the land situate and being in Putnam County, Florida, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Property**").

This conveyance is subject only to taxes for 2025 and subsequent years, not yet due and payable, and to those matters set forth on Exhibit "B" attached hereto and made a part hereof.

Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that it hereby fully warrants the title to the Property, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

[*Signature Page to Follow*]

EXHIBIT "A"
LEGAL DESCRIPTION

S ½ of SE ¼ of NE ¼ of NW ¼ and N ½ of SE ¼ of NW ¼, Section 10, Township 10 South, Range 26 East.

Subject to and together with the Agreement recorded in Official Records Book 701, Page 1863 of the public records of Putnam County, Florida.

24-605-SG

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

Folio No.: 10-10-26-0000-0200-0060

GENERAL WARRANTY DEED

THIS INDENTURE, made this 28 day of February, 2025, by **J. RUSSELL COLLINS, Individually, conveying separate non-homestead property and as Trustee of the 6201 SAINT JOHNS AVENUE LAND TRUST DATED JANUARY 28, 2021** ("**Grantor**"), whose address is 100 Southpark Blvd., Suite 100, Saint Augustine, Florida 32086-5171 to **FORESTAR (USA) REAL ESTATE GROUP INC.**, Delaware corporation (**Grantee**"), whose address is 251 Little Falls Drive, Wilmington, DE 19808.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt and adequacy whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns, all right, title and interest in and to, the land situate and being in Putnam County, Florida, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Property**").

This conveyance is subject only to taxes for 2025 and subsequent years, not yet due and payable, and to those matters set forth on Exhibit "B" attached hereto and made a part hereof, however reference herein shall not reimpose same.

Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that it hereby fully warrants the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

[*Signature Page to Follow*]

EXHIBIT "A" TO GENERAL WARRANTY DEED

A part of the NE 1/4 of the NE 1/4 of the NW 1/4 of Section 10, Township 10 South, Range 26 East, more particular described as follows: Beginning at the intersection of the Southerly Right of Way line of St. Johns Avenue with Easterly line of the said NE 1/4 of the NE 1/4 of the NW 1/4; thence run Southerly along said East line a distance of 630 feet; thence run Westerly parallel with the Southerly Right of Way line of St. Johns Avenue for a distance of 350 feet; thence run Northerly parallel with the East line of the said NE 1/4 of the NE 1/4 of the NW 1/4 for a distance of 630 feet to the Southerly Right of Way of St. Johns Avenue, thence run Easterly along said Southerly Right of Way line for a distance of 350 feet to the Point of Beginning and to close.

Also

The Easterly 350.0 feet (as measured along the North line) of the North 3/4 of the NE 1/4 of the NW 1/4 of Section 10, Township 10 South, Range 26 East, Excepting therefrom lands described in Official Records Book 495, Page 1277, that part of Tract Number 2 of lands described in Official Records Book 350, Page 1819, and lands described in Official Records Book 764, Page 179, of the Public Records of Putnam County, Florida. Subject to the Right-of-Way of the Seaboard Coast Line Railroad (formerly Atlantic Coast Line Railroad) over and across the Northerly line thereof.

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

(TO BE COMPLETED AND EXECUTED BY THE PROPERTY OWNER(S) FOR EACH APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT OR DEVELOPMENT ORDER)

TO: CITY OF PALATKA PLANNING DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
CITY OF PALATKA

BEFORE ME, the undersigned authority, this day personally appeared **Sarah Wicker**, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the ☐ individual or ☒ Vice President of Forestar (USA) Real Estate Group Inc. that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment, Rezoning or Development Order approval with the City of Palatka.

2. Affiant's address is: Forestar (USA) Real Estate Group Inc.
   14785 Old St. Augustine Rd, Suite 300
   Jacksonville, FL 32258

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the City of Palatka policy and will be relied upon by the City of Palatka in its review of application for Comprehensive Plan amendment, Rezoning or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment, Rezoning or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Sarah Wicker ,Affiant

(Print Affiant Name)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
CITY OF JACKSONVILLE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 8th day of May, 2025 by *Sarah Wicker (name of person acknowledging).* He/she is personally known to me or has produced _____ __ *(type of identification)* as identification and did/did not take an oath *(circle correct response).*

(Name - type, stamp or print clearly)

(Signature)

My Commission Expires on: 06/13/2027

NOTARY'S SEAL OR STAMP

Notary Public State of Florida
Heather Brady
My Commission HH 391647
Expires 6/13/2027

EXHIBIT"A" PROPERTY

Parcel # 10-10-26-0000-0020-0060 – 105 Cattle Crossing, Palatka, FL

Parcel # 10-10-26-0000-0130-0010 – 185 Cattle Crossing, Palatka, FL

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

Affiant must identify all entities and individuals owning five percent or more ownership interest in the Property. Affiant must identify individual owners. For example, if Affiant is an officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest Is for sale to the general public.

Name	Address
Forestar (USA) Real Estate Group Inc.	14785 Old St. Augustine Rd, Suite 300, Jacksonville, FL 32258

Sarah Wicker
(Signature)

Vice President
(Title)

Sarah Wicker
(Name in print)

Forestar (USA) Real Estate Group Inc.
(Name of company, if applicable)

14785 Old St. Augustine Rd, Suite 300, Jacksonville, FL 32258
(Address, City, State, Zip)

NOTARY PUBLIC INFORMATION

STATE OF FLORIDA
CITY OF JACKSONVILLE

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 9th day of May, 2025, by Sarah Wicker. He/she is personally known to me or has produced _____ *(type of identification)* as identification.

~~Sarah Wicker~~ Heather Brady
(Name in print)

My Commission Expires on: 06/13/2027

Heather Brady
(Signature)

NOTARY'S SEAL OR STAMP

Notary Public State of Florida
Heather Brady
My Commission HH 391647
Expires 6/13/2027

PUTNAM COUNTY FLORIDA PARCEL
10-10-26-0000-0130-0010

6201 ST JOHNS AVENUE
PALATKA, FL 32177
PARCEL 10-10-26-0000-0200-0060
CONTAINING 6.79± ACRES

BOUNDARY SURVEY

PHASE ONE

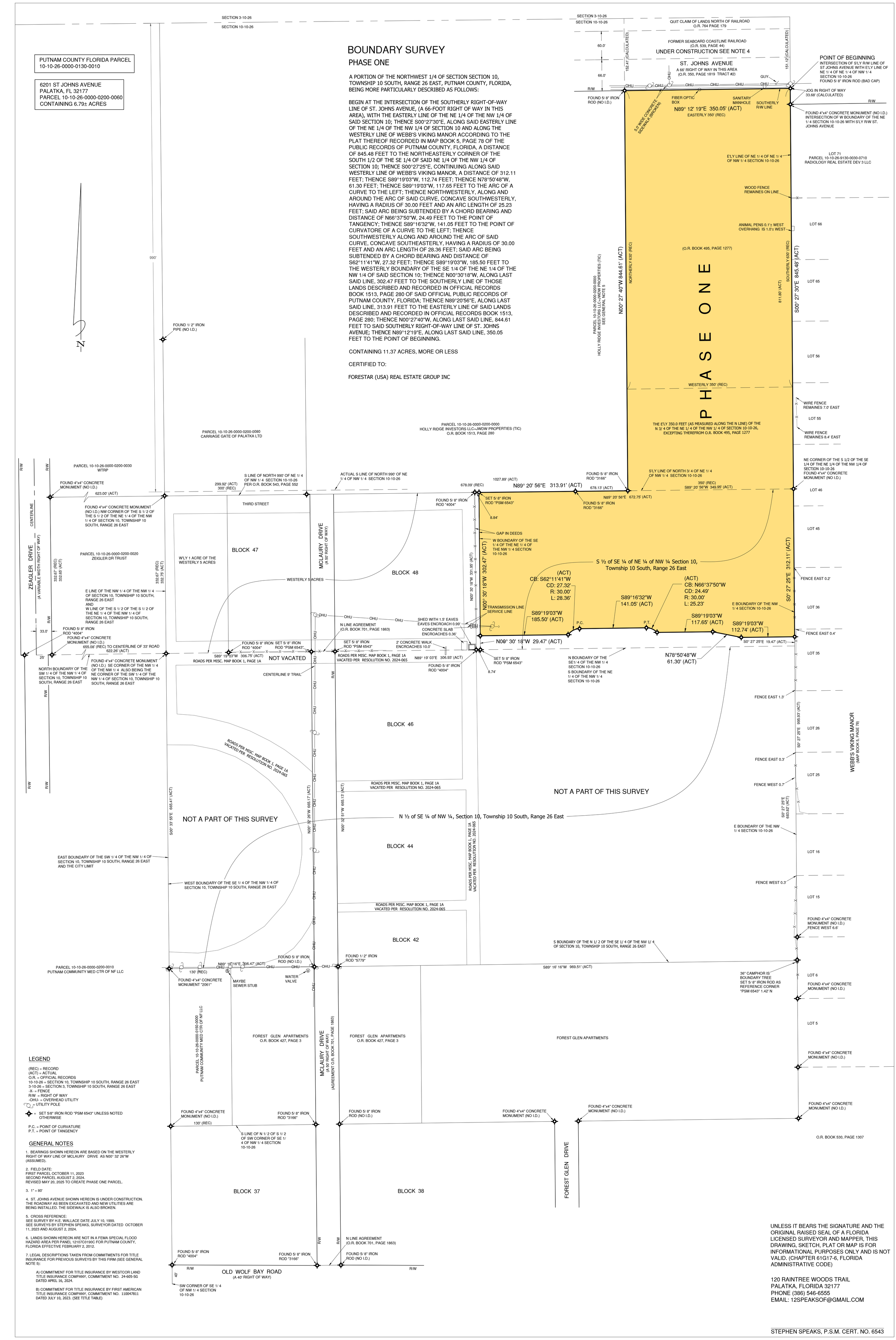
A PORTION OF THE NORTHWEST 1/4 OF SECTION SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE, (A 66-FOOT RIGHT OF WAY IN THIS AREA), WITH THE EASTERLY LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 10; THENCE S00°27'30"E, ALONG SAID EASTERLY LINE OF THE NE 1/4 OF THE NW 1/4 OF SECTION 10 AND ALONG THE WESTERLY LINE OF WEBB'S VIKING MANOR ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 5, PAGE 78 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, A DISTANCE OF 845.48 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SAID NE 1/4 OF THE NW 1/4 OF SECTION 10; THENCE S00°27'25"E, CONTINUING ALONG SAID WESTERLY LINE OF WEBB'S VIKING MANOR, A DISTANCE OF 312.11 FEET; THENCE S89°19'03"W, 112.74 FEET; THENCE N78°50'48"W, 61.30 FEET; THENCE S89°19'03"W, 117.65 FEET TO THE ARC OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 25.23 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N66°37'50"W, 24.49 FEET TO THE POINT OF TANGENCY; THENCE S89°16'32"W, 141.05 FEET TO THE POINT OF CURVATORE OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 28.36 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S62°11'41"W, 27.32 FEET; THENCE S89°19'03"W, 185.50 FEET TO THE WESTERLY BOUNDARY OF THE SE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 10; THENCE N00°30'18"W, ALONG LAST SAID LINE, 302.47 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1513, PAGE 280 OF SAID OFFICIAL PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA; THENCE N89°20'56"E, ALONG LAST SAID LINE, 313.91 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1513, PAGE 280; THENCE N00°27'40"W, ALONG LAST SAID LINE, 844.61 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE; THENCE N89°12'19"E, ALONG LAST SAID LINE, 350.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.37 ACRES, MORE OR LESS

CERTIFIED TO:

FORESTAR (USA) REAL ESTATE GROUP INC



LEGEND

(REC) = RECORD
(ACT) = ACTUAL
O.R. = OFFICIAL RECORDS
10-10-26 = SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST
3-10-26 = SECTION 3, TOWNSHIP 10 SOUTH, RANGE 26 EAST
-X- = FENCE
R/W = RIGHT OF WAY
-OHU- = OVERHEAD UTILITY
= UTILITY POLE
= SET 5/8" IRON ROD "PSM 6543" UNLESS NOTED OTHERWISE

P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF MCLAURY DRIVE AS N00° 32' 26"W (ASSUMED).

2. FIELD DATE:
FIRST PARCEL OCTOBER 11, 2023
SECOND PARCEL AUGUST 2, 2024.
REVISED MAY 20, 2025 TO CREATE PHASE ONE PARCEL.

3. 1" = 80'

4. ST. JOHNS AVENUE SHOWN HEREON IS UNDER CONSTRUCTION. THE ROADWAY AS BEEN EXCAVATED AND NEW UTILITIES ARE BEING INSTALLED. THE SIDEWALK IS ALSO BROKEN.

5. CROSS REFERENCE:
SEE SURVEY BY H.E. WALLACE DATE JULY 10, 1999.
SEE SURVEYS BY STEPHEN SPEAKS, SURVEYOR DATED OCTOBER 11, 2023 AND AUGUST 2, 2024.

6. LANDS SHOWN HEREON ARE NOT IN A FEMA SPECIAL FLOOD HAZARD AREA PER PANEL 12107C0190C FOR PUTNAM COUNTY, FLORIDA EFFECTIVE FEBRUARY 2, 2012.

7. LEGAL DESCRIPTIONS TAKEN FROM COMMITMENTS FOR TITLE INSURANCE FOR PREVIOUS SURVEYS BY THIS FIRM (SEE GENERAL NOTE 5):

A) COMMITMENT FOR TITLE INSURANCE BY WESTCOR LAND TITLE INSURANCE COMPANY, COMMITMENT NO. 24-605-SG DATED APRIL 16, 2024.

B) COMMITMENT FOR TITLE INSURANCE BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 110047811 DATED JULY 10, 2023. (SEE TITLE TABLE)

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE)

120 RAINTREE WOODS TRAIL
PALATKA, FLORIDA 32177
PHONE (386) 546-6555
EMAIL: 12SPEAKSOF@GMAIL.COM

STEPHEN SPEAKS, P.S.M. CERT. NO. 6543

PAYMENT RECEIPT

Brenda Bridges
Putnam County Tax Collector
PO Box 1339 Palatka, FL 32177

ROBERTS LAND & TIMBER COMPANY
625 STATE RD 100
PALATKA FL 32177

DO NOT PAY

Set 3233235

Receipt H11292024P017232

2024 Real Estate

Payment Date: 12/03/2024 Posted Date: 11/29/2024 Amount Paid: **83.01**

Parcel: 10-10-26-0000-0130-0010 **Ctrl#:** 79258 **Processed:** Remittance Processor **District** Unincorporated

Legal: PT OF E1/2 OF NW1/4 BK6 P269, (A PORTION BEING PART OF, MCLAURYS S/D SUBJECT TO, STREETS THEREIN)

Location: Unassigned Address

Payment Detail	Payment
Tax	83.01
Total	83.01

Payments *Real Estate*

Method	Check #	Paid By	Payment Amount
Check	XXX		647.23
Check	XXX		54,607.20

PAYMENT RECEIPT

Brenda Bridges
Putnam County Tax Collector
PO Box 1339 Palatka, FL 32177

6201 SAINT JOHNS AVENUE LAND TRUST
2493 US HIGHWAY 1 SOUTH
ST AUGUSTINE FL 32086

DO NOT PAY

Set 3250943

Receipt Q03072025P012635

2024 Real Estate

Payment Date: 03/07/2025 Posted Date: 03/07/2025 Amount Paid: **3,854.39**

Parcel: 10-10-26-0000-0200-0060 **Ctrl#:** 79287 **Processed:** Tax Administration **District** City of Palatka

Legal: PT OF NE1/4 OF NW1/4 OR495, P1277 OR546 P686

Location: 6201 ST JOHNS AV PALATKA

Payment Detail	Payment
Tax	3,854.39
Total	3,854.39

Payments *Real Estate*

Method	Check #	Paid By	Payment Amount
Check	371884	Land Title of America, Inc 100 South Park Blvd Ste 100 SAINT AUGUSTINE FL 32086	8,243.85

This Instrument Prepared by and Return to:
Sandra E. Krumbein Sadov, Esq.
Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MCLAURY COVE

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MCLAURY COVE

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MCLAURY COVE ("Declaration") is made this ____ day of _____, 2021, by FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("Declarant"), and is joined in by MCLAURY COVE TOWNHOME OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("Association").

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant desires to develop a planned residential community to be known as "Mclaury Cove" (as hereinafter defined) upon the Property; and

WHEREAS, in order to develop and maintain Mclaury Cove as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. EXPLANATION OF TERMINOLOGY

The following words and phrases used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1.1 "ACCESS CONTROL SYSTEM" shall mean any system intended to control access to MCLAURY COVE. THE ASSOCIATION, DECLARANT AND PARTICIPATING BUILDER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDER AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OF HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION, DECLARANT AND PARTICIPATING BUILDER SHALL NOT BE RESPONSIBLE OR LIABLE FOR

LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

1.2 "ADDITIONAL PROPERTY" shall mean any real property (other than the Property) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by Declarant and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also mean a portion (or all) of the Additional Property.

1.3 "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for "Mclaury Cove" and each of which shall be properly adopted pursuant to the terms of the Governing Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

1.4 "ARCHITECTURAL REVIEW BOARD" OR "ARB" shall mean the committee created pursuant to Section 8 hereof.

1.5 "ARTICLES" shall mean the Articles of Incorporation of the Association filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

1.6 "ASSESSMENT" shall mean assessments for which all the Owners are obligated to pay to the Association and includes "Individual Home Assessments", "Special Assessments" and "Benefited Assessments" (as such terms are defined in Section 7 hereof) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.

1.7 "ASSOCIATION" shall mean MCLAURY COVE TOWNHOME OWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, and which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of MCLAURY COVE as provided in this Declaration. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

1.8 "BACKYARD AREA" shall mean the area located at the rear of a Home.

1.9 "BENEFITED ASSESSMENT" shall mean Assessments charged against one or more Lots for Association expenses as described in Section 7.4.

1.10 "BOARD" shall mean the governing body of the Association.

1.11 "BYLAWS" shall mean the Bylaws of the Association, which have been or will be adopted by the Board, a copy of which are attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

1.12 "COMMON AREA" OR "COMMON PROPERTY" shall mean the property which is or will be owned and/or maintained by the Association, as set forth in this Declaration or on the Plat, or additional plat, if any.

1.13 "COMMON STRUCTURAL ELEMENTS" shall have the meaning set forth in Section 2.3.

1.14 "COMMUNITY COMPLETION DATE" shall mean the date upon which all Homes in MCLAURY COVE, as ultimately planned and as fully developed, have been conveyed by Declarant or Participating Builder to Owners.

1.15 "COMPLETED HOME" shall mean a Home that has been completed and for which Home a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency, and the title to which has been conveyed by Declarant or a Participating Builder.

1.16 "COMPLETED HOME OWNER" shall mean the Owner of a Completed Home.

1.17 "CONTRIBUTING HOME" shall mean any Home conveyed by Declarant or a Participating Builder(s) to an Owner (other than a Participating Builder) which has been issued a certificate of occupancy for the Home constructed thereon by the appropriate governmental agency, except if conveyed to an Institutional Mortgagee by foreclosure or a deed in lieu of foreclosure, upon which an affirmative covenant to pay Assessments, as more particularly set forth herein, is imposed.

1.18 "CONTRIBUTING HOME OWNER" shall mean the Owner of a Contributing Home.

1.19 "COUNTY" shall mean Putnam County, Florida.

1.20 "DECLARANT" shall mean Forestar (USA) Real Estate Group Inc., a Delaware corporation, and any successor or assign thereof to which Forestar (USA) Real Estate Group Inc., a Delaware corporation, specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Declarant under the Governing Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

1.21 "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded in the Public Records of the County.

1.22 "DIRECTOR" shall mean a member of the Board.

1.23 "DRAINAGE SYSTEM" shall mean all structures, including culverts and swales, required to collect and convey rainfall runoff from MCLAURY COVE to the water management tract(s) on and/or adjacent to the Property. The Drainage System is located upon and designed to serve all of MCLAURY COVE and is a private drainage system. The Drainage System shall be maintained by the Association in accordance with the District Permit.

1.24 "GOVERNING DOCUMENTS" shall mean, in the aggregate, this Declaration and the Articles, Bylaws, any rules and regulations of the Association which may be promulgated, all of the instruments and documents referred to therein and executed in connection therewith, and all amendments to the foregoing.

1.25 "HOA ACT" shall mean the homeowners' association act, Chapter 720, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

1.26 "HOME" shall mean one (1) of the two hundred and forty eight (248) attached residential dwelling units contained within multiple buildings ("Buildings") constructed or to be constructed within MCLAURY COVE, each of which is designed and intended for use and occupancy as a single-family residence. The term Home shall include the Lot. In the event all or any portion of the Additional Property is submitted to this Declaration by a Supplemental Declaration, the number of Homes within MCLAURY COVE shall increase.

1.27 "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within MCLAURY COVE, including, but not limited to, buildings, walkways, sidewalks, parking areas, berms, fountains, sprinkler pipes, gatehouses, roads, driveways, fences, perimeter and retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, poles, swings, swimming pools, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball backboards and hoops, signs, site walls, gazebos, benches, mailboxes, decorative street lights and signs.

1.28 "INCOMPLETE HOME" shall mean a Home that has not been completed and for which no certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency.

1.29 "INCOMPLETE HOME OWNER" shall mean the Owner of an Incomplete Home.

1.30 "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within MCLAURY COVE.

1.31 "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home or Lot within MCLAURY COVE, which owner and holder of said mortgage shall either be a bank, life insurance company,

federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration ("VA"), the Federal Housing Administration ("FHA")or the U.S. Department of Housing and Urban Development ("HUD") or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

1.32 "INTEREST" shall mean the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

1.33 "LAKES" means those portions of MCLAURY COVE designated on the Plat(s), if any, as lake(s), lake tracts or stormwater management tracts.

1.34 "LAKE LOT" means a Lot within MCLAURY COVE abutting a Lake, if any.

1.35 "LEGAL FEES" shall mean (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above.

1.36 "LOT" shall mean any parcel of land within MCLAURY COVE, as shown on the Plat, any additional plat, or on any replat, if any, upon which a Home is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Governing Documents.

1.37 "MEMBERS" shall mean all of the Owners who are also members of the Association, as provided herein.

1.38 "MONITORING SYSTEM" shall mean any monitoring/alarm systems or devices including, but not limited to, access control devices, provided for Homes.

1.39 "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at the Owner's expense, in the manner set forth in Section 10.1 herein.

1.40 "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Governing Documents, the costs

and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving, the Common Property or any portion thereof and Improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Governing Documents.

1.41 "OWNER" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Home within MCLAURY COVE, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

1.42 "PARTICIPATING BUILDER" shall mean any entity(ies) Declarant may designate as a Participating Builder. Declarant shall have the right to assign, in whole or in part, any of its rights hereunder to a Participating Builder(s). "Participating Builders" shall mean Participating Builder and any other entity(ies) designated as a Participating Builder.

1.43 "PLAT" shall mean the plat of MCLAURY COVE, as recorded in Plat Book ___, Page ___ of the Public Records of the County. In the event an additional plat is recorded in the Public Records of the County with respect to the Additional Property made subject to this Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat. Not all of the property shown on the Plat may be subject to this Declaration.

1.44 "PROPERTY" shall mean that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to add property and withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

1.45 "PUBLIC RECORDS" shall mean the Public Records of the County.

1.46 "MCLAURY COVE" shall mean that planned residential development located in the County, which encompasses the Property and is intended to comprise fifty (50) attached Homes and the Common Area, but subject to change in accordance with this Declaration. MCLAURY COVE will initially consist of the land set forth in Exhibit "A," attached hereto and made a part hereof and may be expanded to include Additional Property or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

1.47 "ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT" OR "DISTRICT PERMIT" shall mean that certain permit issued by the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT affecting the Property, a copy of which is attached as Exhibit "D" hereto and made a part hereof, as same may be amended or modified from time to time.

1.48 "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any, to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the effect of this Declaration, (c) designate portion(s) of the Property or Additional Property

as Common Area hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to add additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Property or any portion thereof; remove any existing covenant, restriction, reservation, regulation, burden, lien or easements from the Property or any portion thereof; declare certain properties to be or not to be Common Area; and/or add properties to or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

1.49 "SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM" shall mean a system of structures and other improvements, including, without limitation, control structures, culverts and swales, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code. The Surface Water or Stormwater Management System is located upon and designed to serve the Property and possibly other properties around the Property.

1.50 "TURNOVER DATE" shall mean the date upon which Members, including Declarant, shall assume control of the Association and elect the Board, as more particularly described in Article V.D.2 of the Articles.

1.51 "WATER MANAGEMENT DISTRICT" or "SJRWMD" shall mean the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a regional water management district established in accordance with Florida law, and any successor, governmental agency, body or special district charged with the rights and responsibilities of the SJRWMD.

2. DESCRIPTION OF MCLAURY COVE

2.1 General Plan of Development

MCLAURY COVE comprises the Property encompassing, or which will encompass, the Lots and Common Area, as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A" attached hereto and is planned to contain fifty (50) attached Homes, together with Common Area, all in accordance with, but subject to, the terms of this Declaration. Notwithstanding the foregoing, Declarant hereby reserves the right to modify its plan of development of MCLAURY COVE (including, without limitation, the right to modify the site plan of MCLAURY COVE; the right to add or change the recreational facilities and amenities, if any, Home product types, and number of Homes to be constructed within MCLAURY COVE; and/or the right to add land to MCLAURY COVE or to withdraw land from MCLAURY COVE. Therefore, in the event Declarant modifies its plan of development of MCLAURY COVE and/or adds land to MCLAURY COVE or withdraws land from MCLAURY COVE, it is hereby acknowledged by each Owner

that the number of Lots, the layout of Lots and/or the size of Lots within MCLAURY COVE may change. Declarant's general plan of development further contemplates that the Homes to be constructed within MCLAURY COVE shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development of MCLAURY COVE may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to MCLAURY COVE, as well as any changes thereto.

Additional Property will become a part of MCLAURY COVE if, and only if, Declarant in its sole discretion adds Additional Property to MCLAURY COVE by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the benefit of any Additional Property; provided, however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and master plan of MCLAURY COVE, the right to add or change the recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within MCLAURY COVE) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct MCLAURY COVE according to the present plan of development nor as obligating Declarant to declare any Additional Property to be Property.

Notwithstanding anything in this Declaration to the contrary, there shall be no modification of the plan of development or other changes of any type or nature provided for or described in this Section 2.1 without the prior written consent of Participating Builders, except for subjecting all or any portions of the Additional Property to the terms and provisions of this Declaration.

2.2 Model Row

Declarant hereby reserves for itself and for Participating Builders the right to construct and/or operate a "model row(s)" in MCLAURY COVE. The "model row(s)" may contain models for MCLAURY COVE or other communities, as Declarant and/or any of Declarant's affiliates may so determine, in their sole discretion. The "model row(s)" may also contain parking, landscaping and fencing across the roads within MCLAURY COVE as Declarant may determine in its sole discretion. In the event that Declarant, any of its affiliates or a Participating Builder(s) constructs a "model row(s)" in MCLAURY COVE, such "model row(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates and/or or a Participating Builder(s) determines to be necessary in their sole judgment. Declarant and Participating Builder(s) may use any model home(s) for a sales office. By the Owner's acceptance of a deed for a Lot and Completed Home in MCLAURY COVE, such Owner agrees and acknowledges that: (i) Declarant and/or any of Declarant's affiliates and/or Participating Builder(s) have a right to construct and/or operate a "model row(s)"; (ii) Declarant and/or any of its affiliates and Participating Builder(s) have an easement over MCLAURY COVE for ingress and egress to and from the "model row(s)" and to

use and show the models to prospective purchasers in MCLAURY COVE or other communities being developed by Declarant and/or any of Declarant's affiliates, and/or any Participating Builder(s) as long as such "model row(s)" exists; and (iii) the Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of Declarant's affiliates, and/or any Participating Builder(s), including, without limitation, the carrying of signs, the posting of signs on Lots or Homes or other types of demonstrations in MCLAURY COVE or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities interfere with the quiet enjoyment of MCLAURY COVE by the other Owners, are detrimental to the value of the Homes within MCLAURY COVE, and interfere with Declarant's and/or its affiliates and/or any Participating Builder(s) ability to conduct their respective business.

2.3 Common Structural Elements

Each Building containing Homes shall contain common structural elements ("Common Structural Elements") which include, but are not limited to, the following:

2.3.1 Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each Building and which directly or indirectly in any way service more than one (1) Home in such Building.

2.3.2 Party Walls. All division walls ("Party Walls") between two (2) Homes located upon a Lot line between two (2) Homes, provided that the mere fact that such a division wall between two (2) Homes is found to be not on a Lot line shall not preclude that division wall from being a Party Wall. The Owners of the Homes adjacent to a Party Wall shall own such Party Wall as tenants in common. Any partition walls located within a Home that do not contribute to the support of the Building are not Common Structural Elements.

2.3.3 Bearing Walls. Any and all walls or columns necessary to support the roof structure.

2.3.4 Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each Building.

2.3.5 Flooring. The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto.

2.3.6 Privacy Walls. The walls (other than interior Party Walls within the Home) which may be erected along or located on the Lot lines and all foundational support structures with respect thereto. Privacy walls may also constitute Party Walls.

2.3.7 Roofing. The entire roof of a Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitations, the roof covering, roof trim and roof drainage fixtures.

Should the Common Structural Elements or a part thereof extend beyond the Lot, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed are hereby imposed.

2.4 Covenants Regarding Attached Homes

2.4.1 Utility Easements. Each Owner grants to all other Owners owning a Home in the same Building a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within the attached Home.

Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Homes within a Building, and which are located beneath or within the Building shall be shared equally by each of the Owners in the Building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an Owner, his lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Common Area shall be paid by the Association as an Operating Expense, or where appropriate, in the sole discretion of the Board, through a Benefited Assessment.

2.4.2 Common Walls and Roof. The Homes comprising each Building are single family Homes with common walls, known as "party walls," between each Home that adjoins another Home. The center line of a party wall is the common boundary of the adjoining Home. Each common wall in a Home shall be a party wall, and any party to said wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said party wall. The entire roof of a Building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "shared roofing."

The cost of maintaining each side of a party wall shall be borne by the Owner using said side, except as otherwise provided herein.

No Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or shared roof of his Home without the consent of the ARB.

2.4.3 Maintenance of the Exterior of the Attached Homes. Except as specifically provided herein which describes the Association's responsibility, each Owner shall at all times be responsible for the maintenance and care of the exterior surfaces of his or her attached Home. The phrase "exterior surfaces of the attached Home" shall include, but not be limited to, the exterior walls and shared roofing.

The Board shall determine the need for repainting from time to time, as provided in this Declaration. All costs reasonably related to said repainting (including cleaning before repainting) shall be borne by the respective Owner(s).

2.4.4 Casualty Insurance. Each Owner of a Home shall maintain physical damage insurance for such Home in an amount equal to the full replacement value of the Home. The Association may require that each such Owner provide proof of insurance. Should any such

Owner fail to provide proof of insurance upon request, the Association may, but is not obligated to, purchase the required insurance, and the costs of such insurance may be levied as a Benefited Assessment against such Home. Each such policy of insurance shall name the Association as an additional insured.

To the extent the Association incurs any costs and expenses in administering, operating, maintaining or repairing the Common Structural Elements of any of the Homes, such costs and expenses shall only be payable by Owners of the Home(s) benefitted thereby as a Benefited Assessment (and shall not be an Operating Expense applicable to all Homes).

2.5 Lakes; Water Level and Use

With respect to any waterways now existing or which may hereafter be contained within MCLAURY COVE, if any, only Declarant (and after the Turnover Date, the Association) shall have the right to pump or otherwise remove any water from such waterways for the purposes of irrigation or other use or to place any matter or object in such waterways. No docks, moorings, pilings, boat shelters, or other structure shall be erected on or over the waterways, except as may be erected or approved in writing by the Declarant (and following the Turnover Date, the Association). Only the Declarant (and after Turnover Date, the Association) shall have the right to prescribe the schedule for watering of the landscaping of the Property (subject to applicable legal requirements). No swimming, boats, canoes, kayaks or other water vehicle or craft shall be permitted on such waterways. The Association shall have, as permitted or required by law, the right to control the growth and eradication of plants, fowl, fish and fungi in and on such waterways.

All Owners acknowledge that the Property is located within the boundaries of the St. Johns River Water Management District. Due to ground water elevations underneath the Property, priorities established by governmental authorities and other causes outside of the reasonable control of Declarant, Participating Builder and the Association, water levels in the waterways may rise and fall significantly due to among other things, fluctuations in ground water elevations within the surrounding areas. Accordingly, Declarant, Participating Builder and Association have no control over such water levels and/or ground water elevations. Neither Declarant, Participating Builder nor Association shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality. Each Owner, by acceptance of title to a Lot, and each Owner's invitees, guests, agents, lessees, and their family members by use of a Lot, hereby release Declarant, Participating Builder and Association from and against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation, attorneys' fees and courts costs at trial and all appellate levels), related to, arising out of and/or resulting from water levels in the waterways.

DECLARANT, PARTICIPATING BUILDER AND ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS FOR THE WATERWAYS (IF ANY). ANY INDIVIDUAL USING THE WATERWAYS SHALL DO SO AT HIS/HER OWN RISK AND HEREBY HOLDS DECLARANT, PARTICIPATING BUILDER AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF TITLE TO A LOT, AND EACH OWNER'S INVITEES, GUESTS, AGENTS, LESSEES, AND THEIR FAMILY MEMBERS BY USE OF A LOT, ACKNOWLEDGES THAT THE WATERWAYS ARE DEEP AND DANGEROUS. NEITHER DECLARANT, PARTICIPATING BUILDER, ASSOCIATION NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY WATERWAY WITHIN MCLAURY COVE, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF MCLAURY COVE SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY MCLAURY COVE AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

No installation of sand or other materials intended to simulate a beach shall be permitted along the Lake banks (if any). Swimming, fishing or the use of watercraft on the lakes is strictly prohibited. No removal or damage to littoral or wetland plantings, if any, is permitted.

3. ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF COMMON AREA

3.1 Additions

Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Common Area. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any Additional Property or any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such Additional Property or other property. Nothing contained in this Section 3.1 shall be construed to require the joinder by or consent of the Owners or the Association to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such

Supplemental Declaration at the request of Declarant. In addition, nothing herein shall require Declarant to add any Additional Property.

3.2 Designation of Additional Common Area

Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Common Area.

3.3 Disclaimer of Implication

Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property (including any Additional Property) shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, reservations, regulations, burdens, liens, and easements expressly binding the Property as provided by the terms of this Declaration.

3.4 Absence of Obligation

Nothing in this Declaration shall be construed to require Declarant to add any Additional Property to the Property encumbered by this Declaration or to require Declarant to declare any portion of any properties added to the Property to be Common Area, nor shall anything in this Declaration be construed to require Declarant to declare any portion or portions of the existing Property as Common Area, except to the extent herein specifically provided.

3.5 Withdrawal

Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

3.6 Title to the Common Area

To the extent herein provided, the Common Area is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. When title to all Lots which are subject to the provisions of this Declaration has been conveyed to non-Declarant purchasers or earlier at Declarant's option (exercisable from time to time, as to any portions of the Common Area), Declarant or its successors and assigns shall convey and transfer to the Association, by quitclaim deed, the fee simple title to the Common Area free and clear of any mortgages and the Association shall accept such conveyance, holding title

for the Owners as aforesaid. Such conveyance shall be subject to: (i) taxes and assessments with respect to the Common Area from and after the date of recording this Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Common Area; (iv) easements, covenants, conditions, restrictions, reservations, limitations, agreements and other matters of record; and (v) the terms and provisions of this Declaration, as the same may have been modified, amended and/or supplemented from time to time.

Upon recordation of the Plat, the Association shall be responsible for all maintenance of the Common Area regardless of ownership. At the time of conveyance of the Common Area or any portion thereof, the Association shall be required to accept the Common Area, together with the personal property and Improvements appurtenant thereto, if any. The Association hereby agrees to accept the Common Area and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Common Area and the personal property and Improvements appurtenant thereto being conveyed. IN THAT REGARD, THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE COMMON AREA AND PERSONAL PROPERTY AND IMPROVEMENTS WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS).

The Association shall accept this conveyance of the Common Area (together with the personal property and Improvements appurtenant thereto) and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Common Area in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, against the Common Area including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Common Area or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Common Area to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Common Area shall be released from any such mortgage no later than the date same is conveyed to the Association.

3.7 Parking Rights

The Association shall maintain the parking spaces upon the Common Area for Owners, and each of their respective occupants, visitors and guests. The use of such parking spaces by Owners, and each of their respective occupants, visitors and guests shall be on a "first come-first serve basis" and subject to duly adopted rules and regulations of the Association, as the same may be amended from time to time.

4. OWNERS' PROPERTY RIGHTS

4.1 Owners' Easements of Enjoyment

Every Owner and family member, guest, lessee, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of the Common Area within the Property, except as may otherwise be specifically provided elsewhere in this Declaration, in common with all other Owners, their family members, guests, lessees, agents and invitees, located outside another Owner's Home which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. This right shall be subject to the following conditions and limitations:

4.1.1 The right and duty of the Association to reasonably limit the number of guests, invitees or tenants of an Owner using the Common Area.

4.1.2 The right and duty of the Association to levy Assessments against each Contributing Home for the purpose of operating, maintaining, repairing and replacing the Common Area and facilities thereon, all in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

4.1.3 The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Common Area.

4.1.4 The right of the Association to establish, amend and/or abolish from time to time uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

4.1.5 The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the total voting interests of the Association, to borrow money for the purpose of improving the Common Area and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property or pledge Assessments as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

4.1.6 The right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject the Common Area to such conditions as may be agreed to by the Association. No such dedication, release, alienation or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests of the Association agree to such dedication, release, alienation, or transfer.

4.1.7 The right of the Association to without any vote of the Owners to grant easements and rights-of-way or strips of land, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property, without vote of the Owners.

4.1.8 The right of Declarant, Declarant's affiliates and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area within the Property and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

4.1.9 The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Area, in accordance with the original design, finish, or standard of construction of such Improvement.

4.1.10 The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Area, except as may be prohibited under the District Permit.

4.1.11 The right, however not the duty, of the Association by action of the Board to seek the vacation of publicly dedicated streets, if any, upon the Common Area.

4.1.12 The easements provided elsewhere in this Declaration, designated on the Plat or any additional plat, if any, including, but not limited to, those set forth in this Section 4.

4.1.13 The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Homes and other properties as set forth in this Declaration.

4.1.14 The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations,

responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of MCLAURY COVE and Homes therein).

4.2 Delegation of Use

Any Owner may delegate, in accordance with this Declaration, such Owner's right of enjoyment to the Common Area located outside the Homes to the members of such Owner's family, or to the lessees who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

4.3 Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

4.4 Easements for Vehicular Traffic

In addition to the general easements for use of the Common Area reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, their family members, guests, invitees and lessees, Institutional Mortgagees of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over (i) all streets dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), and (ii) any private roads within or upon the Property.

4.5 Access Easement

Declarant hereby reserves for itself and Participating Builders, perpetual, nonexclusive easements of ingress and egress over and across: (i) any private streets, drives, roads and/or roadways and driveways, if any, within or upon the Property, and (ii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant or Participating Builders to carry on and complete the work referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Participating Builders and Participating Builders' employees, contractors, subcontractors and agents, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant, Participating Builders and Owners.

4.6 Grant and Reservation of Easements

Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association and Declarant as hereinafter specified for the following purposes:

4.6.1 Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Property and the Lots and Homes, including,

but not limited to, power, lights, telephone, cable television, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies. Certain utility lines which serve more than one (1) Home run through portions of the Homes in the Buildings. The easement described in this Section is intended to provide the right for such utility lines to exist within the Homes.

4.6.2 Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant or Participating Builder(s) such as a fence, stucco, underground footer or sidewalk, now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant or Participating Builder(s) shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

4.6.3 Easement to Enter Upon Lots and Homes. An easement or easements for ingress and egress in favor of the Association including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

4.6.4 Easement over Common Area. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Common Area which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

4.6.4.1 the right of the Association to suspend the right to use the Common Area of any Owner and such Owner's family members, guests, invitees and tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the notice and hearing provisions in Section 10.1 herein;

4.6.4.2 the right of Declarant and Participating Builder(s) and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in the Declaration;

4.6.4.3 the right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration

(including, without limitation, Declarant's or Participating Builders' construction of Homes in MCLAURY COVE.

4.6.4.4 the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

4.6.4.5 all provisions set forth in the Governing Documents.

4.6.5 Easement for Roof Overhang. An easement or easements, as shown on the Plat and additional plat, if any, to provide for the roof overhang of a Home in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

4.6.6 Irrigation Easement. An easement for irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each Owner, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the irrigation pipes.

4.6.7 Plat Easement(s). The Plat and/or additional plat, if any, may contain additional easements not discussed herein, granted in favor of the Association, Owners or others, for the specific purposes as described therein. Without limiting the generality of the foregoing, the Property is subject to the following as more particularly described on the Plat:

4.6.7.1 [INSERT PLAT EASEMENTS]; and

4.6.7.2 [INSERT PLAT EASEMENTS].

4.6.8 Drainage Easement. An easement for the purpose of accessing the Lakes to perform Lake maintenance and to perform Surface Water or Stormwater Management System and drainage facilities. The Owners, their guests, invitees, lessees and other persons are specifically prohibited from utilizing the drainage easements for other uses.

4.6.9 Maintenance Easements. Easements over the Property outside of the Homes granted in favor of the Association and the District for the purpose of maintaining the Lakes and Surface Water or Stormwater Management System and drainage facilities within the Lakes.

4.6.10 Structural Cross Easements. Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements are hereby granted in favor of the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Homes and Common Structural Elements within any portion of the Property.

4.6.11 Drainage and Irrigation Easement. An easement for drainage, flowage and irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each of the Owners, including, but not limited to, reasonable rights of access for persons and

equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the water drainage system, flowage pipes and irrigation pipes or lines.

4.7 Surface Water or Stormwater Management System Easement.

4.7.1 Blanket Surface Water or Stormwater Management System Easement. The plan for the development of the Property includes the construction of a Surface Water or Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, and/or berms across the rear of certain Lots and access easements to the Surface Water or Stormwater Management System as may be shown on the Plat or otherwise dedicated. Declarant hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Surface Water or Stormwater Management System for the drainage of stormwater from the Property. Portions of the Surface Water or Stormwater Management System may be located entirely within Lots.

4.7.2 Surface Water or Stormwater Management System Maintenance. The Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the District, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the District.

The Association shall maintain and control the water level and quality of the Surface Water or Stormwater Management System and the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easement. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be consistent with the District Permit as originally issued or any modification that may be approved by the District. In order to provide adequate assurance that the Surface Water or Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

4.7.2.1 The Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.

4.7.2.2 The Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

4.7.2.3 The Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

4.7.3 Surface Water or Stormwater Management System Maintenance Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Surface Water or Stormwater Management System and over any portion of a Lot which is a part of the Surface Water or Stormwater Management System, or upon which a portion of the Surface Water or Stormwater Management System is located to operate, maintain, and repair the Surface Water or Stormwater Management System as required by the District Permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify and berms placed along the rear of any Lots as part of the Surface Water or Stormwater Management System, or take any other action reasonably necessary, following which Declarant or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith. The Owners of Lots adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Surface Water or Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas but only in compliance with the District Permit or otherwise with District approval.

4.7.4 Improvements. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Surface Water or Stormwater Management System without the prior written consent of the Association and the approval of the ARB or Declarant, which consent or approval may be withheld for any reason. Any improvements to the Surface Water or Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Surface Water or Stormwater Management System may also require the prior written approval of the District. After receiving the approval of the ARB, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvement.

4.7.5 Use and Access. Declarant and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Surface Water or Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Surface Water or Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Declarant and the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Declarant and the Association; provided, however, no watercraft shall be operated on any portion of the Surface Water or Stormwater Management System, including retention lakes. Further,

swimming and fishing is strictly prohibited in the Lakes, if any, or any portion of the Surface Water or Stormwater Management System.

4.7.6 LIABILITY. NEITHER DECLARANT, PARTICIPATING BUILDER(S) NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES (IF ANY) AND DRAINAGE FACILITIES OR ANY PART OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT, PARTICIPATING BUILDER(S) AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

4.7.7 Wetlands, Jurisdictional Land Swales. This Declaration is subject to the rights of the State of Florida over portions of the Property that may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on his Lot.

Further, certain Lots may be improved with swales constructed within Lots that are contiguous to any jurisdictional lands. The Owners thereof shall not remove or modify the swales without the consent of the applicable governmental entities. Any Owner who alters or otherwise modifies any swale, including mowing, shall repair and restore any such swale to be in full compliance with the District Permit, at such Owner's sole cost and expense and shall indemnify and hold the Declarant and the Association harmless from such violation.

4.7.8 Rights of the District. Notwithstanding any other provisions contained elsewhere in this Declaration, the District shall have the rights and powers enumerated in this paragraph. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Surface Water or Stormwater Management System. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved in writing by the District. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without prior written approval of the District. Any amendment to this Declaration that alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the District. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System must be assigned to and accepted by an entity approved in writing by the District.

4.7.9 Indemnity. Declarant may be required to assume certain duties and liabilities for the maintenance of the Surface Water or Stormwater Management System or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Surface Water or Stormwater

Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the Surface Water or Stormwater Management System or drainage system Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

4.7.10 · Declarant's Rights. Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on the Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owner of Lots subject to easement shown on the Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow of drainage, or landscape on such areas with hedges, trees, or other landscaping items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Association, or the grantee of the easement.

4.8 Assignments

The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any water management district, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD;

DURATION OF THE ASSOCIATION

5.1 Membership and Voting Rights

Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Governing Documents. The voting rights of the Members shall be as set forth in the Articles.

5.2 Board

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

5.3 Duration of Association

The duration of the Association shall be perpetual, as set forth in the Articles. In the event of termination, dissolution or final liquidation of the Association, the responsibilities for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 62-330, Florida Administrative Code, and must be approved by the Surface Water or Stormwater Management District prior to such termination, dissolution or liquidation.

6. COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

6.1 Affirmative Covenant to Pay Assessments

6.1.1 In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Governing Documents; and (ii) maintain, operate and preserve the Common Area for the use, safety, welfare and benefit of the Owners and their family members, guests, invitees and lessees, there is hereby imposed upon each Contributing Home and each Contributing Home Owner the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Home from Declarant and/or Participating Builder, as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Home Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot and Completed Home within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Governing Documents.

6.1.2 The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Common Area as a whole and not upon an individual Lot or Home, or against any and all personal property or Improvements thereon; (2) all charges levied for utilities providing services for the Common Area as a whole and not upon an individual Lot or Home (including,

without limitation, costs related to street lights) or to the Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, telecommunications services home monitoring, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Common Area and directors and officers liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (5) any sums necessary to reimburse the Association for any costs or expenses incurred in connection with maintaining the Common Area; (6) administrative and operational expenses; (7) all sums necessary for the maintenance and repair of the Surface Water or Stormwater Management System to be maintained by the Association, including but not limited to work within retention areas, drainage structures and drainage easements; and, (8) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. Reserves for future maintenance, repair and replacements are specifically excluded from Operating Expenses. The Board may, if it so determines, includes reserves in the Association's annual budget. In addition, any expense which is required by this Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Area which is the Association's responsibility to maintain or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Common Area to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and legal fees and costs (including, without limitation, attorneys and paralegal fees and court costs) incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which the Owners are obligated to pay pursuant to the Governing Documents or the enforcement of the use and occupancy restrictions contained in the Governing Documents, and except legal fees incurred for lawsuits not approved pursuant to Section 13.12 below.

The Operating Expenses with respect to the Common Area are payable by each Owner of a Contributing Home notwithstanding the fact that Declarant may not have as yet conveyed title to the Common Area to the Association.

6.2 Establishment of Liens

Each Assessment against a Contributing Home, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Contributing Home. Any and all Assessments made by the Association in accordance with the provisions of the Governing Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and

continuing lien upon each Contributing Home against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains title to a Home as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by the HOA Act.

6.3 Collection of Assessments

In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

6.3.1 To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

6.3.2 To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.

6.3.3 To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 6.3.2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

6.3.4 To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

6.3.5 To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 Dollars ($25.00) or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion.

6.3.6 To suspend the right of the Owner(s) in default to vote on any matter on which the Owners have the right to vote if such Owner is delinquent in payment of Assessments or other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

6.3.7 To suspend the right of the Owner(s), along with their family members, guests, invitees and tenants to use certain common and recreational areas located within the Common Area, if any, if such Owner is delinquent in payment of Assessments or any other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

Suspensions imposed by the Association pursuant to subsections 6.3.6 and 6.3.7 above must be approved by the Board in the manner required by the HOA Act.

6.4 Collection by Declarant

In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

6.5 Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Home(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

7. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

7.1 Determining Amount of Assessments

The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board. Each Home shall be assessed its *pro rata* portion of the total anticipated Operating Expenses as set forth in the Budget (other than those Operating Expenses which are properly the subject of a Special Assessment or Benefited Assessment), which shall be the "Individual Home Assessment" as to each Contributing Home. Operating Expenses shall be divided by the total number of Homes planned for MCLAURY COVE, but subject to change in accordance with this Declaration. Notwithstanding anything in the Governing Documents to the contrary, only a "Contributing Home" and the Owner thereof, shall be obligated to pay Individual Home Assessments. Notwithstanding anything herein or in the Governing Documents to the contrary, any assessment for legal expenses incurred by the Association to begin

legal proceedings against Declarant shall be deemed an Operating Expense which is properly the subject of a Special Assessment and not the subject of a regular Individual Home Assessment.

7.2 Assessment Payments

The Individual Home Assessments shall be payable quarterly, in advance, on the first day of the fiscal quarter. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Individual Home Assessments. The Individual Home Assessments, and the quarterly payments thereof, as well as all Assessments provided for herein and all installments thereof may be adjusted from time to time by the Board to reflect changes in the number and status of Contributing Homes (thus apportioning all Operating Expenses among all Contributing Homes in existence at the time an Individual Home Assessment installment is due) or due to changes in the Budget or in the event that the Board determines that an Assessments or any installment thereof is either less than or more than the amount actually required.

7.3 Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Governing Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Common Area or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least thirty percent (30%) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws; provided, however, the Board acting alone and without the consent of Members may levy Special Assessments for the following: i) in the event of a casualty loss to repair and replace Common Area which is not insurable (e.g., landscaping, fencing, *etc.*), not insured, under insured, or where insurance coverage was denied by the insurance carrier after the casualty loss; ii) to obtain funds to cover insurance deductibles in the event of a casualty loss; or iii) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Common Area.

7.4 Benefited Assessments. The Board shall have the right to levy "Benefited Assessments" against one or more particular Lots, as follows:

(a) to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a particular Lot (or group of Lots) upon request of the Owner of such Lot (or group of Lots), pursuant to any menu of special services which the

Association may offer or pursuant to a Supplemental Declaration or as otherwise provided in this Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service;

(b) to cover costs incurred in bringing a Lot into compliance with the Governing Documents, to cover costs and expenses for items for which the Association is permitted to levy an assessment against a particular Lot or group of Lots, pursuant to this Declaration (which assessment is not otherwise a Special Assessment) or costs incurred as a consequence of the conduct of the Owner or occupants of a particular Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Fees, as applicable; or

(c) as otherwise set forth herein.

7.5 Liability of Owners for Individual Home Assessments

By the acceptance of a deed or other instrument of conveyance of a Completed Home in the Property, each Owner thereof acknowledges that such Completed Home becomes a Contributing Home upon such conveyance by Declarant and the Owners thereof are jointly and severally liable for their own Individual Home Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Homes for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Home Assessment or any portion thereof, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Home Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Home Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Governing Documents.

7.6 Waiver of Use

No Owner, other than Declarant, may exempt himself, herself or itself from personal liability for Assessments duly levied by the Association. No Owner may release the Owner's Home from the liens and charges hereof either by waiver of the use and enjoyment of the Property and the facilities thereon or by abandonment of such Owner's Home.

7.7 Declarant Subsidy

Except as may be limited by applicable law, Declarant has the right (at its sole election) to: subsidize the Budget of the Association as provided below by making voluntary contributions in amounts determined by Declarant in Declarant's sole discretion. During the period of time that Declarant or Participating Builders are offering Homes for sale in MCLAURY

COVE and/or based on the number of Homes owned by Owners other than Declarant or Participating Builders, Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and/or recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contribution, the discontinuance and/or recommencement of any such voluntary contributions shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the budget and thus lower the Assessments payable by the Owners that would otherwise by higher based on the Operating Expenses of the Association. Declarant's rights under this Section 7.7 do not constitute a guarantee of Assessments or Operating Expenses under and as described in Section 720.308(2) of the HOA Act.

7.8 Declarant's Right to Loan or Advance Funds

Declarant may (but is not obligated to) loan, advance or otherwise make payments to the Association to assist the Association in meeting its financial obligations. Notwithstanding anything to the contrary contained in this Section, if Declarant loans, advances or otherwise makes payments to the Association, other than as a voluntary subsidy per Section 7.7 above, then any such sums shall be repaid to Declarant prior to the Turnover Date.

7.9 Working Fund Contribution

Each Owner who purchases a Lot with a Home thereon from Declarant or a Participating Builder (sales by Declarant to a Participating Builder are exempt) shall pay to the Association at the time legal title is conveyed to such Owner, an "Initial Working Fund Contribution." The Initial Working Fund Contribution shall be [DOLLAR AMOUNT] Dollars and No/100 ($$$). Initial Working Fund Contributions are not advance payments of Individual Home Assessments and shall have no effect on future Individual Home Assessments, nor will they be held in reserve. To ensure that the Association will have sufficient cash available to pay for start-up expenses, Operating Expenses and other expenses, Declarant or a Participating Builder may from time to time advance to the Association the Working Fund Contribution applicable to any Lot(s) prior to the time legal title to such Lot(s) is conveyed to the Owner(s) thereof. In the event Declarant or a Participating Builder advances the Initial Working Fund Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Initial Working Fund Contribution to be paid by such Owner to the Association pursuant to this Section 7.9 shall be paid directly to Declarant or a Participating Builder, as applicable, in reimbursement of the advance, instead of to the Association. Initial Working Fund Contributions (whether paid by Owner or advanced by Declarant) may also be used to offset Operating Expenses during the time Declarant is in control of the Board.

7.10 Ongoing Working Fund Contribution

Each Owner who purchases a Lot with a Home thereon, other than from Declarant or a Participating Builder as set forth in Section 7.9 above, shall pay to the Association at the time legal title is conveyed to such Owner, an "Ongoing Working Fund Contribution." The Ongoing Working Fund Contribution shall be [DOLLAR AMOUNT] Dollars and No/100 ($$$).Ongoing Working Fund Contributions are not advance payments of Individual Home Assessments and shall have no effect on future Individual Home Assessments, nor will they be held in reserve. Ongoing Working Fund Contributions may also be used to offset Operating Expenses during the time Declarant is in control of the Board.

7.11 Participating Builder Exemption.

Notwithstanding anything in this Declaration or the Articles and Bylaws to the contrary, during the time that a Participating Builder owns any Lot, the Participating Builder shall not pay any Individual Home Assessments with respect to the Lots owned by the Participating Builder; provided, however, Assessments shall commence and be payable as to a particular Lot owned by a Participating Builder upon the earlier to occur of (i) the sale of the Lot by a Participating Builder to an unaffiliated third party; or (ii) the Participating Builder is "no longer marketing the Lot for sale." The term "no longer marketing the Lot for sale" means that the Participating Builder has ceased all reasonable sales efforts as to a Lot for more than sixty (60) days after a Participating Builder has formally commenced its sales program within MCLAURY COVE; provided, however, such time period of sixty (60) days shall be extended by matters for force majeure which are beyond the control of the Participating Builder such as acts of God, delays caused by governmental authorities having jurisdiction over MCLAURY COVE in issuing building permits or other permits to Participating Builder, or any other matters that would qualify under impossibility of performance principles recognized under the laws of the State of Florida. For the purpose of this Section 7.11, if there are more than one (1) Participating Builder, each Participating Builder for the purposes of this Section shall be treated individually and not collectively with other Participating Builders.

7.12 Declarant's Obligation for Assessments and Option to Fund Budget Deficits.

Each Owner acknowledges and agrees that because Assessments are allocated based on the number of Completed Homes conveyed to Owners (other than Declarant and/or a Participating Builder), that it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Accordingly, to the maximum extent permitted by Florida law, during the time which Declarant has the right to control the Board, Declarant may satisfy its obligation for Assessments, if applicable, on Homes which it owns at the applicable rate either by paying Assessments in the same manner as any other Owner or by funding the Budget deficit. The Budget deficit is the difference between (i) the amount of Assessments levied on Completed Homes owned by Owners other than Declarant or a Participating Builder plus any other income, revenue or sums received by the Association during the period during which Declarant has elected to fund the deficit, and (ii) the amount of the Association's actual expenditures during the fiscal year and excluding to the maximum extent allowable by law, contributions to reserves, if established, and Special Assessments arising as a result of any unusual loss or liability. The calculation of Declarant's deficit funding obligation shall be done on a cumulative basis (from the

inception of the election to fund the deficit until Declarant's election to cease funding the deficit) although Declarant will fund the Association to meet its cash flow obligations as they arise during the deficit funding period. Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of the fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year. Regardless of Declarant's election, Declarant's Assessment obligations, if any, may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After Declarant's right to control the Board terminates or sooner if Declarant elects to pay Assessments, if applicable, on Homes it owns, and cease deficit funding, Declarant shall pay Assessments on Homes which it owns pursuant to the provisions of this Declaration. Declarant's obligation to deficit fund is not a guarantee of Assessments or Operating Expenses as contemplated by Section 720.308 of the HOA Act because the amount of Assessments and/or Operating Expenses to be paid by Owners during any deficit funding period may change based upon changes in the then buildout budget.

8. ARCHITECTURAL REVIEW BOARD

8.1 Members of the Architectural Review Board

The Architectural Review Board, sometimes referred to in this Declaration as the "ARB," shall be comprised of three (3) members. The initial members of the ARB shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Homes have been conveyed or such earlier time as Declarant may, at its sole option, elect. Thereafter, each new member of the ARB shall be appointed by the Board and shall hold office until such time as such new member has resigned, or has been removed, or such new member's successor has been appointed, as provided herein. Members of the ARB, other than those designated by Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the ARB other than those designated by Declarant.

8.2 Review of Proposed Construction

8.2.1 No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the ARB in accordance with Section 8.2.2. herein below. Any Owner desiring to make Improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the ARB to be qualified, showing the nature, dimensions, materials and location of the same, together with the security deposit, if required by the ARB, to be held and disbursed by the Association in accordance with Section 8.3 herein below. In addition to the foregoing, the ARB may establish and charge a review fee on a case by case basis, in the sole discretion of and in an

amount set by the ARB. If a review fee is charged by the ARB, it shall be non refundable in any event, whether or not the application submitted by an Owner is approved. Notwithstanding anything in this Section 8 to the contrary, if it is determined that any of the terms of Section 8 conflict with any of the terms or provisions of Section 10.9, then the terms or provisions of Section 10.9 shall supersede and control to the extent of such conflict.

8.2.2 The ARB shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ARB may also issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The ARB may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.

8.2.3 The ARB shall have thirty (30) days after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such thirty (30) day period, such plans shall be deemed rejected, provided, however, that in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

8.2.4 In no event shall any Improvement (including without limitation landscaping) be permitted within the landscaped areas and grassed areas and any sidewalks and sidewalk easements on Lots.

8.2.5 Notwithstanding anything to the contrary in this Declaration, no Improvement (including, without limitation, landscaping) shall be permitted within any Lot that interferes with the flow of rainfall runoff to or through the Surface Water or Stormwater Management System.

8.2.6 Notwithstanding any provision in this Section to the contrary, the approval of the ARB shall not be required for any additions, changes or alterations within any Homes if such additions, changes or alterations are not visible from the outside of such Homes. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

8.2.7 Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant or a Participating Builder shall require the prior approval or any certificate of consent of the ARB or any security deposit.

8.3 Security Deposit for Improvements; Indemnification

Any Owner desiring to make Improvements may be required by the ARB, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the ARB, at the time of the Owner's submission of plans and

specifications for review and approval by the ARB, up to a [SECURITY DEPOSIT AMOUNT] Dollar ($$$$) security deposit to cover costs of incidental damage caused to the Common Area, an adjacent Home or Lot, or any property (real or personal) by virtue of such Owner's construction of Improvements. The ARB shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested. The Association shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the ARB that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the ARB; and (ii) the ARB's (or its duly authorized representative's) inspection of such Improvements confirming completion; provided, however, should any incidental damage be caused to the Common Area by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to Owner until such damages have been repaired. In the event that Owner has not repaired such damages to the Common Area to the satisfaction of the ARB, Association shall have the right (but not the obligation), after five (5) days notice to the offending Owner, to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including Legal Fees, if any, incurred in connection therewith. Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's construction of Improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") shall, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the Association a receipt, invoice or statement therefor for reimbursement from the offending Owner's security deposit; or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Home, at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the security deposit being held by the Association, if any.

Notwithstanding anything contained in this Section to the contrary, the Association's return of the security deposit being held by it for any such Improvements shall be based solely on considerations set forth above. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the ARB, Declarant, and/or the Association of the structural safety, approval or integrity of any Improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any Improvement.

8.4 Meetings of the ARB

The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate an ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances pursuant to Section 8.9 below. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

8.5 No Waiver of Future Approvals

The approval of the ARB of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the ARB of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

8.6 Compensation of Members

The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

8.7 Inspection of Work

Inspection of work and correction of defects therein shall proceed as follows:

8.7.1 Upon the completion of any work for which approved plans are required under this Section, the submitting party shall give written notice of completion to the ARB.

8.7.2 Within thirty (30) days after written notice of completion, the ARB or its duly authorized representatives may inspect such Improvement. If the ARB finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

8.7.3 If upon the expiration of fifteen (15) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy an Assessment against such submitting party for reimbursement, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

8.7.4 If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the

submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

8.8 Non-Liability of ARB Members

Neither the ARB nor any member thereof, nor its duly authorized ARB representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The ARB's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The ARB shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the ARB or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the ARB, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the ARB, the Association and Declarant (and each of their respective officers, directors, partners, affiliates, members, representatives and employees) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Fees) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted. Furthermore, approval by the ARB of any request does not excuse Owner from also obtaining approvals from all applicable governmental authorities.

8.9 Variance

The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require; provided, however, the ARB shall not give or authorize (and the ARB is hereby prohibited from giving or authorizing) any variance with respect to the displaying of any signs for the sale or renting of the Home as prohibited in Section 10.23. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

8.10 Declarant and Participating Builder Exemption

Declarant and Participating Builders are hereby exempt from having to comply with the requirements of this Section 8 in their entirety.

9. MAINTENANCE AND REPAIR OBLIGATIONS

The responsibility for the maintenance of the Property is divided between the Association and the Owners. Interior maintenance of structures shall be the perpetual responsibility of the owners of such structures. The Association may enter into agreements with others for the Association's management and/or maintenance of all or part of the property to be maintained by

such entity (regardless of whether the subject property is within the Property) for purposes of carrying out all or a portion of the maintenance responsibilities of such entity, the expenses of which may be designated an Operating Expense, if the Association's Board determines such is in the interest of the Owners. Privately owned property shall be the maintenance responsibility of the Owner thereof, unless the responsibility is assumed by another by agreement approved or acknowledged by the Association. Open space owned by or dedicated to the Association shall be maintained by the Association and will not be diminished or destroyed in a manner which materially alters its use or enjoyment as open space.

9.1 By the Association

9.1.1 The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all landscaping and grassed areas encompassed within the Common Area as well as all of the Improvements and facilities located over, through and upon the Common Area (except public utilities, to the extent same have not been made Common Area). Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Common Area as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Common Area, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

9.1.2 The Association shall operate, maintain, repair and replace the irrigation system constructed over, through and upon the Common Area and the Lots as it shall deem appropriate. The Association shall be responsible for the costs of operation and maintenance of such irrigation system, including any monthly fees and other costs of water and/or electric usage and the cost of repair or replacement to all or any part thereof. There is hereby reserved in favor of the Association the right to enter upon the Common Area and any and all Lots for the purpose of operating, maintaining, repairing and replacing the irrigation system over, through and upon the Common Area and the Lots.

9.1.3 The Association shall maintain and care for all landscaping and grassed areas encompassed within each Lot so that, at a minimum, the initial landscaping for the Lot provided by Declarant or Participating Builder shall be maintained in a neat, orderly and attractive manner and consistent with the general appearance of the Property as a whole; provided, however, the Association shall be entitled to conduct selective thinning to maintain a harmonious environment. If an Owner plants trees and/or landscaping on his or her Lot (with the prior written consent of the ARB), such Owner shall be responsible for the maintenance, repair and replacement of same.

9.1.4 The Association shall be responsible for the maintenance, repair and replacement of all private streets, drives, roads, and roadways, if any, and all parking spaces and sidewalks located upon the Common Area and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Common Area and Lots for such purpose. To the extent permitted by the appropriate governmental authority, the Association may, but shall not be obligated to, also provide maintenance of all city, County, district, municipal or other properties which are located within or in a reasonable proximity of the Property to the extent that their

deterioration or unkempt appearance would adversely affect the appearance of the Property, including, without limitation, the right to enhance the landscaping in any public right of way.

9.1.5 The Association shall be responsible for the maintenance, repair and replacement of any common lighting located in MCLAURY COVE; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any lighting provided by the municipal electric service.

9.1.6 Any property designated as open space, landscape buffer, undisturbed natural buffer, preserve area, or conservation or wetland area on any plat, permit, or other document recorded in the Public Records of the County shall be preserved and maintained by the owner of such property in a natural open condition and in accordance with any applicable permits and permitting authorities. The Association or any subsequent owner shall not do anything that diminishes or destroys the open space, landscape buffer, undisturbed natural buffer, preserve area, or conservation area, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

9.1.7 The maintenance of individual mailboxes are the responsibility of the owners of said mailbox(es) and not the responsibility of the Association. Except as specifically provided herein to the contrary, the Association shall be responsible for maintaining any perimeter walls, perimeter fencing and retaining walls located within the Property. With respect to any perimeter walls or perimeter fencing located within Lot boundaries, the Association shall maintain the interior portion of such perimeter walls or fences which face the Owner's Home so long the Backyard Area of the Owner's Lot is not enclosed by any fence, wall or similar structure. Except as specifically provided herein to the contrary, the Association shall be responsible for maintaining any community entry features and signage and community mail kiosks, if any. The Association shall have an easement on all Lots for access to perform the obligations set forth in this Section 9.1.7.

9.1.8 Neither the Association nor any Owner shall alter the slopes, contours, or cross sections of the Lakes, Lake banks and littoral zones or chemically, mechanically, or manually remove, damage or destroy any plants in any of the littoral zones, except upon the written approval from the Association or applicable governmental authority. The Association shall be responsible for maintaining the required survivorship and coverage of the planted littoral areas, to ensure the ongoing removal of prohibited and invasive non-native plant species from these areas, and to comply with all governmental regulations applicable to the Lakes, Lake banks and littoral zones.

9.1.9 In accordance with the provisions of this Declaration, the Association shall operate, maintain and repair the Surface Water or Stormwater Management System constructed over, through and upon the Property. Such maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by the District. Any repair or construction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the District. There is hereby reserved in favor of the Association the right to enter upon the Common Area and the Lots for the purpose of operating, maintaining, repairing, and replacing the Surface Water or Stormwater Management System over, through and upon the Property. The Association shall be

responsible for all costs associated with all cleaning, maintenance, repairs and replacement of any portion of the Surface Water or Stormwater Management System necessary to maintain the system in its original condition and use. In the event the Association fails to maintain the Surface Water or Stormwater Management System in accordance with this Declaration and/or the District Permit, as the same may be amended from time to time, then the District shall have the right to commence an action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain the portions of the Surface Water or Stormwater Management System for which the Association is responsible in accordance with this Declaration, and/or the District Permit. The registered agent for the Association shall retain a copy of the District Permit for the Association's benefit.

9.1.10 The Association may, but is under no obligation to, if the Board so determines pursuant to the terms of this Declaration, paint the exterior surface of the walls, doors, and window frames of the Homes within attached Buildings (using the same colors as originally used by Declarant), and may, if the Board so determines, assume the responsibility to maintain all or a portion of the Common Structural Elements, pursuant to the terms set forth in this Declaration for same. Any proposed change in the paint scheme of Homes within MCLAURY COVE shall require the affirmative vote of seventy-five percent (75%) of the Owners. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for the purpose of such maintenance if the Board determines to assume such responsibility.

9.1.11 The Association may, but is under no obligation to, if the Board so determines pursuant to the terms of this Declaration, replace the roofs of Homes. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for the purpose of any such replacement.

9.1.12 The Association may, but is under no obligation to, if the Board so determines pursuant to the terms of this Declaration, assume the responsibility to maintain all or a portion of the Common Structural Elements, pursuant to the terms set forth in this Declaration for same. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for the purpose of such maintenance if the Board determines to assume such responsibility.

9.1.13 The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Common Area having a cost not in excess of Five Thousand Dollars ($5,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Area which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

9.1.14 All expenses incurred by the Association in connection with the services and maintenance described in Sections 9.1.1 through 9.1.9, inclusive, and Section 9.1.13 are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. To the extent the Association incurs any costs and expenses in connection with the maintenance and/or replacement described in Sections 9.1.10 through 9.1.12, inclusive, such costs and expenses shall only be payable by Owners of the Homes benefitted thereby as a Benefited

Assessment (and shall not be an Operating Expense applicable to all Homes). Should the maintenance, repair or replacement provided for in Sections 9.1.1 through Section 9.1.13, inclusive, be caused by the negligence of or misuse by an Owner, his or her family, guests, servants, invitees, or lessees, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Home and said Assessment shall constitute a lien upon the appropriate Lot with the same force and effect as liens for Operating Expenses.

9.1.15 The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of MCLAURY COVE.

9.2 By the Owners

9.2.1 Except as otherwise specifically provided herein, the Owner of each Home must keep and maintain all portions of his or her Home and all other Improvements situated on his or her Lot, including, without limitation, the Common Structural Elements, all equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his or her Home and Lot, including the Common Structural Elements therein, which, if omitted, could adversely affect MCLAURY COVE, the other Owners or the Association and its Members; however, notwithstanding the foregoing, the Board, in its sole business discretion, shall have the power and authority to require the Association, rather than the Owners of each Home, to keep and maintain each Home, and the Improvements thereon, including the Common Structural Elements therein and including equipment and appurtenances, in good order, condition, and repair, and to perform all maintenance and repair work within each Home, including the drywalls within the Homes, in which case the maintenance provisions with respect to Common Property would apply. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins) located on the Owner's Lot clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of the walls, doors, windows and roof of the physical structures of the Home shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities, such as telephone, cable or satellite television, telecommunication systems, home monitoring, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of

the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

In addition to the foregoing, the Owner of each Home shall be required to maintain appropriate climate control, keep his or her Home clean, promptly repair any leaks and take necessary measures to retard and prevent mold, fungi, mildew and mycotoxins from accumulating in the Home. Each Owner shall be required to clean and dust such Owner's Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts, and to properly maintain and have serviced on a regular basis, the Home's HVAC system. Each Owner of a Home shall be responsible for damage to such Owner's Home and personal property as well as any injury to the Owner of a Home and/or occupants of the Home resulting from the Owner's failure to comply with these terms. Each Owner of a Home shall be responsible for the repair and remediation of all damages to the Home caused by mold, fungi, mildew and mycotoxins. While the foregoing are intended to minimize the potential developments of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of same. By acquiring title to a Home, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released Declarant from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Home, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by the Owner, his or her family members and/or his or her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. Additionally, each Owner, by acceptance of a deed, or otherwise acquiring title to a Home, shall be deemed to have agreed that Declarant shall not be responsible, and Declarant hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Owner, his or her family members and/or his or her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as result of mold, mildew, fungus or spores. Neither Declarant nor any Participating Builders makes any representations or warranties regarding the existence or development of molds, fungi, mildew or mycotoxins, and each Owner on behalf of themselves and their family members, guests, invitees, tenants, successors and assigns shall be deemed to and by acceptance of a deed or title to the Home or by use of the Home, waives and expressly releases any such warranty and claims for loss or damages (including, without limitation, property damage and/or personal injury) resulting from the existence and/or development of same. References in this section regarding climate control and air conditioning shall only be applicable to those portions of the Home that are air conditioned.

9.2.2 An Owner shall not plant any shrubs, trees and/or landscaping on his or her Lot without the prior written approval of the Association. If an Owner receives such approval and plants any shrubs, trees and/or landscaping on his or her Lot, such Owner shall be responsible for maintaining such shrubs, trees and/or landscaping. Nothing shall be planted in any open space, landscape buffer and/or undisturbed natural buffer, if any, by any Owner.

Declarant or a Participating Builder may have constructed one or more drainage swales upon each Lot for the purpose of managing and containing the flow of excess

surface water, if any, found upon such Lot from time to time. Each Lot Owner shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

9.2.3 The Owner of each Lot keep the sidewalk located on and/or adjacent to their Lot clean and free from any trash, debris and/or impediments to pedestrian traffic.

9.2.4 In addition to the above, the Owner of each Home shall be responsible to fix leaks in and otherwise maintain and repair the roof of such Owner's Home and replace any dead or obviously dying trees on their Lot.

9.2.5 If a Home is damaged by fire or other casualty, including the Common Structural Elements, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board. Notwithstanding the foregoing, in the event the Board determines that the Association shall assume the responsibility of repairing the Common Structural Elements, the Owner shall be relieved of such responsibility. The Association shall be obligated to notify every Owner of such election in writing and the costs and expenses therefor shall be a Benefited Assessment as to said Homes and Owners thereof.

9.2.6 Each Owner shall keep such Owner's Home (as well as the Common Structural Elements and the drywall located within the interior portions of a Home) insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request. Notwithstanding the foregoing, in the event the Board elects to purchase casualty insurance for the Common Structural Elements (which such costs therefor shall only be payable by the Owners of said Homes as a Benefited Assessment), said Owners shall be relieved of such responsibility. In that event, the insurance proceeds for the repair and rebuilding shall be paid to the Association and not the Owner.

9.2.7 If an Owner fails to comply with the foregoing provisions of this Section 9.2 (or Section 2.4 above), the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

9.2.8 If a failure to comply with the provisions of this Section 9.2 (or Section 2.4 above) relates to the Owner's obligation to maintain and care for the Home, landscaping or

any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other Governing Documents shall be determined in the sole discretion of the Association or Declarant.

9.3 Damage to Buildings

The Owner of any Home which has suffered damage may apply to the ARB for approval for reconstruction, rebuilding, or repair of the Improvements therein. The ARB shall grant such approval only if, upon completion of the work, the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, ARB approval will not be required prior to the commencement of such work, so long as the exterior appearance of the Improvements will be substantially similar to that which existed prior to the date of the casualty.

The owner or owners of any damaged building (including, without limitation, the Owner of a Lot and/or Home), shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his or her or their reasonable control.

Declarant and Participating Builders shall be exempt from the provisions of this Section 9.3, provided that any such reconstruction, rebuilding or repairs made by Declarant or a Participating Builder shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

10. OCCUPANCY AND USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Section 10.38 below with respect to Declarant and Lots and Homes owned by Declarant:

10.1 Enforcement. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Governing Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

Notwithstanding the rights of the Association hereunder to enforce to the terms and provisions of the Governing Documents, the District shall also have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel

the Association to correct any failure by the Association to operate, maintain and repair the Surface Water or Stormwater Management System in accordance with the District Permit.

In addition to all other remedies, if an Owner is delinquent for more than ninety (90) days in paying a monetary obligation due the Association, the Association may suspend, until such monetary obligation is paid, any or all of the rights of any or all of an Owner or an Owner's tenants, guests or invitees to use the Common Area and facilities (including, without limitation, cable television and other amenity (non-utility) services provided); may suspend the voting rights of an Owner if such Owner is delinquent in payment of regular annual assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Governing Documents, provided the following procedures are adhered to:

10.1.1 Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without at least fourteen (14) days notice to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Owner's tenant, guest or invitee. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

10.1.2 Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

10.1.3 Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

10.1.4 Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. Unless otherwise permitted by applicable law, a fine of less than One Thousand and No/100 Dollars ($1,000.00) may not become a lien against a Lot.

10.1.5 Failure to Pay Assessments. Notice and Hearing as provided in this Section shall not be required with respect to the imposition of suspension of voting rights or fines upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

10.1.6 Suspension of use rights to the Common Area shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Lot and/or Home.

10.1.7 In addition to all other remedies, the Association may levy Benefited Assessments, to cover costs which the Association incurs to bring a Lot into compliance with the Governing Documents, including Legal Fees, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees.

10.1.8 For purposes of this Section 10, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Owner, and any other permitted occupants of a Home. All the Property shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Section 10.38 hereof:

10.2 Single Family Use. The Homes shall be for single family use only. No commercial occupation or activity may be carried on in MCLAURY COVE, except as such occupation or activity is permitted to be carried on by Declarant or a Participating Builder under this Declaration. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

10.3 Occupancy of Home. The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, and as amended effective December 31, 1995, provides that communities cannot reject families with children. Therefore, neither Declarant, a Participating Builder, nor the Association shall have the authority to prohibit children.

10.4 Nuisance. Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots and Homes or in or about any Improvements, or on any portion of MCLAURY COVE, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Lots and Homes which is a source of annoyance to the Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Lots and Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements or Homes. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot or Home, or exposed to the view of other Owners without the prior written approval of the Board. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board, whose decision shall be dispositive of such dispute or question.

10.5 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of any Lot or the Home thereon nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the

Property. Each portion of the Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, the city and any and all other governmental and public authorities and boards or officers of the same relating to such Property and any Improvements thereon or the use thereof. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Lot or Home shall be corrected by, and at the sole expense of the Owner of any such Lot or Home.

10.6 Leases. No Home may be rented for a period of less than one (1) calendar month. No portion of a Home (other than an entire Home) may be rented. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Governing Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

The lease of a Home for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. An Owner leasing his or her Home for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the

lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in the HOA Act until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Home, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 *et seq*.

10.7 Removal of Sod and Shrubbery; Alteration of Drainage, Etc. Except for Declarant's acts and activities with regard to the development of MCLAURY COVE, no Improvements (including, but not limited to, driveways, pools, and landscaping) and no sod, top soil, muck, trees or shrubbery shall be removed from MCLAURY COVE and no change in the condition of the soil or the level of the land of any of MCLAURY COVE area shall be made which would result in any permanent change in the flow or drainage of surface water within MCLAURY COVE without prior written consent of the ARB.

10.8 Addition of Landscaping; Alteration of Drainage, Etc. If an Owner installs additional landscaping to their Lot (which installation must be approved by the ARB), the Owner is responsible for the additional costs of maintaining the additional landscaping. The installation of additional landscaping shall not result in any permanent change in the flow or drainage of surface water within MCLAURY COVE without prior written consent of the ARB.

10.9 Antenna and Aerial. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be

installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Section 10.9 shall not apply to Declarant.

10.10 Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around his or her Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of MCLAURY COVE, or any property contiguous to MCLAURY COVE. No rubbish, trash, garbage, refuse, unsightly objects or other waste material shall be kept or permitted on the Lots or Common Area, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pickup), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Common Area. All Lots and all portions of the Property and any improvements placed thereon shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. No clothing or other household items shall be hung, dried or aired in such a way as to be visible from the Common Area or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the ARB or when accumulated by the Association for imminent pick-up and discard).

10.11 Radio Transmission. No ham radios or radio transmission equipment shall be operated or permitted to be operated within MCLAURY COVE without the prior written consent of the Association.

10.12 Animals and Pets. No animals, livestock or poultry of any kind of size shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept subject to the rules and regulations governing their number and keeping adopted by the Board. No permitted pet may be kept if the pet becomes a nuisance or annoyance to any neighbor, as determined by the Board. No dogs or other pets shall be permitted to have excretions on the Property, except in locations designated by the Board. An Owner is responsible for the cost of repair or replacement of any Common Area damaged by such Owner's pet. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association.

If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot or to take such other remedial action as the Board shall specify. Under no circumstances shall a "Dangerous Dog" (as hereinafter defined) be permitted on the Property. As used in this Declaration, a "Dangerous Dog" is defined as a dog which meets any one (1) of the

following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the streets, drives, roads, avenues, roadways and/or sidewalks, or any other portion of the Property, in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept outside a Home or on any patio, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Association, if any, provided this statement shall not require the Association to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Property. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Property. All pets must be registered, licensed and inoculated as required by law. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

10.13 Clotheslines. Unless otherwise permitted by applicable law and only to the extent permitted therein, no clothesline or clothes drying which is visible from outside a Lot shall be undertaken or permitted on any portion of MCLAURY COVE.

10.14 Temporary Buildings, Etc. No sheds, tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed within MCLAURY COVE except in connection with construction, development, leasing or sales activities permitted under this Declaration or with the prior written consent of the Association. No temporary structure may be used as a residence.

10.15 Fences. No fences or walls are permitted except fences and walls constructed or installed by Declarant and/or a Participating Builder or fences or walls approved by the ARB.

10.16 Drainage or Utility Easements. No structures, trees or shrubs shall be placed on any drainage or utility easements, except by Declarant or a Participating Builder, without the prior written consent of the ARB.

10.17 Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home without the prior written consent of the ARB.

10.18 Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

10.19 Mining, Drilling, or Excavation. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken on the Property. Activities of Declarant or the Association in dredging, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities.

10.20 Failure to Maintain. Upon the failure of an Owner(s) to (i) maintain the portion of the Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of this Declaration and to the satisfaction of the Association and (ii) correct such deficiencies within fifteen (15) days of written notice by the Association, unless a longer period is authorized by the Association, the Association may enter upon such portion of the Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Owner who is required to perform such maintenance. If any Owner(s) fails to make payment within fifteen (15) days after requested to do so by the Association, then the payment requested shall be collected as an Individual Home Assessment from such Owner and the Association shall be entitled to lien rights upon the portion of the Property requiring such maintenance in accordance with the provisions of this Declaration.

10.21 Subdivision and Partition. No Lot on the Property shall be subdivided except by Declarant or a Participating Builder.

10.22 Signs. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale," "For Rent," or "By Owner," or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation a Home), or on or in a vehicle, without the prior written consent of the ARB and the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the ARB and the Board. Neither the ARB, nor the Board, shall consent to any "For Sales," "For Rent," "By Owner" or similar sign for the renting or sale of a Home so long as Declarant or a Participating Builder owns a Lot in MCLAURY COVE or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) or a Participating Builder are conducting sales and marketing of Homes in MCLAURY COVE or other communities developed or marketed by Declarant or its affiliates, or a Participating Builder, whichever is later. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their respective successors or assigns, or a Participating Builder, for advertising or

marketing during the construction and sale period of MCLAURY COVE or other communities developed and/or marketed by Declarant or its affiliates, or a Participating Builder and other signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant and/or a Participating Builder may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section. An Owner may display a security sign provided by a contractor for security services as permitted by the HOA Act. This provision may not be amended without the prior written consent of Declarant and Participating Builders.

10.23 Boats, Recreational Vehicles and Commercial Vehicles. No trailer, camper, or other vehicle, other than four wheel passenger automobiles and other four wheel passenger vehicles determined acceptable by the Association, shall be permitted on any portion of MCLAURY COVE, except for trucks furnishing goods and services during the daylight hours, except for police and emergency service vehicles, and except as the Association may designate for such use by appropriate rules and regulations. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles in MCLAURY COVE. No commercial vehicle, trailer, recreational vehicle, motor home, boat or boat trailer may be parked or stored on the Property except for the purpose of temporary loading or unloading and as otherwise specified by the Board in any adopted rules and regulations. The Declarant and the Board have the sole authority to determine whether a vehicle is considered a commercial vehicle or otherwise violates the restrictions in this section. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except as otherwise specified by the Board in any adopted rules and regulations and except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

10.24 Parking and Vehicular Restrictions; Assigned Parking Spaces. Parking upon the Property shall be restricted to designated parking areas and parking spaces ("Parking Spaces") located within the Property. The Association shall maintain, repair and replace, as needed, the Parking Spaces and is granted an easement over the Property for such purposes. It is contemplated that each Home shall be assigned one (1) Parking Space ("Assigned Space") within the Property. The Assigned Space may be relocated at any time, and from time to time, by the Board to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility. Any Owner to which the use of an Assigned Space is assigned, shall have the exclusive right to the use thereof. Upon conveyance of or passing of title to the Home to which the use of an Assigned Space is assigned, the Home receiving such title shall automatically be assigned the Assigned Space assigned to such Home. The original assignment by Declarant to a Home of the use of an Assigned Space shall be made by a written "Parking Space Assignment" form ("Assignment") in which the particular Assigned Space(s) is described. The Association shall maintain a book ("Book") for the purpose of recording the assignee of each Assigned Space. Upon assignment of an Assigned Space by Declarant, Declarant shall cause the Association to record such Assignment in the Book, and the Home to which such use is assigned shall have the exclusive right to the use of such Assigned Space as aforementioned; provided, however, an Owner may re-assign his or her Assigned Space to another Owner of a Home within the Property by written instrument delivered to (and to be held by) the Association, so long as each Home shall always have at least one (1) Assigned Space assigned to his or her Home. In the event any Parking Spaces have not been assigned to the use of any particular Home after Declarant no longer holds

any Homes for sale in the ordinary course of business, such Parking Space may be assigned, used or leased on such terms and conditions as the Board may from time to time determine. No parking on the roadways and/or swales is permitted. Guest parking, if any, shall be on a first come-first served basis; provided, however, use of the guest parking spaces by Owners shall be prohibited and no vehicle may remain in a guest parking space for more than twenty-four (24) consecutive hours without prior written approval of the Association. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board.

No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in designated parking spaces. The foregoing, however, shall not: (i) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; (ii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within MCLAURY COVE until it can be towed away; and (iii) apply to vehicles used in connection with construction, development or sales activities permitted under this Declaration. Parking on streets that are owned and maintained by the applicable governing jurisdiction shall be subject to the local ordinances, regulations or guidelines in effect.

10.25 Powered Vehicles. All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on MCLAURY COVE property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in MCLAURY COVE may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statutes, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statutes, Section 427.802(1); and any special mobile equipment as defined under Florida Statutes, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

10.26 Vehicle Maintenance. No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four wheel passenger automobiles) upon any portion of the Property; provided, however, the foregoing shall not prohibit an Owner from making emergency repairs to their vehicle if said repair is completed in less than forty-eight (48) hours. In addition, notwithstanding the foregoing, Declarant its successors, nominees or assigns and the Association may make, or cause to be made, such repairs if necessary in regard to vehicles used in connection with construction, sales or management at MCLAURY COVE. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property. No Owner or his or her family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Association or Declarant.

10.27 Window Decor. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted, except for periods not exceeding two (2) weeks after an Owner or a lessee first moves into a Home or when permanent window treatments are being cleaned or repaired. Window tinting is permitted provided that the type and method of tinting is first approved by the ARB.

10.28 Hurricane Shutters. No hurricane shutters may be installed without the prior written consent of the ARB, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the ARB's consent, then the hurricane shutters will be made to conform by the ARB at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the MCLAURY COVE location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her Backyard Area, porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

10.29 Flags. Except for flags expressly permitted by applicable law, any other flags are prohibited except as may be approved in writing by the ARB.

10.30 Water Supply. No Owner may install any well or individual water supply system on any portion of his or her Lot. The foregoing prohibition shall not restrict the Association, however, from installing a well, if needed, for irrigation purposes.

10.31 Sewage Disposal. No individual sewage disposal system shall be permitted on the Property.

10.32 Weapons. The use and discharge of weapons within MCLAURY COVE is prohibited. The term "weapons" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

10.33 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. Further, propane tanks associated with heating pools or hot tubs may be permitted, provided, the location, size and type are first approved in writing by the ARB. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

10.34 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner, its immediate family members, lessees, guests or invitees on, over or from any portion of the Property, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise

permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable rules and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots or within MCLAURY COVE. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot, Common Area, or any other portion of MCLAURY COVE. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including without limitation, to another Owner, its immediate family members, lessees, guests or invitees.

10.35 Board's Rule Making Power. The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the use of MCLAURY COVE as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of MCLAURY COVE without discriminating on the basis of whether a Home is occupied by an Owner or his or her lessee; and (iii) for so long as Declarant holds any Homes within MCLAURY COVE for sale in the ordinary course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

10.36 Compliance with Documents. Each Owner and their family members, guests, and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within MCLAURY COVE. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Property rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as an Individual Home Assessment.

10.37 No Implied Waiver. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Governing Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

10.38 Declarant and Participating Builder Exemption. Declarant and/or Participating Builder(s) plan to undertake the work of constructing Homes and Improvements upon certain of the Lots within the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant and/or Participating Builder(s), and/or either of their affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes by Declarant, Declarant's affiliates, a Participating Builder and/or a Participating Builder's affiliates, are essential to the welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the Committee shall do anything whatsoever to interfere with any of Declarant, Declarant's affiliates, a Participating Builder and/or a Participating Builder's affiliates activities relating to the constructing of Homes

and Improvements upon Lots within the Property, the constructing of other buildings upon adjacent land or any other property being developed or marketed by the Declarant, Declarant's affiliates, a Participating Builder and/or a Participating Builder's affiliates, or the sale, rental and/or other transfer of Homes by Declarant, Declarant's affiliates, a Participating Builder and/or a Participating Builder's affiliates. In this respect, Declarant hereby reserve the right for itself and Participating Builders and their respective employees, contractors, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant and/or Participating Builder(s) to carry on its work and other activities including, without limitation, Declarant's and/or a Participating Builder's construction of Homes and Improvements within MCLAURY COVE.

In general, the restrictions and limitations set forth in this Section 10 shall not apply to Declarant or Participating Builders or to Lots owned by Declarant or Participating Builder(s). Declarant and Participating Builders shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's or a Participating Builder's plans for construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant and Participating Builders shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Section 10 in addition to whatever remedies at law to which it might be entitled.

11. DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same) shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

11.1 Determination to Repair or Rebuild.

11.1.1 If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Area (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same), then the Association shall cause such Common Area (and/or Common Structural Elements, as applicable) to be repaired and reconstructed substantially as it previously existed.

11.1.2 If insurance proceeds are insufficient to effect total restoration of the Common Area (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same), and the cost of restoration would require a Special Assessment against each Lot in an amount of Five Thousand Dollars ($5,000.00) or less (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Common Area (and/or Common Structural Elements, if and as applicable) to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment for the restoration of the Common Area (or for the restoration of

Common Structural Elements, if and as applicable), but in either case proportionately against each of the Lots in accordance with the provisions of Sections 6 and 7 herein.

11.1.3 If the insurance proceeds are insufficient to effect total restoration of the Common Area (and/or Common Structural Elements, if and as applicable) and the cost of restoration of the Common Area would require a Special Assessment against each Lot in an amount greater than Five Thousand Dollars ($5,000.00) (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Area (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same), shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

11.2 Owner Responsibility. Each Owner shall be liable to the Association for any damage to the Common Area (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same), not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

11.3 Excess Funds. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

12. INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses with respect to the Common Area and Association property (and with respect to Common Structural Elements such premiums shall be levied as a Benefited Assessment only

against said Homes, in the event the Board elects to have the Association insure same as provided in this Declaration):

12.1 Casualty Insurance. Property and casualty insurance (including as applicable, windstorm coverage) in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Common Area, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Common Area in developments similar to MCLAURY COVE in construction, location and use.

Unless the Board elects to obtain such casualty insurance, the Owner of each Home shall maintain a policy or policies to insure his or her Home from all physical damage and liability losses with such policy naming the Association as an additional insured. Unless the Boards has elected to make the Association responsible for the repair and rebuilding of the Common Structural Elements, if a Home is damaged by a casualty, the affected Owner shall promptly have his or her Home repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Home. The Board may in its sole discretion establish periodically the minimum physical damage and liability insurance coverage and endorsements to be maintained by each Owner. Each Owner shall provide a certificate of insurance coverage to the Association, if requested by the Association, to evidence compliance with the minimum physical damage and liability coverage and endorsements set by the Board. Notwithstanding the foregoing, the Board, in its sole discretion, shall have the power and the authority to require the Association, rather than the Owners, to acquire casualty insurance for the Common Structural Elements and the drywalls within said Homes in which case the insurance provisions with respect to Common Area would apply and all insurance proceeds for the repair and rebuilding thereof shall be paid to the Association.

12.2 Fidelity Coverage. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

12.3 Directors' Coverage. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

12.4 Other Insurance. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Property and any improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

12.5 Cancellation or Modification. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

12.6 Flood Insurance. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Common Area, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

12.7 Condemnation. In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests of the Association, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

12.8 Public Liability Coverage. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot within the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Common Area and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars ($1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars ($3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars ($50,000.00) property damage per occurrence with no separate limits stated for the number of claims, or in other amounts as Board may approve. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

12.9 Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

13. GENERAL PROVISIONS

13.1 Conflict With Other Governing Documents.

In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

13.2 Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at c/o Forestar (USA) Real Estate Group Inc., 14785 Old St. Augustine Road, Suite 300, Jacksonville, FL 32258, Attention: Association President, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at Forestar (USA) Real Estate Group Inc., 14785 Old St. Augustine Road, Suite 300, Jacksonville, FL 32258, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

13.3 Enforcement

The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees. Further, the Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

13.4 Interpretation

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities and Common Area. Section, subsection, paragraph, captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

13.5 Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

13.6 Certain Rights of Declarant and Participating Builder

Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant and/or a Participating Builder shall be subject to the approval of the Association, the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to maintain a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself and Participating Builder(s), and Declarant and Participating Builder(s) and their nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside MCLAURY COVE, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Common Area and show Homes, and Declarant further reserves the right to make repairs to the Common Area and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, and Participating Builder(s), as applicable, may exercise the foregoing rights without notifying the Association or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Common Area and shall remain the property of Declarant or a Participating Builder, as applicable. In addition, the Declarant hereby has, shall have and hereby reserves the right for itself and Participating Builders to enter upon the Common Area, if any, in order for Declarant or Participating Builders to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the construction upon Lots within MCLAURY COVE and all Improvements therein, and for Declarant or Participating Builders to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant or Participating Builders if applicable, to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant or Participating Builders, if applicable, shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners. This Section 13.6

may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant and Participating Builders. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant and Participating Builders in the Governing Documents may be assigned in writing by Declarant and Participating Builders in whole or in part, however any assignment by a Participating Builder shall only be to another Participating Builder. For the purposes of this Section 13.6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 13.6, are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Governing Documents.

Declarant, Participating Builders and each of their successors, assigns, employees, contractors, sub-contractors and potential purchasers shall have access to MCLAURY COVE property at all times and the Association shall not impede any such access. Any gate system installed shall remain open during construction and sales hours to allow Declarant, Participating Builders and each of their successors, assigns, employees, contractors, sub contractors and potential purchasers access to MCLAURY COVE property.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 13.6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right(s), it is acknowledged by the Association and all Owners that Declarant is performing any such inspection(s) for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF MCLAURY COVE ARE HEREBY PLACED ON NOTICE THAT DECLARANT OR PARTICIPATING BUILDERS AND/OR THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO MCLAURY COVE. BY THE ACCEPTANCE OF THEIR DEED OR TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF MCLAURY COVE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER

SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO MCLAURY COVE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DECLARANT, PARTICIPATING BUILDERS AND THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS WHATSOEVER ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (IV) ANY PURCHASE OR USE OF ANY PORTION OF MCLAURY COVE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (V) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT OR PARTICIPATING BUILDERS TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF MCLAURY COVE.

13.7 Disputes as to Use

In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

13.8 Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

13.8.1 Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of MCLAURY COVE; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Notwithstanding anything in this paragraph to the contrary, no amendment shall be made by Declarant which impairs the rights and privileges of a Participating Builder(s) or adversely affects a Participating Builder(s) without the prior written consent of the Participating Builder(s).

13.8.2 After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all Lots; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

13.8.3 Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

13.8.4 Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, Participating Builders, the Association or of any Institutional Mortgagee under the Governing Documents without the specific written approval of such party affected thereby. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 13.6 and any such amendment shall be deemed to impair and prejudice the rights of Declarant and/or Participating Builders.

13.8.5 A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant, Participating Builder(s) and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment to this Declaration which sets forth any amendment or modification to this Declaration.

13.8.6 Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendment(s) to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying said Institutional Mortgagee's development criteria or such other criteria as may be established by such Institutional Mortgagee's secondary mortgage market purchasers, including, without limitation, the FNMA and the FHLMC; provided, however, any such filed amendment(s) must be in accordance with any applicable rules, regulations and other requirements promulgated by HUD.

13.8.7 Any proposed amendment to this Declaration which would affect the Surface Water or Stormwater Management System (including environmental conservation areas, if any, and the water management portions of the Common Area), shall be submitted to the District for a determination of whether the proposed amendment necessitates a modification of the District Permit.

13.9 Delegation

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

13.10 Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years

each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by the Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Common Area in the manner described herein. This provision shall survive the termination of this Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

13.11 Rights of Mortgagees

13.11.1 Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Governing Documents and the books, records and financial statements of the Association to the Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this Section0, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Lot on which it has (or insures or guaranties) the mortgage.

13.11.2 Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(a) Any condemnation, loss or casualty loss which affects any material portion of the Property;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(d) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Governing Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

13.11.3 Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

13.12 Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Governing Documents, for which the Owners will be responsible, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests of the Association (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which the Owners are obligated to pay pursuant to the Governing Documents;

(c) the enforcement of the use and occupancy restrictions contained in the Governing Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Property or to the Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or

(e) filing a compulsory counterclaim.

13.13 Compliance With Provisions

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

13.14 Security

The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. NOTWITHSTANDING THE FOREGOING, NEITHER DECLARANT, PARTICIPATING BUILDERS NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE, IF ANY. ALL OWNERS AGREE TO

HOLD DECLARANT, PARTICIPATING BUILDERS AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDER(S) NOR ANY SUCCESSOR OF DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDER(S) NOR ANY SUCCESSOR TO DECLARANT OR A PARTICIPATING BUILDERS GUARANTEES OR WARRANTS, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. NEITHER THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDERS NOR ANY SUCCESSOR TO DECLARANT OR PARTICIPATING BUILDERS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, PARTICIPATING BUILDERS AND ANY SUCCESSOR TO DECLARANT OR A PARTICIPATING BUILDERS DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, RECOMMENDED BY, OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY, DECLARANT, PARTICIPATING BUILDERS OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, PARTICIPATING BUILDERS AND ANY SUCCESSOR TO DECLARANT OR A PARTICIPATING BUILDER ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, PARTICIPATING BUILDERS AND ANY SUCCESSOR TO DECLARANT OR A PARTICIPATING BUILDER HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

13.15 Covenant Running With The Land

All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, lessees, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot and Completed Home, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

13.16 No Public Right or Dedication

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Area to the public, or for any public use.

13.17 No Representations or Warranties

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

13.18 Association and Declarant as Attorney-In-Fact

Each Owner, by reason of having acquired ownership of a Lot and Completed Home, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to MCLAURY COVE by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written

consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot and Completed Home, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of MCLAURY COVE, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 13 shall not apply to Owners that are Participating Builder(s). The provisions of this Section 13 may not be amended without Declarant's prior written consent.

13.19 Declarant's Reservation of Rights.

Notwithstanding anything contained in the Governing Documents to the contrary, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential (e.g., multi-family residential or commercial) and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses. In the event Declarant changes the zoning of the Property, Declarant hereby reserves the right to amend this Declaration or to create one or more sub-declarations subjecting such property(ies) to additional or different specified or prohibited uses.

Additionally, in the event Declarant changes the zoning of the Property or any portion thereof to a use other than single-family residential and amends this Declaration or creates a sub-declaration, in order to insure representation on the Board for various groups having dissimilar interests, Declarant reserves the right to establish voting groups for election of Directors to the Board. In such event, each voting group shall be entitled to elect one (1) or more Director(s) to the Board. Each voting group may have different voting rights as determined by Declarant.

In the event Declarant establishes other uses of or for the Property as aforesaid, Declarant reserves the right to change the method pursuant to which Assessments are shared among the Lots and other portions of the Property. The expenses may be divided among each type of property use (e.g., single-family residential, multi-family residential and commercial) based upon, but not necessarily proportional to, the percentage of each type of property use, the level of services received by each type of property use and other relevant factors as determined by Declarant. Additionally, expenses which specifically relate to a specific property use will only be assessed against that type of property. The percentages for each type of property will be based upon the total acreage of the Property.

The portion of the anticipated Operating Expenses which are assessed against the single-family residential property shall be divided equally among the contributing Lots or units by dividing such portion of the Operating Expenses which are being assessed to the single-family residential property by the total number of contributing Lots or units.

The portion of the anticipated Operating Expenses which are assessed against the multi-family residential property shall be divided equally among the contributing multi-family

units by dividing such portion of the Operating Expenses which are being assessed to the multi-family residential property by the total number of contributing units.

The portion of the anticipated Operating Expenses which are assessed against the commercial property shall be divided among the owners of the commercial property based upon a fractional formula, the numerator of which is the total square feet of buildings and paved areas of each commercial parcel and the denominator of which is the total square feet of all buildings and paved areas.

13.20 Sales Interference.

Each Owner, by acceptance of a deed or other conveyance of a Home, hereby acknowledges and agrees that such Owner shall not interfere in any manner whatsoever in the sales process by Declarant or Participating Builders and/or any of their affiliates, including the carrying of signs or other types of demonstrations in MCLAURY COVE or any public right-of-way adjacent to the Property. Each Owner acknowledges that any such activities interfere with the quiet enjoyment of MCLAURY COVE by the other Owners, are detrimental to the value of the Homes within MCLAURY COVE, and interfere with Declarant's or Participating Builders' ability to conduct its business.

13.21 Animal, Reptile and Wildlife Hazards.

Florida's natural areas, which include conservation areas, conservation easement property, preservation areas, lakes and wetlands, provide habitat for many wild animals and reptiles, including possible bears, poisonous snakes and alligators. Animals can be upset by human presence and unexpectedly become aggressive or harmed by efforts to avoid you. Always keep your distance and avoid interaction with all wildlife.

All Owners, and their family members, guests, invitees and lessees, should always follow the suggestions listed below to assist in human protection from a potentially unpleasant experience as well as the protection of our wildlife:

(a) Any wild animal can be dangerous. Always be cautious and observant.

(b) Do not feed the wildlife. Food meant for human consumption can harm an animal. Animals that get food from humans may become aggressive.

(c) Help keep wildlife "wild" by keeping your distance. Move away from animals without disturbing them and do not block an animal's path.

(d) Photograph and observe wildlife from a safe distance, by using binoculars, spotting scopes or telephoto lenses.

(e) If an animal or reptile approaches you, move away and maintain a safe distance.

(f) Do not walk pets within or near any natural area, or near any bodies of water.

(g) Keep young children at a safe distance from natural areas and bodies of water.

BY ACCEPTANCE OF A DEED TO THEIR LOT EACH OWNER ACKNOWLEDGES THAT MCLAURY COVE, AND AREAS IN THE VICINITY OF MCLAURY COVE, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, VENOMOUS AND NON-VENOMOUS SNAKES AND OTHER REPTILES, ALLIGATORS, AND OTHER ANIMALS, SOME OF WHICH MAY POSE HAZARDS TO PERSONS OR PETS COMING IN CONTACT WITH THEM. THE DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

13.22 Title Documents

Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records of the County (collectively, the "Title Documents"). Declarant's plan of development for MCLAURY COVE may necessitate from to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, Declarant by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, on or before the Community Completion Date, the Association shall assume all of the obligation of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records of the County, from time to time, and in the sole and absolute discretion of Declarant.

13.23 No Vested Rights

Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records of the County or except as expressly set forth herein.

13.24 Access Control System

Declarant may install a controlled access facility at one or more access points to MCLAURY COVE. The Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for MCLAURY COVE. If provided, all costs associated with any Access Control System will be part of the Operating Expenses. Declarant hereby reserves for itself, and its contractors and suppliers, their respective agents and employees, and any prospective purchasers of Homes or Lots from Declarant, an easement for free and unimpeded access through any such Access Control System, subject only to such controls and restrictions as are agreed to in writing by Declarant. If the Association attempts to restrict or control access into MCLAURY COVE through means not approved by the Declarant, the Declarant may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by the Declarant, and the Declarant shall have no liability in this regard.

THE ASSOCIATION, DECLARANT AND PARTICIPATING BUILDER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDER AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE ASSOCIATION, DECLARANT AND PARTICIPATING BUILDER WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

13.25 Monitoring System

The Association shall have the right, but not the obligation, to contract for the provision of services through a Monitoring System. If provided, all costs associated with any Monitoring System will be part of the Operating Expenses. It is extremely difficult and impractical to determine the actual damages, if any, that may proximately result from a failure on the part of Monitoring System service provider to perform any of its obligations with respect to any such Monitoring System and, therefore every Owner agrees Declarant, Participating Builder and Association assume no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of any community service or failure to respond to an alarm because of (i) any failure of the Monitoring System, (ii) any defective or damaged equipment, device, line or circuit of the

Monitoring System, (iii) negligence, active or otherwise, of the Monitoring System service provider or its officers, agents or employees, or (iv) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the Monitoring System service provider. Every Owner further agrees for himself, his grantees, Lessees, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the Monitoring System, or from negligence, active or otherwise, of Monitoring System service provider or its officers, agents, or employees, the liability, if any, of the Declarant, Participating Builder or Association for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 ($250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise or non-performance by an officer, agent or employee of Declarant, Participating Builder or Association. Further, in no event will the Declarant, Participating Builder or Association be liable for consequential damages, wrongful death, or personal injury.

THE DECLARANT, PARTICIPATING BUILDER AND ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIED, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM, OR THAT ANY MONITORING OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF A HOME ACKNOWLEDGES THAT NEITHER DECLARANT, PARTICIPATING BUILDER NOR ASSOCIATION IS AN INSURER OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, this Declaration has been signed by Declarant and joined in by the Association on the respective dates set forth below.

WITNESSES AS TO DECLARANT:

DECLARANT:

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

_____
Signature
Print Name_____

By:_____
Printed Name:_____
Its:_____

_____
Signature
Print Name_____

STATE OF FLORIDA)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____ _____, as _____ of **FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation**, freely and voluntarily under authority duly vested in him by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20__.

_____
Notary Public, State of Florida at Large

My Commission Expires:

_____
Typed, Printed or Stamped Name of Notary Public

WITNESSES AS TO ASSOCIATION:

ASSOCIATION:

MCLAURY COVE TOWNHOME OWNERS ASSOCIATION, INC., a Florida corporation not for profit

By:_____
Printed Name:_____
Its:_____

_____
Signature
Print Name_____

_____
Signature
Print Name_____

STATE OF FLORIDA)
) SS
COUNTY OF_____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization by _____ _____, as President of **MCLAURY COVE TOWNHOME OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, freely and voluntarily under authority duly vested in him by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this day of ___ _____, 20__.

_____
Notary Public, State of Florida at Large

My Commission Expires:

_____
Typed, Printed or Stamped Name of Notary Public

EXHIBIT "A"
Legal Description of Property

EXHIBIT "B"

Articles of Incorporation of
MCLAURY COVE Townhome Owners Association, Inc.

EXHIBIT "C"

Bylaws of

MCLAURY COVE Townhome Owners Association, Inc.

EXHIBIT "D"
Water Management District Permit

CERTIFICATE REGARDING RECEIPT FOR PAID REAL ESTATE TAXES

This is to certify that all real estate taxes due and owing on the "Property" as described in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for MCLAURY COVE ("Declaration") have been paid as of the date of recordation of the Declaration.

Signed in the presence of:

Forestar (USA) Real Estate Group Inc., a Delaware corporation

_____
Name: _____

By:_____
Name:_____
Title:_____

_____
Name:_____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of **Forestar (USA) Real Estate Group Inc., a Delaware corporation**, freely and voluntarily under authority duly vested in him by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

_____
Notary Public, State of Florida at Large

My Commission Expires:

_____
Typed, Printed or Stamped Name of Notary Public

CONSENT OF MORTGAGEE

This Consent of Mortgagee ("Consent") is given as of the _____ day of _____, 20__, on behalf of [BUILDER], a [State] corporation ("Mortgagee"), being the owner and holder of that certain Mortgage and Security Agreement, dated _____ and recorded in Official Records Book _____, Page _____ of the Public Records of the County (as same may be amended or modified from time to time, and including any and all other documents securing the indebtedness referenced in the mortgage, the "Mortgage") securing the Property described in the foregoing Declaration.

WHEREAS, Mortgagee has been requested to consent to the recording of the foregoing Declaration.

NOW, THEREFORE, Mortgagee hereby consents to the foregoing Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the foregoing Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation and does not assume and shall not be responsible for any of the obligations or liabilities contained in the foregoing Declaration or other documents used in connection therewith. None of the representations contained in the foregoing Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage in connection with the Property or in the Declaration.

Made as of the day and year first above written.

Witnessed by:

_____
Name:_____

_____
Name:_____

[**BUILDER**], a [State] corporation

By:_____
Name:_____
Title:_____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____ the _____ of [BUILDER], a [State] corporation, who ☐ is personally known to me or ☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day of _____, 20__.

_____
Name:_____
My Commission Expires: Notary Public, State of_____
Commission No._____

Order Number: 12420225

Fidelity National Title Insurance Company

May 11, 2025

Addressee:

Planning and Zoning Division
P.O. Box 1486
Palatka, FL 32178-1486

PLAT PROPERTY INFORMATION REPORT

Proposed Plat of: McLaury Cove Townhones Phase 1

In accordance with Section 177.041, Florida Statutes this will certify that Fidelity National Title Insurance Company has made a search of the Public Records of Putnam County, Florida, through May 02, 2025 at 8:00 AM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of Forestar (USA) Real Estate Group, Inc., a Delaware corporation, by virtue of the Warranty Deed recorded in Official Records Book 1800, page 323 and Special Warranty Deed recorded in Official Records Book 1800, page 328, Public Records of Putnam County, Florida.

The search has revealed the following:

1. Agreement for Road Rights of Ways recorded in Official Records Book 701, page 1863.

2. Ordinance 2014-15 recorded in Official Records Book 1795, page 287.

NOTE: 2024 Real Estate Taxes and all prior years show paid

NOTE: Notice of Environmental Resource Permit recorded in Official Records Book 1808, page 1144.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

Fidelity National Title Insurance Company

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 12420225

By: *Matt Quigley*

Authorized Signature

Fidelity National Title Insurance Company

Exhibit "A"

THE LAND REFERRED TO HEREIN BELOW BEING A PORTION OF GOVERNMENT SECTION 10. TOWNSHIP 10 SOUTH. RANGE 26 EAST, PUTNAM COUNTY. FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE (A 66 FOOT RIGHT-OF-WAY); THENCE. S 00°27'55" E, 845.31 FEET ALONG THE WESTERLY BOUNDARY LINE OF WEBB'S VIKING MANOR. MAP BOOK 5, PAGE 78. OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA; THENCE. CONTINUING ALONG SAID WESTERLY BOUNDARY LINE, S 00°26'59" E, 312.11 FEET; THENCE. S 89°19'03" W, 112.74 FEET; THENCE, N 78°50'48" W. 61.30 FEET; THENCE. S 89°19'03" W, 117.65 FEET; TO A POINT OF CURVATURE CONCAVE SOUTHERLY. HAVING A RADIUS OF 30.00 FEET. A CENTRAL ANGLE OF 48°11'16" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 66°7'50" W, 24.49 FEET; THENCE. NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 25.23 FEET; THENCE. S 89°16'32" W, 141.05 FEET TO A POINT OF CURVATURE CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 54°09'43" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 62°11 '41" W, 27.31 FEET; THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 28.36 FEET; THENCE, S 89°19'02" W, 185.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MCLAURY DRIVE (A 50 FOOT RIGHT-OF-WAY); THENCE, N 00°30'18" W. 302.31 FEET; THENCE, N 89°18'02" E, 314.08 FEET; THENCE, N 00°27'48" W, 844.37 FEET. RETURNING TO SAID SOUTHERLY RIGHT-OF-WAY OF SAINT JOHNS AVENUE; THENCE. N 89°12'45" E, 349.93 FEET TO THE POINT OF BEGINNING.

Fidelity National Title
Insurance Company

Policy No.: 6160-1-24-605-SG-2025.2751209-233726595

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   (a) a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   (b) the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning) but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of an improvement on the Land;
   (c) the subdivision of the Land; or
   (d) environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
   (a) of the exercise described in an Enforcement Notice; or
   (b) the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   (a) resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or

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(b) because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
   i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
   ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

By: _____
Authorized Officer or Agent
Lisa M. Byers
Land Title of America, Inc.
100 Southpark Blvd Ste 100
Saint Augustine, FL 32086-5171
Tel:904-797-9600
Fax:888-395-5036

By:

Michael J. Nolan
President

Attest:

Marjorie Nemzura
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i the occupancy, use, or enjoyment of the Land;
   ii the character, dimensions or location of any improvement on the Land;
   iii the subdivision of land; or
   iv environmental remediation or protection;
   (b) any governmental forfeiture, police, regulatory, or national security power.
   (c) the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   (e) resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A, is a:
   (a) fraudulent conveyance or fraudulent transfer;
   (b) voidable transfer under the Uniform Voidable Transactions Act; or
   (c) preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

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1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

(a) "Affiliate": An Entity:
  i. that is wholly owned by the Insured;
  ii. that wholly owns the Insured; or
  iii. if that Entity and the Insured are both wholly owned by the same person or entity.

(b) "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

(c) "Date of Policy": The Date of Policy stated in Schedule A.

(d) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

(e) "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  iii. asserts a right to enforce a PACA-PSA Trust.

(f) "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

(g) "Insured":
  i. a. The Insured named in Item 1 of Schedule A;
  b. the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
  c. the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
  d. the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
  e. the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
    (1). an Affiliate;
    (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
    (3). a spouse who receives the Title because of a dissolution of marriage;
    (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
    (5). another Insured named in Item 1 of Schedule A.
  ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

(h) "Insured Claimant": An Insured claiming loss or damage arising under this policy.

(i) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

(j) "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(k) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

(l) "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

(m) "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

(n) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

(o) "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

(p) "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

(a) retains an estate or interest in the Land;
(b) owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
(c) has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the

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Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

(a) any litigation or other matter for which the Company may be liable under this policy; or

(b) any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

(b) The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

(c) When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

(a) *To Pay or Tender Payment of the Amount of Insurance.*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

(b) *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the

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Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

(a) The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

(b) Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

(c) If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

(d) If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

(e) In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

(a) The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,
   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

(b) The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

(c) The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

(a) If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

(b) If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

(c) The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

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(b) Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

(a) *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

(b) *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

18. ARBITRATION

(a) All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

(b) *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

(c) Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of
that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:
- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:
- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online
service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:
- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

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Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is
used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To improve our products and services;
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates' services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not

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to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:
For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link Privacy Request, or email privacy@fnf.com, or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com
or call (888) 714-2710.

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:
Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Ticor Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Ticor Title Company of California, Exos Valuations, Fidelity & Guaranty Life Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market
to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

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Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's

effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Request website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: Land Title of America, Inc.
Issuing Office: 100 Southpark Boulevard, Suite 100
Saint Augustine, FL 32086
Issuing Office's ALTA® Registry ID: 1041055
Issuing Office File Number: 24-605-SG
Property Address: **6201 Saint Johns Avenue, Palatka, FL 32177**

SCHEDULE A

Name and Address of Title Insurance Company:
Fidelity National Title Insurance Company
P.O. Box 45023, Jacksonville, FL 32232-5023

Policy No.: 2751209-233726595
Amount of Insurance: $1,285,000.00
Date of Policy: March 3, 2025 or recording date of the insured instrument, whichever is later

1. The Insured is:
   Forestar (USA) Real Estate Group Inc., a Delaware Corporation

2. The estate or interest in the Land insured by this policy is:
   Fee Simple

3. The Title is vested in:
   Forestar (USA) Real Estate Group Inc., a Delaware Corporation

4. The Land is described as follows:
   See Exhibit A attached hereto and made a part hereof.

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS 1-800-669-7450

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B

Policy Number: 2751209-233726595

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.
2. No portion of subject property lying within the right-of-way of the Seaboard Coast Line Railroad (formerly Atlantic Coast Line Railroad) is insured herein.

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AMERICAN LAND TITLE ASSOCIATION

EXHIBIT A
LEGAL DESCRIPTION

A part of the NE 1/4 of the NE 1/4 of the NW 1/4 of Section 10, Township 10 South, Range 26 East, more particularly described as follows: Beginning at the intersection of the Southerly Right of Way line of St. Johns Avenue with Easterly line of the said NE 1/4 of the NE 1/4 of the NW 1/4; thence run Southerly along said East line a distance of 630 feet; thence run Westerly parallel with the Southerly Right of Way line of St. Johns Avenue for a distance of 350 feet; thence run Northerly parallel with the East line of the said NE 1/4 of the NE 1/4 of the NW 1/4 for a distance of 630 feet to the Southerly Right of Way of St. Johns Avenue, thence run Easterly along said Southerly Right of Way line for a distance of 350 feet to the Point of Beginning and to close.

Also

The Easterly 350.0 feet (as measured along the North line) of the North 3/4 of the NE 1/4 of the NW 1/4 of Section 10, Township 10 South, Range 26 East, Excepting therefrom lands described in Official Records Book 495, Page 1277, that part of Tract Number 2 of lands described in Official Records Book 350, Page 1819, and lands described in Official Records Book 764, Page 179, of the Public Records of Putnam County, Florida. Subject to the Right-of-Way of the Seaboard Coast Line Railroad (formerly Atlantic Coast Line Railroad) over and across the Northerly line thereof.

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AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title
Insurance Company

ALTA 9.1-06 ENDORSEMENT
RESTRICTIONS, ENCROACHMENTS, MINERALS
OWNER'S POLICY – UNIMPROVED LAND
(with Florida Modifications)

Attached to Policy No. 2751209-233726595
Issued By: Fidelity National Title Insurance Company

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The Company insures the insured against loss or damage sustained by reason of

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B.
   (a) Present violations on the land of any enforceable covenants, conditions or restrictions.
   (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
   (c) Any encroachment onto the land of existing improvements located on adjoining land.
   (d) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1(a), the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

The failure to expressly except any matter delineated in paragraphs 1(a),(b) or (d) of this endorsement constitutes the Company's agreement to indemnify against loss or damage resulting from any matters delineated in paragraphs 1(a),(b) or (d) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: March 3, 2025

Agent: Land Title of America, Inc.

Lisa M. Bg

Authorized Signatory

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ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

For Reference:

File #: 13631-0089
Policy #: 50140212-0205844e

Issued By:

Shuffield Lowman & Wilson PA
1000 Legion Place, #1700
Orlando, FL 32801

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

a. "Affiliate": An Entity:
   i. that is wholly owned by the Insured;
   ii. that wholly owns the Insured; or
   iii. if that Entity and the Insured are both wholly owned by the same person or entity.

b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.

c. "Date of Policy": The Date of Policy stated in Schedule A.

d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
   i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
   ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
   iii. asserts a right to enforce a PACA-PSA Trust.

f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.

g. "Insured":
   i. (a). The Insured named in Item 1 of Schedule A;
   (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
   (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
   (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
   (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
      (1). an Affiliate;
      (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
      (3). a spouse who receives the Title because of a dissolution of marriage;
      (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
      (5). another Insured named in Item 1 of Schedule A.
   ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

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k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be

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necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

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10. REDUCTION OR TERMINATION OF INSURANCE
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

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The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**.

18. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: Shuffield, Lowman & Wilson, P.A.
Issuing Office: 1000 Legion Place, Suite 1700, Orlando, FL 32801
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 13631-0089
Property Address: 185 Cattle Xing et. al., Palatka 32177

SCHEDULE A

Name and Address of Title Insurance Company: First American Title Insurance Company
Policy Number: 50140212-0205844e
Amount of Insurance: $299,000.00
Date of Policy: March 4, 2025 at 2:19 pm

1. The Insured is: Forestar (USA) Real Estate Group, Inc., a Delaware corporation

2. The estate or interest in the Land insured by this policy is: Fee Simple

3. The Title is vested in: Forestar (USA) Real Estate Group, Inc., a Delaware corporation, by virtue of the Special Warranty Deed recorded in Instrument Number 202554005849, Public Records of Putnam County, Florida.

4. The Land is described as follows: See Exhibit "A" attached hereto and made a part hereof

Shuffield, Lowman & Wilson, P.A.

By: _____
Authorized Signatory

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Exhibit "A"

S ½ of SE ¼ of NE ¼ of NW ¼ and N ½ of SE ¼ of NW ¼, Section 10, Township 10 South, Range 26 East.

Subject to and together with the Agreement recorded in Official Records Book 701, Page 1863 of the public records of Putnam County, Florida.

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SCHEDULE B

Policy Number: 50140212-0205844e

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of MCLAURYS S/D, as recorded in Plat Book Miscellaneous Map Book , Page(s) 1A, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

3. Agreement for Road Right of Ways in Book 701, Page 1863.

4. Concurrent rights of others to use the easement described in Schedule "A".

5. Survey prepared by Stephen Speaks, P.M.S. , dated 10.11.2023, under Job No. To Be Provided, shows the following: 2.54 Area Encroachment; Shed, Concrete Slab and Concrete Walk Encroachments; Fence Encroachments and Transmission Line Service Encroachment.

6. Ordinance 2024-15 recorded January 30, 2025 in Book 1795, Page 287.

Note: All of the recording information contained herein refers to the Public Records of PUTNAM County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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First American Title™

RESTRICTIONS, ENCROACHMENTS, MINERALS ENDORSEMENT – OWNER'S POLICY – UNIMPROVED LAND
(with Florida Modifications)

Issued by

First American Title Insurance Company

Attached to Policy No.: 50140212-0205844e File No.: 13631-0089

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The Company insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B.
   (a) Present violations on the land of any enforceable covenants, conditions or restrictions.
   (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
   (c) Any encroachment onto the land of existing improvements located on adjoining land.
   (d) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.
As used in paragraph 1(a), the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

The failure to expressly except any matter delineated in paragraphs 1(a),(b) or (d) of this endorsement constitutes the Company's agreement to indemnify against loss or damage resulting from any matters delineated in paragraphs 1(a),(b) or (d) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

This endorsement shall not be valid or binding unless countersigned by a duly authorized officer or agent of the Company.

Date: March 4, 2025

[Shuffield, Lowman & Wilson, P.A.]

By: _____
Authorized Signatory]

DISCLOSURE OF OWNERSHIP INTERESTS - PROPERTY

(TO BE COMPLETED AND EXECUTED BY THE PROPERTY OWNER(S) FOR EACH APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT OR DEVELOPMENT ORDER)

TO: CITY OF PALATKA PLANNING DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
CITY OF PALATKA

BEFORE ME, the undersigned authority, this day personally appeared **Sarah Wicker**, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the ☐ individual or ☒ Vice President of Forestar (USA) Real Estate Group Inc. that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment, Rezoning or Development Order approval with the City of Palatka.

2. Affiant's address is: Forestar (USA) Real Estate Group Inc.
   14785 Old St. Augustine Rd, Suite 300
   Jacksonville, FL 32258

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the City of Palatka policy and will be relied upon by the City of Palatka in its review of application for Comprehensive Plan amendment, Rezoning or Development Order approval affecting the Property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.

5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment, Rezoning or Development Order approval.

6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Sarah Wicker ,Affiant

(Print Affiant Name)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
CITY OF JACKSONVILLE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 8th day of May, 2025 by *Sarah Wicker (name of person acknowledging).* He/she is personally known to me or has produced _____ __ *(type of identification)* as identification and did/did not take an oath *(circle correct response).*

Heather Brady
(Name - type, stamp or print clearly)

Heather Brady
(Signature)

My Commission Expires on: 06/13/2027

NOTARY'S SEAL OR STAMP



EXHIBIT"A" PROPERTY

Parcel # 10-10-26-0000-0020-0060 – 105 Cattle Crossing, Palatka, FL

Parcel # 10-10-26-0000-0130-0010 – 185 Cattle Crossing, Palatka, FL

FORESTAR

May 28, 2025

Mr. Lorenzo Aghemo
Planning Director
City of Palatka
201 N. 2nd St.
Palatka, FL 32177

RE: McLaury Cove Townhomes Phase 1 Final Plat Application Submittal

Dear Mr. Aghemo:

This letter is to formally request a final plat review for the proposed McLaury Cove Townhome Phase 1 Planned Unit Development (PUD). This phase contains 100 townhome lots. The proposed development is located south of Saint Johns Avenue east of McLaury Drive. The subject properties (PIN 10-10-26-0000-0200-0060 and part of 10-10-26-0000-0130-0010) combined are 11.37 acres located within the City of Palatka.

We will be following this Phase 1 plat submittal with the submittal for the final plat for Phase 2 shortly.

Should you need additional information, please do not hesitate to reach out.

In Appreciation,
FORESTAR (USA) REAL ESTATE GROUP INC.

Heather Brady
Forward Planner

14785 Old St. Augustine Rd., #300 | Jacksonville, Florida 32258 | 904-899-5948 | www.forestar.com

Eiland & Associates, Inc.
615 Blanding Blvd. Orange Park, Florida 32073-5058
Phone (904) 272-1000 Fax (904) 272-5443

Memo

To: **City of Palatka**

From: **Harold Eiland**

CC:

Date: July 9, 2025

Re: **McLaury Cove Townhomes**

Gentelmen;

This is to certify that I have reviewed the plat of McLaury Cove Townhomes and have affixed my signature and seal thereto this 9th day of July, 2025.

STAFF

Harold Eiland, LS 2518
Eric Eiland, LS 5898
Tracy Eiland, Secretary
Mike Blache, Platting
Anthony Ricci, LS 5855
Perry Powell, LS 6302

McLaury Cove Ph 1 Townhome Project Narrative:

The proposed development is located south of Saint Johns Avenue east of McLaury Drive. The McLaury Cove Phase 1 subject properties (PIN 10-10-26-0000-0200-0060 and part of 10-10-26-0000-0130-0010) combined are 11.37 acres located within the City of Palatka. The phase 1 plat is 100 townhome units.

The McLaury Cove PUD will be developed in two (2) phases. Construction has commenced per the City approved construction plans.

MCLAURY COVE TOWNHOMES PHASE 1

BEING A PORTION OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST,
CITY OF PALATKA, PUTNAM COUNTY, FLORIDA.

PLAT BOOK ____ PAGE ____

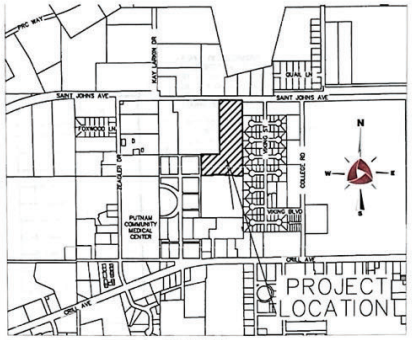
SHEET 1 OF 6

LEGAL DESCRIPTION PHASE ONE

A PORTION OF THE NORTHWEST 1/4 OF SECTION SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE, (A 66-FOOT RIGHT OF WAY IN THIS AREA), WITH THE EASTERLY LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 10; THENCE S00°27'30"E, ALONG SAID EASTERLY LINE OF THE NE 1/4 OF THE NW 1/4 OF SECTION 10 AND ALONG THE WESTERLY LINE OF WEBB'S VIKING MANOR ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 5, PAGE 78 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, A DISTANCE OF 845.48 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF SAID NE 1/4 OF THE NW 1/4 OF SECTION 10; THENCE S00°27'25"E, CONTINUING ALONG SAID WESTERLY LINE OF WEBB'S VIKING MANOR, A DISTANCE OF 312.11 FEET; THENCE S89°19'03"W, 112.74 FEET; THENCE N78°50'48"W, 61.30 FEET; THENCE S89°19'03"W, 117.65 FEET TO THE ARC OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 25.23 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N66°37'50"W, 24.49 FEET TO THE POINT OF TANGENCY; THENCE S89°16'32"W, 141.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 28.36 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S62°11'41"W, 27.32 FEET; THENCE S89°19'03"W, 185.50 FEET TO THE WESTERLY BOUNDARY OF THE SE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 10; THENCE N00°30'18"W, ALONG LAST SAID LINE, 302.47 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1513, PAGE 280 OF SAID OFFICIAL PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA; THENCE N89°20'56"E, ALONG LAST SAID LINE, 313.91 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1513, PAGE 280; THENCE N00°27'40"W, ALONG LAST SAID LINE, 844.61 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE; THENCE N89°12'19"E, ALONG LAST SAID LINE, 350.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.37 ACRES, MORE OR LESS



VICINITY MAP
SCALE: 1"=1000'

GENERAL NOTES:

4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF MCLAURY DRIVE AS N 00°32'26" W (ASSUMED), PER BOUNDARY PERFORMED BY STEPHEN SPEAKS "PSM CERTIFICATION NO. 6543" ON MAY 20, 2025 MONUMENTATION SHOWN HEREON WAS RECOVERED BY ALLIANT UNLESS OTHERWISE NOTED.
6. LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "X" AS DEPICTED ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY NUMBER PANEL NO. 12107C0190C AND 12107C0129JC, EFFECTIVE DATE 2/2/2012.
7. DO NOT USE THIS PLAT FOR FLOOD ZONE DETERMINATIONS. FLOOD INSURANCE RATE MAP INFORMATION IS SUBJECT TO CHANGE, USE THE CURRENT APPROVED F.I.R.M. FOR COMMUNITY PANEL NUMBER AND FLOOD ZONE DETERMINATIONS.
8. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.
9. ALL EASEMENTS AS SHOWN ON THIS PLAT SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR MAINTENANCE OF SAID EASEMENTS TO A PROPERTY OWNERS ASSOCIATION OR OTHER SUCH ENTITY OR PERSON AS WILL ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THE PLAT.
10. ALL LINES ARE CONSIDERED RADIAL UNLESS OTHERWISE NOTED.
11. SECTION LINES AND QUARTER SECTION LINES, IF SHOWN HEREON, ARE GRAPHIC REPRESENTATIONS ONLY AND DO NOT REFLECT FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.
12. ALL DIMENSIONS ARE IN U.S. FEET AND DECIMAL PARTS THEREOF.
13. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
14. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE AND UNDISTURBED EXCEPT FOR THE REMOVAL OF INVASIVE VEGETATION, INSTALLATION OF ESSENTIAL UTILITIES AND PERMITTED TRAIL CROSSINGS.
15. BOUNDARY SHOWN HEREON WAS PERFORMED BY STEPHEN SPEAKS "PSM CERTIFICATION NO. 6543" ON MAY 20, 2025 MONUMENTATION SHOWN HEREON WAS RECOVERED BY ALLIANT UNLESS OTHERWISE NOTED.
16. TOTAL NUMBER OF LOTS & TRACTS: 100 LOTS, 6 TRACTS.
17. TOTAL ACREAGE: 11.37 ACRES +/-

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, AND THE PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF PART 1, CHAPTER 177, OF THE FLORIDA STATUTES.

SIGNED AND SEALED 7th DAY OF July A.D. 2025.

CLAYTON A. WALLEY
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTERED SURVEYOR NO. LS 7209

CLAYTON A. WALLEY License Number 7209 STATE OF FLORIDA Professional Surveyor and Mapper

CITY OF PALATKA SURVEYORS CERTIFICATE OF REVIEW:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING FOR THE CITY OF PALATKA, FLORIDA.

SIGNED THIS 9th DAY OF July, 2025.

HAROLD T. WETLAND
FLORIDA CERTIFICATE NUMBER #2518
ELAND AND ASSOCIATES, INC., LB 1381
615 BLANDING BOULEVARD
ORANGE PARK, FLORIDA 32073

OWNERS DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS, THAT FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION, HAVE CAUSED SAID LANDS TO BE SURVEYED, LAID OUT AND PLATTED, AND TO BE KNOWN AS MCLAURY COVE TOWNHOMES PHASE 1, AND DO HEREBY DEDICATE SAID LAND AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED. NO PART OF SAID LANDS IS DEDICATED TO THE PUBLIC EXCEPT AS NOTED.

ALL RIGHTS-OF-WAY AS SHOWN HEREON ARE HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

TRACTS "A" AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, AS STORMWATER MANAGEMENT/DRAINAGE PURPOSES (SWMF), AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO CITY OF PALATKA, FLORIDA. THE CITY OF PALATKA, FLORIDA SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM ENCOMPASSED BY THIS PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC STREETS, INCLUDING THE RIGHT TO UTILIZE FOR PROPER PURPOSES ANY AND ALL DRAINAGE, LAKE MAINTENANCE, AND LAKE MAINTENANCE ADVANCED ENVIRO-SEPTIC ASSOCIATED WITH SAID DRAINAGE SYSTEM.

TRACT "C" (RECREATION/OPEN SPACE), AS SHOWN HEREON, IS DEDICATED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, FOR RECREATION/OPEN SPACE AND RELATED PURPOSES, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO CITY OF PALATKA, FLORIDA.

TRACTS "B," "E" AND "F" (OPEN SPACE), AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE PURPOSES, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO CITY OF PALATKA, FLORIDA.

TRACT "D" (LIFT STATION), AS SHOWN HEREON, IS HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION FOR INSTALLATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, IT'S SUCCESSORS AND ASSIGNS.

AN EASEMENT IS GRANTED OVER ALL COMMON AREAS SHOWN ON THE PLAT AS PRIVATE STREETS, FOR EMERGENCY ACCESS FOR FIRE AND POLICE PROTECTION AND ACCESS TO ALL GOVERNMENTAL AGENCIES FOR THE PURPOSE OF CONDUCTING OFFICIAL BUSINESS.

DRAINAGE EASEMENTS (SOME OF WHICH ARE DESIGNATED TO BE UNOBSTRUCTED), ADVANCED ENVIRO-SEPTIC AND UTILITY EASEMENTS (IN VARIOUS COMBINATIONS) SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALATKA, FLORIDA, WHICH HAS NO MAINTENANCE OBLIGATION OR OBLIGATION TO RESTORE FUNCTIONALITY WITHIN THE DRAINAGE EASEMENTS BUT HAS ACCESS RIGHTS.

ALL PRIVATE ROADS ARE FOR THE USE OF THE OWNERS OF THE LOTS, THEIR SUCCESSORS AND ASSIGNS, THEIR GUESTS, AND FOR ACCESS BY MUNICIPAL SERVICES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

ALL PRIVATE RIGHT-OF-WAYS ARE FOR USE AS UTILITY EASEMENTS AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

A UTILITY AND ACCESS EASEMENT IS DEDICATED TO THE CITY OF PALATKA, FLORIDA OVER ALL PRIVATE RIGHTS-OF-WAY.

IN WITNESS WHEREOF, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, BY AND THROUGH ITS AUTHORIZED REPRESENTATIVE, HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS CAPACITY AND WITH ITS AUTHORITY, AS AUTHORIZED REPRESENTATIVE OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, AS ESTABLISHED BY WRITTEN ACTION OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THIS 10th DAY OF July, 2025.

BY: Sarah Wicker
SARAH WICKER
VICE PRESIDENT

WITNESS
PRINTED NAME

OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

WITNESS
Shilene B. Estes
PRINTED NAME

STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X (PHYSICAL PRESENCE), OR ____ (ONLINE NOTARIZATION) THIS 10th DAY OF July, 2025, BY Sarah Wicker ON BEHALF OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, BEING KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC, STATE OF FLORIDA

PERSONALLY KNOWN X OR PRODUCED IDENTIFICATION ____

TYPE OF IDENTIFICATION PRODUCED ____

Heather Brady
PRINT NAME

COMMISSION NO.: HH 391647

COMMISSION EXPIRES: 06/13/2027

Notary Public State of Florida Heather Brady My Commission HH 391647 Expires 6/13/2027

CERTIFICATE OF THE CLERK OF THE CIRCUIT COURT:

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA ON THIS ____ DAY OF ____, 2025, IN MAP BOOK ____, PAGE(S) ____

BY: ____
CLERK OF THE CIRCUIT COURT

PRINT: ____

CERTIFICATE OF APPROVAL BY THE PALATKA CITY COMMISSIONERS::

THIS IS TO CERTIFY THAT ON THIS ____ DAY OF ____, 2025 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COMMISSIONERS OF PALATKA, FLORIDA. THIS APPROVAL SHALL NOT BE DEEMED AS REQUIRING PALATKA, FLORIDA TO PROVIDE FOR CONSTRUCTION OR MAINTENANCE OF ANY PART OF SAID SUBDIVISION.

BY: ____
MAYOR, CITY OF PALATKA

PRINT: ____

PALATKA PLANNING BOARD APPROVAL:

THIS CERTIFIED THAT THIS PLAT WAS PRESENTED TO PLANNING BOARD OF PALATKA, FLORIDA AND IS APPROVED AND ACCEPTED FOR RECORD THIS ____ DAY OF ____, 2025.

BY: ____
PLANNING BOARD CHAIRMAN

PRINT: ____

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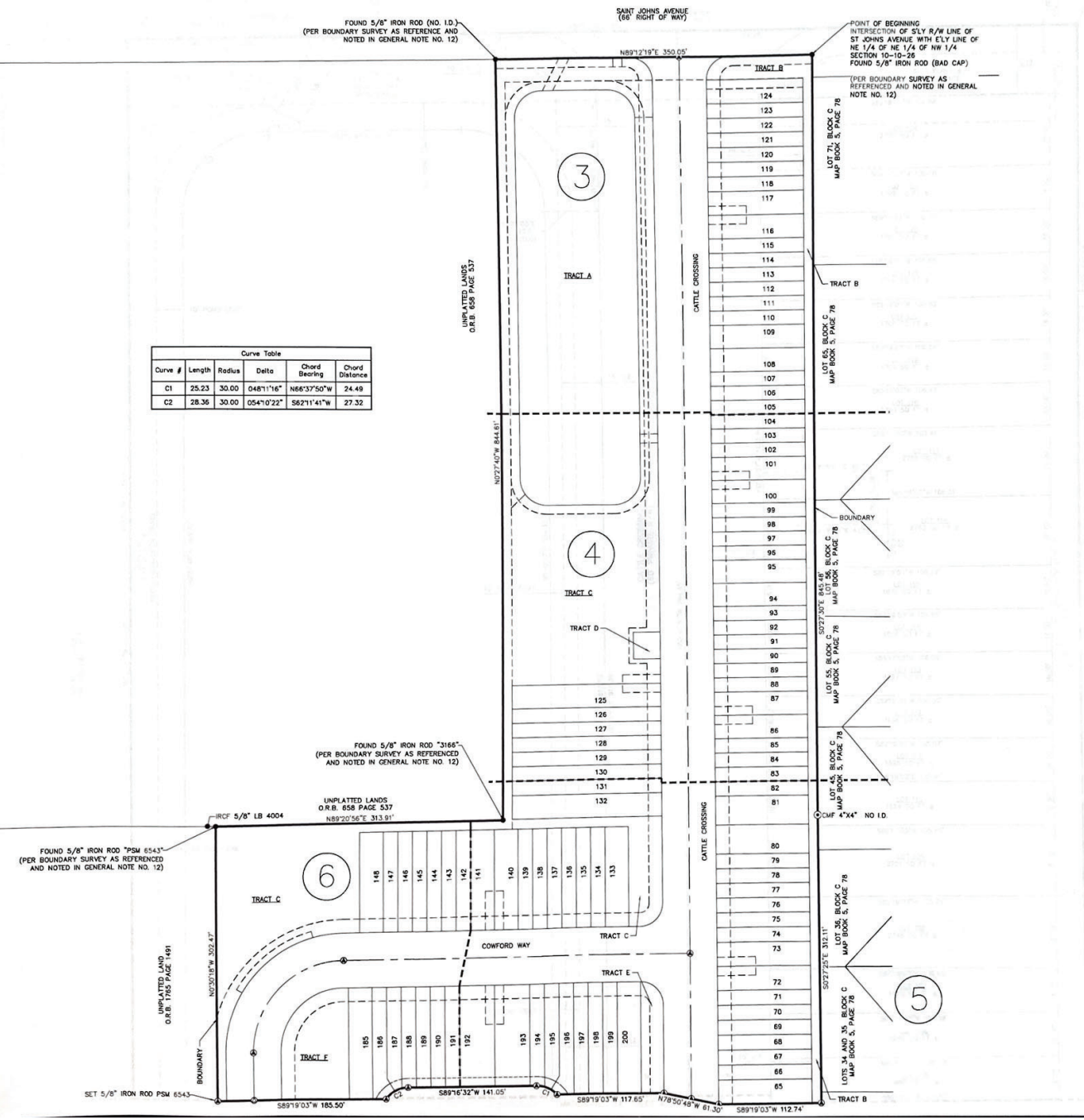
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MCLAURY COVE TOWNHOMES PHASE 1

BEING A PORTION OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST,
CITY OF PALATKA, PUTNAM COUNTY, FLORIDA.

PLAT BOOK PAGE

KEY MAP



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	25.23	30.00	048°11'16"	N66°37'50"W	24.49
C2	28.36	30.00	054°10'22"	S62°11'41"W	27.32

LEGEND

○	TO BE SET 4"X4" CONCRETE MONUMENT ALLIANT P.R.M. LB8289
●	FOUND P.R.M.
△	TO BE SET ALLIANT P.C.P. LB8289
▲	SET 5/8" IRON ROD PSM 6543
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
D.E.	DRAINAGE EASEMENT
D.A.E.	DRAINAGE AND ACCESS EASEMENT
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
IRCF	IRON ROD CAP FOUND
S.W.M.F.	STORM WATER MANAGEMENT FACILITY
CMF	CONCRETE MONUMENT FOUND
(NR)	NON-RADIAL
M.B.	MAP BOOK
(#)	SHEET REFERENCE NUMBER
--------	MATCHLINE
P.D.E.	POND DRAINAGE EASEMENT
P.D.A.E.	POND DRAINAGE AND ACCESS EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
U.E.	UTILITY EASEMENT
U.F.D.E.	UNOBSTRUCTED FIRE DEPARTMENT EASEMENT
SQ FT	SQUARE FEET
E.A.	EMERGENCY ACCESS
R	RADIUS
TLO	TIE LINE ONLY
RP	RADIUS POINT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
L.B.	LANDSCAPE BUFFER
C.E.C.	CLAY ELECTRIC COOPERATIVE
ESMT	EASEMENT

GRAPHIC SCALE

N

0 30 60 120

SCALE IN FEET

"MAP IS INTENDED TO BE PRINTED ON 24X36" 1" = 60'

WETLANDS

UPLAND BUFFER

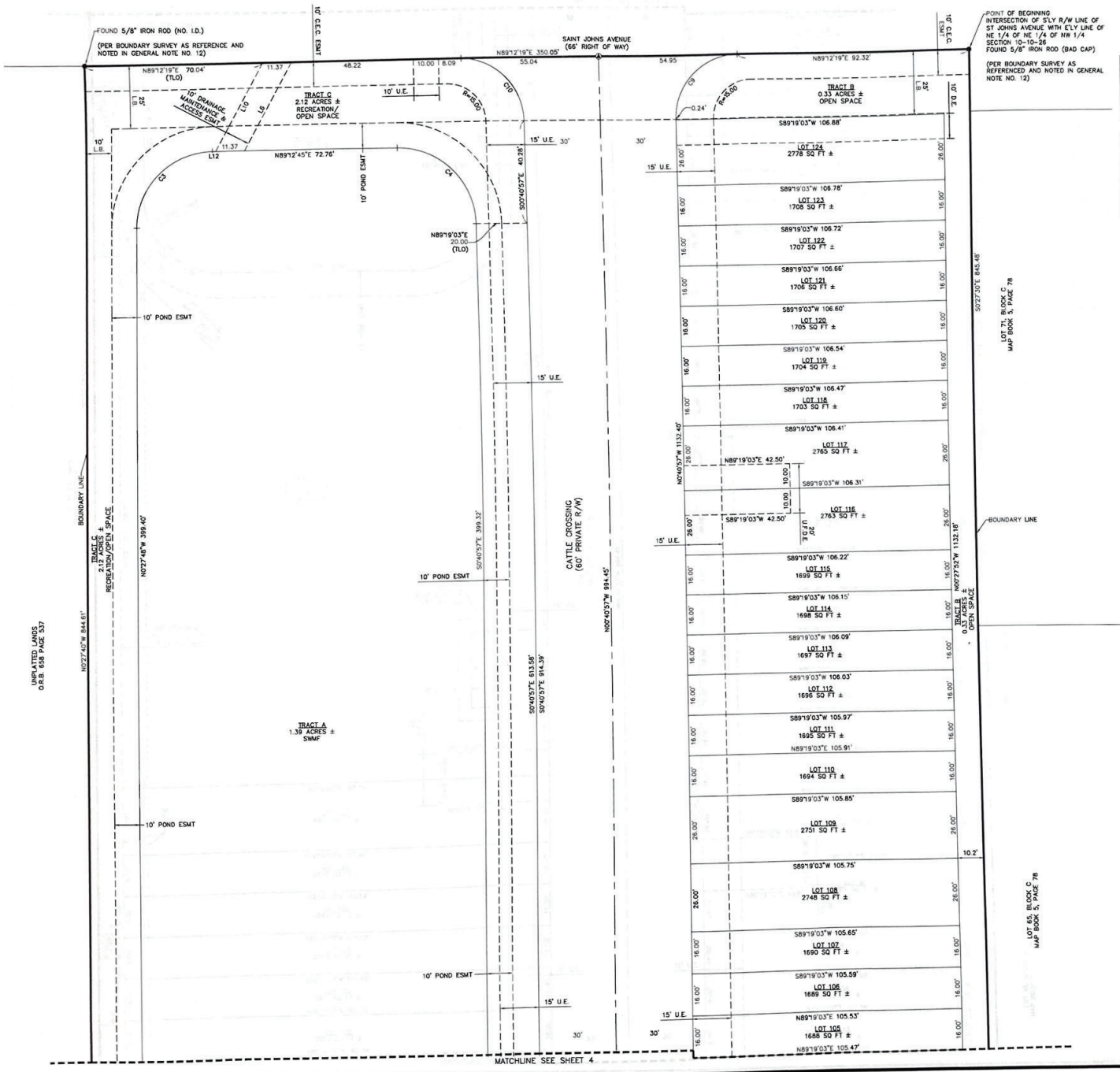
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MCLAURY COVE TOWNHOMES PHASE 1

BEING A PORTION OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST,
CITY OF PALATKA, PUTNAM COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 3 OF 6



Line Table		
Line #	Length	Direction
L6	39.78	N27°39'04"E
L10	39.78	N27°39'04"E
L12	1.31	S89°12'45"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C3	47.06	30.00	089°52'54"	N44°28'03"E	42.38
C4	47.52	30.00	090°44'59"	S45°36'30"E	42.70
C9	39.22	25.00	089°52'54"	S44°15'30"W	35.32
C10	38.48	25.00	088°11'42"	N44°46'44"W	34.79

LEGEND

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●	FOUND P.R.M.
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▲	SET 5/8" IRON ROD PSM 6543
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P.C.P.	PERMANENT CONTROL POINT
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D.A.E.	DRAINAGE AND ACCESS EASEMENT
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
IRCF	IRON ROD CAP FOUND
S.W.M.F.	STORM WATER MANAGEMENT FACILITY
CMF	CONCRETE MONUMENT FOUND
(NR)	NON-RADIAL
M.B.	MAP BOOK
ⓕ	SHEET REFERENCE NUMBER
-------	MATCHLINE
P.D.E.	POND DRAINAGE EASEMENT
P.D.A.E.	POND DRAINAGE AND ACCESS EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
U.E.	UTILITY EASEMENT
U.F.D.E.	UNOBSTRUCTED FIRE DEPARTMENT EASEMENT
SQ FT	SQUARE FEET
E.A.	EMERGENCY ACCESS
R	RADIUS
TLO	TIE LINE ONLY
RP	RADIUS POINT
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
L.B.	LANDSCAPE BUFFER
C.E.C.	CLAY ELECTRIC COOPERATIVE
ESMT	EASEMENT

WETLANDS

UPLAND BUFFER

GRAPHIC SCALE

0 10 20 40

SCALE IN FEET

"MAP IS INTENDED TO BE PRINTED ON 24X36" 1" = 20'

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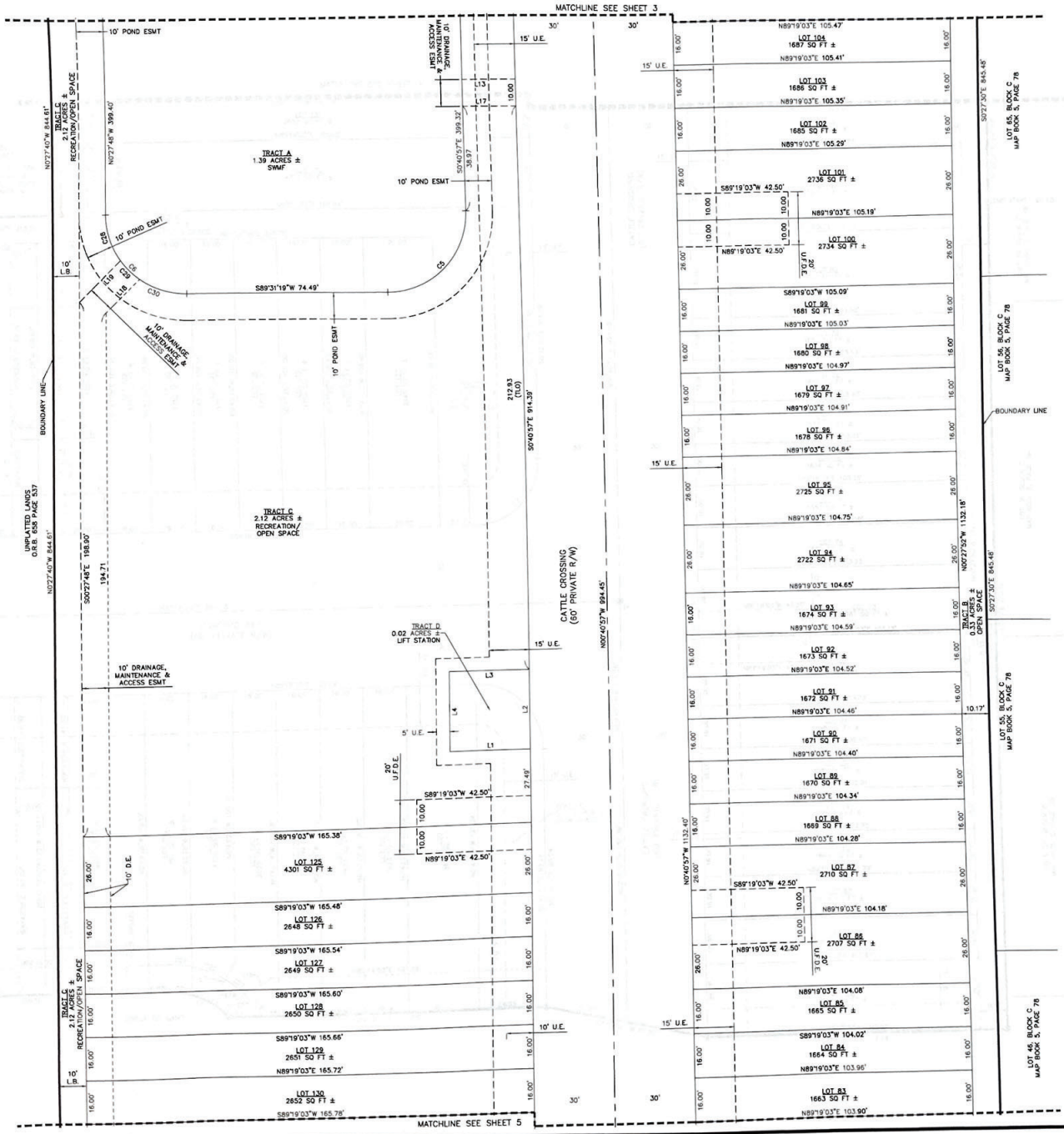
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MCLAURY COVE TOWNHOMES PHASE 1

BEING A PORTION OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST,
CITY OF PALATKA, PUTNAM COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 4 OF 6



Line Table		
Line #	Length	Direction
L1	30.00	S89°19'03"W
L2	30.00	S00°40'57"E
L3	30.00	N89°19'03"E
L4	30.00	N00°40'57"W
L13	20.00	N89°21'02"E
L17	20.00	N89°21'02"E
L18	17.71	S44°36'44"W
L19	21.88	S44°36'44"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C5	47.47	30.00	090°39'30"	S44°11'51"W	42.67
C6	47.13	30.00	090°00'34"	N45°28'41"W	42.43
C28	18.44	30.00	035°12'45"	S18°04'47"E	18.15
C29	10.05	30.00	019°11'17"	S45°16'48"E	10.00
C30	18.64	30.00	035°36'31"	S72°40'42"E	18.35

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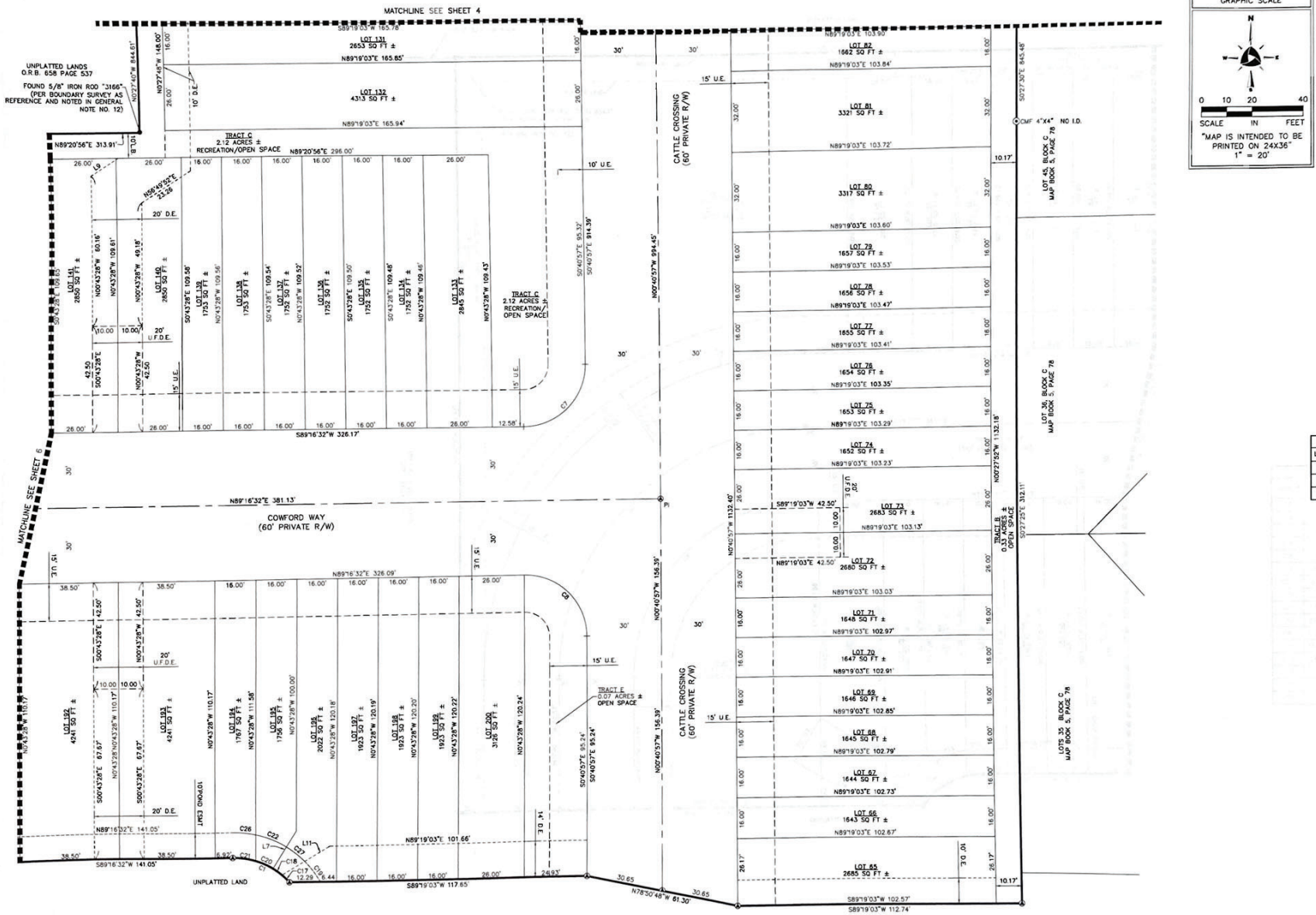
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BEING A PORTION OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST,
CITY OF PALATKA, PUTNAM COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 5 OF 6



LEGEND

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ESMT	EASEMENT

WETLANDS

UPLAND BUFFI

Line Table		
Line #	Length	Direction
L7	17.36	S31°21'55"W
L9	12.96	N56°49'52"E
L11	21.98	S58°54'09"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	25.23	30.00	048°11'16"	N66°37'50"W	24.49
C7	39.25	25.00	089°57'30"	S44°17'48"W	35.34
C8	39.29	25.00	090°02'30"	S45°42'12"E	35.37
C17	4.13	30.00	007°52'47"	N46°28'35"W	4.12
C18	4.39	30.00	008°23'23"	N54°36'40"W	4.38
C19	10.30	40.00	014°45'31"	N38°05'24"W	10.27
C20	7.49	30.00	014°17'50"	N65°57'16"W	7.47
C21	9.23	30.00	017°37'16"	N81°54'50"W	61.69
C22	13.15	40.00	018°50'05"	N68°11'02"W	13.09
C26	9.16	40.00	013°07'24"	N84°09'46"W	9.14
C27	9.28	40.00	013°17'50"	N52°07'04"W	9.26

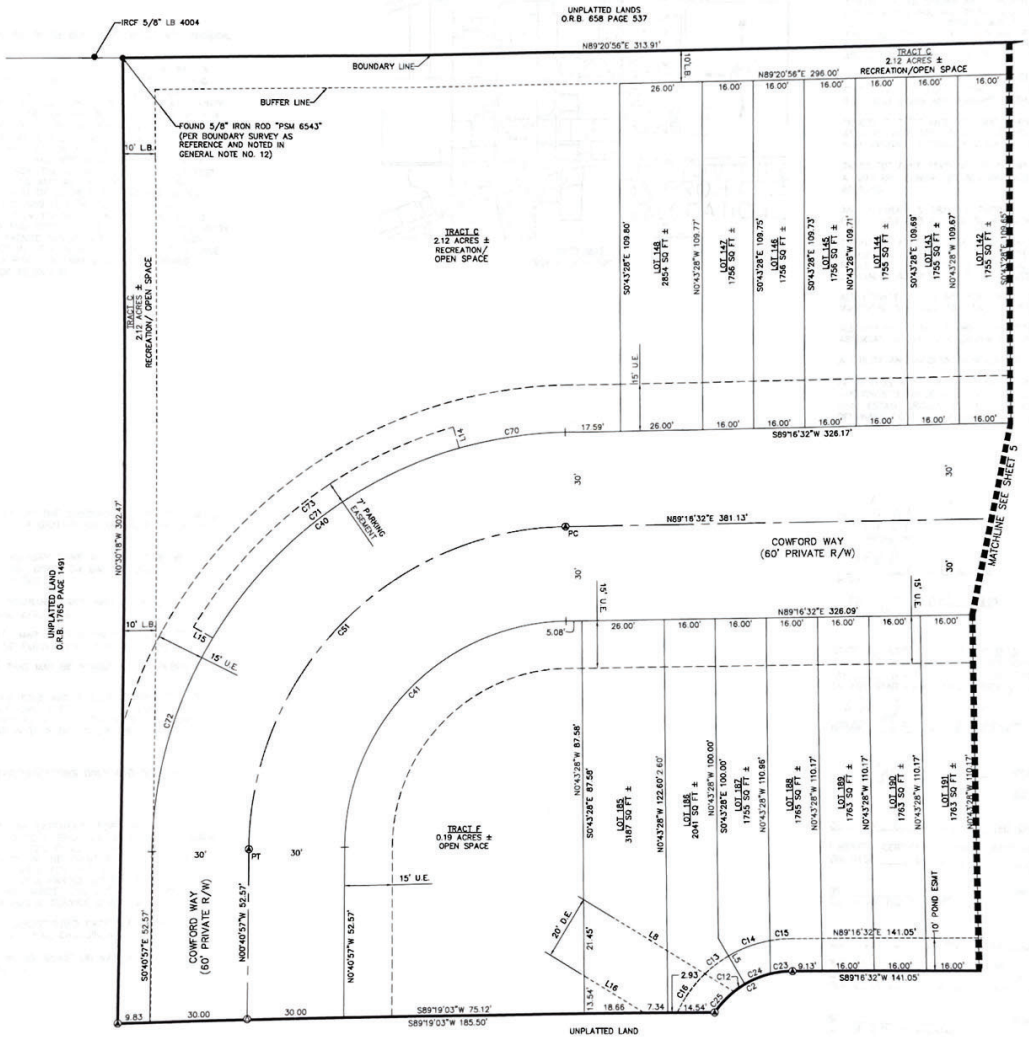
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PLAT BOOK PAGE

SHEET 6 OF 6



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P.I.	POINT OF INTERSECTION
L.B.	LANDSCAPE BUFFER
C.E.C.	CLAY ELECTRIC COOPERATIVE
ESMT	EASEMENT

WETLANDS

UPLAND BUFFER

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C2	28.36	30.00	054°10'22"	S82°11'41"W	27.32
C12	4.10	30.00	007°50'05"	S55°45'50"W	4.10
C13	9.20	40.00	013°10'31"	S53°03'27"W	9.18
C14	13.79	40.00	019°44'53"	S89°31'09"W	13.72
C15	6.90	40.00	009°52'57"	S84°20'04"W	6.89
C16	14.75	40.00	021°07'58"	S35°54'12"W	14.67
C23	6.93	30.00	013°14'05"	S82°39'49"W	6.91
C24	8.57	30.00	016°21'54"	S67°51'50"W	8.54
C25	12.87	30.00	024°34'23"	S47°23'41"W	12.77
C40	204.11	130.00	089°57'30"	S44°17'48"W	183.78
C41	109.90	70.00	089°57'30"	N44°17'48"E	98.96
C51	157.01	100.00	089°57'30"	S44°17'48"W	141.37
C70	34.10	130.00	015°01'40"	S81°45'42"W	34.00
C71	100.19	130.00	044°09'27"	S52°10'09"W	97.73
C72	69.82	130.00	030°46'23"	S14°42'14"W	68.99
C73	105.58	137.00	044°09'27"	S52°10'09"W	102.99

Line Table		
Line #	Length	Direction
L5	16.22	S30°28'40"E
L8	54.79	N59°03'30"W
L14	7.00	S15°45'07"E
L15	7.00	N59°54'34"W
L16	21.92	N59°03'30"W

GRAPHIC SCALE

0 10 20 40

SCALE IN FEET

"MAP IS INTENDED TO BE PRINTED ON 24X36" 1" = 20'

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904.240.1351 MAIN
www.alliant-inc.com
LB 8289

RESOLUTION NO. 2025-R-116

A RESOLUTION OF THE CITY OF PALATKA, AUTHORIZING ACCEPTANCE OF THE FINAL PLAT FOR SUBDIVISION OF THE MCLAURY COVE TOWNHOMES PHASE 1, ,PALATKA, 6201 ST. JOHNS AVENUE AND 0 MCLAURY DRIVE FLORIDA, PARCEL NO. 10-10-26-0000-0130-0010 AND 10-10-26-0000-0200-0060, AND AUTHORIZING ALL REQUIRED SIGNATURES ON BEHALF OF THE CITY OF PALATKA; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, application has been made by Forestar (USA) Real Estate Group Inc. for a final plat for Phase 1 of the McLaury Cove Townhomes Planned Unit Development to create one hundred (100) lots;

WHEREAS, there has been filed with the City Clerk of the City of Palatka, Florida, and there is now submitted to the Palatka City Commission, a plat of the following described real estate situated within the corporate boundaries of the city of Palatka, Putnam County, Florida, to-wit:

6201 St. Johns Avenue and 0 McLaury Drive, Palatka, Florida; Putnam County Parcel Numbers 10-10-26-0000-0130-0010 AND 10-10-26-0000-0200-0060

THE LAND REFERRED TO HEREIN BELOW BEING A PORTION OF GOVERNMENT SECTION 10. TOWNSHIP 10 SOUTH. RANGE 26 EAST, PUTNAM COUNTY. FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE (A 66 FOOT RIGHT-OF-WAY); THENCE. S 00°27'55" E, 845.31 FEET ALONG THE WESTERLY BOUNDARY LINE OF WEBB'S VIKING MANOR. MAP BOOK 5, PAGE 78. OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA; THENCE. CONTINUING ALONG SAID WESTERLY BOUNDARY LINE, S 00°26'59" E, 312.11 FEET; THENCE. S 89°19'03" W, 112.74 FEET.THENCE, N 78°50'48" W. 61.30 FEET; THENCE. S 89°19'03" W, 117.65 FEET; TO A POINTOF CURVATURE CONCAVE SOUTHERLY. HAVING A RADIUS OF 30.00 FEET. A CENTRAL ANGLE OF 48°11'16" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 66°07'50" W, 24.49 FEET; THENCE. NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 25.23 FEET; THENCE. S 89°16'32" W, 141.05 FEET TO A POINT OF CURVATURE CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 54°09'43" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 62°11'41" W, 27.31 FEET; THENCE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARCLENGTH OF 28.36 FEET; THENCE, S 89°19'02" W, 185.58 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MCLAURY DRIVE (A 50 FOOT RIGHT-OF-WAY); THENCE, N,00°30'18" W. 302.31 FEET; THENCE, N 89°18'02" E, 314.08 FEET; THENCE, N 00°27'48"W, 844.37 FEET. RETURNING TO SAID SOUTHERLY RIGHT-OF-WAY OF SAINT JOHNS AVENUE; THENCE. N 89°12'45" E, 349.93 FEET TO THE POINT OF BEGINNING.

(See Exhibit "A" which is attached hereto and made a part of this Resolution); and

WHEREAS, said plat lays out and subdivides the above-described tract of real estate into one hundred (100) lots within the present corporate limits of the City of Palatka; and

WHEREAS, the Palatka Planning Board held public hearings on August 5, 2025 and recommended Approval of the Plat to the City Commission, and it has been examined by Surveyor Harold T. Eland, and

WHEREAS, the City Commission of the City of Palatka, Florida finds that said plat fully complies with the statutes of the State of Florida and the ordinances of the City of Palatka, relative to plats, additions and subdivisions within the corporate limits of the City of Palatka, Florida.
NOW THEREFORE, be it resolved by the City Commission of the City of Palatka as follows:

1. said plat named and designated as McLaury Cove Townhomes Phase 1, be and the same is hereby approved and accepted by the City Commission of the City of Palatka, Florida, subject to the filing of required certificates, execution by all parties as required, and subject to completion of final inspection requirement
2. the Mayor, City Clerk and Chair of the Palatka Planning Board are hereby authorized to place their signatures and the Seal of the City of Palatka upon the plat to certify upon said Plat the examination, consent, approval and acceptance of the same by the City Commission of the City of Palatka in order that said Plat may be recorded in the Public Records of Putnam County, Florida at the Office of the Putnam County Clerk of Courts; and upon such certification and recording the dedication of public streets, as well as the granting and vacating of easements, all as provided for in the Subdivision Documents, shall be accepted and approved; and

3. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which of not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

ATTEST: **CITY OF PALATKA**

BY:_____
Its Mayor

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

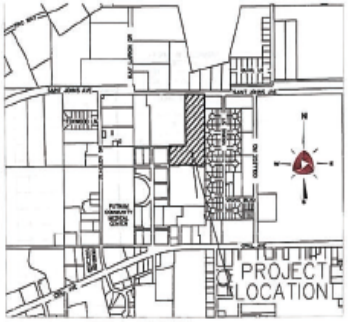
_____
CITY ATTORNEY

MCLAURY COVE TOWNHOMES PHASE 1

BEING A PORTION OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST,
CITY OF PALATKA, PUTNAM COUNTY, FLORIDA.

PLAT BOOK PAGE

SHEET 1 OF 8



VICINITY MAP
SCALE: 1"=1000'

LEGAL DESCRIPTION PHASE ONE

A PORTION OF THE NORTHWEST 1/4 OF SECTION SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE, (A 66-FOOT RIGHT OF WAY IN THIS AREA), WITH THE EASTERLY LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 10; THENCE S30°27'30"E, ALONG SAID EASTERLY LINE OF THE NE 1/4 OF THE NW 1/4 OF SECTION 10 AND ALONG THE WESTERLY LINE OF WEBB'S VIKING MANOR ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 78 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, A DISTANCE OF 840.48 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTH 1/3 OF THE SE 1/4 OF SAID NE 1/4 OF THE NW 1/4 OF SECTION 10; THENCE S60°27'25"E, CONTINUING ALONG SAID WESTERLY LINE OF WEBB'S VIKING MANOR, A DISTANCE OF 312.11 FEET; THENCE S89°19'03"W, 112.74 FEET; THENCE N78°50'48"W, 61.30 FEET; THENCE S89°19'03"W, 117.65 FEET TO THE ARC OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 25.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N66°33'50"W, 24.49 FEET TO THE POINT OF TANGENCY; THENCE S89°16'32"W, 141.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET AND AN ARC LENGTH OF 28.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S62°11'41"W, 27.32 FEET; THENCE S89°19'03"W, 185.50 FEET TO THE WESTERLY BOUNDARY OF THE SE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 10; THENCE N00°30'18"W, ALONG LAST SAID LINE, 302.47 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1913, PAGE 289 OF SAID OFFICIAL PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA; THENCE N89°20'35"E, ALONG LAST SAID LINE, 313.81 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1913, PAGE 289; THENCE N00°27'48"W, ALONG LAST SAID LINE, 844.61 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE; THENCE N89°12'19"E, ALONG LAST SAID LINE, 350.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.37 ACRES, MORE OR LESS

GENERAL NOTES:

4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF MCLAURY DRIVE AS N 00°32'26" W (ASSUMED), PER BOUNDARY PERFORMED BY STEPHEN SPEAKS "PSM CERTIFICATION NO. 6543" ON MAY 20, 2025. MONUMENTATION SHOWN HEREON WAS RECOVERED BY ALLIANT UNLESS OTHERWISE NOTED.
6. LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "X" AS DEPICTED ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY NUMBER PANEL NO. 12107C0180C AND 12107C0123C, EFFECTIVE DATE 2/2/2012.
7. DO NOT USE THIS PLAT FOR FLOOD ZONE DETERMINATIONS. FLOOD INSURANCE RATE MAP INFORMATION IS SUBJECT TO CHANGE. USE THE CURRENT APPROVED F.I.R.M. FOR COMMUNITY PANEL NUMBER AND FLOOD ZONE DETERMINATIONS.
8. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.
9. ALL EASEMENTS AS SHOWN ON THIS PLAT SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR MAINTENANCE OF SAID EASEMENTS TO A PROPERTY OWNERS ASSOCIATION OR OTHER SUCH ENTITY OR PERSON AS WILL ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THE PLAT.
10. ALL LINES ARE CONSIDERED RADIAL UNLESS OTHERWISE NOTED.
11. SECTION LINES AND QUARTER SECTION LINES, IF SHOWN HEREON, ARE GRAPHIC REPRESENTATIONS ONLY AND DO NOT REFLECT FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.
12. ALL DIMENSIONS ARE IN U.S. FEET AND DECIMAL PARTS THEREOF.
13. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
14. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE AND UNDISTURBED EXCEPT FOR THE REMOVAL OF INVASIVE VEGETATION, INSTALLATION OF ESSENTIAL UTILITIES AND PERMITTED TRAIL CROSSINGS.
15. BOUNDARY SHOWN HEREON WAS PERFORMED BY STEPHEN SPEAKS "PSM CERTIFICATION NO. 6543" ON MAY 20, 2025. MONUMENTATION SHOWN HEREON WAS RECOVERED BY ALLIANT UNLESS OTHERWISE NOTED.
16. TOTAL NUMBER OF LOTS & TRACTS: 100 LOTS, 6 TRACTS.
17. TOTAL ACREAGE: 11.37 ACRES +/-

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, AND THE PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF PART 1, CHAPTER 177, OF THE FLORIDA STATUTES.

SIGNED AND SEALED THIS 14th DAY OF July A.D. 2025.

CORTON A. WALLEY
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTERED SURVEYOR NO. LS 7209

CITY OF PALATKA SURVEYORS CERTIFICATE OF REVIEW:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING FOR THE CITY OF PALATKA, FLORIDA.

SIGNED THIS 24 DAY OF July 2025.

HAROLD J. HELAND
FLORIDA CERTIFICATE NUMBER #2518
ELAND AND ASSOCIATES, INC., LB 1381
615 ALANDING ROAD (PARK)
ORANGE PARK, FLORIDA 32073

OWNERS DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS, THAT FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION, HAVE CAUSED SAID LANDS TO BE SURVEYED, LAID OUT AND PLATTED, AND TO BE KNOWN AS MCLAURY COVE TOWNHOMES PHASE 1, AND DO HEREBY DEDICATE SAID LAND AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED. NO PART OF SAID LANDS IS DEDICATED TO THE PUBLIC EXCEPT AS NOTED.

ALL RIGHTS-OF-WAY AS SHOWN HEREON ARE HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

TRACTS "A" AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, AS STORMWATER MANAGEMENT/DRAINAGE PURPOSES (SWMF), AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO CITY OF PALATKA, FLORIDA. THE CITY OF PALATKA, FLORIDA SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM ENCOMPASSED BY THIS PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC STREETS, INCLUDING THE RIGHT TO UTILIZE FOR PROPER PURPOSES ANY AND ALL DRAINAGE, LAKE MAINTENANCE, AND LAKE MAINTENANCE ADVANCED ENVIRO-SEPTIC ASSOCIATED WITH SAID DRAINAGE SYSTEM.

TRACT "C" (RECREATION/OPEN SPACE), AS SHOWN HEREON, IS DEDICATED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, FOR RECREATION/OPEN SPACE AND RELATED PURPOSES, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO CITY OF PALATKA, FLORIDA.

TRACTS "B," "D" AND "E" (OPEN SPACE), AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE PURPOSES, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO CITY OF PALATKA, FLORIDA.

TRACT "F" (LIFT STATION), AS SHOWN HEREON, IS HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION FOR INSTALLATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, IT'S SUCCESSORS AND ASSIGNS.

AN EASEMENT IS GRANTED OVER ALL COMMON AREAS SHOWN ON THE PLAT AS PRIVATE STREETS, FOR EMERGENCY ACCESS FOR FIRE AND POLICE PROTECTION AND ACCESS TO ALL GOVERNMENTAL AGENCIES FOR THE PURPOSE OF CONDUCTING OFFICIAL BUSINESS.

DRAINAGE EASEMENTS (SOME OF WHICH ARE DESIGNATED TO BE UNOBSTRUCTED), ADVANCED ENVIRO-SEPTIC AND UTILITY EASEMENTS (IN VARIOUS COMBINATIONS) SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALATKA, FLORIDA, WHICH HAS NO MAINTENANCE OBLIGATION OR OBLIGATION TO RESTORE FUNCTIONALITY WITHIN THE DRAINAGE EASEMENTS BUT HAS ACCESS RIGHTS.

ALL PRIVATE ROADS ARE FOR THE USE OF THE OWNERS OF THE LOTS, THEIR SUCCESSORS AND ASSIGNS, THEIR GUESTS, AND FOR ACCESS BY MUNICIPAL SERVICES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

ALL PRIVATE RIGHT-OF-WAYS ARE FOR USE AS UTILITY EASEMENTS AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

A UTILITY AND ACCESS EASEMENT IS DEDICATED TO THE CITY OF PALATKA, FLORIDA OVER ALL PRIVATE RIGHTS-OF-WAY.

IN WITNESS WHEREOF, FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, BY AND THROUGH ITS AUTHORIZED REPRESENTATIVE, HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS CAPACITY AND WITH ITS AUTHORITY, AS AUTHORIZED REPRESENTATIVE OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, AS ESTABLISHED BY WRITTEN ACTION OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, THIS 9th DAY OF July, 2025.

BY: Sarah Wicker
SARAH WICKER
VICE PRESIDENT

OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

WITNESS
PRINTED NAME

WITNESS
Stefanie B Estes
PRINTED NAME

STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X (PHYSICAL PRESENCE) OR ___ (ONLINE NOTARIZATION) THIS 10th DAY OF July, 2025, BY Sarah Wicker ON BEHALF OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, BEING KNOWN TO ME AND DID NOT TAKE AN OATH.

NOTARY PUBLIC, STATE OF FLORIDA

PERSONALLY KNOWN X OR PRODUCED IDENTIFICATION ___

TYPE OF IDENTIFICATION PRODUCED ___

Heidi Brady
PRINT NAME

COMMISSION NO.: HH 391647

COMMISSION EXPIRES: 06/13/2027

Notary Public State of Florida
Heidi Brady
My Commission HH 391647
Expires 6/13/2027

CERTIFICATE OF THE CLERK OF THE CIRCUIT COURT:

I HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA ON THIS ___ DAY OF ___, 2025, IN MAP BOOK ___, PAGE(S) ___

BY: ___
CLERK OF THE CIRCUIT COURT

PRINT: ___

CERTIFICATE OF APPROVAL BY THE PALATKA CITY COMMISSIONERS:

THIS IS TO CERTIFY THAT ON THIS ___ DAY OF ___, 2025 THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COMMISSIONERS OF PALATKA, FLORIDA. THIS APPROVAL SHALL NOT BE DEEMED AS REQUIRING PALATKA, FLORIDA TO PROVIDE FOR CONSTRUCTION OR MAINTENANCE OF ANY PART OF SAID SUBDIVISION.

BY: ___
MAYOR, CITY OF PALATKA

PRINT: ___

PALATKA PLANNING BOARD APPROVAL

THIS CERTIFIED THAT THIS PLAT WAS PRESENTED TO PLANNING BOARD OF PALATKA, FLORIDA AND IS APPROVED AND ACCEPTED FOR RECORD THIS ___ DAY OF ___, 2025.

BY: ___
PLANNING BOARD CHAIRMAN

PRINT: ___

ALLIANT
10476 Fortune Pkwy, Suite 101
Jacksonville, FL 32256
904.240.1351 MAIN
www.alliant-inc.com
LB 8209

Exhibit A

ADOPT RESOLUTION 2025-R-120 granting a special events permit to Robin Robinson of 91.3 Hope FM for the Annual Trot for Hope Walk/Run Fundraiser for the local radio station which will be held on November 27th 2025.
Participation of this event helps keep uplifting music, prayer, and hope-filled programs on the air for our community.

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST
Robin Robinson has requested road closures of Memorial Parkway from Reid Street to the City Docks, and St. Johns Ave. from Memorial to 2nd street.

BACKGROUND
Annual Trot for Hope Walk/Run Fundraiser for the local radio station

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 as this a **Community Walk/Run** to support our local Christian radio station.

ATTACHMENTS

1.	Trot for Hope 2025 application
2.	Trot for Hope 2025_resolution

CITY of Palatka FLORIDA

Date Received: _____

Permit Classification: _____

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Robin Robinson
   Address: PO Box 502 Palatka 32178
   Email: robin@whif.org
   Phone: 386 972 3712
2. Secondary Contact: Ricky Bybee
   Address: PO BOX 502 Palatka FL 32178
   Email: ricky@whif.org
   Phone: 386 538 6376
3. Event Sponsor/Organization: 91.3 Hope FM

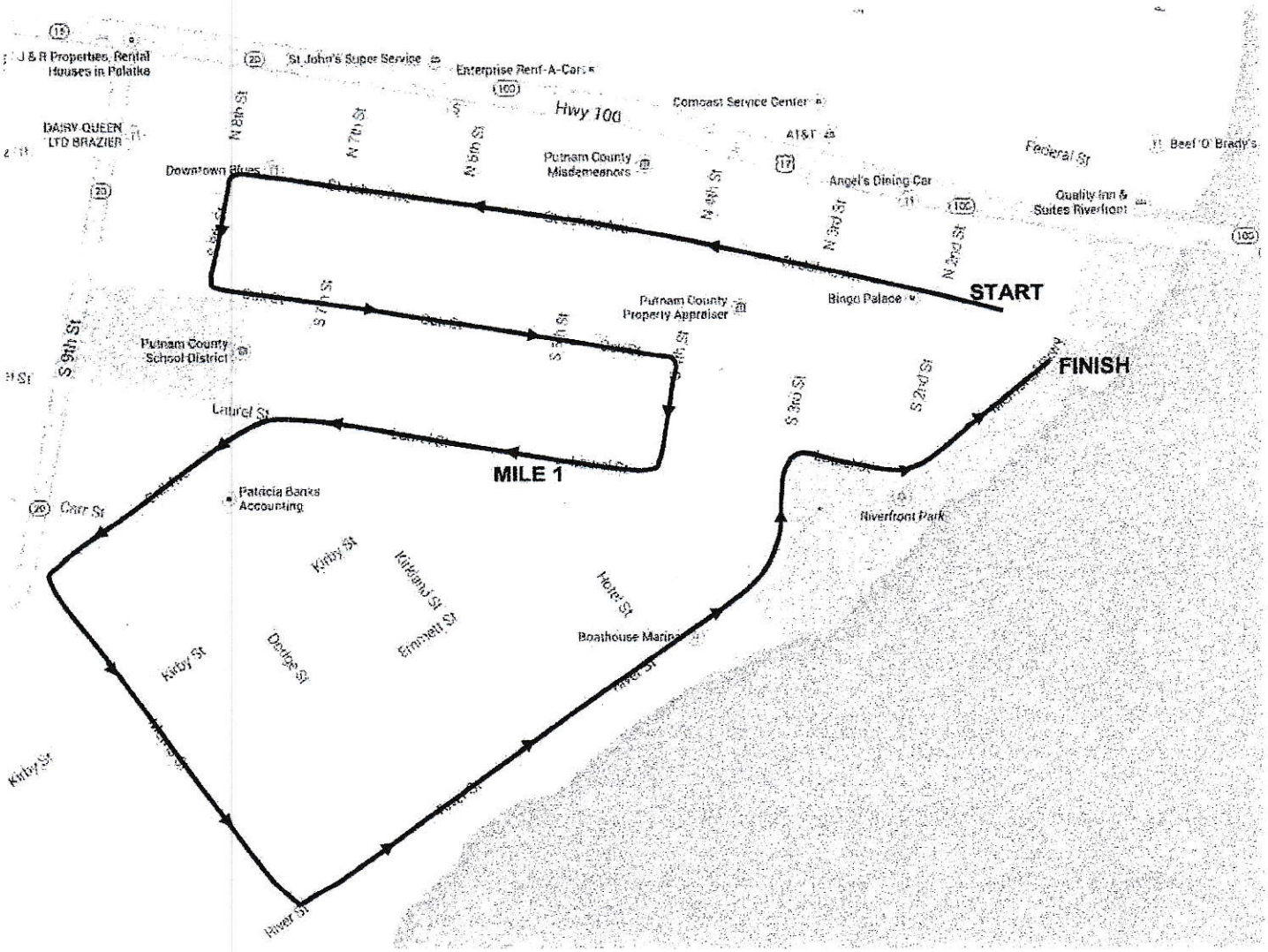
Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Trot for Hope
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):
   12th annual 2 mile walk/run fundraiser for local christian radio station
6. Event Location (911 Address): riverfront
7. Road Closures: ex. **St. Johns Avenue** from **First Street** to **Second Street** please see map

Memorial Drive	from	17	to	~~St Johns~~ City Dock area
St. Johns Ave	from	Memorial Dr.	to	2nd Str.
	from		to	
	from		to	
	from		to	
	from		to	
	from		to	
	from		to	
	from		to	

Trot For HOPE Two Mile

Palatka, FL



8. Onsite representatives during the event:

Name: Robin Robinson Cell Phone: 386 972 3712

Name: Ricky Bybee Cell Phone: 386 538 6376

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

Date(s) of Event:	Hours:	Amplified Sound:	Alcohol:	Attendance
Setup:			0	
11/27/25	7:00 to 9:00	7:00 to 10:30	__:__ to __:__	50
Event:			0	
11/27/25	9:00 to 10:30	9:00 to 10:30	__:__ to __:__	1300
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
Breakdown:				
11/27/25	10:30 to 11:30	__:__ to __:__	__:__ to __:__	

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

Past attendance & preregistration

11. Number and type of auxiliary vehicles/ equipment:

____ Watercraft ____ Aircraft 2 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.

a van

14. Number of staff/ volunteer: 50 Uniform identification: t-shirt of a bright color

REQUIRED ATTACHMENTS

☐ Site Plan (see checklist)

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

☐ Tentative Schedule of Events

☑ 501(C) (3) Certificate of Exemption # _____

☑ Nonprofit articles of incorporation, charter and mission statement

☐ Consent letter (event property): property owners on which special event location is held if not city owned

☐ Fire resistive rating certificates (tents, fabrics, etc.)

☐ Example of special event vendor permits provided

☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)

List certificates required: _____

☐ Alcohol liability certificate of insurance- city as "additional insured"

☐ Alcohol license (copy)

☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

☐ **CLASS A**: $300.00 per day (attendance: 1,001 and up per day) Permit Filing Deadline: 60 days prior to event

☐ **CLASS B**: $100.00 per day (attendance: 101 - 1,000 per day) Permit Filing Deadline: 60 days prior to event

☐ **CLASS C**: $50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) Permit Filing Deadline: 30 days prior to event

previous years - fee was waived since we are a non-profit & help promote other City events.

Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

(a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
   (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
   (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.

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

(c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of $500,000.00 which shall name the city as additional insured.

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

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

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

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

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

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

Robin Robins — 7.23.25

Signature of Applicant — Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 23rd day of July, 2025, by Robin Robinson, who is personally known to me, or who has/have produced N/A as identification.

NOTARY SEAL

Notary Public State of Florida
Ricky E. Bybee
My Commission
HH 202674
Exp. 1/10/2026

Signature of Notary Public, State of Florida

APPLICATION APPROVED

Special Events Coordinator — Date

Chief of Police — Date

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.

2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.

3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.

4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.

5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (Tag showing inspection within 1 year of event date). Same as a regular inspection tag check.
2. Vendors deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company. In addition to the ABC, they must have a K class. No K, no frying.
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1. Check fire retardant label on the tent and on the side curtains.
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96. If they want to cook meats inside a concession trailer, they must have a hood and suppression system. No exceptions.
5. The Department of Business and Professional Regulation will inspect all vendors prior to opening for business. Event staff will coordinate the overall inspection time.

Exceptions:

   a. Non-profit organizations. The vendor must have a State of Florida Tax Exemptions Certificate, issued in the name of the vendor on site.
   b. Vendors selling food items not prepared on site, i.e. pre-packaged. The exceptions a. and b. are only for state inspectors. All vendors must comply with the city's special event requirements.

Vendor RV Camping

1. Temporary camping with motor homes, 5th wheels, and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.
2. Under NO circumstances will any gray or black water be dumped, except into a proper disposal facility (At this time, the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.
3. Parking of RV campers will insure that no driveway, street, or parking lot is blocked or obstructing traffic.
4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vender RVs.

City of Palatka
Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDAUL 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.

Robin Robinson — Signature of Applicant

riverfront — Name of Facility being used

Robin Robinson — Print Name of Applicant

7.23.25 — Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 23rd day of July, 20 25, by Robin Robinson, who is personally known to me, or who has/have produced N/A as identification.

NOTARY SEAL

Notary Public State of Florida
Ricky E. Bybee
My Commission
HH 202674
Exp. 11/10/2026

Signature of Notary Public, State of Florida

Articles of Incorporation

Of

Putnam Radio Ministries, Inc.

FILED

1999 DEC 28 AM 11:24

SECRETARY OF STATE

TALLAHASSEE, FLORIDA

The Undersigned, Acting as Incorporators Of A Corporation pursuant to chapter 617, Florida Statutes, adopt the following articles of incorporation for such corporation:

ARTICLE I

The name of the corporation is Putnam Radio Ministries, Inc., a not for profit corporation.

ARTICLE II

The period of duration of this corporation is perpetual, unless dissolved according to law. Corporate existence shall commence upon the filing date with the State of Florida.

ARTICLE III

The specific and primary purpose of the corporation is to operate an FM radio station to broadcast bible-based educational programing compliance with Federal Communications Commission's Rules. §73.503 in which the station will be used for the advancement of an educational program which, in this case, is Bible-based and it is clearly not for profit. Furthermore, the corporation intends to comply with FCC Rule §73.1212 in that the station will keep sponsorship identification list and shall announce when any matter for which money, service or other valuable consideration is either directly or indirectly paid to the station that it shall broadcast and announce: (1) that such matter is sponsored, paid for, or furnished either in whole or in part, and (2) by whom or on whose behalf such consideration was supplied as well as the other provisions of that section of the Federal Communications Commission's Rules. The program agenda, and the methodology of ascertainment of the educational, cultural, fine arts, and public affairs needs of the coverage area are to be narrated in Exhibits that respond to FCC Form 340-the FCC document that requests information on programming.

ARTICLE IV

Membership of this corporation shall constitute all persons hereinafter named as incorporators and directors and such others as from time to time hereafter may become members in the manner provided in the by-laws. A simple majority in any regular

or special meeting called for in the manner provided in the by-laws shall elect to the membership any adult United States citizen. The Governing Board of Directors shall not number less than Six, nor more than Eight members.

ARTICLE V

The street address and city of the initial registered office of the corporation is 3111 St. Johns Ave., Palatka, Florida 32177. The name of the initial registered agent at that address is Michael Rippy.

ARTICLE VI

The affairs of the corporation shall be managed by the officers of the corporation, who are chosen by, and are advised by the Governing Board of Directors. The number constituting the initial board of directors is eight, and their names and addresses are:

President: Michael Rippy
3111 St. Johns Ave., Palatka, Florida 32177

Sec/Tres: Jim Czerwinski
P.O. Box 1300, East Palatka, Florida 32131

Larry Collier
110 East St. Johns Terrace, East Palatka, Florida 32131

Barry Hayes
Rt. 5 Box 6462, Palatka, Florida 32177

Phil Heilman
Rt. 6 Box 1166, Palatka, Florida 32177

Ben Maltby
P.O. Box 352, Palatka, Florida 32178

Ernie Silcox
2701 Lane Street, Palatka, Florida 32177

Ike thomas
Rt. 4 Box 1144 Silver Lake Road, Palatka, Florida 32177

ARTICLE VII

The corporation shall seek tax exempt status with the Internal Revenue Service under Section 501 (c) (3) as amended. In the event of dissolution, the residual assets of the corporation will be turned over to one or more organizations which themselves are exempt as organizations described in Sections 501 (c) (3) and 170 (c) (2) of the Internal Revenue Code of 1954 or corresponding sections of any prior or future law.

ARTICLE VIII

The name and address of each incorporator is:

Jim Czerwinski - Sec/Tres
P.O. Box 1300, East Palatka, Florida 32131

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above named corporation at a place designated in these articles of incorporation, I hereby accept to act in this capacity, and agree to comply with the provision of Chapter 48.091, Florida Statutes to keeping open and said office for service of process.

Registered Agent

Dated the 18 day of December, 1989

In witness whereof, the undersigned being incorporators of this corporation have executed these Articles of Incorporation.

SIGNATURE OF INCORPORATORS:

President

State of Florida)
)
County of Putnam) SS:

Before me the undersigned authority, personally appeared Michael Rippy and /s/ James Czerwinski, to me well known to be the person who executed the foregoing Articles of Incorporation and acknowledged before me, according to law, that they made and subscribed the same for the purpo. therein mentioned and set forth.

In witness whereof, I have unto set my hand and seal this 18 day of December, 1

Notary Public, State of Florida
My Commission Expires Aug. 29, 1991
Bonded Thru Agent's Notary Brokerage

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 14 1997

Employer Identification Number:
59-3009352
DLN:
17053191165007
Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-5199
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
Yes

PUTNAM RADIO MINISTRIES INC
C/O PASTOR JEFF SELLERS
203 S PALM AVE
PALATKA, FL 32177

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the

Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Since you have not indicated that you intend to finance your activities with the proceeds of tax exempt bond financing, in this letter, we have not determined the effect of such financing on your tax exempt status.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

PUTNAM RADIO MINISTRIES INC

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

C. Ashley Bullard

District Director

Enclosure(s):
Addendum

PUTNAM RADIO MINISTRIES INC

Relief under section 301.9100-1 of the Income Tax Regulations has been granted. Therefore, your exemption under section 501(c)(3) of the Code is effective December 28, 1989, which is the date you were incorporated.

RESOLUTION NO. 2025-R-120

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO ROBIN ROBINSON FOR THE 12TH ANNUAL TROT FOR HOPE WALK/RUN FUNDRAISER TO BE HELD ON NOVEMBER 27TH 2025 SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION FOR AMPLIFIED SOUND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, Robin Robinson has made an application to the City of Palatka for a special event permit for 12th annual Trot for Hope on 11/27/2025.

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 12th annual Trot for Hope is hereby granted to Robin Robinson with the following provisions and stipulations:

- **a.** A Class "A" Special Events Permit is hereby granted for the event to be held on November 27th, 2025, during the hours provided in the application.
- **b.** Robin has requested road closures of Memorial Parkway from Reid Street to the City Docks, and St. Johns Ave. from Memorial to 2nd street.

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 10th day of September 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____
CITY ATTORNEY

ADOPT RESOLUTION 2025R-121 Community Affairs is requesting approval for the renaming of the Jenkins Building, the colors of the Jenkins building and logo for community affairs.
The City of Palatka Community Affairs Dept. has initiated efforts to enhance community identity and visibility through the renaming of the current facility, changing the colors of the facility and creating a department logo. These requests will reflect the mission of the facility and its role in serving residents with recreational, cultural, and community-based programs.

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The Community Affairs department is requesting approval for naming the community center. We have a few options, with one being the targeted goal name.

1. Northside Community and Rec Center (Community Affairs first choice) 2. Northside Community Center 3. Northside Neighborhood Facility.

-We are also requesting that the colors of the building be back to it original colors of purple and gold. Lastly, as part of this transition, a department logo has been created to represent the Northside Community and Recreation Center. The design is ready and awaiting formal approval before implementation across signage, communications, and marketing materials. We are requesting our designed department logo be approved.

BACKGROUND

This renaming, coupled with the new branding and color scheme, will help strengthen the center's presence, foster community engagement, and reconnect residents with the historical and cultural roots of the Northside area.

PROJECT ANALYSIS

The African America Cultural Arts Focus team along with Community Affairs met and agreed upon requests. Director of Community Affairs will present it to the Commissioners for approval.

Staff Recommendation

The recommendation is that these requests are approved as the City of Palatka Community Affairs Dept. makes efforts to enhance community identity and visibility through the renaming of the current facility to the Northside Community and Recreation Center. This new name better reflects the mission of the facility and its role in serving residents with recreational, cultural, and community-based programs. In addition, the potential to revitalize the building back to its colors honors the community's cultural roots and restores a sense of pride and

tradition in the neighborhood. Lastly having a logo will help with instant recognition and marketing efficiency.

ATTACHMENTS

1.	Vision report_ renaming, colors, logo 1
2.	Community Affairs colors. logo and renaming of the building resolution

Our vision for the Future of Community Affairs

This renaming, coupled with the new branding and color scheme, will help strengthen the center’s presence, foster community engagement, and reconnect residents with the historical and cultural roots of the Northside area.

The City of Palatka Community Affairs Dept. has initiated efforts to enhance community identity and visibility through the renaming of the current facility to the **Northside Community and Recreation Center**. This new name better reflects the mission of the facility and its role in serving residents with recreational, cultural, and community-based programs.



As part of this transition, a **department logo has been created** to represent the Northside Community and Recreation Center. The design is ready and awaiting formal approval before implementation across signage, communications, and marketing materials.



In addition, there is potential to revitalize the building's exterior by incorporating the **colors purple and gold**, honoring the community's cultural roots and restoring a sense of pride and tradition in the neighborhood.

RESOLUTION NO. 2025-R-121

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING APPROVAL FOR THE COMMUNITY AFFAIRS AND RECREATION DEPARTMENT FOR THE RENAMING OF THE BUILDING, CHANGING THE COLORS AND OUR DEPARTMENT LOGO; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS Community Affairs and Recreation Department is requesting approval on renaming the building, changing the colors of the building and for the department logo.

WHEREAS, the City of Palatka's Community Affairs staff has met to review the submitted policy to assess.

WHEREAS, the Palatka City Commission finds that the approval of the Community Affairs and Recreation Department policy, as stipulated and described herein, is in the best interest of the department staff, the City of Palatka and its citizens.

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

Section 1: Granting permission to the Community Affairs and Recreation Department for the renaming of the building, changing the colors of the building and a department logo.
A
Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 10th day of September 2025.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____
CITY ATTORNEY

ADOPT RESOLUTION 2025-R-122 granting a special events permit to the Palatka Police Department for the 10th Annual Trunk or Treat event which will be held on 10/31/2025. Matthew Keith of the PPD has submitted an event application for the 10th Annual Trunk or Treat.

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

PPD is requesting road closures of Memorial Parkway from Reid Street to South 2nd St. Johns from South 2nd to Memorial Parkway. They are requesting permission for amplifiers sound.

BACKGROUND

The Palatka Police Department's 10th Annual Trunk or Treat event will be a community-based event where vehicles and tents are set up and decorated in Halloween themes, with candy being handed out to the children. We partner with city leaders, the Sheriff's Office, Fire Department, City Works, local businesses and organizations to make this event special for the children within our community. It is a great opportunity for children and adults to meet emergency service members, our city leadership and members of other organizations. - PPD

PROJECT ANALYSIS

Special events team met and agreed upon request. Community Affairs will present it to the Commissioners for approval.

Staff Recommendation

Staff Recommendation is that this event be approved as **Trunk or Treat** is a family-friendly Halloween event where community members decorate their car trunks, and hand out candy in a central, well-lit location. Designed as a safe, convenient alternative to door-to-door trick-or-treating, it brings neighbors, churches, schools, and city partners together for costumes, games, music, and photo ops.

ATTACHMENTS

1.	Trunk or Treat application 2026
2.	PPD_Trunk or Treat 2025_resolution

CITY of Palatka FLORIDA

Date Received: _____

Permit Classification: _____

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Matt Keith

   Address: 110 N. 11th Street
   Palatka, FL 32177

   Email: COPS@palatka-fl.gov

   Phone: 386-972-2540

2. Secondary Contact: Fallon Gentry

   Address: 110 N 11th Street
   Palatka, FL 32177

   Email: _____

   Phone: 386-538-6478

3. Event Sponsor/Organization: Palatka Police Department

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Palatka Police Department 10th Annual Trunk or Treat

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

The Palatka Police Department's 10th Annual Trunk or Treat event will be a community-based event where vehicles and tents are set up and decorated in Halloween themes, with candy being handed out to the children. We partner with city leaders, the Sheriff's Office, Fire Department, City Works local businesses and organizations to make this event special or the children within our community. It is a great opportunity for children and adults to meet emergency service members, out city leadership and members of other organiztions.

6. Event Location (911 Address): Memorial Parkway / Riverfront Parkway

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

Memorial Pkway	from	Reid Street	to	S. 2nd Street
St. Johns Ave	from	S. 2nd Street	to	Memorial Parkway
	from		to	
	from		to	
	from		to	
	from		to	
	from		to	
	from		to	
	from		to	

8. Onsite representatives during the event:

Name: SAME as Contacts Cell Phone: _____

Name: _____ Cell Phone: _____

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

Date(s) of Event:	Hours:	Amplified Sound:	Alcohol:	Attendance
Setup:				
10/31/25	10:00 to 16:30	__:__ to __:__	__:__ to __:__	
Event:				
10/31/25	17:00 to 20:00	17:00 to 20:00	__:__ to __:__	Approx 3,000
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
__/__/__	__:__ to __:__	__:__ to __:__	__:__ to __:__	
Breakdown:				
10/31/25	20:00 to 22:00	__:__ to __:__	__:__ to __:__	

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

We have served an average of 2,000 kids each year.

11. Number and type of auxiliary vehicles/ equipment:

_____ Watercraft _____ Aircraft 2 Utility Vehicles/Golf Carts 30/10 Other: vehicles/tents

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

None

Include date and time:

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

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

14. Number of staff/ volunteer: about 40 Uniform identification: PPD Staff will police shirts on

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 - LP barricades, Cones for Hampton Inn at 2nd / St. Johns Ave
Garbage Containers 8 trash cans
Parade/Marching Route
Event Headquarters
Number and location of temporary signs/banners
Sound system(s) location
Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.
Main emergency vehicle access to site
Location of security and emergency vehicle parking on site
Carnival location (if any)
Number/location of portable toilets

☐ Tentative Schedule of Events

☐ 501(C) (3) Certificate of Exemption # _____

☐ Nonprofit articles of incorporation, charter and mission statement

☐ Consent letter (event property): property owners on which special event location is held if not city owned

☐ Fire resistive rating certificates (tents, fabrics, etc.)

☐ Example of special event vendor permits provided

☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)

List certificates required: _____

☐ Alcohol liability certificate of insurance- city as "additional insured"

☐ Alcohol license (copy)

☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

☐ **CLASS A**: $300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**

☐ **CLASS B**: $100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**

☐ **CLASS C**: $50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

(a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
   (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
   (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.

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

(c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of $500,000.00 which shall name the city as additional insured.

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

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

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

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

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

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

CC. Dallas Gerry — 7/17/25

Signature of Applicant — Date

State of _____ County of _____

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

NOTARY SEAL

_____

Signature of Notary Public, State of _____

APPLICATION APPROVED

_____ — _____

Special Events Coordinator — **Date**

_____ — _____

Chief of Police — **Date**

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.

2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.

3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be 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 vender RVs.

City of Palatka
Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDAUL 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.

Ofc. Fallon Gentry — Signature of Applicant

Palatka Riverfront Park — Name of Facility being used

Ofc. Fallon Gentry — Print Name of Applicant

10/31/25 — Date of Use

State of _____ County of _____

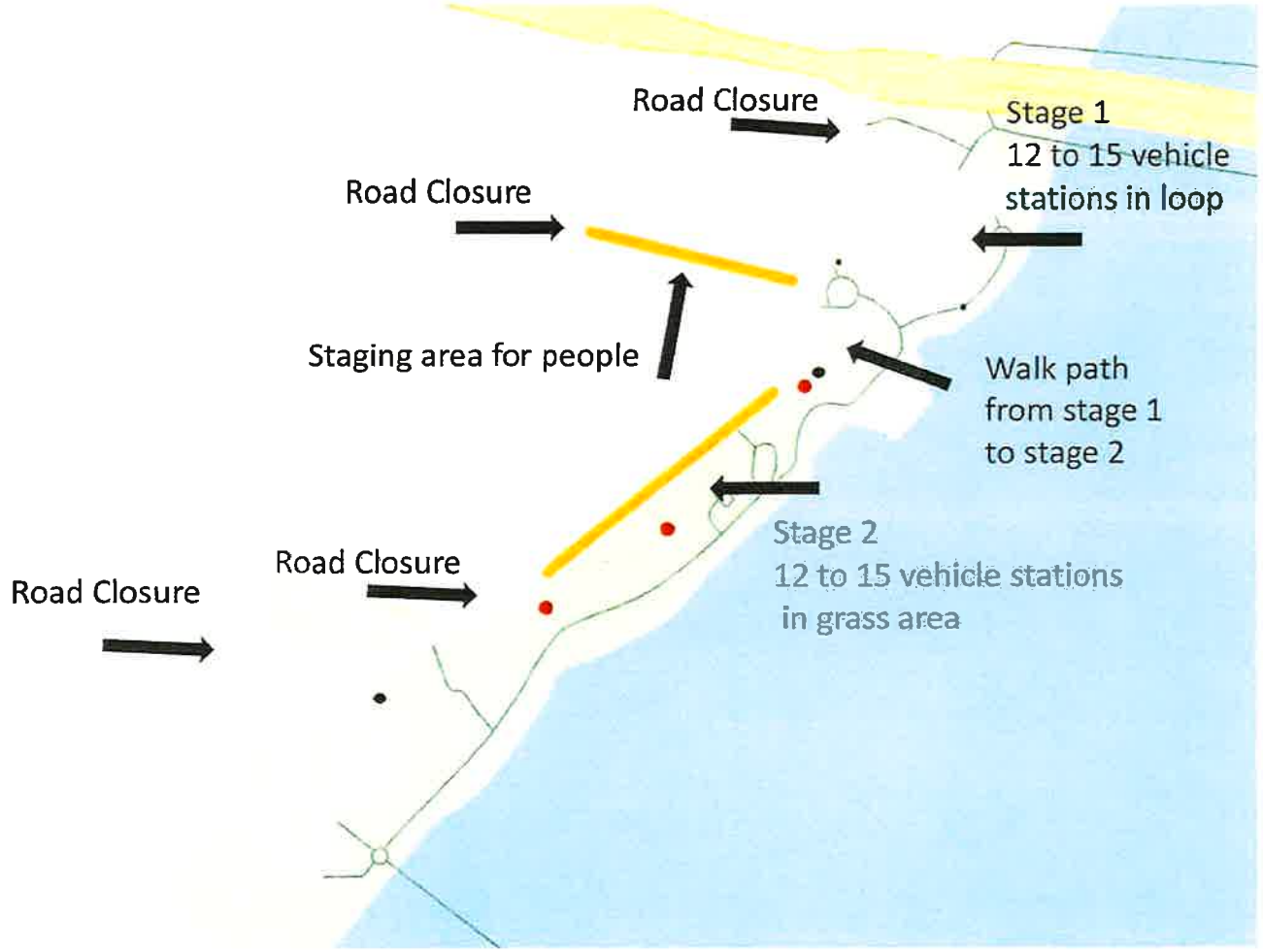
The foregoing application is acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

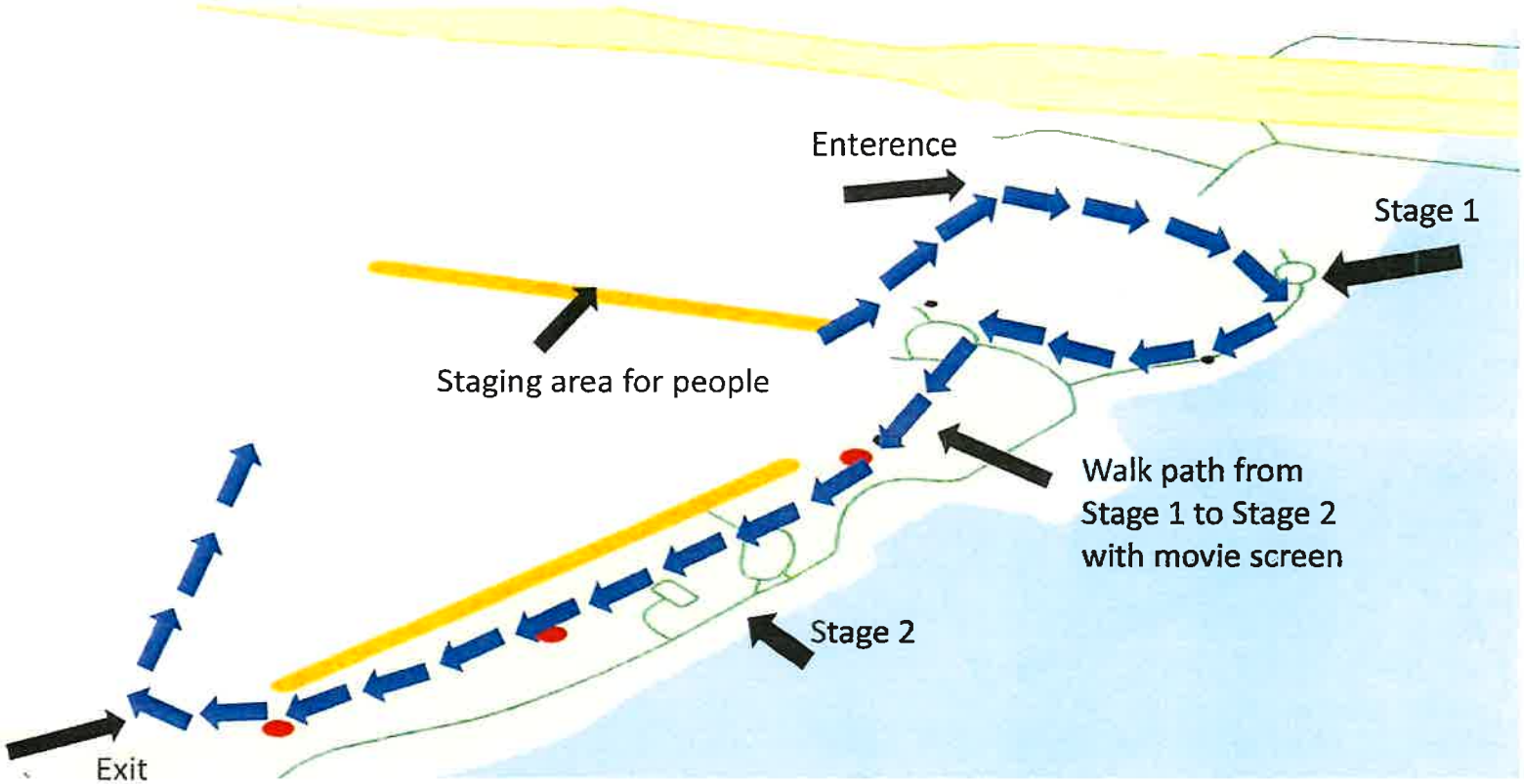
_____

Signature of Notary Public, State of _____

Overview map for basic layout and road closures 10th annual Trunk or Treat



Blue arrows represent the path of travel and lay out of event for the 10th Annual Trunk or Treat event.



RESOLUTION NO. 2025-R-122

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO PALATKA POLICE DEPARTMENT; SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION FOR ROAD CLOSURES OF ST JOHNS AVENUE FROM MEMORIAL PARKWAY TO 2ND STREET, AND MEMORIAL PARKWAY FROM 2nd STREET TO REID STREET ON OCTOBER 31ST 2025; PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, The Palatka Police Department has made an application to the City of Palatka for a special events permit for Trunk or Treat.

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

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

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

Section 1: That Special Events Permit for the Trunk or Treat is hereby granted to Palatka Police Department with the following provisions and stipulations:

- **a.** A Class "A" Special Events Permit is hereby granted for the event to be held on October 31st, 2025.
- **b.** Road closures of St. Johns Avenue from Memorial Parkway to 2nd Street and Memorial Parkway from 2nd Street to Reid Street will begin at 8a.m. to 9p.m October 31st, 2025.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 10th day of September 2025.

CITY OF PALATKA, FLORIDA

ATTEST: **By: _____**
Its Mayor

_____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____
CITY ATTORNEY

Approval of the Professional Firefighters of Palatka Local 2992 contract with the City of Palatka 2025-2028
Firefighters of Palatka Union Contract

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST
Approval of the Professional Firefighters of Palatka Union Negotiations

BACKGROUND
The City of Palatka and Firefighters Union first met on April 21, 2025 to discuss the renewal of the three year contract that expires on September 30, 2025. The initial requests were as follows:

1. Article 1

Seeking another 3 year contract;

2. Article 18

Seeking the 48/96 shift to be codified in the Union contract.
Basis for request: The 48/96 trial period went well, over 90% approval from staff. Article 18 – change from 24/48 to 48/96

3. New article

Pension multiplier: requesting a fixed multiplier of 3.5%
Basis for request: Statistically, the life expectancy of a firefighter is only 8-10 years after retirement.

4. Article 15 (or new article)

Special Event pay: requesting that firefighters receive special event pay for working festivals.
Basis for request: Putnam county currently pays $35 per hour and the City of Palatka police get paid for special events. Seeking $55 per hour

5. Step Plan

Basis for request: The Jacksonville salary study shows a 7% increase every year for firefighters. A base fireman in Jacksonville makes $60K, Palatka firefighters starting salary is just under

$50K. Compaction and compression issues will need to be addressed for this transition to work equitably for all union members.

6. Wage Agreement

Firefighter to engineer – 12%
Engineer to lieutenant – 15%
Lieutenant to captain – 15%

7. Stand-by pay and comp time

Increase to time and a half, 3 hours for half a day, 6 hours for a full day

8. Uniform list

Request of a set number of uniforms per year

PROJECT ANALYSIS

After multiple internal meetings and negotiations with the Union over the following months, consensus was reached between the Union and staff on the following key issues:

1. Agree to another 3-year contract
2. Agree to codify 48/96 schedule
3. Set pension multiplier at 3.27%
4. Request for special event pay denied
5. 15% increase in stand-by/comp time pay
6. Agree to uniform request of 6 t-shirts and pants
7. Denied request for 2 staff taking PTO daily due to safety concerns
8. Article 11 – rules and regulations shall be initialed by CM, FC and Union President

Staff Recommendation

Approve of the negotiated contract

ATTACHMENTS

1.	City of Palatka L2992 Ratified Contract for 2025-2028
2.	2022-2025 UNION CONTRACT

Professional Firefighters of Palatka
&
City of Palatka
Contract Agreement

October 1, 2025 – September 30, 2028

*NOTE: The basis of this contract agreement is the current agreement that is in place. This document represents what the City of Palatka and Professional Firefighters of Palatka have agreed upon as dated.

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ARTICLE 1 AGREEMENT

This Agreement is entered into by and between the City of Palatka, herein referred to as the "City," and the Professional Firefighters of Palatka, Local 2992, herein referred to as the "Union."

ARTICLE 2 PURPOSE

It is the intent and purpose of this agreement to provide conditions of employment conducive to the most efficient operation of the City Fire Department and to maintain harmonious relations between the City and the Union. It is understood that the Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public, and both parties hereto recognize the need for a continuous and reliable service to the public.

ARTICLE 3 RECOGNITION

1. The City recognizes the Union as the exclusive bargaining representative of all regular full-time employees in the classifications of Captain, Lieutenant, Engineer, and firefighters.
2. Probationary employees shall be covered under this Agreement; provided, however, probationary employees shall have no right to available administration or grievance procedure. The term Probationary employee, in this case, refers to new hires only. The City and Fire Department Rules and Regulations shall govern the duration of and other provisions relating to an employee's probationary period.
3. All references to employees in the Agreement designate both genders. Wherever the male gender is used, it shall be construed to include male and female employees.
4. The employer agrees that there will be no individual negotiations with any employee as to wages or other economic benefits specifically covered by this Agreement.

ARTICLE 4 MANAGEMENT RIGHTS

Management rights are codified in Florida State Statutes 447.209 Public employer's rights:

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the rights of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

ARTICLE 5 NON- DISCRIMINATION

The Parties agree not to interfere with the right of any employee covered by this agreement to become a member of the Union, withdraw from membership from the Union, or refrain from becoming a member of the Union. There shall be no discrimination against any employee covered by this agreement by reason of race, creed, color, national origin, gender, age, religion, marital status, disability, Union membership, or lack of Union membership.

ARTICLE 6 CHECK OFF

1. Any membership of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format approved by the City may, by request in writing, have his/her membership dues, initiation fees and uniform assessments in the Union electronically deducted from his wages on a weekly basis. Dues, assessments and initiation fees so deducted shall be transmitted to the Union monthly, by the 15th day of the month following the month in which the dues were deducted. The exact dollar amount to be deducted from each employee's salary is provided by the employee to the City. However, the City shall have no responsibility for any liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the City to comply or attempt to comply with the provisions of this article.
2. It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct union fines, penalties, political action payments, or special assessments of any kind.
3. Any member of the Union may, within thirty (30) days written notice to the City, request that the City cease making deductions from his/her wages.
4. There will be no charge for dues deductions. The employer will, without cost to the Union, place one copy of this agreement in each working location.

ARTICLE 7 SPECIAL MEETINGS

The President of the Union or his/her designee from Local 2992 may arrange to meet with the City Manager or other person designated by the City to handle employee relation's matters. Request for such meetings shall be arranged through the Fire Chief and /or City Manager, and any such meeting shall take place at a time and place agreed upon by the Union and the Ci

ARTICLE 8 WORK STOPPAGES

1. There will be no strikes, work stoppages, picketing in furtherance of any strike or work stoppage, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this agreement. Picketing as used herein shall mean any action, which has the effect of preventing any employee of the City from reporting to or continuing work, or preventing the public from entering any City facility. Picketing for purely informational purposes (i.e., picketing not having the effect of interfering with employees of the City reporting to or continuing to work) shall not be prohibited.
2. Recognizing that Florida law prohibits the activities enumerated in section 1 above, the parties agree that the City shall retain the right to discharge or otherwise discipline some or all the employees participating in or promoting any of the aforementioned activities, and the exercise of such rights by the City will not be subject to recourse under the grievance arbitration procedure herein.
3. The Parties recognize that the activities enumerated in paragraph 1 are contrary to the ideals of professionalism and to the Department's community responsibility. Accordingly, it is understood and agreed that in event of any violation of this article the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

ARTICLE 9 UNION STEWARDS AND REPRESENTATIVES

1. There shall be three (3) employees designated as union stewards; one (1) per shift. The names of the Union Stewards and Union Officers shall be furnished in writing to the City Manager and the Fire Chief. Any changes shall be promptly reported in writing. No Steward will be recognized unless said written notice has been provided.
2. Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his/her own grievance in person or by legal counsel to his/her Employer and having such grievance adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. The Union will be given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

ARTICLE 10 GRIEVANCE PROCEDURE P.F.D.

10-1. A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. The Fire Chief and/or his designee shall be kept informed of each step of the grievance.

10-2. Grievances shall be processed in accordance with the procedures as set forth in this Article and shall be determined by the application of the terms of this Agreement, the laws of the United States, and the laws of the State of Florida.

Time is considered to be of the essence for the purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned and shall be barred, forfeited and foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered by the City within the time limits provided below will automatically advance to the next higher step of the grievance procedure. Time limits may be extended only by written mutual consent of the parties.

The aggrieved employee may request that a Union steward or officer be present at any and/or all steps of the grievance procedure.

STEP 1:

The aggrieved employee or the Union shall present orally and in writing, their grievance to the shift commander or acting shift commander within seven (7) calendar days after the occurrence of, or knowledge of the event(s), which gave rise to the grievance.

The shift commander or acting commander shall, within seven (7) days receipt of the grievance, meet with and confer orally with the grievant and respond to the grievance in writing. Discussion shall be informal for the purpose of settling differences in the simplest and most direct manner. The Shift Commander will notify the Chief of the grievance and/or its outcome within seven (7) days.

STEP 2A:
If the grievance is not settled in the first step, the grievant shall, within seven (7) days of the date of the answer or lack of response, present their grievance and a representative's name for the grievance committee in writing to the Fire Chief. The Fire Chief has seven (7) days to resolve the grievance to the satisfaction of the grievant or name his representative for the grievance committee. The grievance committee once formed shall consist of;

1. One person chosen by the grievant
2. One person chosen by the Fire Chief
3. One person chosen by the first two named members of grievance committee.

The first two members of the grievance committee shall have seven (7) days to agree on and select the third member of the committee. The committee shall have seven (7) days to make a recommendation to the Fire Chief.

STEP 2B:
The Fire Chief or their designee shall within seven (7) calendar days following the receipt of the grievance committee's recommendation or expiration of committee's time, unless notified of time extinction as allowed above, shall obtain the facts concerning the grievance, meet with the aggrieved employee, and notify the aggrieved employee of his decision in writing.

STEP 3:
If the grievance is still unresolved, the grievance and all responses shall be submitted to the City Manager and/or their designee within

seven (7) calendar days of the time response due in Step 2B. The City Manager and/or their designee shall, within seven (7) working days, review the grievance and responses, and then meet and confer with the aggrieved employee and notify the aggrieved employee of their decision in writing.

STEP 4:
The Union may request that any decision of the City Manager be reviewed through arbitration under this Article (Grievance and Arbitration Procedure), by submitting a written request within seven (7) days after receipt of the City Manager's written decision. Arbitral review of the decision of the City Manager shall proceed in accordance with the provisions as specifically set forth below.

In accordance with this Article and the limitations set forth in Article 4 (Management Rights), the arbitrator shall affirm the City Manager's decision unless they determine that said City Manager's decision was arbitrary and capricious as defined in this article. Where the arbitrator determines that the City Manager acted arbitrarily and capriciously, as defined by this Agreement, the arbitrator may order rescission of the disciplinary action or other action and/or reinstatement of the former employee. Arbitrary, for the purpose of this agreement, is defined as deciding an issue by whim or caprice with no basis for that decision. Capricious, for the purpose of this agreement is defined as an impulsive and unpredictable decision with no discernable basis for its having been made.

The arbitrator may be any impartial person within the City of Palatka mutually agreed upon by and between both parties. However, in the event that the parties are unable to agree upon an impartial arbitrator, within ten (10) working days, the parties shall jointly request Federal Mediation and Conciliation Services to furnish a panel of seven (7) qualified arbitrators from which each party shall strike three (3) names in alternating fashion, thus the

seventh (7th) name will be the impartial arbitrator. Both parties shall notify the person whose name remains that they have been selected as the arbitrator. The party requesting arbitration shall strike first from the list of arbitrators provided.

The City and the employee (or the employee with the Union's assistance) shall mutually agree in writing as to the statement of grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine their decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine their consideration and determination to the written statement of the of the grievance presented in step 2 of the grievance procedure. The arbitrator will be privileged to all documents and evidence pertaining to the grievance. The arbitrator shall have no authority to substitute their judgment for that of management and/or to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amend thereon. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, nor shall this collective bargaining Agreement be construed by the arbitrator or an award be made which supersedes applicable state and federal laws and city ordinances not inconsistent with this Agreement, except to extent as specifically provided herein.

The arbitrator may not issue declaratory opinions and shall confine exclusively to the question, which is presented to them, which the question must be actual and existing. The party filing the grievance and requesting arbitration shall, at all times, have both the burden of going forward with its evidence and the burden of proving its grievance beyond any reasonable doubt (i.e., proving beyond reasonable doubt that a provision of this Agreement was violated).

Each party shall bear the expense of its own witness and of its own representatives for purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses and any expenses associated with obtaining a hearing room shall be split by both parties. Both parties shall also share the cost of the transcript of the hearing. There will be no cost for use of the hearing room if owned by the City.

Either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. Notwithstanding any provisions of Florida Law, The parties agree that the standard of review of the Arbitrator's decision shall be whether the Arbitrator had clear and convincing evidence to establish that the City Manager had acted arbitrarily and capriciously, as defined above, in making their decision.

ARTICLE 11 RULES AND REGULATIONS

1. The UNION and CITY agree that they shall comply with all City and Fire Department Rules and Regulations, including those related to conduct and work performance, and that the current Rules and Regulations will be part of this contract.
2. The Union shall have fourteen (14) days prior written and posted notice to any proposed change in the existing policies and any additions to policy.
3. All employees shall be provided a current copy (including any changes or additions as they are made) of the City rules and regulations, and Fire Department Rules, Regulations and Standard Operating Guidelines and Procedures which can be identified by either the City Manager or Fire Chief's initials along with the initials of the current Union President.
4. An advisory committee, as defined in the Fire Department Rules and Regulations, will review and make semi-annual recommendations.

ARTICLE 12 SWAP TIME

1. Employees shall have the right to swap shifts or any portion thereof with the approval of the employee's immediate officer and the Fire Chief or Fire Chief's representative. Said request shall be submitted one (1) shift in advance and shall not be unreasonably withheld. The Chief or his designated representative may waive the requirement of one (1) shift in advance.
2. The employee will be notified in writing as to the reasons for any denial of exchange time.

ARTICLE 13 UNION HELD HARMLESS

The Union and its members shall be held harmless from lawsuits or other legal action taken against the City of Palatka or where faulty equipment, maintenance, and/or improper repairs on equipment are cited as contributing factors in such legal action. The members of this Fire Department are routinely required to conduct repairs and maintenance, which they may or may not be qualified to do. For these reasons, the Union and its members shall be held harmless. This article omits acts of malice or intent on the part of the employee.

ARTICLE 14 SUBCONTRACTING

The City and the Union agree, that subcontracting any work, duties, or assignments, that the Union preforms, will be prohibited for the life of this contract.

ARTICLE 15 – WAGE AGREEMENT (verbiage was changed)

1. **Clothing Allowance**
   Each bargaining unit member shall receive a clothing allowance of **$15.00** per week, payable on a weekly basis.
2. **Cost-of-Living Adjustment (COLA) and Salary Increases**
   Union members shall receive the same cost-of-living adjustment (COLA) as well as any other economic benefits, if granted, that are provided to other City employees during the term of this agreement.
3. **Pay Differential Between Ranks**
   There shall be a pay differential of twelve percent (12%) between the classification of Firefighter and Engineer. Additionally, there shall be a fifteen percent (15%) pay differential between the classifications of Engineer and Lieutenant, as well as between Lieutenant and Captain.
4. **Placement in the City Step Plan**
   All employees represented by the Union be placed within the City's step plan. Furthermore, we propose that each employee's initial placement within the step plan be determined based on their total tenure in their current classification, in order to ensure fair, equitable, and appropriate placement that accurately reflects their experience and service in the position. **(see Exhibit C)**
5. **Paramedic Compensation**
   Certified paramedics shall receive an additional **$35.00** per week, so long as they maintain the paramedic certification. In the event that Advanced Life Support (ALS) service is initiated, this provision may be reopened for further negotiation.
6. **Retirement and Staffing Levels**
   All bargaining unit employees shall receive retirement benefits as established by the Fire Pension Board and City Commission.
7. **Staffing**
   For operational safety and effectiveness, each shift shall maintain **Eight (8)** full-time employees, with a minimum of **six (6)** personnel for daily operations, this does not include administrative positions. When the shift staff drops below **six (6)** employees for more than two **(2)** hours, an employee will be called in to maintain staffing levels.

8. **Retirement**
   All bargaining unit employees shall receive a fixed (3.27%) multiplier for their retirement benefits, as established by this contract and the Fire Pension Board and approved by the City Commission.
9. **Acting Officer Assignment**
   In the event a officer (Captain, Lieutenant, or Engineer) is absent from the shift for a period greater than thirty **(30)** consecutive days, the Fire Chief shall appoint an 'acting officer' from within the department to temporarily fill the position.
10. **Incentive Pay for Certifications**
    - Fire personnel maintaining a valid State of Florida Fire Inspector Certification shall receive an incentive of **$15.00** per week.
    - Fire personnel maintaining certification in all five disciplines of Urban Search and Rescue (U.S.A.R.) shall receive an additional **$25.00** per week.
    - Fire personnel maintaining a valid State of Florida Instructor's Certification and providing a minimum of sixteen **(16)** hours of instruction per calendar year shall receive **$15.00** per week.
    - Fire personnel maintaining a valid Hazmat Certification shall receive an incentive of **$25.00** per week.

- **Longevity Pay**
  Longevity is to recognize long-term service and promote employee retention. An employee is eligible for longevity pay on the their tenth (10th) anniversary date and upon completion of each five (5) year anniversary thereafter of satisfactory service with the City and will be awarded a 5% increase in base pay at the end of each five (5) year increment. Longevity pay will be granted regardless of what percentage amount of a COLA pay increase might be granted for the year by the City Commission. The City and Union agree to follow the City's longevity plan in step and grade adopted May 23, 1996 (refer to Exhibit B).

7. **Financial Urgency Clause**
   In the event of a declared financial urgency that necessitates modification of this agreement, the Chief Executive Officer of his or her representative and the Union's representative shall meet as soon as possible to negotiate the impact of the financial urgency. If, after a reasonable period of negotiation which shall not exceed fourteen (14) days, a dispute exists between the City and the Union, an impasse shall be deemed to have occurred, and one of the parties shall so declare in writing to the other party. The City and the Union shall then proceed pursuant to the provisions of Section 447.403, Florida Statutes. An unfair labor practice charge shall be filed during the fourteen (14) days during which negotiation are occurring pursuant to this section. Such reductions in the work force shall be implemented using "First in – Last Out process.

ARTICLE 16 UNION MEETINGS

1. The Professional Firefighters of Palatka, Local 2992 will be allowed to hold union meetings each month at the Palatka Fire Department. The Union understands that these meetings cannot disrupt the work schedule of the station, nor can the privacy of the meetings be guaranteed.
2. The Professional Firefighters of Palatka will be allowed to display their official union charter in the Palatka Fire Department Stations.
3. The Professional Firefighters of Palatka will be allowed to display one bulletin board in each of the Palatka Fire Department Stations.

ARTICLE 17 PROFESSIONAL RECORDS

Each employee shall have full knowledge of the contents of his/her personnel files. Disciplinary actions will require the signature of the employee or witnessed notice that he refused to sign.

ARTICLE 18 WORK WEEK AND OVERTIME

1. The Chief and Administration as per the Management Rights Clause shall set the work schedule for shift employees.
2. Any change in shift hours (24/48) **(48/96)** schedule, start time 0800-0800 or current seven (7) day pay cycle will be impact bargained with the union. Payroll will be processed every two weeks. Two week processing will not affect over time on 7 day cycle.
3. The Fair Labor Standards Act will be strictly adhered to.
4. Any reductions in positions by commission will be impact bargained.
5. A reduction in hours will not result in a reduction in annual salary.
6. Fire personnel will continue to receive 24 hrs. Off time for their Personal Holiday and 24 hrs. Off time for their Safety Holiday as agreed upon in October 6, 2008 Step-in-Grade negotiations.
7. Overtime shall be scheduled by a rotational list per Overtime List Rotation Rules and Regulations #1626 (EXHIBIT A). The included steps shall follow:
    a. The officer in charge will call employees from the overtime list.
    b. Should there be no answer from the employee, the officer in charge will move to the next employee.
    c. If the employee accepts, declines or does not reply that employee moves to the bottom of the list. The process starts over once the list has been exhausted.
    d. The list shall be used for any time that exceeds 10 hours in a 24- hour shift.
    e. If the need for an officer to fill the overtime shift arises, the first qualified officer on the list shall be called.
    f. If no one volunteers to fill an overtime shift, The mandatory overtime policy shall be followed. (Article 26)

ARTICLE 19 SCHOOL LEAVE REIMBURSEMENT

The City in recognition of the importance of furthering education is willing to reimburse members of the department their time voluntarily spent in classes approved by the Fire Chief, under the following conditions:

If an employee voluntarily goes to an approved class they shall receive an hour per hour of time off. This time must be used in accordance with the time off policy and within one year of the time it was earned or it will be lost. When attending classes for a certification that is over 100 hours, school time will be given at the completion of each class. When attending HAZMAT classes, members must pass the state test before receiving school time. As allowed under Fair Labor Standards Act, time awarded under this policy cannot be transferred into cash payments. This time reimbursement is an additional benefit the City is providing that is not a wage and hour mandate and is recognized as such by the Union.

Classes must be approved by the Fire Chief for the time reimbursement **before** the classes are taken. When a member uses this time, it will not be deducted from their hours worked or will it be added to their hours worked.

The approved classes are as follows:

- Hazardous Materials/ U.S.A.R
- Fire Inspector and Instructor classes
- Fire Officer One/Two classes
- Pump Ops/Hydraulic classes
- EMT and/or Paramedic recertification
- Recertification classes for above
- Any other class approved by the Fire Chief

ARTICLE 20 COMP TIME / STAND BY POLICY

1. Personnel will be allowed to choose overtime or compensatory time for first and second standby; third standby is eligible for compensatory time only as outlined in the current standby policy.

The maximum amount of comp time allowed to be held by any Fire Department employee shall be set at 96 hours.

2. The current standby policy in Fire Department Rules and Regulations, section 1600, (EXHIBIT A) is hereby adopted into this contract, with the following:

To sign up for standby you must remain within 35 miles of the Palatka Main station or Kay Larkin Station. Anyone called in on standby must report for duty with-in 40 minutes from the time paged.

ARTICLE 21 HEALTH AND SAFETY

1. All fire department personnel shall receive an annual physical, EKG, hearing, and pulmonary function test every **12 months** (±3 months). All department personnel shall receive a blood draw every two **(2)** years. All department personnel shall receive a chest x-ray and heavy metal blood screening every four **(4)** years. All department personnel shall receive a complete blood screen after any significant hazardous materials event. Significant event can be defined as any event involving dangerous chemicals where exposure and health risks are a genuine concern.
2. All employees shall be allowed to exercise while on duty with the option of personnel traveling to the Kay Larkin Station gym beginning at 1700 hours (provided exercise for health and fitness does not interfere with emergency response). Reasonable actions should be taken by emergency response personnel and shift commanders to ensure the option to exercise for health and fitness of all emergency response personnel.

ARTICLE 22 PROMOTIONAL POLICY

1. The current promotional policy as stated in the Fire Department Rules and Regulations (below), with following changes, is hereby adopted into the contract for the life of this contract.

2. All new hire candidates, including reserve, must pass the current physical agility test, the approved written exam, and must be state certified Firefighter 1 and Firefighter 2 and state certified Emergency Medical Technician (minimum) to be considered for employment.

1200
Promotional System

1201 When a position becomes vacant, or a known vacancy is imminent, the Fire Chief must declare the position vacant within 30 days of the position becoming vacant. At that time a notice will be posted advising all Palatka Fire Department career personnel who meet the promotional policy requirements for the vacancy. Furthermore, the notice will not give a deadline of not less than 30 days, nor more than 60 days, for interested, qualified personnel to submit letters of interest with appropriate supporting documentation to the Fire Chief or his/her designee. No letter of interest will be accepted after the submission deadline as stated in the notice.

1202 All testing will be held within 45 days after the deadline to submit letters of interest.

1203 Eligibility to compete for each rank is as listed below:

A. Engineer:
   a. Shall be a current, full-time employee of the Palatka Fire Department, whose current term of service is no less than two

consecutive years on the date resumes are due.

b. Shall have the following classes/certifications:

i. Florida State Hazardous Materials Technician Certification
ii. Firefighter Tactics/Strategies I
iii. Pump Operators Certification
iv. Florida State Certification Level in Urban Search and Rescue Confined Space Rescue, Vehicle Extrication, Ropes Rescue, Collapse Operations, and Trench Rescue.
v. ICS 100,200,300,400,700 & 800.

B. Lieutenant:

a. Shall be a current, full-time employee of the Palatka Fire Department, who has served in the rank of Engineer for not less than **2** years, or who has been a full-time Fire Fighter with the Palatka Fire Department for the previous 6 consecutive years, and meets all current requirements for Engineer.

b. Shall have the following classes/certifications:

i. Florida State Fire Officer I Certification
ii. Florida State Fire Inspector I Certification

C. Captain:

a. Shall be a current, full-time employee of the Palatka Fire Department, who has served in the rank of Lieutenant for not less than 2 years, has the Florida State Fire Instructor Certification and meets all other current requirements for Lieutenant.

1204 A three person board and a department facilitator will be appointed by the Fire Chief to administer the practical portion of the Engineer's exam or the oral board for Lieutenant's and Captain's exams. A department facilitator will be appointed by the Fire Chief to administer written examinations.

1205 The three person board will consist of persons who are not members of the Palatka Fire Department, who possess skills and knowledge in the areas to be tested. No member of the three person board will be of a lesser rank than the position being tested for.

1206 The three person board will forward the scores of those who are tested to the Fire Chief.

1207 A minimum of 70% score for written and practical exams is required for all ranks. Scoring for Engineer will be as follows: Written test -45%; Practical Exam -45%; Job Time -10%. Scoring for Lieutenant and Captain will be as follows: Written Test – 55%; Oral Board – 35%; and Job Time – 10%. Extra points for education will be given according to the chart in Section 1210.

1208 Written test study material will consist of the following:

A. Engineer: City Personnel Rules, City Safety Manual, Palatka Fire Department Rules and Regulations, Palatka Fire Department Standard Operations Guide, Pump Operator book and Fire-ground strategies text chapters 1-8, and Tower 21 Operations Manual.

B. Lieutenant: City Personnel Rules, City Safety Manual, Palatka Fire Department Rules and Regulations, Palatka Fire Department Standard Operation Guides, Fire-ground Strategies, Company officer text, Fire Inspection and Code Enforcement Text, Tower 21 Operations Manual.

C. Captain: City Personnel Rules, City Safety Manual, Palatka Fire Department Rules and Regulations, Palatka Fire Department Standard Operations Guide, Fire Inspection and Code Enforcement Text, Fire Instructor Text, Tower 21 Operations Manual.

1209 Seniority points will be awarded at 1/10th point per month of uninterrupted service with the Palatka Fire Department, not to exceed 20 years of service.

1210 Educational points will be awarded as follows: (Maximum allowed is 20 points.)

Certification:	Engineer	Lieutenant	Captain
Inspector I	5		
Inspector II	2	2	2
Fire Officer I	3		
Fire Officer II Complete	10	10	10
Fire Officer II Partial :			
Fire Prevention Practices	1	1	1
Tactics and Strategies II	1	1	1
Fire Protection Systems	1	1	1
Fire Service Course Design	1	1	1
SERP	1	1	1
Computer Literacy/ Micro Computer Concepts or equivalent	1	1	1
Instructor I, II, or III	5	5	
Bachelors in Fire Science	8	10	10
Associates in Fire Science	4	5	5
Bachelors- other	4	4	4
Associates- other	2	2	2

*** Points for College Degree will be awarded only for the highest level completed. You will not receive points for having both an Associates and a Bachelor's degree in either of the categories, or a combination of both. You will only be awarded points for one of the four options listed above. ***

1211 Personnel File review: Personnel files will be reviewed and two points will be deducted for each written reprimand less than 12 months old.

1212 The order of testing and scoring shall be as follows:

A. Written Exam: Engineer's exam – 50 questions; Lieutenant's and Captain's exams – 100 questions.
B. Engineer's Practical exam, and Lieutenant's and Captain's Oral Board, will be scheduled within 10 days of written exam.

1213 When testing is completed, service points, educational points, personnel file reviews, and test score points will be combined to arrive at a total final score for each candidate. A promotional list will then be established and posted by descending order of total scores. Candidates must have a minimum of 70% on all test scores to be eligible for placement on the promotional list. In the event of a tie, the candidate scoring the highest on the written exam will receive consideration. If still tied, the candidate with the most educational points will receive consideration.

1214 If there are more vacant positions than qualified applicants, the following process shall be followed until there are enough candidates to fill the positions:

A) Drop one year from the time in grade requirement.
B) Drop one class from the educational requirement that is not part of a required certification. The dropped class must be successfully completed within one year of promotion, or as soon as it is offered.
C) Drop any one class. The dropped class must be completed within one year of promotion, or as soon as it is offered.
D) Drop six months from the time in grade requirement.

1215 If there are more positions open than qualified applicants, the strike-down method in Section 1114 will be used. The qualified applicants will test against each other, if more than one, for the first available positions. The strike down applicants will test for the additional available positions. Strike down applicants will not be testing against qualified applicants, nor will they be testing against lower level strike down applicants.

After testing is completed and there is not enough applicants that have passed testing to fill the open position(s) we will use the strike down method to the next level that allows at least one additional personnel to test. All previous applicants that

failed will be allowed to test. All applicants for this testing will be testing against each other.

1216 All persons promoted shall serve a probationary period of not less than 6 months.

1217 Exam scores will stand for 2 years from the date of testing.

1218 Acting positions (Captains, Lieutenants, and Engineers) shall be appointed by the Fire Chief in the event that an officer is due to be absent for a period greater than 30 days. Members will be appointed to acting positions at the discretion of the Fire Chief, and if possible, that person shall meet all the qualifications for the vacant position.

Revised 11/3/09

ARTICLE 23 UNIFORMS AND EQUIPMENT

1. The City agrees to continue providing employees with uniforms, uniform shoes/boots and other equipment. A complete uniform will consist of proper and appropriate trousers, dress shirt (Class A&B) both short and long sleeve, t-shirts both long and short sleeve, belt, dress shoes, duty boots, nameplate, badge, hat with Department logo, winter jacket.
2. All uniforms and equipment must conform to recognized industry standards.
3. All uniforms and equipment shall be replaced as needed to maintain a professional appearance and safety of the firefighter.
4. Each department member shall receive four **(4)** pairs of pants and one **(1)** Class B shirts annually. In addition, members shall receive six **(6)** T-shirts each year. Belts, regalia, hats, shoes, hoodies and winter jackets will be replaced as needed to maintain a professional appearance.
5. The City shall replace duty boots once (1) annually. If additional replacements are necessary within the same year, the employee will be responsible for the cost.

ARTICLE 24 SICK LEAVE

1. Full time Fire Department employees will earn **12** hours of sick leave per month after their hire date. Sick time will be available as it is earned. There shall be no limit on the number of days of unused sick leave an employee may accrue.
2. Unused sick leave may not be used to provide employees additional vacation time. It is a privilege to be used only when needed and is intended for bona-fide illness, medical or dental appointments.

3. An employee who separates from City service after ten **(10)** years of service and in good standing with the City shall be eligible for payment of one quarter (1/4) of all unused sick leave accrued. In no case shall personnel receive payment for sick leave credits in excess of seven hundred and twenty (720) hours.

ARTICLE 25 SHIFT CHANGES

1. The union understands that members will have to undergo shift changes from time to time. The Fire Department agrees to honor all scheduled time off for an employee whom is required to change shifts.

ARTICLE 26 MANDATORY OVERTIME

1. When an overtime shift is not voluntarily filled, it will be mandatory that an employee from the off-going shift will have to work the overtime shift. Each shift commander is responsible for maintaining a current mandatory overtime list for their shift. When an employee is mandatory, their name will go to the bottom of the list.

2. If the employee to be mandatory has any time off (sick, school, vacation, comp) for the pay week of the mandatory shift, they will be skipped for that shift. The said employee will remain at the top of the Mandatory list.

3. Employees, who use a sick day in the same pay week as they were mandatory, will be entitled to their usual weekly pay, since they will have worked their usual hours.

ARTICLE 27 AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location of place of business of either party hereto.

ARTICLE 28 SIGN OFF AND DURATION

This agreement shall be effective as of October 1, 2019 and remain in full force and effect until September 30, 2021 or until negotiation is completed on the succeeding contract.

City of Palatka

By:_____
City Manager

By:_____
City Clerk

Professional Firefighters of Palatka, Local 2992

By: _____
President, Local 2992

By: _____
Secretary, Local 2992

1600

Standby and Overtime Policy

1601 This policy is intended to cover most normal situations regarding standby slots and overtime. It is not intended to cover all situations during times of emergencies.

1602 There will be a calendar posted in the watch room at the main station for standby for career personnel and overtime for reserve personnel. Standby periods shall be no less than 12 hours, commencing no later than 0800 hours or 2000 hours on the date of the standby shift. Standby shifts will be either 12 or 24 hours.

1603 There will be a first, second, and third standby slot for each day of the year.

1604 Prior to the 16th day of the month, you can sign up for one first standby, one second, and one third standbys for the following month.

1605 From the 16th to the 20th day of the month, you can sign up for one additional first standby, one second standby, and one third standby for the following month.

1606 From the 21st day until the 25th day of the month you will be allowed to sign up for one additional first standby, one second standby, and one third standby for the following month.

1607 On the 26th day of the month, you may sign up for any additional days available.

1608 The normal times for standby sign up are 07:30 to 22:00.

1609 Only the Fire Chief or Shift Commander shall have the authority to remove someone else's name from the calendar.

1610 The Fire Chief or Shift Commander must initial and date all removals, at the time they are removed from the calendar. Removals shall be with a line through the name in such a manner as to leave the name legible.

1611 In order to remove your name from standby you must do so at least 48 hours in advance, 120 hours in advance on City holidays.

1612 If you wish to remove your name from standby, and it is less than 48 hours, 120 hours on holidays, it is your responsibility to find a replacement.

1613 If an Officer is on standby, and wishes to remove their name in less than 48 hours, 120 hours on holidays, and it is apparent that an Officer will be needed to work that shift, then the standby must be covered by someone that is qualified to fill the position needed.

1614 If a situation warrants that an employee on standby will work more than **(72)** consecutive hours, the next person on standby will be called in to work, providing that they do not exceed the **(72)** hours, except for in emergency situations or as deemed necessary by the Shift Commander or the Chief of the Department.

1615 All personnel, career and reserve, shall be compensated a minimum of two hours pay when they are called in.

1616 For first and second standby-- Career personnel have the option of receiving flat rate of pay, as follows:

Daily Flat Rate		
RANK	12 hr.	24 hr.
Firefighter	$28	$ 56
Engineer	$32	$ 63
Lieutenant	$35	$ 71
Captain	$40	$ 80

1617 For third standby-- Career personnel can only earn **(3)** hours compensatory time for a 12-hr. shift or **(6)** hours compensatory time for a 24-hr. shift.

1618 Personnel who work 5 hours or less for a 12 hour shift or 10 hours or less for a 24 hour shift shall receive overtime for the hours worked, as well as the compensatory hours or flat rate for standby.

1619 Personnel who work 5 hours or more for a 12 hour shift or 10 hours or more for a 24 hour shift, shall be compensated only for time worked, and will not receive compensatory time or standby flat rate pay for standby.

1620 Under normal conditions, a reserve firefighter will be used to fill the first two vacancies of any given shift, regardless of hours. The following exceptions will apply:

a. A reserve is not available
b. An Officer is needed

1621 No member shall be allowed to work their assigned standby or overtime on the two days following a duty day, which they missed due to sickness. There will be no disciplinary action for missing these standby days. This situation does not prevent the Shift Commander from contacting you for overtime if no one else is available.

1622 To sign up for standby you must remain within **(35)** miles of the Palatka Main station or Kay Larkin Station. Anyone called in on standby must report

for duty with-in 40 minutes from the time paged. Manpower responses require reporting to the main station, unless otherwise directed. The employee should remember that even though they may be responding to an emergency, all traffic laws must be obeyed. It is the responsibility of standby personnel to ensure that all pagers/radios used for standby notifications are working in the area outlined herein.

1623 Personnel who violate standby policy shall submit a written statement, not later than the end of their next duty shift, to his/her Shift Commander or immediate superior, explaining why the violation occurred.

1624 Violations of standby policy may be subject to the following disciplinary action:

1. First offense: Shall cause a loss of standby privileges for one month, commencing on the day After the offense occurred.

2. Second offense: (within one year of the first) Shall cause a loss of standby privileges for three months, commencing on the day after the offense occurred.

3. Third offense: (within one year of the first) Shall be cause for a one-week suspension from duty and loss of standby privileges for three months. Suspension will commence on the day after the offense occurred.

4. Fourth offense: (within one year of the first) Shall be cause for further discipline, up to termination.

1625 Reserve firefighters are subject to the same overtime policies as career firefighters. The only exception is that they may remove their name from the overtime calendar in less than 48 hours, if it is due to a call in from their primary employer, subject to verification.

1626 As soon as it is determined that a shift will have less than (**6**) employees for more than 10 consecutive hours and a reserve is not available, the officer in charge will begin calling employees from the overtime list.

1. Anything less than 10 hours will be covered by reserve or standby personnel.

2. If you wish to participate, you must provide at least one (1) phone number and no more than two (2) numbers, to be used for this purpose.

3. Morning of call-in procedure: If you do not answer, you forfeit your turn, and the next person on the list will be called. Once the officer in charge moves to the next name on the list, you will rotate to the bottom of the list.

4. Advance call in procedure: If overtime is known in advance of shift needed, shift commander can give a courtesy call days in advance. The official call-in time will begin at 1800 hrs. The day before the overtime shift. If you do not answer, you will be allotted a minimum of ten (10) minutes to call back. If you do not answer or call back within the ten (10) minute window, you forfeit your turn and the next person on the list will be called. Once the officer in charge moves to the next name on the list you will rotate to the bottom of the list. If overtime is known after 2300 hours, call-in will begin at 0630 hr.

5. Whether you accept, decline, or do not answer, you will move to the bottom of the list, as this will be a continual rotation, based on the order of the list.

6. If you accept an overtime shift or partial shift, you must be prepared and report for duty within 1.5 hours, if needed, and you must work all available hours.

7. If an officer is needed for the overtime shift or partial shift, we will choose the first officer on the list in the rotation.

8. In an effort to facilitate this process as quickly as possible, if for any reason you are calling in sick, please do so as early as possible.

9. In the event that the rotational list is exhausted with an unfilled position, the mandatory procedures will become protocol.

10. Mandatory overtime will be staffed by the off-going shift. A separate rotational shift list will be generated and maintained by the Shift Commander. The list will be established by seniority, starting from lowest to highest in rank and time.

11. In the event that a potentially mandatory shift is voluntarily filled, the rotational list is not affected or changed.

EXHIBIT B – City Step In Grade Pay Plan Adopted 5/23/1996

ADOPTED BY CITY COMMISSION 4/1/86
7.f. ADOPTED 5/23/96

STEPS IN GRADE PAY PLAN

Purpose and Use
The Position Classification Plan provides a complete and updated inventory of all positions and is a systematic and standardized grouping of positions into classes or work. The Classification Plan establishes guidelines for qualifications for employment to the City. By describing and relating the various types and levels of work throughout the City, the Classification Plan provides guidelines for establishing pay relationships.

Composition
The Classification Plan comprises written Class Specifications for each class of work. Class Specifications or Descriptions are used as a guide in recruiting and examining candidates for employment, in determining the lines of promotion and developing salary relationships and in providing uniform job terminology to convey the same meaning to all concerned. This Classification Plan consists of class titles which we believe to be a workable plan for the foreseeable future.

COMPENSATION PLAN

Purpose
The Compensation Plan is intended to provide all employees with an equitable and competitive pay relation not only to pay received by other employees performing similar work in the City Government, but also rates paid by other employees in the labor market from which City employees are recruited. A pay plan of this nature is essential if qualified employees are to be recruited and retained.

Composition
The Composition Plan consists of a Salary Schedule showing salary grades and steps within the grades, the compensation attached to the step and a schedule listing the assignment of each class in the Classification Plan to a grade in the Salary Schedule.

The recommended Salary Schedule for each class title in the Classification Plan consists of a minimum and maximum rate of pay plus five intermediate steps. The schedule provides approximately 2.5% differentials between pay grades. Eight pay steps within each range of approximately 5% each, constitutes the pay range for each classification. There is a separate Salary Schedule for those employees working 56 and 40 hours per week.

1

Anniversary Dates
For the purpose of establishing Longevity, the employee's anniversary date should be that date one year from the effective date of his initial appointment to the City service. For purposes of salary increases (step plan), the anniversary date should be that date one year from the effective date of his last salary step increase.

Advancement Within a Salary Range
Pay steps within Salary Ranges are established to allow a means of rewarding an employee for Merit, to encourage careers with the City, to provide the employee with incentive and to recognize individual difference in performance. Increases within a Salary Range should not become automatic. All step increases are based on the employee maintaining at least a satisfactory evaluation rating. Advancement within a salary range will be to advance to Step B after completion of a six month probationary period and then the employee is eligible for a merit increase annually until reaching the top step of the salary range. There will be variations to this plan in the Public Safety Departments.

Longevity Step
Longevity is to recognize long service employees, encourage careers with the City, and to assist in the reduction of turnover of key employees. Most of the governmental agencies in the State have some type of longevity provision in their plan. An employee would become eligible for longevity pay with ten years of service with the City. The Longevity Step is also based on Merit. The employee must maintain at least a satisfactory evaluation rating each year.

Class Title
The Class Titles are reasonably descriptive of the kind of work assigned. By using the titles on payrolls, budgets, personnel forms and other reports dealing with positions, a common terminology is provided. Where there is more than one class in an occupational series, numerals are used to designate the relative level of the class. The Roman Numeral I always indicates the entrance level of the series.

CITY OF PALATKA PAY SCHEDULE

Section I - Installation of the Pay Schedule

Rule 1. EFFECTIVE DATE OF THE PAY SCHEDULE

Rule 2. IMMEDIATE SALARY ADJUSTMENTS

a. Employees now below the minimum grade shall be increased to the new minimum.

b. Employees who are now between appropriate grades shall be increased to the next higher grade.

Rule 3. USE OF THE PAY SCHEDULE FOR THE MINIMUM, MAXIMUM, AND INTERMEDIATE GRADES OF EACH SALARY RANGE.

These rules shall be interpreted so as to place each employee in the service of the City of Palatka on an appropriate grade of the salary range for the grade to which his position has been allocated; provided, however, that an employee whose salary on the above effective date of the adoption of the Pay Schedule is above the appropriate salary of this grade shall remain at his present salary so long as he remains in his present grade.

Rule 4. APPLICATION OF THE PAY SCHEDULE

The City Manager is hereby authorized and directed to put the Pay Schedule into effect.

Section II - Administration of the Pay Schedule

Rule 5. ANNIVERSARY DATE OF EMPLOYMENT IN A GRADE

The date that an employee is assigned to the grade shall be the anniversary date in the grade and shall govern salary advances while the employee remains in that grade.

Rule 6. NEW APPOINTMENTS

New appointments shall normally be made at the minimum step of the appropriate pay grade or salary range. However, appointments, under special conditions and on the approval of the City Manager, may be made above the minimum step when such actions is determined to be the best interest of the City of Palatka because of training or experience. City Manager may place employees in any grade determined to fit experience. Appr. by City Commission Jan. 14, 1988.

Rule 7. PERIODIC ADVANCES

a. The lowest pay step shall be the entry level of hiring rate. After six months, an employee is eligible for advancement to the next pay step. Should an employee not be considered qualified and advanced to the second step after six months

with the City of Palatka, he shall not be retained in the City employment beyond a thirty day period after the six months anniversary date of his employment. Variations may exist in the public safety departments.

b. The (B) or second step is considered the in-service training class. An employee shall remain in this step for a period of one year.

c. After the probationary period an employee with a satisfactory evaluation each year will advance through the steps on his date of rank.

d. An employee receiving a promotion shall receive an increase in pay. Date of Rank will stay the same when a promotion is given.

e. Longevity is a measure of the longevity of an employee to the City of Palatka and recognized that years of service provide for continuity. Every employee serving 10 years or more at the time this plan is adopted will receive 5% longevity. Longevity will then be given in five year increments. All other employees will receive 5% of their base salary on 10 years service and 5% of base salary in 5 year increments. (updated 11/90)

f. Persons who have topped out in their respective grades lose ground due to inflation. The City Commission may approve a cost-of-living adjustment to these persons of up to 2% annually.

These increases would occur on the employees normal date-of-rank and would be given only to those who receive no other increase except for that described in Rule 7.e. of this plan. These increases will be evaluated annually for each employee and may be withheld. Only base pay will be used in calculating the cost-of-living adjustment.

If the City Manager raises the employees grade in the course of a salary survey, the employee would maintain the differential received during those years when he did not receive a step increase. (updated 05/23/96)

Rule 8. ADVANCEMENT PROCEDURE

All advancements of the pay steps shall be initiated by the employee's supervisor and made by a written request of the respective department head and must be approved by the City Manager before becoming final for step advancements.

Rule 9. TEMPORARY, PART-TIME, AND OTHER CATEGORIES

a. Part-time employees shall normally be paid at a rate proportional to their hours of work, consistent with the Pay Schedule.

b. Under special conditions in the interest of the City of Palatka, temporary part-time, and other categories of employees may be paid at a special rate to be determined by the City Manager.

Rule 10. INTERPRETATION OF THE PAY SCHEDULE

The City Manager is authorized to make necessary administrative interpretations concerning the Pay Schedule including personnel actions involving re-employment, leave of absence, suspension, and demotion.

Rule 11. COPIES AVAILABLE

Copies of the approved Pay Schedule shall be available to all employees.

Exhibit C

	1	2	3	4	5	6	7	8	9
FIREFIGHTER	49,824.32	52,751.06	55,677.81	58,604.55	61,531.29	64,458.04	67,384.78	70,311.53	73,238.27
12%	17.11	18.12	19.12	20.13	21.13	22.14	23.14	24.15	25.15
		5.87%	5.55%	5.26%	4.99%	4.76%	4.54%	4.34%	4.16%

	1	2	3	4	5	6	7	8	9
FIRE ENGINEER	55,793.92	59,361	62,928.32	66,495.51	70,062.71	73,629.91	77,197.10	80,764.30	84,331.52
15%	19.16	20.39	21.61	22.83	24.06	25.28	26.51	27.73	28.96
		6.39%	6.01%	5.67%	5.36%	5.09%	4.84%	4.62%	4.42%

	1	2	3	4	5	6	7	8	9
LT	64,151.36	68,558.11	72,964.86	77,371.61	81,778.36	86,185.11	90,591.86	94,998.61	99,405.36
15%	22.03	23.54	25.06	26.57	28.08	29.6	31.11	32.62	34.14
		6.87%	6.43%	6.04%	5.70%	5.39%	5.11%	4.86%	4.64%

	1	2	3	4	5	6	7	8	9
CAPT	73,760.96	78,462.48	83,163.99	87,865.51	92,567.02	97,268.54	101,970.05	106,671.57	111,373.08
	25.33	26.94	28.56	30.17	31.79	33.4	35.02	36.63	38.25
		6.37%	5.99%	5.65%	5.35%	5.08%	4.83%	4.61%	4.41%

CITY PAY SCALE STEP 2-10 WITH 12-15% INCREASES FOR PROMOTION
TOOK STEP 10 AND MINUS STEP 2 FOR EACH POSITION WHICH =SALERY INCREASE OVER 9 YEARS.
"Union members' pay raises are established through the City's step plan structure.
Advancement and wage adjustments occur according to the negotiated step system and
are not tied to employee performance appraisals or merit-based assessments."

Exhibit D – City of Palatka Code of Ethics

PURPOSE

The purpose of this directive is to provide additional specificity to the standards of conduct embodied in the firefighters' code of ethics, our department's mission statement and vision statement, so that members of this department will better understand prohibitions and limitations pertaining to their conduct and activities while on and off duty.

It is important to remember that to carry out the duties that are imposed on us, the safety and protection of the citizens of this city, it is necessary to publish rules, regulations, policies, procedures, or standards of conduct that will assist us in fulfilling these important duties in a fair and orderly manner. It is understood that no set rules, regulations, policies, procedures, and standards of conduct can be adopted to cover all the circumstances that may arise; however, the standards contained in this chapter shall provide general guidelines for the conduct of members of this department.

*In the event of a conflict of interest between these standards of conduct and other elements of our rules and procedures and the current collective bargaining agreement applicable to Fire Department members, the collective bargaining agreement will prevail.

DEFINITIONS

Abusiveness – Any language, gesture or action that is meant to coerce, threaten, harass, belittle, intimidate, bully, or hurt another person.

Discrimination - Treating a person or a group of persons differently because of race, color, gender, sexual orientation, gender identification, religion, creed, ethnic origin, age, or physical/mental disability.

Harassment – Persistent, unwelcome conduct that unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

Members – All employees of the Palatka Fire Department including certified firefighters, civilian personnel, intern or independent contractors.

Sexual Harassment – Harassment that is sexual in nature includes, but is not limited to:

- Flirtations
- Verbal abuse that is sexual in nature.
- Graphic, verbal comments about a person's body.
- Physical touching.
- Sexual advances and/or propositions.
- Sexually degrading language.
- Displaying sexually suggestive objects or pictures in the workplace.

POLICY

It is the function of this Department to provide professional emergency services for the citizens of the City of Palatka and to hold accountable all Department members who provide this service.

PROCEDURE

Section A
MISSION, VISION and ETHICS

(1) Our Mission:
The mission of the Palatka Fire Department is :

- Never say "that's not my job" and always remember that you are a steward of the fire service and an ambassador for the city.
- **The mission of the Palatka Fire Department is to protect the lives, property and environment of the citizens and visitors we serve through an all-hazards approach to public safety.**

(2) Our Vision:
The vision of the Palatka Fire Department is "Just send it!"

- Give us the "Who", "When", "Where", and "Why" and we will show you the "How"
- **The vision of the Palatka Fire Department is to be a progressive and dynamic all hazards public safety organization committed to excellence in service delivery through training, prevention, and mitigation.**

(3) Ethics:
As members of the emergency services profession, we are all equally responsible for establishing, preserving, and promoting integrity and ethical behavior. High ethical standards must prevail in all our interactions with citizens and with each other.

(4) Core Values:

- Integrity- Always doing the right thing, even when no one is looking.
- Pride and Ownership- This is our department, and we are entrusted with taking care of it.
- Selflessness- Put the welfare of others ahead of your own.
- Compassion- Go the extra mile to deliver empathetic and sincerity with every encounter.
- Courage- Strength in the face of pain or fear.
- Community- Always remember that we are here for them.
- **The Palatka Fire Department values professionalism, integrity, compassion, responsibility, accountability, diversity, commitment, teamwork and health and safety with honest respect for all those we serve.**

Section B
RESPONSIBILITIES TOWARDS THE ORGANIZATION AND SUPERVISORS

(1) Abusiveness:
Fire Department personnel shall not use abusive language or gestures toward a supervisor or others.

(2) Chain of Command:
Department members shall adhere to the organizational chain of command in the course of regular duties except when necessary for maintaining the morale and/or the integrity of the Department, or in cases of justifiable personal need. No member shall address the department without the permission of the Chief or his designee. Orders go down the chain and complaints go up the chain this should never be reversed.

(3) Compliance with Policies and Directives:
The Palatka Fire Department incorporates its rules and regulations within its Standard Operating Guidelines. It will be the responsibility of each member to read, understand, and comply with all policies, procedures, rules, regulations, and standards of conduct.

(4) Department Telephones (Not Including Department Issued Cell Phones):
When a member of the department is called to or answers a department telephone, they shall respond by providing their rank and last name i.e., "Palatka Fire Dept., Firefighter Smith"? Members will keep personal calls to a minimum.

(5) Home Address and Telephone Numbers - Confidentiality:
Members shall treat the home addresses and telephone numbers of fellow department members as confidential information. Such information shall be released only when authorized or with consent of the department member concerned.

(6) Notification of Correct Address and Telephone Number:
Members shall keep the Department informed of their correct residential address. All personnel are required to have telephone service and shall keep the Fire Department informed of their correct telephone number. In the event that a member changes their telephone number or address, the member will notify the department within seventy-two (72) hours of the change.

(7) Physical Fitness:
Members shall maintain sufficient physical fitness conditioning so that they can perform all the essential elements of their assignment or job description. **Physical fitness will be determined by a licensed Physician. Fit for duty forms will be forwarded to the office of the Fire Chief and Human Resources.**

(8) Reporting of Personal Contact with Law Enforcement:
All members shall immediately report to the Fire Chief any incident that they are involved in which results in contact with a law enforcement agency. These incidents include, but are not limited to; traffic accidents, recipient of a traffic citation and any other incident where direct law enforcement action could have been taken but wasn't. This also includes being listed as a witness to a crime.

(9) Respect Toward Supervisors:
Members shall display respect by addressing supervisors by proper rank or title.

Section C
RESPONSIBILITIES TOWARDS SUBORDINATES

(1) Proper Supervision Required:
Supervisors of the Palatka Fire Department are charged with the proper supervision of their subordinates to include taking necessary, fair, and equitable corrective action. It is the responsibility of all officers to

enforce policies. Officers must conduct an annual review of all policies and immediately report any needed changes or updates to the Chief or his designee. Supervisors shall also be available for and offer necessary supervision to their subordinates.

(2) Supervisor Responsibilities on Harassment and Discrimination:
Ensure that any violation(s) of this policy are brought to administration's attention and dealt with fairly, quickly, and impartially. Officers shall always set the proper example. Supervisors will also oversee the development and periodic presentation of training programs to:

a) Communicate the commitment of the Fire Chief to provide a harassment/discrimination-free environment for all employees,
b) Educate employees as to what constitutes harassment and discrimination,
c) Encourage employees to report all complaints of harassment and discrimination,
d) Answer questions about this policy,
e) Explain this written policy to subordinates and their responsibility to enforce and make sure that an "informal" policy of bullying, harassment or discrimination does not exist in their ranks.
f) Sensitize employees to the emotional issues involved in harassment and discrimination.

(3) Supervisor and Subordinate Relationship:
Each supervisor is responsible for the appearance, activities, behavior, and performance of the personnel directly under their command.

(4) Supervisor Role as Trainer:
One of the primary responsibilities of a supervisor to their subordinates is to provide training guidance on a regular basis. This training guidance will consist primarily of on-the-job training and should be designed to assist subordinates in becoming better at performing their jobs.

(5) Supervisors and Delegation of Authority:
Supervisors can delegate authority and functions to subordinates, but they cannot delegate overall responsibility. Supervisors are held fully accountable for the results obtained by subordinates to whom tasks and authority have been delegated.

(6) Supervisors as Mentors:
Supervisors will coach, teach, and mentor their subordinates. They will provide them with both negative and positive feedback. Supervisors will be fair in all their dealings with subordinates and will not show favoritism or be capricious and arbitrary.

Section D

RESPONSIBILITIES TOWARDS FELLOW EMPLOYEES

(1) Harassment/ Discrimination:
Every employee shall treat other employees with dignity and respect to facilitate a sound professional work environment. Employees are obligated to report instances of harassment or discrimination and cooperate in an investigation of harassment and discrimination, including, but not limited to, coming forward with evidence both favorable and unfavorable to a person accused of harassment or discrimination. Employees are also obligated to refrain from filing bad faith complaints of harassment and discrimination.

(2) Cooperation:
Members shall conduct themselves in a manner that will foster cooperation among members of this department, fellow city employees, and other outside agencies, showing respect, courtesy, and professionalism in their dealings with one another.

(3) Improper Language Toward Fellow Employees:

No member shall use language or engage in acts that demean, harass, or intimidate another person. No member shall ridicule another employee by displaying obvious disrespect. Employees shall not use disrespectful or abusive language toward a fellow employee, subordinate or supervisor.

(4) Other Members Following Department Policy:
Members will not chastise, intimidate or retaliate against any other department member for following any department policy, procedure, rule, regulation or standard of conduct.

(5) Rumors and Gossip:
Members shall not engage in gossip or the spreading of rumors about fellow employees, visitors, citizens, supervisors, Command Staff, elected Officials. This does not preclude any legal rights to free speech or political opinions. Political speech should be relegated to the employees private life.

Section E
RESPOSIBILITIES TOWARD THE PUBLIC

(1) Discrimination:
It is the policy of the Fire Department to provide the highest level of service to all citizens without regard to race, color, sex, sexual orientation, religion, creed, ethnic origin, age, or physical/mental disability. Members will remain completely impartial towards all persons coming to the attention of the Fire Department. No member shall engage in any activity, behavior, or speech, either directly or indirectly, which serves to harass, intimidate, belittle or otherwise abuse any person due to the aforementioned distinctions. A member who believes that discrimination has occurred, is occurring or about to occur, will immediately notify their supervisor.

(2) Other Professional Agencies:
Members will fully cooperate with law enforcement agencies and other professional agencies. Members will treat employees from other professional agencies with respect and courtesy. In the event of a professional dispute with another agency, the member will refer the dispute to their supervisor.

(3) Professionalism:
Members shall conduct themselves toward the public in a civil and professional manner that denotes a professional service orientation that will foster public respect and cooperation.

(4) Professional Appearance:
While on duty or in uniform, a member of the fire department shall maintain a professional attitude and shall maintain a neat, well-groomed appearance.

Section F
OFF DUTY CONDUCT, AUTHORITY & RESPONSIBILITY

(1) Private Lives of Employees; General:
It is the department's intent to avoid any intrusion into the personal life of any member of the organization unless the member's personal life has a negative impact on the operations and/or image of the Fire Department.

(2) Private Lives of Employees; Specific:

All members shall conduct their private lives with high moral and ethical standards. Members shall avoid behavior that discredits them as a member of the department or brings discredit to the department or fellow department members.

Section G
USE OF INTOXICANTS

(1) Use of Intoxicants:
The consumption of intoxicants is prohibited while a member is in uniform or on duty; nor is a member allowed to consume intoxicants for a period of six hours before assigned shift arrival time. This rule is in effect in the event a member is called in for unscheduled overtime or emergency recall. When placed on "standby" members shall not consume intoxicants so that they can respond as a firefighter in an emergency situation. Members shall not use or possess, except as directed by a licensed physician, any narcotics, exhilarates, hypnotics, or hallucinogens or other toxic drugs or controlled substances and shall not report for duty if such use, as prescribed, renders one unfit for duty. Member must notify supervisor of any prescribed medication that he or she is taking.

(2) Consumption of Intoxicants:
Members and employees shall refrain from consuming intoxicating beverages to the extent that their actions while under the influence of intoxicating beverages discredits the Fire Department.

(3) Purchase of Alcoholic Beverages/Lotto Tickets While in Uniform:
Members shall not purchase alcoholic beverages, patronize electronic gaming establishments or lotto tickets while in uniform regardless of whether they are on or off duty. Uniforms shall not be worn off duty except on the trip home.

Section H
GENERAL CONDUCT STANDARDS

(1) Absence from Duty:
Members shall report for duty in accordance with their assigned work schedules and shall not be absent from duty without authorization or having made proper notification as follows: members who are unable to report for duty due to illness shall notify the on-duty supervisor not less than (one) 1 hour prior to the scheduled reporting time. This includes absences from department meetings, staff meetings, training meetings and mandatory department special events.

(2) Acts and Omissions that Bring Discredit Upon the Fire Department:
Members have an obligation to conduct themselves, both on and off duty, in a manner that reflects positively on themselves, their profession and the Department. Fire personnel shall conduct themselves in a manner that does not bring discredit upon the Fire Department or firefighters in general.

(3) Association with Criminals:
Members shall use good judgment when associating or dealing with persons whom they know or should know are persons under criminal investigation or indictments, or persons who have a criminal reputation in the community or known felons.

(4) Association with Dissident Groups:
Members shall not knowingly associate with any person or organization that advocates or is instrumental in fostering hatred or persecution of any person or group of persons, nor shall they knowingly associate with any person or group that advocates the overthrow of the United States Government, the Government of the State of Florida, the City of Palatka or Putnam County.

(5) Attention to Duties:
Fire Department personnel shall adhere to standard operating procedures, policies, and directives, and shall faithfully execute all the duties and responsibilities of their assigned position. This includes taking appropriate action in response to emergency situations where there is a known danger to the lives of others.

(6) Conduct Unbecoming a Department Member:
All circumstances which arise cannot be completely covered in the various listings of violations of conduct, neglect of duty, or disobedience of lawful orders. Therefore, it must be understood that no member of this Department shall conduct him/herself in a disorderly manner at any time, either "on" or "off" duty, or so conduct him/herself in a manner unbecoming the conduct of a member of the Palatka Fire Department.

(7) Derogatory Ethnic Remarks:
Members shall not make derogatory remarks concerning race, gender, gender identification, religion, age, sexual orientation, or national origin of any person.

(8) Failure to Appear/Tardiness:
Members shall promptly report for duty properly prepared at the time and place required.

(9) Failure to Remain "On Duty" or "On Call":
Members who are "On Duty" shall remain so until relieved or dismissed by proper supervisory authority. Department personnel who are "On Call" shall remain so and in proper condition to respond to a call until relieved by scheduling or by proper supervisory authority.

(10) Failure to Report for Duty Due to Improper Conduct:
Members shall be careful in their private activities and shall not subject themselves to circumstances such that they are unfit or unable to report for duty at the designated time because of illegal, or improper conduct.

(11) Falsification of Official Documents:
Members shall not knowingly falsify or knowingly cause another to falsify any official record or document.

(12) Harassment
Inappropriate behavior or harassment on the job because of race, gender, age, disability, religion, color, sexual orientation, national origin, or veteran status is prohibited by state and federal laws,
and by this directive. This includes actions ranging from blatant physical or verbal aggression to subtle coercion through touching or in any manner seeking sexual favors. This also includes behavior that could be constituted as creating a "hostile working environment."

(A) Discrimination or harassment may be subtle, manipulative and is not always evident. It does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome and is personally offensive. All forms of gender harassment are covered. Men and women can be sexually harassed; men can harass men; women can harass women. Offenders can be fellow coworkers, Officers, Chiefs, and others.

(B) A member who feels that he or she has been subject to any form of harassment should immediately report such activity to his/her supervisor. If for any reason the employee is reluctant to report the matter to his/her supervisor, then the member has several reporting options:

1. Fire Chief.
2. Deputy Chief/Fire Marshal
3. City of Palatka Human Resources Department

(13) Horseplay:
Members shall not engage in rough or boisterous play while at the Fire Department or anywhere that could distract or injure others who are performing their assigned duties.

(14) Job Knowledge and Performance:
Members are required to maintain job knowledge and skills required for the performance of official duties. Members shall maintain and demonstrate proficiency in areas including, but not limited to:

(a) Hazmat & Special Operations to their skill level
(b) Care and use of vehicles and equipment
(c) Knowledge of firefighting procedures
(d) Driving Skills
(e) Emergency/Medical care

(15) Misuse of Sick Time:
Members shall not fake illness or injury or falsely report themselves ill or injured or otherwise deceive any supervisor as to the condition of their health. Other income producing or recreational activities while on sick leave may be prima-fascia evidence of sick leave abuse. Fire Department personnel may be required by the Fire Chief to produce a medical receipt or physicians' correspondence for any sick leave more than two (2) consecutive shifts or three (3) or more separate sick days in any one twenty-eight (28) day period taken by a member.

(16) Members are expected to remain at their place of residence while on sick leave or notify their immediate supervisor of a location at which they may be reached. It is understood that members may need to leave their place of residence for short durations as necessary to obtain medical aids, food, perform necessary domestic errands, etc.

(17) Political Activity:
Members shall not engage in political campaigns while on-duty or dressed in departmental uniforms or identify themselves as Fire department personnel while engaging in campaigns, political activity or protests.

(18) Reporting Damage to Department Equipment:
Members shall report any damage to departmental property to a supervisor as soon as possible after the damage has occurred. No attempt to fix or alter damage shall be performed until after a report has been filed with the on-duty supervisor. No equipment shall be loaned to employees for personal use.

(19) Reporting Loss of Equipment:
Members shall immediately report the loss of Fire Department equipment (including badge and/or identification) to a supervisor.

(20) Reporting Motor Vehicle Accidents:
Members shall immediately report motor vehicle accidents in which they are involved with a Fire Department vehicle. See FD Rules and Regulations and the City of Palatka Personnel Manual for more information.

(21) Restricted Areas and Equipment:
Members shall obtain authorization from a supervisor before using Department equipment not regularly assigned to them, or before entering any locked or restricted area of the Department not normally accessible to them. Members shall not have in their possession or use a key that is not or has not been assigned to them.

(22) Suggestions:

Members are encouraged to suggest ideas and methods to improve organizational efficiency and effectiveness. Members are encouraged to do this by use of the suggestion box, verbally or in writing to their supervisor. Members offering suggestions will not be chastised, intimidated, or retaliated against.

(24) Traffic Accidents:
Members of the Palatka Fire Department have a responsibility to drive Department vehicles in a prudent manner, abiding by City of Palatka rules and regulations as well as all traffic laws. Members found at fault in traffic crashes while operating Department vehicles shall be subject to progressive disciplinary action.

(25) Untruthfulness:
Members shall not knowingly make false or untrue statements. Nor shall members make false statements to a supervisor or to any official of a law enforcement or government agency, even if such statements are not made under oath.

(26) Use of Profanity or Vulgarity:
Department members shall not use profanity or vulgarity in speech or gestures while in public while on duty. Because of the nature of firefighting, if a member in public uses profanity, the circumstances of its use will be assessed before discipline is imposed.

(27) Use of Tobacco Products:
Members will not use tobacco products in the fire station, in fire department vehicles or while interacting with members of the public. Tobacco products are not allowed on City property per Florida Statutes, city rules, and department rules.

Section I
Firefighter Code of Ethics

All Employees have the responsibility to conduct themselves in a manner that reflects proper ethical behavior and integrity. In so doing, they must help foster a continuing positive public perception of the fire service. Therefore, I pledge the following…

- Always conduct myself, on and off duty, in a manner that reflects positively on myself, my department and the fire service in general.
- Accept responsibility for my actions and for the consequences of my actions.
- Support the concept of fairness and the value of diverse thoughts and opinions.
- Avoid situations that would adversely affect the credibility or public perception of the fire service profession.
- Be truthful and honest at all times and report instances of cheating or other dishonest acts that compromise the integrity of the fire service.
- Conduct my personal affairs in a manner that does not improperly influence the performance of my duties or bring discredit to my organization.
- Be respectful and conscious of each member's safety and welfare.
- Recognize that I serve in a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, including uniforms, facilities, vehicles, and equipment and that these are protected from misuse and theft.
- Exercise professionalism, competence, respect, and loyalty in the performance of my duties and use information, confidential or otherwise, gained by virtue of my position, only to benefit those I am entrusted to serve.
- Avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by my official position or have the potential to create the perception of impropriety.

- Never propose or accept personal rewards, special privileges, benefits, advancement, honors, or gifts that may create a conflict of interest, or the appearance thereof.
- Never engage in activities involving alcohol or other substance use or abuse that can impair my mental state or the performance of my duties and compromise safety.
- Never discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
- Never harass, intimidate, or threaten fellow members of the service or the public and stop or report the actions of other firefighters who engage in such behaviors.
- Responsibly use social networking, electronic communications, or other media technology opportunities in a manner that does not discredit, dishonor, or embarrass my organization, the fire service and the public. I also understand that failure to resolve or report inappropriate use of this media equates to condoning this behavior.

Print Name_____Signature_____ Date_____

The penalty for violation of any of these rules will be based on the severity of the violation and in accordance with the current City of Palatka personnel policy. Other sources of discipline can be found in the City of Palatka Personnel Manual, City Safety Manual, and City of Palatka Fire Department Rules and Regulations.

Chris Taylor
Fire Chief

ADVISAL OF ADMINISTRATIVE INQUIRY / COMPLAINT REVIEW/ INTERNAL INVESTIGATION

Employee Acknowledgment

I, Firefighter _____, have been advised of a complaint / investigation concerning the following;

Alleged Misconduct or Violations:

_____
Signature of Firefighter

I, Firefighter _____, have received a copy of the Garrity Warning. I have read and understand said warning.

_____
Signature of firefighter

I, firefighter _____, have received a copy of the Firefighter's Bill of Rights. I have read and understand said document.

_____
Signature of Firefighter

Garrity Warning

Firefighter/Employee:_____ IA case #_____

At this time, I am going to question you about:

This questioning concerns administrative matters relating to the official business of the Palatka Fire Department. You are being questioned in reference to possible violations of City rules, Department rules, regulations, policies, procedures, or other improprieties.

You may be subject to disciplinary measures because of this investigation. I am not questioning you for the purpose of instituting a criminal prosecution against you. During this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct, neither your self-incriminating statements nor the fruits of any self-incriminating statements you make will be used against you in any criminal proceedings.

Since this is an administrative matter and any self-incriminating information you may disclose will not be used against you in a court of law, you are being compelled to answer my questions fully and truthfully.

This requirement is set forth in the Fire Department Rules and Regulations 1446, 1719 and 2504 requiring all employees to comply with all lawful orders.

If you refuse to answer my questions, this in itself is a violation of the rules and procedures of the department, and you will be subject to disciplinary action.
Do you understand what I have just explained to you?

_____
Do you have any questions concerning what I have just explained to you?_____

_____
____

I, _____ by my signature below, affirm that I have been advised of the "Garrity Warning" and have had its meaning explained to me.

Name_____
date_____

References:
City of Palatka Rules
Palatka Fire Department Rules and Regulations
Firefighters Bill of Rights

INTERVIEW / INTERROGATION CHECK LIST

My name is _____, rank_____, today's date is _____, and the time is _____. The location of this interview / interrogation is _____. The people present are: _____.

I am conducting an Internal Affairs Investigation into allegations of misconduct by the member(s) of the Palatka Fire Department, at the request of the Fire Chief; specifically, _____.

The complainant in this matter was _____. This interview / interrogation is being recorded.

OATH OR AFFIRMATION OF WITNESS. F.S. 90.605 (1) Before testifying, each witness shall declare that he or she will testify truthfully, by taking an oath or affirmation in substantially the following form (applicable to all Internal Affairs interviews and interrogations:)

Raise your right hand - "Do you swear or affirm that the evidence you are about to give will be the truth, the whole truth, and nothing but the truth?"

FIREFIGHTERS' BILL OF RIGHTS BILL OF RIGHTS QUESTIONS (Only for members who are the subject of the investigation)

___ Have you been provided a copy of the FIREFIGHTERS'' Bill of Rights?
___ Do you understand the FIREFIGHTERS' Bill of Rights?
___ Do you wish to have a representative present during this interrogation?
___ Do you waive your FIREFIGHTERS' Bill of Rights?
___ Have you been informed of the nature of this investigation?
___ Have you been informed of the name(s) of complainant(s)?
___ Have you been provided with all identifiable witnesses and their interview?
___ Have you been provided the following known statements, documents, and other evidence prior to this interrogation:
___ Identified witness if known (list):
___ Witness statements if known (list)
___ Existing subject officer statements if known and interviewed (list)
___ All other existing evidence (list) to include: ♣ Incident reports ♣ GPS locator information ♣ Audio or video recordings related to the incident under investigation.

GARRITY WARNING (only applies to members who are subject of the investigation)

___ Have you been provided your Garrity Warning?
___ Do you understand the Garrity Warming?
___ Do you have any questions pertaining to the Garrity Warning?

Notice of an Investigation

This notification serves as official notice of an internal affairs (IA) investigation that has begun to which you are deemed a party. The purpose of the IA process is a fact-finding process that may/may not uncover policy violations of the City of Palatka Personnel policy, the Palatka Fire Department policies, laws and or any improprieties.
You are hereby notified not to discuss any matter that is known or believed to be relevant to this investigation. If contacted by any party outside of this investigative body, you are required to notify the IA officer in charge immediately.
You are reminded to be truthful, honest, and forthcoming in answering all questions and provide material information such as names, contact information of other persons involved as needed.

The purpose of the internal affairs process shall be:

1. **Fairness**: Department members have a right to fairness regarding all manners of the investigative process for The City of Palatka Fire Department. With fairness in mind the desire of investigations through a legal and lawful process can show exculpatory facts or indications of wrongdoing. The importance of vindication of a non-guilty employee cannot be understated; this falls especially true in the eyes and minds of the public to which we serve and to the administration charged with our employment.
2. **Transparency**: The public to which we serve has the right to visibility in context related to the behavior of individuals or groups which are considered to be local government employees. The desire of the internal affairs process is for transparency and helps maintain the continued public trust.
3. **Clarity**: The various levels of administration in and above the City of Palatka Fire Department have been placed in a position of charge. With that responsibility in mind, the internal affairs process should provide clarity to those individuals with a duty to provide leadership and explicit interest in knowing the truth. Through a legal and lawful investigative process and with clarity, the administration can act with regard to sustained or dismissed complaints and/or policy violations.

   NOTIFY THE ASSIGNED INVESTIGATOR IF ANY PERSONS, EXCLUDING YOUR UNION REPRESENTATIVE CONVERSE OR ATTEMPT TO CONVERSE WITH YOU REGARDING THIS INCIDENT.

   _____
   Date:_____
   signature

City Of Palatka Fire Department
Letter of acknowledgement of Demotion

To: _____

From:_____

Re: Demotion

This letter is to inform you that effective _____ you are being demoted to the rank of _____in accordance with _____ to be demoted and relinquish_____ responsibilities. Your salary and wages will reflect your new position and include any eligible incentives, longevity steps or other bargained wages as allowed by the most recent bargaining agreement.

Please acknowledge your receipt of this letter by signing and dating this document.

_____

_____
Signature Date

Letter of Termination

Date:_____

_____,

This letter confirms your dismissal from the Palatka Fire Department for poor performance, effective immediately.

You are dismissed because, despite repeated feedback and performance coaching from your supervisors, your work performance has not improved. Your performance has been documented in _____letters of reprimand in less than one year which you have read and signed. Additionally, our last consult included a warning stating that no other reprimands would be tolerated.

We can mail your final paycheck to your home, or you can make arrangements with your supervisor or Human resources to pick it up. You will also receive a letter that outlines the status of your benefits upon your dismissal. Please return all City of Palatka property to the Main Station at 100 North 11th street Palatka, FL 32177 as soon as possible. If all City property is not returned before your next and final pay cycle your check will be held until which time our property is returned. This property may include: keys, Ids, dog tags, bunker gear, hoods, boots, gloves, radio, flashlights, class A & B uniforms and any other miscellaneous gear that was supplied by the City of Palatka. All other inquiries should be communicated to the Human Resources Department.

You will need to keep the City informed of your contact information so that we are able to provide the information you may need in the future such as your W-2 form.

Regards,

_____Fire Chief

City of Palatka Fire Department

City of Palatka Disciplinary Template
All discipline will be carried out with just and proper cause in accordance with the Firefighter Bill of Rights and other related Florida statutes.

4-Step Progressive discipline

Step 1:
Verbal Warning
Step 2:
Written Warning
Step 3:
Suspension
Step 4:
Termination

4 reprimands in less than one year may result in termination.

Formal Investigations shall include:

Provisions of FSS 112.82 Firefighter's Bill of Rights

All formal investigations will be conducted by the Palatka Police Department or the Deputy Fire Chief dependent on the severity of the accusations and availability.

Notice of an Investigation
Advisal of an Investigation
Garrity Warning
Interview Checklist
Letter of Demotion
Letter of Termination
Letter of Disciplinary Action
Employee Corrective Action Report

Professional Firefighters of Palatka, Local 2992
&
City of Palatka
Contract Agreement

October 1, 2022 - September 30, 2025

*NOTE: The basis of this contract agreement is the current agreement that is in place. This document represents what the City of Palatka and Professional Firefighters of Palatka have agreed upon as dated.

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ARTICLE 1 AGREEMENT

This Agreement is entered into by and between the City of Palatka, herein referred to as the "City," and the Professional Firefighters of Palatka, Local 2992, herein referred to as the "Union."

ARTICLE 2 PURPOSE

It is the intent and purpose of this agreement to provide conditions of employment conducive to the most efficient operation of the City Fire Department and to maintain harmonious relations between the City and the Union. It is understood that the Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public, and both parties hereto recognize the need for a continuous and reliable service to the public.

ARTICLE 3 RECOGNITION

1. The City recognizes the Union as the exclusive bargaining representative of all regular full-time employees in the classifications of Captain, Lieutenant, Engineer, and firefighters.
2. Probationary employees shall be covered under this Agreement; provided, however, probationary employees shall have no right to available administration or grievance procedure. The term Probationary employee, in this case, refers to new hires only. The City and Fire Department Rules and Regulations shall govern the duration of and other provisions relating to an employee's probationary period.
3. All references to employees in the Agreement designate both genders. Wherever the male gender is used, it shall be construed to include male and female employees.
4. The employer agrees that there will be no individual negotiations with any employee as to wages or other economic benefits specifically covered by this Agreement.

ARTICLE 4 MANAGEMENT RIGHTS

Management rights are codified in Florida State Statutes 447.209 Public Employer's rights:

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the rights of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

ARTICLE 5 NON- DISCRIMINATION

The Parties agree not to interfere with the right of any employee covered by this agreement to become a member of the Union, withdraw from membership from the Union, or refrain from becoming a member of the Union. There shall be no discrimination against any employee covered by this agreement by reason of race, creed, color, national origin, gender, age, religion, marital status, disability, Union membership, or lack of Union membership.

ARTICLE 6 CHECK OFF

1. Any membership of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format approved by the City may, by request in writing, have his/her membership dues, initiation fees and uniform assessments in the Union electronically deducted from his wages on a weekly basis. Dues, assessments and initiation fees so deducted shall be transmitted to the Union monthly, by the 15th day of the month following the month in which the dues were deducted. The exact dollar amount to be deducted from each employee's salary is provided by the employee to the City. However, the City shall have no responsibility for any liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the City to comply or attempt to comply with the provisions of this article.
2. It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct union fines, penalties, political action payments, or special assessments of any kind.
3. Any member of the Union may, within thirty (30) days written notice to the City, request that the City cease making deductions from his/her wages.
4. There will be no charge for dues deductions. The employer will, without cost to the Union, place one copy of this agreement in each working location.

ARTICLE 7 SPECIAL MEETINGS

The President of the Union or his/her designee from Local 2992 may arrange to meet with the City Manager or other person designated by the City to handle employee relation's matters. Request for such meetings shall be arranged through the Fire Chief and /or City Manager, and any such meeting shall take place at a time and place agreed upon by the Union and the City.

ARTICLE 8 WORK STOPPAGES

1. There will be no strikes, work stoppages, picketing in furtherance of any strike or work stoppage, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this agreement. Picketing as used herein shall mean any action, which has the effect of preventing any employee of the City from reporting to or continuing work or preventing the public from entering any City facility. Picketing for purely informational purposes (i.e., picketing not having the effect of interfering with employees of the City reporting to or continuing to work) shall not be prohibited.
2. Recognizing that Florida law prohibits the activities enumerated in section 1 above, the parties agree that the City shall retain the right to discharge or otherwise discipline some or all the employees participating in or promoting any of the aforementioned activities, and the exercise of such rights by the City will not be subject to recourse under the grievance arbitration procedure herein.
3. The Parties recognize that the activities enumerated in paragraph 1 are contrary to the ideals of professionalism and to the Department's community responsibility. Accordingly, it is understood and agreed that in event of any violation of this article the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

ARTICLE 9 UNION STEWARDS AND REPRESENTATIVES

1. There shall be three (3) employees designated as union stewards; one (1) per shift. The names of the Union Stewards and Union Officers shall be furnished in writing to the City Manager and the Fire Chief. Any changes shall be promptly reported in writing. No Steward will be recognized unless said written notice has been provided.
2. Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his/her own grievance in person or by legal counsel to his/her Employer and having such grievance adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. The Union will be given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

ARTICLE 10 GRIEVANCE PROCEDURE P.F.D.

10-1. A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. The Fire Chief and/or his designee shall be kept informed of each step of the grievance.

10-2. Grievances shall be processed in accordance with the procedures as set forth in this Article and shall be determined by the application of the terms of this Agreement, the laws of the United States, and the laws of the State of Florida.

Time is considered to be of the essence for the purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned and shall be barred, forfeited and foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered by the City within the time limits provided below will automatically advance to the next higher step of the grievance procedure. Time limits may be extended only by written mutual consent of the parties.

The aggrieved employee may request that a Union steward or officer be present at any and/or all steps of the grievance procedure.

STEP 1:

The aggrieved employee or the Union shall present orally and in writing, their grievance to the shift commander or acting shift commander within seven (7) calendar days after the occurrence of, or knowledge of the event(s), which gave rise to the grievance.

The shift commander or acting commander shall, within seven (7) days receipt of the grievance, meet with and confer orally with the grievant and respond to the grievance in writing. Discussion shall be informal for the purpose of settling differences in the simplest and most direct manner. The Shift Commander will notify the Chief of the grievance and/or its outcome within seven (7) days.

STEP 2A:
If the grievance is not settled in the first step, the grievant shall, within seven (7) days of the date of the answer or lack of response, present their grievance and a representative's name for the grievance committee in writing to the Fire Chief. The Fire Chief has seven (7) days to resolve the grievance to the satisfaction of the grievant or name his representative for the grievance committee. The grievance committee once formed shall consist of;

1. One person chosen by the grievant
2. One person chosen by the Fire Chief
3. One person chosen by the first two named members of grievance committee.

The first two members of the grievance committee shall have seven (7) days to agree on and select the third member of the committee. The committee shall have seven (7) days to make a recommendation to the Fire Chief.

STEP 2B:
The Fire Chief or their designee shall within seven (7) calendar days following the receipt of the grievance committee's recommendation or expiration of committee's time, unless notified of time extinction as allowed above, shall obtain the facts concerning the grievance, meet with the aggrieved employee, and notify the aggrieved employee of his decision in writing.

STEP 3:
If the grievance is still unresolved, the grievance and all responses shall be submitted to the City Manager and/or their designee within

seven (7) calendar days of the time response due in Step 2B. The City Manager and/or their designee shall, within seven (7) working days, review the grievance and responses, and then meet and confer with the aggrieved employee and notify the aggrieved employee of their decision in writing.

STEP 4:
The Union may request that any decision of the City Manager be reviewed through arbitration under this Article (Grievance and Arbitration Procedure), by submitting a written request within seven (7) days after receipt of the City Manager's written decision. Arbitral review of the decision of the City Manager shall proceed in accordance with the provisions as specifically set forth below.

In accordance with this Article and the limitations set forth in Article 4 (Management Rights), the arbitrator shall affirm the City Manager's decision unless they determine that said City Manager's decision was arbitrary and capricious as defined in this article. Where the arbitrator determines that the City Manager acted arbitrarily and capriciously, as defined by this Agreement, the arbitrator may order rescission of the disciplinary action or other action and/or reinstatement of the former employee. Arbitrary, for the purpose of this agreement, is defined as deciding an issue by whim or caprice with no basis for that decision. Capricious, for the purpose of this agreement is defined as an impulsive and unpredictable decision with no discernable basis for its having been made.

The arbitrator may be any impartial person within the City of Palatka mutually agreed upon by and between both parties. However, in the event that the parties are unable to agree upon an impartial arbitrator, within ten (10) working days, the parties shall jointly request Federal Mediation and Conciliation Services to furnish a panel of seven (7) qualified arbitrators from which each party shall strike three (3) names in alternating fashion, thus the

seventh (7th) name will be the impartial arbitrator. Both parties shall notify the person whose name remains that they have been selected as the arbitrator. The party requesting arbitration shall strike first from the list of arbitrators provided.

The City and the employee (or the employee with the Union's assistance) shall mutually agree in writing as to the statement of grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine their decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine their consideration and determination to the written statement of the of the grievance presented in step 2 of the grievance procedure. The arbitrator will be privileged to all documents and evidence pertaining to the grievance. The arbitrator shall have no authority to substitute their judgment for that of management and/or to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amend thereon. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, nor shall this collective bargaining Agreement be construed by the arbitrator or an award be made which supersedes applicable state and federal laws and City ordinances not inconsistent with this Agreement, except to extent as specifically provided herein.

The arbitrator may not issue declaratory opinions and shall confine exclusively to the question, which is presented to them, which the question must be actual and existing. The party filing the grievance and requesting arbitration shall, at all times, have both the burden of going forward with its evidence and the burden of proving its grievance beyond any reasonable doubt (i.e., proving beyond reasonable doubt that a provision of this Agreement was violated).

Each party shall bear the expense of its own witness and of its own representatives for purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses and any expenses associated with obtaining a hearing room shall be split by both parties. Both parties shall also share the cost of the transcript of the hearing. There will be no cost for use of the hearing room if owned by the City.

Either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. Notwithstanding any provisions of Florida Law, The parties agree that the standard of review of the Arbitrator's decision shall be whether the Arbitrator had clear and convincing evidence to establish that the City Manager had acted arbitrarily and capriciously, as defined above, in making their decision.

ARTICLE 11 RULES AND REGULATIONS

1. The Union and City agree that they shall comply with all City and Fire Department Rules and Regulations, including those related to conduct and work performance, and that the current Rules and Regulations will be part of this contract.
2. The Union shall have fourteen (14) days prior written and posted notice to any proposed change in the existing policies and any additions to policy.
3. All employees shall be provided a current copy (including any changes or additions as they are made) of the City rules and regulations, and Fire Department Rules, Regulations and Standard Operating Guidelines which can be identified by either the City Manager or Fire Chief's initials along with the initials of the current Union President.
4. An advisory committee, as defined in the Fire Department Rules and Regulations, will review and make semi-annual recommendations.

ARTICLE 12 SWAP TIME

1. Employees shall have the right to swap shifts or any portion thereof with the approval of the employee's immediate officer and the Fire Chief or Fire Chief's representative. Said request shall be submitted one (1) shift in advance and shall not be unreasonably withheld. The Chief or his designated representative may waive the requirement of one (1) shift in advance.
2. The employee will be notified in writing as to the reasons for any denial of exchange time.

ARTICLE 13 UNION HELD HARMLESS

The Union and its members shall be held harmless from lawsuits or other legal action taken against the City of Palatka or where faulty equipment, maintenance, and/or improper repairs on equipment are cited as contributing factors in such legal action. The members of this Fire Department are routinely required to conduct repairs and maintenance, which they may or may not be qualified to do. For these reasons, the Union and its members shall be held harmless. This article omits acts of malice or intent on the part of the employee.

ARTICLE 14 SUBCONTRACTING

The City and the Union agree, that subcontracting any work, duties, or assignments, that the Union preforms, will be prohibited for the life of this contract.

ARTICLE 15 WAGE AGREEMENT

1. Members shall receive a clothing allowance of **$15.00** a week, payable weekly.
2. Union members will receive any cost-of-living adjustment (COLA) that other City employees receive during the term of this agreement.
    - Members shall receive a **$1** per hour salary adjustment and 2% raise all three years of the contract starting October 1, 2022.
3. Any paramedic shall receive **$35.00** per week, so long as they maintain the paramedic certification. In the event that Advanced Life Support service is initiated; this article may be opened for further negotiations.
4. All bargaining unit employees will receive retirement as set by the Fire Pension Board and City Commission.
5. For the health and safety of the members of the department, each shift will remain at seven (7) full time employees, with the minimum staff of six (6) for daily operations. This does not include administrative positions. When the shift staff drops below six (6) for more than two (2) hours, an employee will be called in to work. All members of the bargaining unit will receive the same cost-of-living adjustments or any other economic benefits, if any, that any other group of non-bargaining unit employees of the City enjoy.
6. In the event that an officer (Captain, Lieutenant, or Engineer) is absent from the shift for a period greater than thirty days, the Fire Chief shall appoint an 'acting officer' from within the department to fill the position.
7. Fire personnel will receive a **$15.00** per week incentive for maintaining a current State of Florida Fire Inspectors certification.

8. Fire personnel will receive a **$25.00** per week incentive for maintaining certification in all five disciplines of U.S.A.R. (Urban Search and Rescue).
9. Fire personnel will receive a **$25.00** per week incentive for maintaining a Hazmat Certification.
10. Fire personnel will receive **$15.00** per week incentive pay for maintaining a current state of Florida Instructor's Certification and delivering sixteen (16) hours of course instruction each calendar year.
11. The City and Union agree to the following longevity process: Longevity is to recognize long service employees and encourage reduction in turnover. An employee is eligible for longevity pay on their tenth (10) anniversary date and upon completion of each five (5) year anniversary thereafter of satisfactory service with the City and will be awarded a 5% increase in base pay at the end of each five (5) year increment. Longevity pay will be granted regardless of what percentage amount of a COLA pay increase might be granted for the year by the City Commission. The City and Union agree to follow the City's longevity plan in step and grade adopted 05/23/96. See EXHIBIT B.
12. In the event of a financial urgency requiring modification of an agreement, the chief executive officer or his or her representative and the bargaining agent or its representative shall meet as soon as possible to negotiate the impact of the financial urgency. If after a reasonable period of negotiation which shall not exceed fourteen (14) days, a dispute exists between the and City and the Union, an impasse shall be deemed to have occurred, and one of the parties shall so declare in writing to the other party. The City and the Union shall then proceed pursuant to the provisions of Section 447.403, Florida Statutes. An unfair labor practice charge shall not be filed during the fourteen (14) days during which negotiations are occurring pursuant to this section. Such

reductions in the work force shall be implemented using "First In - Last Out" process.

ARTICLE 16 UNION MEETINGS

1. The Professional Firefighters of Palatka, Local 2992 will be allowed to hold union meetings each month at the Palatka Fire Department. The Union understands that these meetings cannot disrupt the work schedule of the station, nor can the privacy of the meetings be guaranteed.
2. The Professional Firefighters of Palatka will be allowed to display their official union charter in the Palatka Fire Department Stations.
3. The Professional Firefighters of Palatka will be allowed to display one bulletin board in each of the Palatka Fire Department Stations.

ARTICLE 17 PROFESSIONAL RECORDS

Each employee shall have full knowledge of the contents of his/her personnel files. Disciplinary actions will require the signature of the employee or witnessed notice that he refused to sign.

ARTICLE 18 WORK WEEK AND OVERTIME

1. The Chief and Administration as per the Management Rights Clause shall set the work schedule for shift employees.
2. Any change in shift hours (24/48) schedule, start time 0800-0800 or current seven (7) day pay cycle will be impact bargained with the union. Payroll will be processed every two weeks. Two-week processing will not affect over time on 7 day cycle.
3. The Fair Labor Standards Act will be strictly adhered to.
4. Any reductions in positions by commission will be impact bargained.
5. A reduction in hours will not result in a reduction in annual salary.
6. Fire personnel will continue to receive 24 hrs. Off time for their Personal Holiday and 24 hrs. Off time for their Safety Holiday as agreed upon in October 6, 2008 Step-in-Grade negotiations.
7. Overtime shall be scheduled by a rotational list per Overtime List Rotation Rules and Regulations #1626 (EXHIBIT A). The included steps shall follow:
    a. The officer in charge will call employees from the overtime list.
    b. Should there be no answer from the employee, the officer in charge will move to the next employee.
    c. If the employee accepts, declines or does not reply that employee moves to the bottom of the list. The process starts over once the list has been exhausted.
    d. The list shall be used for any time that exceeds 10 hours in a 24- hour shift.
    e. If the need for an officer to fill the overtime shift arises, the first qualified officer on the list shall be called.
    f. If no one volunteers to fill an overtime shift, The mandatory overtime policy shall be followed. (Article 26)

ARTICLE 19 SCHOOL LEAVE REIMBURSEMENT

The City in recognition of the importance of furthering education is willing to reimburse members of the department their time voluntarily spent in classes approved by the Fire Chief, under the following conditions:

If an employee voluntarily goes to an approved class they shall receive an hour per hour of time off. This time must be used in accordance with the time off policy and within one year of the time it was earned or it will be lost. When attending classes for a certification that is over 100 hours, school time will be given at the completion of each class. When attending HAZMAT classes, members must pass the state test before receiving school time. As allowed under Fair Labor Standards Act, time awarded under this policy cannot be transferred into cash payments. This time reimbursement is an additional benefit the City is providing that is not a wage and hour mandate and is recognized as such by the Union.

Classes must be approved by the Fire Chief for the time reimbursement **before** the classes are taken. When a member uses this time, it will not be deducted from their hours worked or will it be added to their hours worked.

The approved classes are as follows:

- Hazardous Materials/ U.S.A.R
- Fire Inspector and Instructor classes
- Fire Officer One/Two classes
- Pump Ops/Hydraulic classes
- EMT and/or Paramedic recertification
- Recertification classes for above
- Any other class approved by the Fire Chief

ARTICLE 20 COMP TIME / STAND BY POLICY

1. Personnel will be allowed to choose overtime or compensatory time for first and second standby; third standby is eligible for compensatory time only as outlined in the current standby policy.

The maximum amount of comp time allowed to be held by any Fire Department employee shall be set at 96 hours.

2. The current standby policy in Fire Department Rules and Regulations, section 1600, (EXHIBIT A) is hereby adopted into this contract, with the following:

To sign up for standby you must remain within 35 miles of the Palatka Main station or Kay Larkin Station. Anyone called in on standby must report for duty with-in 40 minutes from the time paged.

ARTICLE 21 HEALTH AND SAFETY

1. All fire department personnel shall receive an annual physical, EKG, hearing, and pulmonary function test every 12 months (±3 months). All department personnel shall receive a blood draw every two (2) years. All department personnel shall receive a chest x-ray and heavy metal blood screening every four (4) years. All department personnel shall receive a complete blood screen after any significant hazardous materials event. Significant event can be defined as any event involving dangerous chemicals where exposure and health risks are a genuine concern.
2. All employees shall be allowed to exercise while on duty with the option of personnel traveling to the Kay Larkin Station gym beginning at 1700 hours (provided exercise for health and fitness does not interfere with emergency response). Reasonable actions should be taken by emergency response personnel and shift commanders to ensure the option to exercise for health and fitness of all emergency response personnel.

ARTICLE 22 PROMOTIONAL POLICY

1. The current promotional policy as stated in the Fire Department Rules and Regulations (below), with following changes, is hereby adopted into the contract for the life of this contract.

2. All new hire candidates, including reserve, must pass the current physical agility test, the approved written exam, and must be state certified Firefighter 1 and Firefighter 2 and state certified Emergency Medical Technician (minimum) to be considered for employment.

1200
Promotional System

1201 When a position becomes vacant, or a known vacancy is imminent, the Fire Chief must declare the position vacant within 30 days of the position becoming vacant. At that time a notice will be posted advising all Palatka Fire Department career personnel who meet the promotional policy requirements for the vacancy. Furthermore, the notice will not give a deadline of not less than 30 days, nor more than 60 days, for interested, qualified personnel to submit letters of interest with appropriate supporting documentation to the Fire Chief or his/her designee. No letter of interest will be accepted after the submission deadline as stated in the notice.

1202 All testing will be held within 45 days after the deadline to submit letters of interest.

1203 Eligibility to compete for each rank is as listed below:

A. Engineer:
   a. Shall be a current, full-time employee of the Palatka Fire Department, whose current term of service is no less than two

consecutive years on the date resumes are due.

b. Shall have the following classes/certifications:

i. Florida State Hazardous Materials Technician Certification
ii. Firefighter Tactics/Strategies I
iii. Pump Operators Certification
iv. Florida State Certification Level in Urban Search and Rescue Confined Space Rescue, Vehicle Extrication, Ropes Rescue, Collapse Operations, and Trench Rescue.
v. ICS 100,200,300,400,700 & 800.

B. Lieutenant:

a. Shall be a current, full-time employee of the Palatka Fire Department, who has served in the rank of Engineer for not less than **2** years, or who has been a full-time Fire Fighter with the Palatka Fire Department for the previous 6 consecutive years, and meets all current requirements for Engineer.

b. Shall have the following classes/certifications:

i. Florida State Fire Officer I Certification
ii. Florida State Fire Inspector I Certification

C. Captain:

a. Shall be a current, full-time employee of the Palatka Fire Department, who has served in the rank of Lieutenant for not less than 2 years, has the Florida State Fire Instructor Certification and meets all other current requirements for Lieutenant.

1204 A three person board and a department facilitator will be appointed by the Fire Chief to administer the practical portion of the Engineer's exam or the oral board for Lieutenant's and Captain's exams. A department facilitator will be appointed by the Fire Chief to administer written examinations.

1205 The three person board will consist of persons who are not members of the Palatka Fire Department, who possess skills and knowledge in the areas to be tested. No member of the three person board will be of a lesser rank than the position being tested for.

1206 The three person board will forward the scores of those who are tested to the Fire Chief.

1207 A minimum of 70% score for written and practical exams is required for all ranks. Scoring for Engineer will be as follows: Written test -45%; Practical Exam -45%; Job Time -10%. Scoring for Lieutenant and Captain will be as follows: Written Test - 55%; Oral Board - 35%; and Job Time - 10%. Extra points for education will be given according to the chart in Section 1210.

1208 Written test study material will consist of the following:

A. Engineer: City Personnel Rules, City Safety Manual, Palatka Fire Department Rules and Regulations, Palatka Fire Department Standard Operations Guide, Pump Operator book and Fire-ground strategies text chapters 1-8, and Tower 21 Operations Manual.

B. Lieutenant: City Personnel Rules, City Safety Manual, Palatka Fire Department Rules and Regulations, Palatka Fire Department Standard Operation Guides, Fire-ground Strategies, Company officer text, Fire Inspection and Code Enforcement Text, Tower 21 Operations Manual.

C. Captain: City Personnel Rules, City Safety Manual, Palatka Fire Department Rules and Regulations, Palatka Fire Department Standard Operations Guide, Fire Inspection and Code Enforcement Text, Fire Instructor Text, Tower 21 Operations Manual.

1209 Seniority points will be awarded at 1/10th point per month of uninterrupted service with the Palatka Fire Department, not to exceed 20 years of service.

1210 Educational points will be awarded as follows: (Maximum allowed is 20 points.)

Certification:	Engineer	Lieutenant	Captain
Inspector I	5		
Inspector II	2	2	2
Fire Officer I	3		
Fire Officer II Complete	10	10	10
Fire Officer II Partial :			
Fire Prevention Practices	1	1	1
Tactics and Strategies II	1	1	1
Fire Protection Systems	1	1	1
Fire Service Course Design	1	1	1
SERP	1	1	1
Computer Literacy/ Micro Computer Concepts or equivalent	1	1	1
Instructor I, II, or III	5	5	
Bachelors in Fire Science	8	10	10
Associates in Fire Science	4	5	5
Bachelors- other	4	4	4
Associates- other	2	2	2

*** Points for College Degree will be awarded only for the highest level completed. You will not receive points for having both an Associates and a Bachelor's degree in either of the categories, or a combination of both. You will only be awarded points for one of the four options listed above. ***

1211 Personnel File review: Personnel files will be reviewed and two points will be deducted for each written reprimand less than 12 months old.

1212 The order of testing and scoring shall be as follows:

A. Written Exam: Engineer's exam - 50 questions; Lieutenant's and Captain's exams - 100 questions.
B. Engineer's Practical exam, and Lieutenant's and Captain's Oral Board, will be scheduled within 10 days of written exam.

1213 When testing is completed, service points, educational points, personnel file reviews, and test score points will be combined to arrive at a total final score for each candidate. A promotional list will then be established and posted by descending order of total scores. Candidates must have a minimum of 70% on all test scores to be eligible for placement on the promotional list. In the event of a tie, the candidate scoring the highest on the written exam will receive consideration. If still tied, the candidate with the most educational points will receive consideration.

1214 If there are more vacant positions than qualified applicants, the following process shall be followed until there are enough candidates to fill the positions:

A) Drop one year from the time in grade requirement.
B) Drop one class from the educational requirement that is not part of a required certification. The dropped class must be successfully completed within one year of promotion, or as soon as it is offered.
C) Drop any one class. The dropped class must be completed within one year of promotion, or as soon as it is offered.
D) Drop six months from the time in grade requirement.

1215 If there are more positions open than qualified applicants, the strike-down method in Section 1114 will be used. The qualified applicants will test against each other, if more than one, for the first available positions. The strike down applicants will test for the additional available positions. Strike down applicants will not be testing against qualified applicants, nor will they be testing against lower level strike down applicants.

After testing is completed and there is not enough applicants that have passed testing to fill the open position(s) we will use the strike down method to the next level that allows at least one additional personnel to test. All previous applicants that

failed will be allowed to test. All applicants for this testing will be testing against each other.

1216 All persons promoted shall serve a probationary period of not less than 6 months.

1217 Exam scores will stand for 2 years from the date of testing.

1218 Acting positions (Captains, Lieutenants, and Engineers) shall be appointed by the Fire Chief in the event that an officer is due to be absent for a period greater than 30 days. Members will be appointed to acting positions at the discretion of the Fire Chief, and if possible, that person shall meet all the qualifications for the vacant position.

Revised 11/3/09

ARTICLE 23 UNIFORMS AND EQUIPMENT

1. The City agrees to continue to provide the employees with uniforms, uniform shoes/boots and other equipment. A complete uniform will consist of proper and appropriate trousers, dress shirts (class A&B) both short and long sleeve, t-shirts both long and short sleeve, belt, dress shoes, duty boots, name plate, badge, hat with department logo, and winter jacket.
2. All uniforms and equipment shall conform to industry standards.
3. All uniforms and equipment shall be replaced as needed to maintain professional appearance and safety of the firefighter.

ARTICLE 24 SICK LEAVE

1. Full time Fire Department employees will earn twelve (12) hours of sick leave per month after their hire date. Sick time will be available as it is earned. There shall be no limit on the number of days of unused sick leave an employee may accrue.

2. Unused sick leave may not be used to provide employees additional vacation time. It is a privilege to be used only when needed and is intended for bona-fide illness, medical or dental appointments.

3. An employee who separates from City service after ten (10) years of service and in good standing with the City shall be eligible for payment of one quarter (1/4) of all unused sick leave accrued. In no case shall personnel receive payment for sick leave credits in excess of seven hundred and twenty (720) hours.

ARTICLE 25 SHIFT CHANGES

1. The union understands that members will have to undergo shift changes from time to time. The Fire Department agrees to honor all scheduled time off for an employee whom is required to change shifts.

ARTICLE 26 MANDATORY OVERTIME

1. When an overtime shift is not voluntarily filled, it will be mandatory that an employee from the off-going shift will have to work the overtime shift. Each shift commander is responsible for maintaining a current mandatory overtime list for their shift. When an employee is mandatoried, their name will go to the bottom of the list.

2. If the employee to be mandatoried has any time off (sick, school, vacation, comp) for the pay week of the mandatory shift, they will be skipped for that shift. The said employee will remain at the top of the Mandatory list.

3. Employees, who use a sick day in the same pay week as they were mandatoried, will be entitled to their usual weekly pay, since they will have worked their usual hours.

ARTICLE 27 AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location of place of business of either party hereto.

ARTICLE 28 SIGN OFF AND DURATION

This agreement shall be effective as of October 1, 2022, and remain in full force and effect until September 30, 2025, or until negotiation is completed on the succeeding contract.

City of Palatka

By: _____
Roberta Correa, Its Mayor

By: _____
City Clerk

Professional Firefighters of Palatka, Local 2992

By: _____ 2/1/23
President, Local 2992

By: _____ 2/1/23
Secretary, Local 2992

1600

Standby and Overtime Policy

1601 This policy is intended to cover most normal situations regarding standby slots and overtime. It is not intended to cover all situations during times of emergencies.

1602 There will be a calendar posted in the watch room at the main station for standby for career personnel and overtime for reserve personnel. Standby periods shall be no less than 12 hours, commencing no later than 0800 hours or 2000 hours on the date of the standby shift. Standby shifts will be either 12 or 24 hours.

1603 There will be a first, second, and third standby slot for each day of the year.

1604 Prior to the 16th day of the month, you can sign up for one first standby, one second, and one third standbys for the following month.

1605 From the 16th to the 20th day of the month, you can sign up for one additional first standby, one second standby, and one third standby for the following month.

1606 From the 21st day until the 25th day of the month you will be allowed to sign up for one additional first standby, one second standby, and one third standby for the following month.

1607 On the 26th day of the month, you may sign up for any additional days available.

1608 The normal times for standby sign up are 07:30 to 22:00.

1609 Only the Fire Chief or Shift Commander shall have the authority to remove someone else's name from the calendar.

1610 The Fire Chief or Shift Commander must initial and date all removals, at the time they are removed from the calendar. Removals shall be with a line through the name in such a manner as to leave the name legible.

1611 In order to remove your name from standby you must do so at least 48 hours in advance, 120 hours in advance on City holidays.

1612 If you wish to remove your name from standby, and it is less than 48 hours, 120 hours on holidays, it is your responsibility to find a replacement.

1613 If an Officer is on standby, and wishes to remove their name in less than 48 hours, 120 hours on holidays, and it is apparent that an Officer will be needed to work that shift, then the standby must be covered by someone that is qualified to fill the position needed.

1614 If a situation warrants that an employee on standby will work more than 52 consecutive hours, the next person on standby will be called in to work, providing that they do not exceed the 52 hours, except for in emergency situations or as deemed necessary by the Shift Commander or the Chief of the Department.

1615 All personnel, career and reserve, shall be compensated a minimum of two hours pay when they are called in.

1616 For first and second standby-- Career personnel have the option of receiving flat rate of pay, as follows:

Daily Flat Rate		
RANK	12 hr.	24 hr.
Firefighter	$24.50	$ 49.00
Engineer	$27.50	$ 55.00
Lieutenant	$30.50	$ 61.00
Captain	$35.00	$ 70.00

1617 For third standby-- Career personnel can only earn 2 hours compensatory time for a 12-hr. shift or 4 hours compensatory time for a 24-hr. shift.

1618 Personnel who work 5 hours or less for a 12 hour shift or 10 hours or less for a 24 hour shift shall receive overtime for the hours worked, as well as the compensatory hours or flat rate for standby.

1619 Personnel who work 5 hours or more for a 12 hour shift or 10 hours or more for a 24 hour shift, shall be compensated only for time worked, and will not receive compensatory time or standby flat rate pay for standby.

1620 Under normal conditions, a reserve firefighter will be used to fill the first two vacancies of any given shift, regardless of hours. The following exceptions will apply:

a. A reserve is not available
b. An Officer is needed

1621 No member shall be allowed to work their assigned standby or overtime on the two days following a duty day, which they missed due to sickness. There will be no disciplinary action for missing these standby days. This situation does not prevent the Shift Commander from contacting you for overtime if no one else is available.

1622 To sign up for standby you must remain within 30 miles of the Palatka Main station or Kay Larkin Station. Anyone called in on standby must report for duty with-in 40 minutes from the time paged.

Manpower responses require reporting to the main station, unless otherwise directed. The employee should remember that even though they may be responding to an emergency, all traffic laws must be obeyed. It is the responsibility of standby personnel to ensure that all pagers/radios used for standby notifications are working in the area outlined herein.

1623 Personnel who violate standby policy shall submit a written statement, not later than the end of their next duty shift, to his/her Shift Commander or immediate superior, explaining why the violation occurred.

1624 Violations of standby policy may be subject to the following disciplinary action:

1. First offense: Shall cause a loss of standby privileges for one month, commencing on the day After the offense occurred.

2. Second offense: (within one year of the first) Shall cause a loss of standby privileges for three months, commencing on the day after the offense occurred.

3. Third offense: (within one year of the first) Shall be cause for a one-week suspension from duty and loss of standby privileges for three months. Suspension will commence on the day after the offense occurred.

4. Fourth offense: (within one year of the first) Shall be cause for further discipline, up to termination.

1625 Reserve firefighters are subject to the same overtime policies as career firefighters. The only exception is that they may remove their name from the overtime calendar in less than 48 hours, if it is due to a call in from their primary employer, subject to verification.

1626 As soon as it is determined that a shift will have less than 6 employees for more than 10 consecutive hours and a reserve is not available, the officer in charge will begin calling employees from the overtime list.

1. Anything less than 10 hours will be covered by reserve or standby personnel.

2. If you wish to participate, you must provide at least one (1) phone number and no more than two (2) numbers, to be used for this purpose.

3. Morning of call-in procedure: If you do not answer, you forfeit your turn, and the next person on the list will be called. Once the officer in charge moves to the next name on the list, you will rotate to the bottom of the list.

4. Advance call in procedure: If overtime is known in advance of shift needed, shift commander can give a courtesy call days in advance. The official call-in time will begin at 1800 hrs. The day before the overtime shift. If you do not answer, you will be allotted a minimum of ten (10) minutes to call back. If you do not answer or call back within the ten (10) minute window, you forfeit your turn and the next person on the list will be called. Once the officer in charge moves to the next name on the list you will rotate to the bottom of the list. If overtime is known after 2300 hours, call-in will begin at 0630 hr.

5. Whether you accept, decline, or do not answer, you will move to the bottom of the list, as this will be a continual rotation, based on the order of the list.

6. If you accept an overtime shift or partial shift, you must be prepared and report for duty within 1.5 hours, if needed, and you must work all available hours.

7. If an officer is needed for the overtime shift or partial shift, we will choose the first officer on the list in the rotation.

8. In an effort to facilitate this process as quickly as possible, if for any reason you are calling in sick, please do so as early as possible.

9. In the event that the rotational list is exhausted with an unfilled position, the mandatory procedures will become protocol.

10. Mandatory overtime will be staffed by the off-going shift. A separate rotational shift list will be generated and maintained by the Shift Commander. The list will be established by seniority, starting from lowest to highest in rank and time.

11. In the event that a potentially mandatory shift is voluntarily filled, the rotational list is not affected or changed.

EXHIBIT B – City Step In Grade Pay Plan Adopted 5/23/1996

ADOPTED BY CITY COMMISSION 4/1/86
7.f. ADOPTED 5/23/96

STEPS IN GRADE PAY PLAN

Purpose and Use
The Position Classification Plan provides a complete and updated inventory of all positions and is a systematic and standardized grouping of positions into classes or work. The Classification Plan establishes guidelines for qualifications for employment to the City. By describing and relating the various types and levels of work throughout the City, the Classification Plan provides guidelines for establishing pay relationships.

Composition
The Classification Plan comprises written Class Specifications for each class of work. Class Specifications or Descriptions are used as a guide in recruiting and examining candidates for employment, in determining the lines of promotion and developing salary relationships and in providing uniform job terminology to convey the same meaning to all concerned. This Classification Plan consists of class titles which we believe to be a workable plan for the foreseeable future.

COMPENSATION PLAN

Purpose
The Compensation Plan is intended to provide all employees with an equitable and competitive pay relation not only to pay received by other employees performing similar work in the City Government, but also rates paid by other employees in the labor market from which City employees are recruited. A pay plan of this nature is essential if qualified employees are to be recruited and retained.

Composition
The Composition Plan consists of a Salary Schedule showing salary grades and steps within the grades, the compensation attached to the step and a schedule listing the assignment of each class in the Classification Plan to a grade in the Salary Schedule.

The recommended Salary Schedule for each class title in the Classification Plan consists of a minimum and maximum rate of pay plus five intermediate steps. The schedule provides approximately 2.5% differentials between pay grades. Eight pay steps within each range of approximately 5% each, constitutes the pay range for each classification. There is a separate Salary Schedule for those employees working 56 and 40 hours per week.

1

Anniversary Dates
For the purpose of establishing Longevity, the employee's anniversary date should be that date one year from the effective date of his initial appointment to the City service. For purposes of salary increases (step plan), the anniversary date should be that date one year from the effective date of his last salary step increase.

Advancement Within a Salary Range
Pay steps within Salary Ranges are established to allow a means of rewarding an employee for Merit, to encourage careers with the City, to provide the employee with incentive and to recognize individual difference in performance. Increases within a Salary Range should not become automatic. All step increases are based on the employee maintaining at least a satisfactory evaluation rating. Advancement within a salary range will be to advance to Step B after completion of a six month probationary period and then the employee is eligible for a merit increase annually until reaching the top step of the salary range. There will be variations to this plan in the Public Safety Departments.

Longevity Step
Longevity is to recognize long service employees, encourage careers with the City, and to assist in the reduction of turnover of key employees. Most of the governmental agencies in the State have some type of longevity provision in their plan. An employee would become eligible for longevity pay with ten years of service with the City. The Longevity Step is also based on Merit. The employee must maintain at least a satisfactory evaluation rating each year.

Class Title
The Class Titles are reasonably descriptive of the kind of work assigned. By using the titles on payrolls, budgets, personnel forms and other reports dealing with positions, a common terminology is provided. Where there is more than one class in an occupational series, numerals are used to designate the relative level of the class. The Roman Numeral I always indicates the entrance level of the series.

CITY OF PALATKA PAY SCHEDULE

Section I - Installation of the Pay Schedule

Rule 1. EFFECTIVE DATE OF THE PAY SCHEDULE

Rule 2. IMMEDIATE SALARY ADJUSTMENTS

a. Employees now below the minimum grade shall be increased to the new minimum.

b. Employees who are now between appropriate grades shall be increased to the next higher grade.

Rule 3. USE OF THE PAY SCHEDULE FOR THE MINIMUM, MAXIMUM, AND INTERMEDIATE GRADES OF EACH SALARY RANGE.

These rules shall be interpreted so as to place each employee in the service of the City of Palatka on an appropriate grade of the salary range for the grade to which his position has been allocated; provided, however, that an employee whose salary on the above effective date of the adoption of the Pay Schedule is above the appropriate salary of this grade shall remain at his present salary so long as he remains in his present grade.

Rule 4. APPLICATION OF THE PAY SCHEDULE

The City Manager is hereby authorized and directed to put the Pay Schedule into effect.

Section II - Administration of the Pay Schedule

Rule 5. ANNIVERSARY DATE OF EMPLOYMENT IN A GRADE

The date that an employee is assigned to the grade shall be the anniversary date in the grade and shall govern salary advances while the employee remains in that grade.

Rule 6. NEW APPOINTMENTS

New appointments shall normally be made at the minimum step of the appropriate pay grade or salary range. However, appointments, under special conditions and on the approval of the City Manager, may be made above the minimum step when such actions is determined to be the best interest of the City of Palatka because of training or experience. City Manager may place employees in any grade determined to fit experience. Appr. by City Commission Jan. 14, 1988.

Rule 7. PERIODIC ADVANCES

a. The lowest pay step shall be the entry level of hiring rate. After six months, an employee is eligible for advancement to the next pay step. Should an employee not be considered qualified and advanced to the second step after six months

with the City of Palatka, he shall not be retained in the City employment beyond a thirty day period after the six months anniversary date of his employment. Variations may exist in the public safety departments.

b. The (B) or second step is considered the in-service training class. An employee shall remain in this step for a period of one year.

c. After the probationary period an employee with a satisfactory evaluation each year will advance through the steps on his date of rank.

d. An employee receiving a promotion shall receive an increase in pay. Date of Rank will stay the same when a promotion is given.

e. Longevity is a measure of the longevity of an employee to the City of Palatka and recognized that years of service provide for continuity. Every employee serving 10 years or more at the time this plan is adopted will receive 5% longevity. Longevity will then be given in five year increments. All other employees will receive 5% of their base salary on 10 years service and 5% of base salary in 5 year increments. (updated 11/90)

f. Persons who have topped out in their respective grades lose ground due to inflation. The City Commission may approve a cost-of-living adjustment to these persons of up to 2% annually.

These increases would occur on the employees normal date-of-rank and would be given only to those who receive no other increase except for that described in Rule 7.e. of this plan. These increases will be evaluated annually for each employee and may be withheld. Only base pay will be used in calculating the cost-of-living adjustment.

If the City Manager raises the employees grade in the course of a salary survey, the employee would maintain the differential received during those years when he did not receive a step increase. (updated 05/23/96)

Rule 8. ADVANCEMENT PROCEDURE
All advancements of the pay steps shall be initiated by the employee's supervisor and made by a written request of the respective department head and must be approved by the City Manager before becoming final for step advancements.

Rule 9. TEMPORARY, PART-TIME, AND OTHER CATEGORIES

a. Part-time employees shall normally be paid at a rate proportional to their hours of work, consistent with the Pay Schedule.

b. Under special conditions in the interest of the City of Palatka, temporary part-time, and other categories of employees may be paid at a special rate to be determined by the City Manager.

Rule 10. INTERPRETATION OF THE PAY SCHEDULE

The City Manager is authorized to make necessary administrative interpretations concerning the Pay Schedule including personnel actions involving re-employment, leave of absence, suspension, and demotion.

Rule 11. COPIES AVAILABLE

Copies of the approved Pay Schedule shall be available to all employees.

EXHIBIT C – CITY OF PALATKA CODE OF ETHICS

PURPOSE

The purpose of this directive is to provide additional specificity to the standards of conduct embodied in the firefighters' code of ethics, our department's mission statement and vision statement, so that members of this department will better understand prohibitions and limitations pertaining to their conduct and activities while on and off duty.

It is important to remember that to carry out the duties that are imposed on us, the safety and protection of the citizens of this city, it is necessary to publish rules, regulations, policies, procedures, or standards of conduct that will assist us in fulfilling these important duties in a fair and orderly manner. It is understood that no set rules, regulations, policies, procedures, and standards of conduct can be adopted to cover all the circumstances that may arise; however, the standards contained in this chapter shall provide general guidelines for the conduct of members of this department.

*In the event of a conflict of interest between these standards of conduct and other elements of our rules and procedures and the current collective bargaining agreement applicable to Fire Department members, the collective bargaining agreement will prevail.

DEFINITIONS

Abusiveness – Any language, gesture or action that is meant to coerce, threaten, harass, belittle, intimidate, bully, or hurt another person.
Discrimination - Treating a person or a group of persons differently because of race, color, gender, sexual orientation, gender identification, religion, creed, ethnic origin, age, or physical/mental disability.
Harassment – Persistent, unwelcome conduct that unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.
Members – All employees of the Palatka Fire Department including certified firefighters, civilian personnel, intern or independent contractors.
Sexual Harassment – Harassment that is sexual in nature includes, but is not limited to:

- Flirtations
- Verbal abuse that is sexual in nature.
- Graphic, verbal comments about a person's body.
- Physical touching.
- Sexual advances and/or propositions.
- Sexually degrading language.
- Displaying sexually suggestive objects or pictures in the workplace.

POLICY

It is the function of this Department to provide professional emergency services for the citizens of the City of Palatka and to hold accountable all Department members who provide this service.

PROCEDURE

Section A
MISSION, VISION and ETHICS

(1) Our Mission:
The mission of the Palatka Fire Department is :

- Never say "that's not my job" and always remember that you are a steward of the fire service and an ambassador for the city.
- **The mission of the Palatka Fire Department is to protect the lives, property and environment of the citizens and visitors we serve through an all-hazards approach to public safety.**

(2) Our Vision:
The vision of the Palatka Fire Department is "Just send it!"

- Give us the "Who", "When", "Where", and "Why" and we will show you the "How"
- **The vision of the Palatka Fire Department is to be a progressive and dynamic all hazards public safety organization committed to excellence in service delivery through training, prevention, and mitigation.**

(3) Ethics:
As members of the emergency services profession, we are all equally responsible for establishing, preserving, and promoting integrity and ethical behavior. High ethical standards must prevail in all our interactions with citizens and with each other.

(4) Core Values:

- Integrity- Always doing the right thing, even when no one is looking.
- Pride and Ownership- This is our department, and we are entrusted with taking care of it.
- Selflessness- Put the welfare of others ahead of your own.
- Compassion- Go the extra mile to deliver empathetic and sincerity with every encounter.
- Courage- Strength in the face of pain or fear.
- Community- Always remember that we are here for them.
- **The Palatka Fire Department values professionalism, integrity, compassion, responsibility, accountability, diversity, commitment, teamwork and health and safety with honest respect for all those we serve.**

Section B
RESPONSIBILITIES TOWARDS THE ORGANIZATION AND SUPERVISORS

(1) Abusiveness:
Fire Department personnel shall not use abusive language or gestures toward a supervisor or others.

(2) Chain of Command:
Department members shall adhere to the organizational chain of command in the course of regular duties except when necessary for maintaining the morale and/or the integrity of the Department, or in cases of justifiable personal need. No member shall address the department without the permission of the Chief or his designee. Orders go down the chain and complaints go up the chain this should never be reversed.

(3) Compliance with Policies and Directives:

The Palatka Fire Department incorporates its rules and regulations within its Standard Operating Guidelines. It will be the responsibility of each member to read, understand, and comply with all policies, procedures, rules, regulations, and standards of conduct.

(4) Department Telephones (Not Including Department Issued Cell Phones):
When a member of the department is called to or answers a department telephone, they shall respond by providing their rank and last name i.e., "Palatka Fire Dept., Firefighter Smith"? Members will keep personal calls to a minimum.

(5) Home Address and Telephone Numbers - Confidentiality:
Members shall treat the home addresses and telephone numbers of fellow department members as confidential information. Such information shall be released only when authorized or with consent of the department member concerned.

(6) Notification of Correct Address and Telephone Number:
Members shall keep the Department informed of their correct residential address. All personnel are required to have telephone service and shall keep the Fire Department informed of their correct telephone number. In the event that a member changes their telephone number or address, the member will notify the department within seventy-two (72) hours of the change.

(7) Physical Fitness:
Members shall maintain sufficient physical fitness conditioning so that they can perform all the essential elements of their assignment or job description. **Physical fitness will be determined by a licensed Physician. Fit for duty forms will be forwarded to the office of the Fire Chief and Human Resources.**

(8) Reporting of Personal Contact with Law Enforcement:
All members shall immediately report to the Fire Chief any incident that they are involved in which results in contact with a law enforcement agency. These incidents include, but are not limited to; traffic accidents, recipient of a traffic citation and any other incident where direct law enforcement action could have been taken but wasn't. This also includes being listed as a witness to a crime.

(9) Respect Toward Supervisors:
Members shall display respect by addressing supervisors by proper rank or title.

Section C
RESPONSIBILITIES TOWARDS SUBORDINATES

(1) Proper Supervision Required:
Supervisors of the Palatka Fire Department are charged with the proper supervision of their subordinates to include taking necessary, fair, and equitable corrective action. It is the responsibility of all officers to enforce policies. Officers must conduct an annual review of all policies and immediately report any needed changes or updates to the Chief or his designee. Supervisors shall also be available for and offer necessary supervision to their subordinates.

(2) Supervisor Responsibilities on Harassment and Discrimination:
Ensure that any violation(s) of this policy are brought to administration's attention and dealt with fairly, quickly, and impartially. Officers shall always set the proper example. Supervisors will also oversee the development and periodic presentation of training programs to:

a) Communicate the commitment of the Fire Chief to provide a harassment/discrimination-free environment for all employees,

b) Educate employees as to what constitutes harassment and discrimination,
c) Encourage employees to report all complaints of harassment and discrimination,
d) Answer questions about this policy,
e) Explain this written policy to subordinates and their responsibility to enforce and make sure that an "informal" policy of bullying, harassment or discrimination does not exist in their ranks.
f) Sensitize employees to the emotional issues involved in harassment and discrimination.

(3) Supervisor and Subordinate Relationship:
Each supervisor is responsible for the appearance, activities, behavior, and performance of the personnel directly under their command.

(4) Supervisor Role as Trainer:
One of the primary responsibilities of a supervisor to their subordinates is to provide training guidance on a regular basis. This training guidance will consist primarily of on-the-job training and should be designed to assist subordinates in becoming better at performing their jobs.

(5) Supervisors and Delegation of Authority:
Supervisors can delegate authority and functions to subordinates, but they cannot delegate overall responsibility. Supervisors are held fully accountable for the results obtained by subordinates to whom tasks and authority have been delegated.

(6) Supervisors as Mentors:
Supervisors will coach, teach, and mentor their subordinates. They will provide them with both negative and positive feedback. Supervisors will be fair in all their dealings with subordinates and will not show favoritism or be capricious and arbitrary.

Section D

RESPONSIBILITIES TOWARDS FELLOW EMPLOYEES

(1) Harassment/ Discrimination:
Every employee shall treat other employees with dignity and respect to facilitate a sound professional work environment. Employees are obligated to report instances of harassment or discrimination and cooperate in an investigation of harassment and discrimination, including, but not limited to, coming forward with evidence both favorable and unfavorable to a person accused of harassment or discrimination. Employees are also obligated to refrain from filing bad faith complaints of harassment and discrimination.

(2) Cooperation:
Members shall conduct themselves in a manner that will foster cooperation among members of this department, fellow city employees, and other outside agencies, showing respect, courtesy, and professionalism in their dealings with one another.

(3) Improper Language Toward Fellow Employees:
No member shall use language or engage in acts that demean, harass, or intimidate another person. No member shall ridicule another employee by displaying obvious disrespect. Employees shall not use disrespectful or abusive language toward a fellow employee, subordinate or supervisor.

(4) Other Members Following Department Policy:
Members will not chastise, intimidate or retaliate against any other department member for following any department policy, procedure, rule, regulation or standard of conduct.

(5) Rumors and Gossip:

Members shall not engage in gossip or the spreading of rumors about fellow employees, visitors, citizens, supervisors, Command Staff, elected Officials. This does not preclude any legal rights to free speech or political opinions. Political speech should be relegated to the employees private life.

Section E

RESPOSIBILITIES TOWARD THE PUBLIC

(1) Discrimination:

It is the policy of the Fire Department to provide the highest level of service to all citizens without regard to race, color, sex, sexual orientation, religion, creed, ethnic origin, age, or physical/mental disability. Members will remain completely impartial towards all persons coming to the attention of the Fire Department. No member shall engage in any activity, behavior, or speech, either directly or indirectly, which serves to harass, intimidate, belittle or otherwise abuse any person due to the aforementioned distinctions. A member who believes that discrimination has occurred, is occurring or about to occur, will immediately notify their supervisor.

(2) Other Professional Agencies:

Members will fully cooperate with law enforcement agencies and other professional agencies. Members will treat employees from other professional agencies with respect and courtesy. In the event of a professional dispute with another agency, the member will refer the dispute to their supervisor.

(3) Professionalism:

Members shall conduct themselves toward the public in a civil and professional manner that denotes a professional service orientation that will foster public respect and cooperation.

(4) Professional Appearance:

While on duty or in uniform, a member of the fire department shall maintain a professional attitude and shall maintain a neat, well-groomed appearance.

Section F

OFF DUTY CONDUCT, AUTHORITY & RESPONSIBILITY

(1) Private Lives of Employees; General:

It is the department's intent to avoid any intrusion into the personal life of any member of the organization unless the member's personal life has a negative impact on the operations and/or image of the Fire Department.

(2) Private Lives of Employees; Specific:

All members shall conduct their private lives with high moral and ethical standards. Members shall avoid behavior that discredits them as a member of the department or brings discredit to the department or fellow department members.

Section G

USE OF INTOXICANTS

(1) Use of Intoxicants:

The consumption of intoxicants is prohibited while a member is in uniform or on duty; nor is a member allowed to consume intoxicants for a period of six hours before assigned shift arrival time. This rule is in effect in the event a member is called in for unscheduled overtime or emergency recall. When placed on "standby" members shall not consume intoxicants so that they can respond as a firefighter in an emergency

situation. Members shall not use or possess, except as directed by a licensed physician, any narcotics, exhilarates, hypnotics, or hallucinogens or other toxic drugs or controlled substances and shall not report for duty if such use, as prescribed, renders one unfit for duty. Member must notify supervisor of any prescribed medication that he or she is taking.

(2) Consumption of Intoxicants:
Members and employees shall refrain from consuming intoxicating beverages to the extent that their actions while under the influence of intoxicating beverages discredits the Fire Department.

(3) Purchase of Alcoholic Beverages/Lotto Tickets While in Uniform:
Members shall not purchase alcoholic beverages, patronize electronic gaming establishments or lotto tickets while in uniform regardless of whether they are on or off duty. Uniforms shall not be worn off duty except on the trip home.

Section H
GENERAL CONDUCT STANDARDS

(1) Absence from Duty:
Members shall report for duty in accordance with their assigned work schedules and shall not be absent from duty without authorization or having made proper notification as follows: members who are unable to report for duty due to illness shall notify the on-duty supervisor not less than (one) 1 hour prior to the scheduled reporting time. This includes absences from department meetings, staff meetings, training meetings and mandatory department special events.

(2) Acts and Omissions that Bring Discredit Upon the Fire Department:
Members have an obligation to conduct themselves, both on and off duty, in a manner that reflects positively on themselves, their profession and the Department. Fire personnel shall conduct themselves in a manner that does not bring discredit upon the Fire Department or firefighters in general.

(3) Association with Criminals:
Members shall use good judgment when associating or dealing with persons whom they know or should know are persons under criminal investigation or indictments, or persons who have a criminal reputation in the community or known felons.

(4) Association with Dissident Groups:
Members shall not knowingly associate with any person or organization that advocates or is instrumental in fostering hatred or persecution of any person or group of persons, nor shall they knowingly associate with any person or group that advocates the overthrow of the United States Government, the Government of the State of Florida, the City of Palatka or Putnam County.

(5) Attention to Duties:
Fire Department personnel shall adhere to standard operating procedures, policies, and directives, and shall faithfully execute all the duties and responsibilities of their assigned position. This includes taking appropriate action in response to emergency situations where there is a known danger to the lives of others.

(6) Conduct Unbecoming a Department Member:
All circumstances which arise cannot be completely covered in the various listings of violations of conduct, neglect of duty, or disobedience of lawful orders. Therefore, it must be understood that no member of this Department shall conduct him/herself in a disorderly manner at any time, either "on" or "off" duty, or so conduct him/herself in a manner unbecoming the conduct of a member of the Palatka Fire Department.

(7) Derogatory Ethnic Remarks:
Members shall not make derogatory remarks concerning race, gender, gender identification, religion, age, sexual orientation, or national origin of any person.

(8) Failure to Appear/Tardiness:
Members shall promptly report for duty properly prepared at the time and place required.

(9) Failure to Remain "On Duty" or "On Call":
Members who are "On Duty" shall remain so until relieved or dismissed by proper supervisory authority. Department personnel who are "On Call" shall remain so and in proper condition to respond to a call until relieved by scheduling or by proper supervisory authority.

(10) Failure to Report for Duty Due to Improper Conduct:
Members shall be careful in their private activities and shall not subject themselves to circumstances such that they are unfit or unable to report for duty at the designated time because of illegal, or improper conduct.

(11) Falsification of Official Documents:
Members shall not knowingly falsify or knowingly cause another to falsify any official record or document.

(12) Harassment
Inappropriate behavior or harassment on the job because of race, gender, age, disability, religion, color, sexual orientation, national origin, or veteran status is prohibited by state and federal laws,
and by this directive. This includes actions ranging from blatant physical or verbal aggression to subtle coercion through touching or in any manner seeking sexual favors. This also includes behavior that could be constituted as creating a "hostile working environment."

(A) Discrimination or harassment may be subtle, manipulative and is not always evident. It does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome and is personally offensive. All forms of gender harassment are covered. Men and women can be sexually harassed; men can harass men; women can harass women. Offenders can be fellow coworkers, Officers, Chiefs, and others.

(B) A member who feels that he or she has been subject to any form of harassment should immediately report such activity to his/her supervisor. If for any reason the employee is reluctant to report the matter to his/her supervisor, then the member has several reporting options:

1. Fire Chief.
2. Deputy Chief/Fire Marshal
3. City of Palatka Human Resources Department

(13) Horseplay:
Members shall not engage in rough or boisterous play while at the Fire Department or anywhere that could distract or injure others who are performing their assigned duties.

(14) Job Knowledge and Performance:
Members are required to maintain job knowledge and skills required for the performance of official duties. Members shall maintain and demonstrate proficiency in areas including, but not limited to:

(a) Hazmat & Special Operations to their skill level
(b) Care and use of vehicles and equipment
(c) Knowledge of firefighting procedures
(d) Driving Skills

(e) Emergency/Medical care

(15) Misuse of Sick Time:
Members shall not fake illness or injury or falsely report themselves ill or injured or otherwise deceive any supervisor as to the condition of their health. Other income producing or recreational activities while on sick leave may be prima-fascia evidence of sick leave abuse. Fire Department personnel may be required by the Fire Chief to produce a medical receipt or physicians' correspondence for any sick leave more than two (2) consecutive shifts or three (3) or more separate sick days in any one twenty-eight (28) day period taken by a member.

(16) Members are expected to remain at their place of residence while on sick leave or notify their immediate supervisor of a location at which they may be reached. It is understood that members may need to leave their place of residence for short durations as necessary to obtain medical aids, food, perform necessary domestic errands, etc.

(17) Political Activity:
Members shall not engage in political campaigns while on-duty or dressed in departmental uniforms or identify themselves as Fire department personnel while engaging in campaigns, political activity or protests.

(18) Reporting Damage to Department Equipment:
Members shall report any damage to departmental property to a supervisor as soon as possible after the damage has occurred. No attempt to fix or alter damage shall be performed until after a report has been filed with the on-duty supervisor. No equipment shall be loaned to employees for personal use.

(19) Reporting Loss of Equipment:
Members shall immediately report the loss of Fire Department equipment (including badge and/or identification) to a supervisor.

(20) Reporting Motor Vehicle Accidents:
Members shall immediately report motor vehicle accidents in which they are involved with a Fire Department vehicle. See FD Rules and Regulations and the City of Palatka Personnel Manual for more information.

(21) Restricted Areas and Equipment:
Members shall obtain authorization from a supervisor before using Department equipment not regularly assigned to them, or before entering any locked or restricted area of the Department not normally accessible to them. Members shall not have in their possession or use a key that is not or has not been assigned to them.

(22) Suggestions:
Members are encouraged to suggest ideas and methods to improve organizational efficiency and effectiveness. Members are encouraged to do this by use of the suggestion box, verbally or in writing to their supervisor. Members offering suggestions will not be chastised, intimidated, or retaliated against.

(24) Traffic Accidents:
Members of the Palatka Fire Department have a responsibility to drive Department vehicles in a prudent manner, abiding by City of Palatka rules and regulations as well as all traffic laws. Members found at fault in traffic crashes while operating Department vehicles shall be subject to progressive disciplinary action.

(25) Untruthfulness:
Members shall not knowingly make false or untrue statements. Nor shall members make false statements to a supervisor or to any official of a law enforcement or government agency, even if such statements are not made under oath.

(26) Use of Profanity or Vulgarity:
Department members shall not use profanity or vulgarity in speech or gestures while in public while on duty. Because of the nature of firefighting, if a member in public uses profanity, the circumstances of its use will be assessed before discipline is imposed.

(27) Use of Tobacco Products:
Members will not use tobacco products in the fire station, in fire department vehicles or while interacting with members of the public. Tobacco products are not allowed on City property per Florida Statutes, city rules, and department rules.

Section I
Firefighter Code of Ethics

All Employees have the responsibility to conduct themselves in a manner that reflects proper ethical behavior and integrity. In so doing, they must help foster a continuing positive public perception of the fire service. Therefore, I pledge the following...

- Always conduct myself, on and off duty, in a manner that reflects positively on myself, my department and the fire service in general.
- Accept responsibility for my actions and for the consequences of my actions.
- Support the concept of fairness and the value of diverse thoughts and opinions.
- Avoid situations that would adversely affect the credibility or public perception of the fire service profession.
- Be truthful and honest at all times and report instances of cheating or other dishonest acts that compromise the integrity of the fire service.
- Conduct my personal affairs in a manner that does not improperly influence the performance of my duties or bring discredit to my organization.
- Be respectful and conscious of each member's safety and welfare.
- Recognize that I serve in a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, including uniforms, facilities, vehicles, and equipment and that these are protected from misuse and theft.
- Exercise professionalism, competence, respect, and loyalty in the performance of my duties and use information, confidential or otherwise, gained by virtue of my position, only to benefit those I am entrusted to serve.
- Avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by my official position or have the potential to create the perception of impropriety.
- Never propose or accept personal rewards, special privileges, benefits, advancement, honors, or gifts that may create a conflict of interest, or the appearance thereof.
- Never engage in activities involving alcohol or other substance use or abuse that can impair my mental state or the performance of my duties and compromise safety.
- Never discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
- Never harass, intimidate, or threaten fellow members of the service or the public and stop or report the actions of other firefighters who engage in such behaviors.
- Responsibly use social networking, electronic communications, or other media technology opportunities in a manner that does not discredit, dishonor, or embarrass my organization, the fire service and the public. I also understand that failure to resolve or report inappropriate use of this media equates to condoning this behavior.

Print Name_____**Signature**_____ **Date**_____

The penalty for violation of any of these rules will be based on the severity of the violation and in accordance with the current City of Palatka personnel policy. Other sources of discipline can be found in the City of Palatka Personnel Manual, City Safety Manual, and City of Palatka Fire Department Rules and Regulations.

Chris Taylor
Fire Chief

ADVISAL OF ADMINISTRATIVE INQUIRY / COMPLAINT REVIEW/ INTERNAL INVESTIGATION

Employee Acknowledgment

I, Firefighter _____, have been advised of a complaint / investigation concerning the following;

Alleged Misconduct or Violations:

_____
Signature of Firefighter

I, Firefighter _____, have received a copy of the Garrity Warning. I have read and understand said warning.

_____
Signature of firefighter

I, firefighter _____, have received a copy of the Firefighter's Bill of Rights. I have read and understand said document.

_____
Signature of Firefighter

Garrity Warning

Firefighter/Employee:_____ IA case #_____

At this time, I am going to question you about:

This questioning concerns administrative matters relating to the official business of the Palatka Fire Department. You are being questioned in reference to possible violations of City rules, Department rules, regulations, policies, procedures, or other improprieties.

You may be subject to disciplinary measures because of this investigation. I am not questioning you for the purpose of instituting a criminal prosecution against you. During this questioning, even if you do disclose information which indicates that you may be guilty of criminal conduct, neither your self-incriminating statements nor the fruits of any self-incriminating statements you make will be used against you in any criminal proceedings.

Since this is an administrative matter and any self-incriminating information you may disclose will not be used against you in a court of law, you are being compelled to answer my questions fully and truthfully.

This requirement is set forth in the Fire Department Rules and Regulations 1446, 1719 and 2504 requiring all employees to comply with all lawful orders.

If you refuse to answer my questions, this in itself is a violation of the rules and procedures of the department, and you will be subject to disciplinary action.
Do you understand what I have just explained to you?

_____
Do you have any questions concerning what I have just explained to you?_____

_____

_____

I, _____ by my signature below, affirm that I have been advised of the "Garrity Warning" and have had its meaning explained to me.

Name_____
date_____

References:
City of Palatka Rules
Palatka Fire Department Rules and Regulations

INTERVIEW / INTERROGATION CHECK LIST

My name is _____, rank_____, today's date is _____, and the time is _____. The location of this interview / interrogation is _____. The people present are: _____.

I am conducting an Internal Affairs Investigation into allegations of misconduct by the member(s) of the Palatka Fire Department, at the request of the Fire Chief; specifically, _____.

The complainant in this matter was _____. This interview / interrogation is being recorded.

OATH OR AFFIRMATION OF WITNESS. F.S. 90.605 (1) Before testifying, each witness shall declare that he or she will testify truthfully, by taking an oath or affirmation in substantially the following form (applicable to all Internal Affairs interviews and interrogations:)
Raise your right hand - "Do you swear or affirm that the evidence you are about to give will be the truth, the whole truth, and nothing but the truth?"

FIREFIGHTERS' BILL OF RIGHTS BILL OF RIGHTS QUESTIONS (Only for members who are the subject of the investigation)

___ Have you been provided a copy of the FIREFIGHTERS'' Bill of Rights?
___ Do you understand the FIREFIGHTERS' Bill of Rights?
___ Do you wish to have a representative present during this interrogation?
___ Do you waive your FIREFIGHTERS' Bill of Rights?
___ Have you been informed of the nature of this investigation?
___ Have you been informed of the name(s) of complainant(s)?
___ Have you been provided with all identifiable witnesses and their interview?
___ Have you been provided the following known statements, documents, and other evidence prior to this interrogation:
___ Identified witness if known (list):
___ Witness statements if known (list)
___ Existing subject officer statements if known and interviewed (list)
___ All other existing evidence (list) to include: ♣ Incident reports ♣ GPS locator information ♣ Audio or video recordings related to the incident under investigation.

GARRITY WARNING (only applies to members who are subject of the investigation)

___ Have you been provided your Garrity Warning?
___ Do you understand the Garrity Warming?
___ Do you have any questions pertaining to the Garrity Warning?

Notice of an Investigation

This notification serves as official notice of an internal affairs (IA) investigation that has begun to which you are deemed a party. The purpose of the IA process is a fact-finding process that may/may not uncover policy violations of the City of Palatka Personnel policy, the Palatka Fire Department policies, laws and or any improprieties.
You are hereby notified not to discuss any matter that is known or believed to be relevant to this investigation. If contacted by any party outside of this investigative body, you are required to notify the IA officer in charge immediately.
You are reminded to be truthful, honest, and forthcoming in answering all questions and provide material information such as names, contact information of other persons involved as needed.

The purpose of the internal affairs process shall be:

1. **Fairness**: Department members have a right to fairness regarding all manners of the investigative process for The City of Palatka Fire Department. With fairness in mind the desire of investigations through a legal and lawful process can show exculpatory facts or indications of wrongdoing. The importance of vindication of a non-guilty employee cannot be understated; this falls especially true in the eyes and minds of the public to which we serve and to the administration charged with our employment.
2. **Transparency**: The public to which we serve has the right to visibility in context related to the behavior of individuals or groups which are considered to be local government employees. The desire of the internal affairs process is for transparency and helps maintain the continued public trust.
3. **Clarity**: The various levels of administration in and above the City of Palatka Fire Department have been placed in a position of charge. With that responsibility in mind, the internal affairs process should provide clarity to those individuals with a duty to provide leadership and explicit interest in knowing the truth. Through a legal and lawful investigative process and with clarity, the administration can act with regard to sustained or dismissed complaints and/or policy violations.

   NOTIFY THE ASSIGNED INVESTIGATOR IF ANY PERSONS, EXCLUDING YOUR UNION REPRESENTATIVE CONVERSE OR ATTEMPT TO CONVERSE WITH YOU REGARDING THIS INCIDENT.

_____
Date:_____
signature

City Of Palatka Fire Department
Letter of acknowledgement of Demotion

To: _____

From:_____

Re: Demotion

This letter is to inform you that effective _____ you are being demoted to the rank of _____in accordance with _____ to be demoted and relinquish_____ responsibilities. Your salary and wages will reflect your new position and include any eligible incentives, longevity steps or other bargained wages as allowed by the most recent bargaining agreement.

Please acknowledge your receipt of this letter by signing and dating this document.

_____

_____ _____

Signature Date

Letter of Termination

Date:_____

_____,

This letter confirms your dismissal from the Palatka Fire Department for poor performance, effective immediately.

You are dismissed because, despite repeated feedback and performance coaching from your supervisors, your work performance has not improved. Your performance has been documented in _____letters of reprimand in less than one year which you have read and signed. Additionally, our last consult included a warning stating that no other reprimands would be tolerated.

We can mail your final paycheck to your home, or you can make arrangements with your supervisor or Human resources to pick it up. You will also receive a letter that outlines the status of your benefits upon your dismissal. Please return all City of Palatka property to the Main Station at 100 North 11th street Palatka, FL 32177 as soon as possible. If all City property is not returned before your next and final pay cycle your check will be held until which time our property is returned. This property may include: keys, Ids, dog tags, bunker gear, hoods, boots, gloves, radio, flashlights, class A & B uniforms and any other miscellaneous gear that was supplied by the City of Palatka. All other inquiries should be communicated to the Human Resources Department.

You will need to keep the City informed of your contact information so that we are able to provide the information you may need in the future such as your W-2 form.

Regards,

_____Fire Chief

City of Palatka Fire Department

City of Palatka Disciplinary Template
All discipline will be carried out with just and proper cause in accordance with the Firefighter Bill of Rights and other related Florida statutes.

4-Step Progressive discipline

Step 1:
Verbal Warning
Step 2:
Written Warning
Step 3:
Suspension
Step 4:
Termination

4 reprimands in less than one year may result in termination.

Formal Investigations shall include:

Provisions of FSS 112.82 Firefighter's Bill of Rights

All formal investigations will be conducted by the Palatka Police Department or the Deputy Fire Chief dependent on the severity of the accusations and availability.

Notice of an Investigation
Advisal of an Investigation
Garrity Warning
Interview Checklist
Letter of Demotion
Letter of Termination
Letter of Disciplinary Action
Employee Corrective Action Report

Approval of City of Palatka and the Coastal Florida Police Benevolent Association contract
Address:
Parcel No.:
Applicant:

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Approval of the Coastal Florida Police Benevolent Association contract with the City of Palatka

BACKGROUND

The City of Palatka and the PBA engaged in extensive negotiations for the initial formation of the Union last year. At the time, the agreement was for a one-year contract. The agreement before the commission now is an extension of the previous agreement but now contemplates a 3 year term. The only other revision related to the Article 12 on Wages.

PROJECT ANALYSIS

The revised wages section under Article 12 includes an annual stipend of $3500 (the initial request was for $5,000). Eligible bargaining unit members will include members assigned to specialty units such as Field Training Officers (FTO), Detective, Police Athletic League, Crime Suppression Team, Master Officer, Special Enforcement Team, Evidence Tech, Information Technology, Instructers, with the exception of K-9 officers and training coordinators.

Staff Recommendation

Approve of the negotiated contract

ATTACHMENTS

1.	FINAL CONTRACT PART 2
2.	FINAL CONTRACT PART1

ARTICLE 10
WORKING OUT OF CLASSIFICATION

Section 1

Any sworn police officer covered by this Agreement who is required to accept the responsibilities of a Sergeant for six (6) consecutive hours or longer, shall be paid a 5% differential while serving as a Sergeant. The employer shall not split a 12 hour shift between more than one acting sergeant for the purpose of avoiding acting pay. Any sergeant who is required to accept the responsibilities of a lieutenant for six (6) consecutive hours or longer, shall be paid a 5% differential while serving as a lieutenant. The employer shall not split a 12 hour shift between more than one acting lieutenant for the purpose of avoiding acting pay.

Section 2

The senior police officer on the shift when a Sergeant is not available will assume the responsibility of the Sergeant unless a Sergeant or superior officer has appointed an acting Sergeant in his absence regardless of seniority.
The above will not apply if a Sergeant or superior officer is present.

ARTICLE 11
EXCHANGE OF TIME

Each employee in the bargaining unit will be allowed to exchange time or "swap" a shift whenever he is able to secure another employee to work in his place. Said "swap" shall be governed as follows:

1. Such "swaps" or exchanges are made only after prior approval of their respective captain.

- Such substitution occurs within the same payroll period and does not impose additional cost on the City with regard to the payment of salaries and wages in the form of overtime or otherwise.

- The officer in charge of the shift in which the substitution takes place be notified one day prior to its becoming effective, except in the case of an emergency, the notification may be made on a shorter term.

- Approval of swaps will normally be made if the "swap" is for a justifiable reason. The Chief will have the authority to deny swaps if, in his opinion, (a) the privilege is being abused; or (b) either officer involved in the swap is not meeting expected performance standards.

- Swaps for more than *5* days may be allowed if applied for 14 days in advance and approved by the employees' respective lieutenant.

- Repayment of swap time is solely the responsibility of the employees involved in the swap. The City will incur no additional responsibility of any type as a result of permitting a swap.

ARTICLE 12

WAGES

Section 1

The City's "Steps in Grade Pay Plan" Policy is incorporated herein in full, together with any subsequent increase modifications therein.

Section 2

At the expiration of this agreement ~~on September 30, 2025~~ and thereafter, there will be no continuation of any increases provided under this Article, unless a new contract is ratified by both parties ~~on or before October 1, 2025~~, or unless the parties mutually agree in reopener negotiations to extend the contract ~~beyond October 1, 2025~~. If the contract is not renewed, increases shall default to the City's "Steps in Grade Pay Plan" as set forth in Section 1 above.

Section 3

In addition to their other pay, bargaining unit members, ~~assigned as~~eligible to receive any stipend in the table below ~~Field Training Officers (FTO),~~ with the exception of (1) K-9 Officers; and (2) Training Coordinators; shall receive an annual stipend of $355~~0~~00.00, which shall be paid out in equal installments over the fiscal year. Officers shall be assigned FTO responsibilities at the discretion of the Chief. ~~In addition to their other pay, bargaining unit members, assigned as Field Training Officers (FTO), will receive a stipend of $46.16 per pay period for each shift that they work with a trainee. Officers shall be assigned FTO responsibilities at the discretion of the Chief.~~

Stipend Type	#	Annual Amount
1. Detective	7	3,500
2. FTO	12	3,500
3. CST	10	3,500
4. PAL	2	3,500
5. IT	1	3,500
6. Master Ofc.	4	3,500
7. SET	4	3,500
8. Evidence Tech	4	3,500
9. Instructors	2	3,500

Section 4

In addition to their other pay, bargaining unit members, working as a certified Instructor will receive a stipend of ~~$46.16~~ $90.00 per pay period that they work as

Tentatively agreed to City:_____ Union:_____ Date:_____

certified Instructor. Bargaining unit members shall be assigned Instructor responsibilities at the discretion of the Chief.

Section 5

Bargaining unit members assigned to K9 handler status shall receive 1 hour per day at the minimum wage per the Federal Fair Labor Standards Act (FLSA). K-9 handlers will additionally receive a stipend of fifty dollars per pay period ($50) to cover the cost of caring for the dog during off-duty hours.

Section 6

~~Officers who remain in the Investigation Unit for 12-months or more shall receive a stipend in the amount of $46.16 per pay period. The stipend shall cease upon leaving the Investigation Unit.~~ Assignment of detectives to shifts will be made by the Police Chief to ensure adequate manpower coverage. However, no officer shall be removed from the unit during the initial 12-month period solely to avoid maintaining the higher pay incentive. Any Officer that remains in the detective division for at least 12 months shall be entitled to keep receiving the $3,500 annual stipend (provided for in section 3 above) even after the officer leaves the detective division.

Section 7

Any cost-of-living adjustments provided to other city employees will also be paid to bargaining unit members.

Tentatively agreed to City:_____ Union:_____ Date:_____

ARTICLE 13
WORKING OFF DUTY/OUTSIDE EMPLOYMENT

Section 1

Any City of Palatka employee who has a secondary job with another employer and/or is self employed doing odd-jobs for pay, must understand that their City job will be their first responsibility and shall not be neglected at the expense of any secondary or off-job activity. Public safety employees will need written permission from their department head.

Section 2

It should be further understood that no facilities or property of the City are to be utilized by an

employee while engaged in secondary employment, unless specifically approved by the City Manager.

Section 3

Employees will not solicit outside business during their normal City working hours.

Section 4

Employees engaged in secondary employment must comply with all licensing requirements to do such work.

Section 5

The City cannot continue to employ a person when secondary employment in the judgment of their supervisor is interfering with their ability to perform their work in a normal manner, nor can the City continue to employ a person whose secondary employment reflects unfavorably on the City, at the sole judgment of the City Manager.

Section 6

Any employee who has a secondary job with another employer shall disclose the name, address and telephone number of the secondary employer. Any employee who has a secondary job and is self-employed shall disclose the name, address and telephone number under which they are self- employed.

ARTICLE 14
GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Matters Covered.

A grievance is described as a dispute over the application, interpretation or alleged violation of this Agreement. An earnest effort shall be made to adjust such grievance immediately as outlined in this Article.

Any non-monetary incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any such grievance or arbitration.

Section 2. Steps in Grievance Procedure.

Grievances The parties agree to attempt to resolve non-disciplinary issues and disputes informally prior to filing a grievance. If the parties are unable to resolve the issue or the issue does not lend itself to informal resolution, a formal grievance may be filed.

Step 1: The employee or the union may submit the grievance or dispute to the employee's Captain within ten (10) business days. In grievances involving disciplinary actions, the grievance

must be submitted to the employee's Captain within ten (10) business days of the disciplinary action being taken. In grievances not involving disciplinary actions, the grievance must be submitted to the employee's Captain within ten (10) business days from the date the employee could reasonably be expected to have knowledge of the facts constituting the grievance. The Captain shall respond to the union official (employee) who filed the grievance within ten (10) business days. Failure to file a grievance within the time required shall render the grievance null and void.

Step 2: If the grievance has not been satisfactorily resolved, the employee or the Union may present said grievance, which must be in written form, to the Chief or his designee within ten
(10) business days after the response under Step 1 is received or due. The grievance must cite the appropriate Agreement Article which is allegedly being violated. The Chief of Police or his designee shall respond in writing to the Union official (employee) who filed the grievance within ten (10) business days.

Step 3: If the grievance still remains unadjusted, it shall be presented to the City Manager or his designee, in writing, within ten (10) business days after the response to the Chief is due. The City Manager shall respond in writing within ten (10) business days.

Step 4: If the decision of the City Manager or his designee is not acceptable to the employee or the Union, the Union may, by written notice to the City Manager within ten (10) business days of receipt of the answer at Step 3, request binding arbitration.

Section 3

The term "business days" as used in this Article will be days that City Hall is open for business. Any time limits set forth in this Article may be extended by mutual consent.

Section 4

Hours/time spent by a grievant with Union representatives preparing and/or pursuing his or her grievance, up to and including arbitration shall not be considered hours worked. The employee may elect to use vacation time for this purpose. Hours spent by a grievant in meetings with the City during steps of the contractual grievance procedure other than arbitration shall be considered hours worked.

Section 5

Grievances involving discipline may proceed immediately to Step 2. Grievances of written or verbal reprimands may not proceed beyond step 3 of the grievance procedure.

Section 6

The arbitration proceedings shall be conducted by an arbitrator after an arbitration request has been submitted. If the parties fail to select an arbitrator, the Federal Mediation and

Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. The Union shall have the right to strike the first name; the City shall then strike one name. The process shall be repeated, and the remaining person shall be the Arbitrator.

The Arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit in writing his findings of fact and decision within thirty
(30) days after the conclusion of testimony and argument or as soon as practical thereafter.

The expense of the Arbitrator's services and the proceedings shall be split evenly between the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator, if requested. If both parties

request or obtain a copy of the transcript, the cost of the transcript will be split by the parties.

For purposes of the arbitration hearing the following standards for the payment of witnesses shall apply:

- The grievant shall not be paid for time spent at the hearing, but may use vacation time;
- Any witnesses subpoenaed by either the Union or the City who are scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing;
- Any witnesses subpoenaed by either the Union or the City who are not scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing if: (1) they are called to testify and (2) the arbitrator determines that his or her testimony is material to the case. No shift swaps will be permitted for those individuals subpoenaed for an arbitration hearing. No grievant or witness may drive a City vehicle to the arbitration hearing.

Section 7

Probationary employees are not entitled to grieve or arbitrate any issues relating to discipline or discharge. Promotional probationary employees may not grieve being returned to their prior rank during their promotional probationary period. Promotional probation may exceed 6 months.

Section 8

- Any employee who has been served a disciplinary suspension may:
    - Sign a waiver stating that they are not going to pursue any of their grievance rights.

  The employee will then serve their suspension as assigned **OR**
    - Grieve or decline to sign the waiver noted above in which case the suspension will not be served until such time that the time frames to grieve have expired through arbitration.
- A disciplinary suspension may be with loss of pay, reduction in pay or loss of vacation time depending on the staffing needs of the Department and at the discretion of the Chief.

Section 9

In the event it is determined by The City or an arbitrator that an employee covered under this agreement has not been appropriately compensated pursuant to the terms of this agreement, the City shall only be liable for back pay for a period of three (3) calendar years from the date the City discovers the alleged error, or the employee notifies the City in writing of the alleged error.

ARTICLE 15
SENIORITY

Section 1

Regarding promotions, transfers, increases or decreases in the working force, seniority of an employee shall be determined by this Agreement.

Section 2

Seniority in the Palatka Police Department shall commence from the date of appointment as a regular full-time member of the Palatka Police Department. Officers entering on the same day shall have their seniority determined by their oral interview score with the highest score being most senior. Sergeants and Lieutenants appointed on the same day shall have their seniority determined by total length of service.

Section 3

Seniority shall not be broken by military leave, vacation time, sick time, injury leave, temporary layoff not in excess of one year, or leave of absence as defined in this Agreement.

Section 4

Seniority shall be broken by resignation or termination for just cause.

Section 5

In the event of a reduction in force, layoff or abolition of position, layoff shall be in inverse order of hiring and recall by seniority within classification.

Section 6

When a permanent opening occurs within any shift, day or nights, the senior police officer within the rank who requests the same shift may be assigned to said shift. If a shift vacancy occurs

as set out above, it will be posted in a conspicuous place for at least three (3) days prior to said shift vacancy being filled. Assignment by seniority to shift shall not mean to a particular position of said shift. Shift assignments may be changed with the approval of the Chief. The Chief may also change shift assignments for legitimate agency needs.

Section 7

When a permanent opening occurs within any specialist position, including that of an investigator, any person wishing to may apply in writing to the Chief of Police for consideration for such position. The final decision with respect to the filling of such position shall be that of the Chief of Police after evaluation of the qualification of all applicants for such position. However, seniority shall be a factor in his consideration. Such openings shall be posted as set forth in Section 6 above.

Section 8

Seniority will not be observed when the conditions described in the "Working Out of Classification" exist.

ARTICLE 16
UNIFORM ALLOWANCE AND EQUIPMENT

The current city policy and practice concerning uniforms equipment and the replacement of damaged personal property or city property shall remain in place.

ARTICLE 17
SICK LEAVE

Section 1.

The City's current sick leave policy and practice shall remain in effect, except that after ten years of service with the city, any employee who retires or resigns, with a two-week notice, shall be paid out for one quarter (1/4) of their accumulated sick leave. Terminated employees shall not be entitled to any sick leave pay out.

ARTICLE 18
VACATION
LEAVE

Section 1. Vacation Leave

The City's current Vacation Leave policy shall remain in effect.

ARTICLE 19
HOLIDAY
LEAVE

Section 1

The City's current Holiday Leave policy shall remain in effect.
The City observed holidays are:

New Year's Day
Martin Luther King's Birthday (3rd Monday in January)
Good Friday
Memorial Day
Juneteenth
Independence
Day Labor Day
Veterans Day
Thanksgiving
Day
Day after
Thanksgiving
Christmas Eve Day
Christmas Day
Personal Holiday
Safety
Bonus/Holiday

ARTICLE 21
VEHICLES AND CELL PHONES

Section 1

All bargaining unit members that have completed their PTO training will, whenever possible, be assigned a city vehicle as a take home car. Employees may drive

their city vehicle to and from work and they may make distinct deviations for nonessential personal errands. The city shall provide insurance to insure both the city and the employee as provided for by Florida Statute 627.7491.

Section 2

In order to use a vehicle as a take home car the employee must live within 30 "air' miles of the Palatka city limit.

Section 3

The current policy shall remain in place providing for window tinting for administrative personnel, detectives, supervisors and K-9 vehicles.

Section 4

All bargaining unit members shall receive an agency issued phone for the service of telephonic communication. Supervisory positions are entitled to the issuance of smart phones. The cell phone and the contents of the phone remain the property of the City.

ARTICLE 22
SAFETY AND HEALTH

Section 1

It is the responsibility of the City to provide safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Association will cooperate with and assist management to this end.

Section 2

The City and The Association insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in a disciplinary action.

Section 3

If an employee believes he/she is being required to work under unsafe conditions, the employee shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Association Steward may immediately notify the Chief; (3) file a grievance if no corrective action is taken within the period stated in Article 16.

Section 4

Employees who work at jobs or in areas deemed by the City Manager or their designee to be dangerous shall be required to wear safety devices and/or equipment as designated by that office as necessary for their protection. Such devices and equipment will be provided by the City. When such equipment has been prescribed by the City Manager or their designee, it shall be furnished by the City at no cost to the employee. Failure or refusal of an employee to wear safety devices and use safety equipment shall be grounds for disciplinary action.

Section 5

The current city policy concerning a drug free workplace shall remain in effect.

ARTICLE 23
MEDICAL
COVERAGE

Section 1 The City shall continue to provide medical coverage to all bargaining unit members under the same terms and conditions as they currently provide, except as altered by this agreement.

ARTICLE 24
BULLETIN BOARD AND ASSOCIATION BUSINESS

Section 1

The Association shall have the use of up to one-half the area of the bulletin boards located in the Ready Room or Classroom area for posting notices, which shall not be of a political or controversial nature. All notices shall be signed by an officer of the Association.

Copies of all notices shall be submitted to the City Manager or his designee prior to their being posted. If the City Manager feels that the notice is of a controversial nature, the Association agrees to rewrite it in such a way that it would not be of a controversial nature.

Any material found on The Association bulletin board space not on file with the Employer or not signed by an officer of the Association may be removed by the Employer.

Materials posted on The Association bulletin board must be dated and may be removed after thirty (30) days unless otherwise agreed upon.

Section 2

The City hereby agrees that the Association will have the right to use the Training Room at the Palatka Police Department for the purpose of the Association meetings. The room must be scheduled in advance with the Chief of Police, and its-use by the Association will be limited by other needs.

ARTICLE 25
COUNSELING

Section 1

Whenever any Palatka police officer is directly involved in a shooting incident (i.e., the officer is doing the shooting or being shot at), the officer will be placed on "paid administrative leave" by the Chief of Police. The length of the leave shall be at the discretion of the Chief.

Section 2

If deemed necessary by the Chief of Police, the City will make available to the officer the services of a psychologist or qualified counselor approved by the City for the purpose of helping the officer deal with the "aftermath" of the incident. This service will be paid for by the City.

Section 3

If, in the opinion of the Psychologist or counselor, the officer is unable to return to full active duty, the officer may be placed on light or administrative duty until such time as the psychologist or counselor certifies that the officer is ready to return to full active duty.

ARTICLE 26
VACANCIES - PROMOTIONS

Section 1

When a budgeted vacancy occurs in any position covered by this Agreement, such vacancy shall be filled without undue reasonable delay.

All vacancies shall be filled in accordance with City Personnel Regulations. Preference shall be given to "acting" positions.

For the purposes of this Article, "undue unreasonable delay" will mean not more than six
(6) months.

ARTICLE 27
ABOLISHMENT, CONSOLIDATION OR REDUCTION IN WORK FORCE

In the event of a City reduction in work force of 50% or more, consolidation or abolishment of the department, the City and The Association will meet as soon as possible to discuss severance pay, which shall not exceed four (4) weeks. Consolidation occurs when there is a joint venture between two contiguous law enforcement agencies, in this case, consolidation with the Putnam County Sheriff's Office. Abolishment of the department contemplates replacing and severely limiting traditional policing with other systems of public safety, education and community peacekeeping.

ARTICLE 28
SEVERABILITY CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet within twenty (20) days and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE29
DURATION

Section 1

This Agreement will be in full force and effect from October 1, 2025 ~~the date ratified by both parties~~ until September 30, 202~~85~~. The wages article (12) may be reopened by the parties for negotiations for the second and third years of this agreement.

Tentatively agreed to City:_____ Union:_____ Date:_____

SIGNATURE PAGE

CITY OF PALATKA

_____

AUTHORIZED REPRESENTATIVE

Date:_____

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATED, INC.

_____

AUTHORIZED REPRESENTATIVE

Date: 7-1-25

AGREEMENT

BETWEEN CITY

OF PALATKA

and the

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

~~November 14, 2024~~October 1, 2025 through September 30, 2028~~2025~~

ARTICLE 1
BARGAINING UNIT - DEFINITIONS

Section 1. Bargaining Unit.

The City of Palatka (hereinafter "Employer" or "City") recognizes the Coastal Florida Police Benevolent Association (hereinafter "the Association") as the exclusive bargaining representative for the members of the Palatka Police Department listed in PERC certification #2049.

Section 2. Definitions.

Abolishment - Abolishment of the department contemplates replacing and severely limiting traditional policing with other systems of public safety, education and community peacekeeping.

Chief of Police - shall mean the Chief or the appointed Acting Chief.

Consolidation - Consolidation occurs when there is a joint venture between two contiguous law enforcement agencies, in this case, consolidation with the Putnam County Sheriff's Office.

Employee - Except as herein otherwise defined wherever the term "employee" is used in this Agreement, it shall mean all employees within the bargaining unit as heretofore described. After successful completion of field training, probationary employees will have access to the Grievance and Arbitration Procedure to the extent permitted by Article 16, Section 5.

Superior Officers - Wherever the term "Superior Officers" is used in this Agreement, it shall mean a member of the permanent police force of the City of Palatka of the rank of Captain or higher.

ARTICLE 2
THE ASSOCIATION DUES DEDUCTION

During the life of this Agreement, and in accordance with Florida law, specifically Section 447.303, Florida Statutes, the Employer agrees to deduct the Association dues from the pay of each employee in the bargaining unit who authorizes said deduction and shall mail said dues to the address of the Association as certified by the Association to the City.

It is understood that this provision will provide for twenty-six (26) deductions per year for all employees. The Public Employer will remit to the Association such sums within thirty (30) days. Changes in The Association membership dues rate will be certified to the Public Employer in writing and shall be made at least thirty (30) days in advance of the

effective date of such change. The Public Employer's remittance will be deemed correct if the Association does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

The Employer will incur additional costs associated with administering the dues collections in a proper and efficient manner, and in a manner that complies with public record-keeping. The Association shall pay the City ten dollars per month for each employee that is a member of the Association on the first of the month.

The Association will indemnify, defend and hold the Public Employer harmless against any claim and against any suit instituted against the Public Employer on account of any deduction of The Association dues.

In accordance with Section 447.303, Florida Statutes, an employee may revoke in writing at any time his authorization for dues deduction. Dues revocation shall be processed through the Association, but in the event of direct revocation, the employer will notify the Association within the next pay period. No deduction shall be made from the pay of the employee for any payroll period in which the employee's net earnings for that payroll period, after deductions, are less than the amount of dues to be checked off.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1

The Association recognizes the right of the City of Palatka to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. Management officials of the City retain rights, in accordance with applicable laws and regulations, which include but are not limited to the following:

- To manage and direct the employees of the City.
- To hire, promote, transfer, schedule, assign and retain employees in positions with the City, in accordance with past practice and the terms of this agreement.
- To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- To relieve employees from duties because of lack of work, funds or other legitimate reasons.

- To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

- To determine the number of employees to be employed by the City.

- To determine the number, types, and grades of positions or employees assigned to an operational unit, department or project.

- The organization of City government.

I. To maintain and improve the efficiency of the operations of the City.

J. To determine internal security practices.

Section 2

The City has the sole authority to determine the purpose and mission of the City and the

amount of the budget to be adopted by the City Commission.

Section 3

If in the discretion of the City Commission, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, health pandemic, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees at the discretion of the City may be required to perform duties not within their job descriptions, as long as they are Police Department related.

Section 5

The parties agree that, upon the exercise of a management prerogative that requires impact bargaining, in the absence of an emergency declared by the City Commission, upon request of the Association, both parties will immediately be available to negotiate the impact. If the parties are unable to agree, the change will not be implemented until the City has met the minimum requirements for impact bargaining then in existence under the Public Employees Relations Act.

ARTICLE 4
EMPLOYEE RIGHTS

Neither the City nor the Association will interfere with an employee's right to engage in protected, concerted activity nor to refrain from participating in such activity.

Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining, to make any agreement with any such group organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, department official, or agent of the City or the Association shall:

- Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Association.
- Interfere with the formation, existence, operations, or administration of the Association. Conduct of the Association business will not be on City time except as provided for specifically elsewhere in the Agreement.
- Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in the Association.
- Discriminate against an employee because he has given testimony, taken part in any grievance procedure or other hearings, negotiations, or conference or in behalf of the Association, the City or any employees.

The City will not refuse to meet, negotiate or confirm proper matters with officers or representatives of the Association as set forth in this Agreement.

The City will not discharge or discriminate in any way against employees of the Police Department for the Association membership or the Association activities.

The Association will encourage the bargaining unit members to allow the elected officials of the Association rather than individual members, to represent the Association views and positions to political bodies, news media, and the public.

ARTICLE 5
DISCIPLINARY ACTION

Section 1

No employee of the Police Department as defined in Article 1, Section 2(A) shall be removed, dismissed, discharged, or suspended except for just cause.

Section 2

Any Police Officer required to submit to interrogation by a superior officer, which could result in disciplinary action, shall be allowed the company of an Association official or an attorney as provided by law. This Article does not apply to probationary employees.

Section 3

The "Police Officer's Bill of Rights" as set forth in Florida Statute §112.532, as amended from time to time, is incorporated herein and made a part of this contract.

Section 4

During any investigation covered by the Police Officer's Bill of Rights, the employee will be asked i.f he wants an attorney and/or representative present. Under this Section, the employee will be entitled to have any one (1) of the following present:

- One (1) local representative and a staff representative or,
- One (1) local representative and an attorney or,
- One (1) staff representative and an attorney.

The investigation will start when the desired attorney/representatives are present provided that if a specific attorney or representative is requested, the request for the specific individual will be granted only if the individual requested is available within a reasonable time. What is a "reasonable time" will depend upon the subject matter being investigated.

Section 5

A copy of any disciplinary action will be given to the employee being disciplined. The employee will sign the form to acknowledge receipt. A copy will be placed in the employee's file. An employee has the right to prepare a written response to any written reprimand within 10 days of receipt of the reprimand. The response will be placed in the employee's file. The City also agrees to copy employees when any disciplinary document is placed in their personnel file.

Section 6

Employees are entitled to inspect and copy their personnel files and any internal investigation files not confidential by law. Upon request of the employee, the employer

agrees to furnish these records and documents to the employee. The employer will supply these documents within 48 hours of the request.

Section 7

When the police department receives anonymous complaints of officer misconduct, the department will attempt to verify that there are reasonable grounds that the misconduct may have occurred before starting an official Internal Affairs investigation.

Section 8

All material that relates to an investigation that is unfounded shall be marked unfounded.

Section 9

The City agrees to purge all files that relate to internal affairs investigations and after all relevant state and federal statutes of limitations have expired and then shall be purged in accordance with the dates set out by the GS2 records retention schedule published by the state of Florida, to the extent permitted by the Public Records Act.

Section 10

A written reprimand shall be marked "no longer effective" and shall be purged from the personnel file after 24 months if the officer has not committed another offense. After 24 months, the reprimand will remain a public record in a file other than personnel. Suspensions are not affected by this Section and may be used in any subsequent discipline. Written reprimands may only be grieved up through step 3 of the grievance procedure.

Section 11

If termination is involved, the employee may be placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation, if it is deemed to be in the best interest of the City. Employees who are placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation shall cease to accrue sick and vacation time should the leave exceed one pay period. If the employee is not ultimately terminated, accruals that would have been earned will be posted to the employees sick and vacation accounts.

ARTICLE 6
ASSOCIATION BUSINESS LEAVE

Section 1. Negotiating Committee.

Employees who are members of the Association negotiating committee, not more than two in number, shall suffer no loss of pay or benefits to attend all scheduled meetings with representatives of the Employer for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. The Association Stewards.

The Employees shall select not more than two (2) Association Stewards whose names shall be furnished to the Employer and the Chief. The Association Steward or representative shall be granted reasonable time off if necessary, during working hours without the loss of pay or other benefits, in order to resolve grievances expeditiously. Said time shall be requested of the Chief or his designee, who shall not withhold permission for more than twenty-four (24) hours, except in the case of an emergency.

Section 3. Conventions.

Eligible employees shall be allowed to attend conventions of the FPOA and other police or legal seminars which are deemed by the Chief of Police and the City Manager to be a benefit to the Department.

ARTICLE 7
STABILITY OF AGREEMENT

Section 1

No agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2

The failure of the Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Association to future performance of any such item or condition, and the obligation of the Employer and the Association to such future performance shall continue in full force and effect.

Section 3

All rules, regulations, policies and procedures of the Employer in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify or delete

rules, regulations, policy or procedures not in conflict with the terms of this Agreement rests with the Employer.

ARTICLE 8
HOURS OF DUTY AND WORK SCHEDULE

Section 1

Commencing and ending hours of shift will be determined by the Chief of Police. The City hereby elects to establish its workweek under 29 U.S.C. § 270(k) of the Fair Labor Standards Act. The City elects to utilize the fourteen (14) day option under the above-referenced section of the Fair Labor Standards Act.

Section 2

The normal work week will be a scheduled 80 hour bi-weekly work period for administrative personnel and a scheduled 84 hour bi-weekly work period for patrol personnel, inclusive of meal breaks, with the shift personnel being assigned by management. However, the Chief of Police may establish such additional shifts as deemed necessary to provide adequate police protection.

Section 3

The Employer will notify employees in advance of a permanent change in squad assignments. This will not prevent the Employer from making temporary changes due to manpower shortages, FTO training, coverage requirements, emergencies, etc. The Employer makes the decision regarding shift changes for whatever is in the best interest of the City. Shift changes are usually determined during the start of a new pay period, with up to 48 hours advance notice unless there in an emergency that result in manpower shortages.

Section 4

Meal breaks of 30 minutes or less will be paid provided officers do not travel more than 1 mile outside the City limits and are able to promptly respond to calls. During the term of this contract, the current practice of allowing officers to take the police vehicle home for meal breaks will continue; provided that officers live within 1 mile of City limits and must checkout with Dispatch upon leaving their assigned patrol area and must check back in with Dispatch upon returning to their assigned patrol area following a meal break.

Section 5

In the event the City determines that it will be necessary to reduce the number of hours from full-time to part-time worked by City employees in all City departments, the Union will be given notice of that decision and a period of thirty (30) days to negotiate the impact of that decision on bargaining unit employees prior to implementation with a minimum of two (2) meetings held during that thirty (30) day period. This section is not applicable to a reduction in hours of part- time employees. In this regard, the City will first make every effort to maintain hours of work in essential positions before considering hours reductions in all City Departments.

ARTICLE 9
OVERTIME

Section 1

The City elects to operate under a fourteen (14) calendar day work period. The normal pay period will be two consecutive pay weeks. The normal work period for administrative personnel will be eighty (80) scheduled hours during a pay period, exclusive of meal breaks. The normal work period for patrol will be (86) hours during a pay period, inclusive of meal breaks.

Section 2

All work performed in excess of eighty-six hours (86) in any one pay period shall be paid for at the rate of one and one-half (1 ½) times the employee's regular rate of pay pursuant to section 7(k) of the Fair Labor Standards Act. It is the intent of the City that each employee takes a 30-minute meal break each day.

Section 4

Any police officer required to return to work by a Sergeant or a superior officer after having left the station at the completion of his regular shift shall be paid at the time and one-halfrate, and they shall receive a minimum of two (2) hours pay.

Section 5

In the event any off-duty bargaining unit member is required to "stand-by" awaiting a call of duty in excess of two (2) hours a day, they shall receive a stipend in the amount of $46.16 per pay period. Police officers who are required to keep the Department notified of their whereabouts but are not required to remain at a specified location, shall not be compensated for such time.

Section 6

All hours of required attendance at training and out of town travel (more than fifteen (15) miles) to and from training will be treated as time worked for pay purposes. Time spent out of town at training conferences not in actual training (sleeping, eating or other time not actually in class) will not be counted as time worked for pay purposes, provided that if the required attendance is on a regular workday, the employee shall be paid for either the normal number of hours the employee is regularly scheduled to work on that day or the hours in actual training, whichever is greater. Authorized lodging, meals and travel expenses consistent with City policy in effect at the time the travel occurs will also be paid.

If an employee volunteers to attend an out-of-town training conference, and is permitted to attend by the Chief, if the attendance is on the employee's scheduled workday, the employee will be paid for the regular hours he/she would have worked on that day. No other pay for those who volunteer to attend training will be paid.

If an employee is required to attend mandatory training, which is not for certification

purposes and they have not worked the required 86-hours in the pay period as provided in Sections 1 and 2 because they used scheduled vacation time, the employee shall be compensated at a rate of one and one-half (1½) times the employee's regular hourly pay, if their leave was scheduled and approved more than 30 days prior to the training being scheduled.

Section 7

Time paid for, but not worked, such as sick leave, leave without pay and military leave shall not be counted in determining overtime with the following exception: Vacation time and sick leave (for scheduled medical appointments) that are scheduled at least 30 days in advance shall be counted as hours worked when calculating overtime for a work period.

If an officer is required or volunteers to work hours into a second consecutive shift for the purposes of meeting minimum manning levels as set forth from time to time by the Employer, the officer will be paid at the rate of one and one-half (1½) times the officer's regular rate of pay regardless of whether the employee has worked 86 hours in the pay period.

Section 8

Whenever a bargaining unit employee is given comp time in lieu of being paid overtime for hours worked, the employee will be given one and a half hours of comp time for each hour worked in a manner not to exceed what is currently provided for to all City of Palatka employees and statutory limitations.

Larimer RFP Bid Protest

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

The City of Palatka issued a RFP (RFP 2025-01) to occupy and operate cultural activity in the Larimer Arts Center. The building had been occupied by the Arts Council of Greater Palatka, Inc. since 1997 as a result of a 20 year agreement that expired in 2017. On July 8, 2025 the evaluation committee meeting ranked the two bids that were submitted and posted the results. The results awarded the RFP to the River City Players based upon the highest average score. On July 11, the Arts Council of Greater Palatka filed a Notice of Protest followed by a formal bid protest. The bid protest is included in the agenda packet. The City's Purchasing Policy dictates the procedure for bid protests under Section 11. In the event that the City Manager is unable to resolve the protest, the "City Manager shall forward to the Commission for a recommendation, which shall include background information related to the bid. The Commission shall thereafter conduct an informal hearing at a regularly scheduled meeting or at such other time as may be arranged. Following presentation by all involved parties, the Commission shall render its decision on the merits of the protest."

PROJECT ANALYSIS

The assertions in the bid protest were carefully analyzed and comprehensively addressed in a memorandum by Carlos Dominguez-Brito and Chantel Pierre on July 16, 2025 and is included in the agenda packet.

Staff Recommendation

Affirm the analysis by the Project Manager and Finance Director that supported the rankings of the evaluation committee.

ATTACHMENTS

1.	Bid Protest Informal Hearing Template Larimer RFP 9-10-25
2.	Larimer RFP 2025
3.	Larimer RFP Bid Protest Response 7-16-25
4.	Evaluation Committee results
5.	ACGP_NoticeOfProtest_RFP2025-01_2025-07-11

6.	1-7 Proposal_for_operation_of_larimier_arts_center-2025
7.	A Response to Palatka RFP 2025-01 with Exhibits
8.	5-Income Statement-ACGP
9.	Calendar of Events
10.	Notarized cover letter

LARIMER RFP BID PROTEST
INFORMAL HEARING TEMPLATE
September 10, 2025

The City of Palatka's Purchasing Policy provides the procedure for bid protests under Section 11. In the event that the City Manager is unable to resolve the protest, the "City Manager shall forward to the Commission for a recommendation, which shall include background information related to the bid. The Commission shall thereafter conduct an informal hearing at a regularly scheduled meeting or at such other time as may be arranged. Following presentation by all involved parties, the Commission shall render its decision on the merits of the protest."

Presentation by Arts Council of Greater Palatka: **10 minutes**

Presentation by River City Players, The Arts Alliance of Putnam and The Gathering Artists of Putnam, LLC: **10 minutes**

No public comment

Deliberation by Commission

Render decision on the merits of the protest.

REQUEST FOR PROPOSAL (RFP) 2025-XX

OPERATION AND CULTURAL ACTIVATION OF THE LARIMER ARTS CENTER AS A PUBLIC CULTURAL ARTS CENTER WITHIN THE CITY OF PALATKA COMMUNITY REDEVELOPMENT AREA

Pursuant to Fla. Stat. 163.380, Notice is hereby given that the City of Palatka is soliciting proposals to be received by the City until 2:00PM, June 16, 2025 from qualified entities/organizations/arts councils to occupy and operate the Larimer Arts Center as a public cultural arts centers for the benefit of citizens of the Palatka/Putnam County community.

GENERAL INFORMATION & BACKGROUND

The City of Palatka owns the Larimer Arts Center (the "Larimer"), a historic building located at 216 Reid Street in Palatka, Florida. The Larimer is a stately limestone structure with elegant arched windows and entryway. The façade is symmetrical and incised across the top are the phrases "Ignorance Breeds Crime" and "Knowledge is Power." Jame R. Mellon, a member of the prominent industrial family, wintered in Palatka's South Historic District and as an act of philanthropic largess, he commissioned Henry J. Klutho of Jacksonville to design a library. Donated to the City in 1930, the Larimer was named for his wife, Rachel Hughey Larimer. Thousands attended the opening of one of the most modern libraries in the South. Housing over 50,000 volumes, the Larimer functioned as a library for 62 years. In 1992, with Mellon's permission, the library became the Larimer Arts Center. In 2008, the Larimer was added to the National Registry of Historic Places – the Nation's official list of cultural resources worth of preservation.

For the last 25+ years, the Larimer has been operated by the Arts Council of Greater Palatka. Pursuant to an agreement with The Arts Council, it was responsible for maintaining and operating the Larimer as a cultural arts center for the benefit of the entire community. The City seeks to once again partner with an organization that will be responsible for the day-to-day custodial functions of the building while featuring the Larimer's historical significance and engaging in consistent cultural activation activities. The selected entity will be expected to utilize the space as a community-facing hub, providing consistent public access, inclusive programming, and meaningful engagement with residents and visitors alike.

The property is located within the Central Business District, which is described in the 2021 Palatka Community Redevelopment Plan (the "CRA Plan"). Proposals should include objectives on how the operation of the Larimer will meet the CRA Plan requirements. The CRA Plan may be accessed online at https://palatka-fl.gov/197/Community-Redevelopment-Agency. It is the responsibility of each proposer to review the City of Palatka Land Development Regulations, Comprehensive Plan and the CRA Plan.

The City shall be responsible for the following:

- Maintenance of the exterior of the building, grounds, roof, major plumbing (for repairs in excess of $2,000), electric (for repairs in excess of $2,000).
- Using, for official purposes, all or portions of the building without charge and with reasonable notice to the Arts Council.
- Promotional assistance for public programs.
- Maintaining insurance on the building.

It is the intent of the City Commission of the City of Palatka that the building shall continue to be used as a cultural arts center for the citizens of the City of Palatka and surrounding communities.

Evaluation Criteria

A successful Proposal is one that:

A. Demonstrates a commitment to maintaining a community cultural resource. Factors include:

1. Demonstrates a commitment to ensuring adaptive use and preservation of a historic structure as a vibrant community asset;
2. Supports year-round creative programming that reflects the cultural diversity and heritage of Palatka;
3. Incorporates visual and performing arts in a manner that fosters partnerships, education and artistic development across disciplines and audiences;

B. Demonstrates consistent operational activities. Factors include:

4. Establishes administrative and operational headquarters within the Larimer;
5. Uses the space for artistic, cultural, educational, and community-focused activities;
6. Maintain regular hours of operation with public access no fewer than 5 days per week;
7. Develop a robust calendar of programming such as exhibits, performances, installations, workshops, classes, artist talks, poetry readings, book signings, cultural heritage and history events, while ensuring that the programming is inclusive, affordable and accessible to diverse community members;

C. Demonstrate ability to properly maintain the facility. Factors include:

8. Maintains the Larimer in good order, ensuring that it remains safe, clean, and accessible to the public on a regular basis. This will include performing cosmetic maintenance of the interior of the building;
9. Maintenance of electric and plumbing up to but not exceeding $2,000 in repairs. For repairs in excess of $2,000, the City shall assume responsibility.
10. Perform routine janitorial and minor maintenance duties;
11. Coordinate with the City on major repairs or structural concerns in a timely manner;
12. Agrees to scheduling of the use of the Larimer for community functions;

D. Demonstrate financial ability to operate and maintain the facility. Factors include:

13. Commitment and demonstrated financial ability to pay all utility and electric bills;
14. Maintaining sufficient liability and property insurance to cover its operation and personal property;
15. Experience, qualifications, and financial capacity of the proposer (and financial partner, if any is identified and to the extent firmly committed) considering: the proposer's track record for operating similar facilities and cultural programming;
16. Evidence of the proposer's reputation for competence and integrity; and successful completion of public-private development experience, if any. Evidence of these elements for proving the proposer's capabilities in the City of Palatka or Putnam County is a plus.
17. Fulfillment of CRA Plan requirements – demonstrate how the proposer will contribute to the vitality of the Business District. Include any initiative beyond what is required, such as unique solutions for achieving cultural activation;

E. Preference for local entities. Factors include:

18. Proposed plan or program to use local personnel, resources and businesses. Any plan or program to include pre-apprenticeship or apprenticeship opportunities for Palatka's youth is a plus.

F. Commitment to transparency and accountability. Factors include:

19. Commitment to reporting and accountability – the entity must submit an annual report outlining programming metrics and attendance, community impact and outreach, financial and operational performance, maintenance and facility use summary. The entity must provide the annual report to the City Commission in written and verbal format at a regularly scheduled public meeting for the benefit of the public. Provide examples of past reporting.

The City reserves the right to waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the City. No fax or e-mail proposals will be accepted.

Proposed time line:

Task	*Date*
Release of RFP	*May 16, 2025*
Deadline for Questions/Requests for Information	*May 28, 2025*
Addendum posted to the City website answering Questions/RFI	*June 1, 2025*
Proposals Due @ 2:00pm	*June 16, 2018*
Proposal Evaluation	*TBD*
City Commission Award Date	*TBD*

The City reserves the right to alter the deadlines. Any alteration of deadlines will be noticed in an addenda.

Contact: **Eddie Cutwright**
1900 Napolean St.
Palatka, FL 32177
ecutwright@palatka-fl.gov

All questions shall be emailed to the contact listed above and, **all questions will be answered in writing**.

Respondents are required to submit one (1) original, one (1) copy and one (1) digital copy saved on a flash/thumb drive in a sealed envelope marked **"RESPONSE TO PALATKA RFP 2025-XX". The proposal must be submitted in a sealed envelope or container stating on the outside the Contractor's name, address, telephone number and RFP title-number and delivered to:**

City of Palatka
Attn: Karen Hayes, City Clerk
201 North Second St.
Palatka, FL 32177

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of **8:30 a.m. and 5:00 p.m.**, local time, Monday through Friday, excluding holidays observed by the city. Respondents are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

All materials submitted pursuant to this RFP shall become the property of the City of Palatka. The City of Palatka supports Equal Opportunity Employment, Fair Housing and Providing Handicapped Access.

Proposals will be opened and read aloud following the deadline for receipt. Any proposal received after the deadline **will not** be considered. The City reserves the right to reject all submittals received in response to this RFP as determined to be in the best interests of the City. The city may not award an agreement(s) solely on the basis of this RFP and will not pay for the information solicited or obtained. Any information obtained may be used to determine the suitability of the proposal.

Proposals must be signed by an officer of the company who is legally authorized to enter a contractual relationship. The proposal must be notarized by a Notary Public.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey any implication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the city. All material submitted in response to the RFP becomes the property of the City and will be returned only at the option of the City.

Costs for developing proposals in response to this RFP are entirely the obligation of the respondent and shall not be chargeable in any manner to the City. Explanations desired by the submitter(s) regarding the meaning or interpretation of this RFP must be obtained from the contact person, in writing via email, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all Contractors, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person. During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process City officials or employees. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Palatka and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

Before a Contract will be awarded for the partnership arrangement contemplated herein, the City will conduct such investigation as is necessary to determine the performance record and ability of

proposer to perform the size and type of work specified under this RFP. Upon request, the proposer shall submit such information as deemed necessary by the City to evaluate qualifications.

SPECIFICATIONS

Scope of Services

The City of Palatka is seeking entities to operate the Larimer Arts Center building 216 Reid Street, Palatka FL 32177 . See the Evaluation Criteria above.

Qualifications

See the Evaluation Criteria above.

AWARD OF CONTRACT

Within seven (7) calendar days after the opening of proposals, the CITY will accept one of the proposals.

The acceptance of the proposal will be by written notice of award, emailed or mailed to the office designated in the proposal. Such award, if made, will be made within ten (10) days after the opening of proposals.

The CITY reserves the right to accept or reject any or all proposals, and to waive any informalities and irregularities in said proposals.

Submittal Requirements

Qualified entities interested in operating the Larimer as described in this request are invited to submit a proposal. Submittals shall address the Evaluation Criteria above. **Please use the TAB format below for your proposal. Proposals should be concise and clear.**

Contact Sheet

Cover Letter – Maximum of two (2) pages

TAB 1

Contact Sheet

TAB 2

Address the commitment to maintaining a community cultural resource as described in “A” of the Evaluation Criteria above.

TAB 3

Address the commitment to maintaining consistent operational activities as described in “B” of the Evaluation Criteria above.

TAB 4

Address the ability to maintain the Larimer building as described in “C” of the Evaluation Criteria above.

TAB 5

Address the financial ability to maintain and operate the facility along with all the proposed programming as described in “D” of the Evaluation Criteria above.

TAB 6

Address the local preference as described in “E” of the Evaluation Criteria above.

TAB 7

Address the ability to perform with transparency and commitment as described in “F” of the Evaluation Criteria above.

BASIS OF AWARD

The award will be made by the City Commission based on recommendations of a technical review committee. The committee will evaluate the proposals based on the following criteria:

Evaluation Criteria	Maximum Points
Commitment to maintaining a community cultural resource. (Tab 2)	20
Commitment to maintaining consistent operational activities. (Tab 3)	20
Ability to maintain the Larimer building. (Tab 4)	20
Financial ability to maintain and operate the facility along with all the proposed programming. (Tab 5)	20
Local Preference. (Tab 6)	10
Perform with transparency and accountability. (Tab 7)	10

CONTACT SHEET

RFP 2025- __

CITY OF PALATKA, FL

Company Name:_____ Federal Taxpayer ID: _____

Name: _____ Title:_____

Mailing Address: _____

_____

Telephone: _____ Cell Phone: _____

Email: _____

Accounting Contact:

Name:_____Title:_____

Email: _____

Phone: _____

CITY of Palatka
FLORIDA

MEMORANDUM

TO: Dustin Watkins

FROM: Carlos Dominguez Brito
Chantel Pierre, Finance Director

RE: Protest Answers

DATE: July 16, 2025

1. The City acknowledges that there was a clerical error in the naming reference, where "Arts in Putnam" was listed instead of "The Arts Council of Greater Palatka." This was a scrivener's error in the documentation only. The proposal evaluated was indeed the submission received from The Arts Council of Greater Palatka, and at no point was there confusion among the evaluation committee regarding which entity's proposal was under review. The corrected name has been updated in the evaluation committee results uploaded to the website to accurately reflect the proposer's legal name.

2. The City acknowledges the importance of transparency in all procurement processes. However, it is important to clarify that this solicitation was issued as a Request for Proposals (RFP), which differs from an Invitation to Bid (ITB) that is based solely on price. Under the RFP process, proposals are evaluated based on qualitative factors and scoring criteria rather than on a simple bid amount.
In accordance with standard RFP procedures, proposals were distributed to the evaluation committee members in advance to allow sufficient time for thorough review and scoring. During the publicly noticed evaluation committee meeting, each evaluator's scores and comments were presented and discussed in an open and transparent manner before the final ranking was determined.
Publicly unsealing and reading proposals line by line at the evaluation meeting is not standard practice for an RFP, as this would prevent evaluators from conducting the detailed analysis required for qualitative scoring and would significantly delay the evaluation process. The City followed its established procurement procedures to ensure fairness, transparency, and compliance with the applicable procurement code.

3. No. In this circumstance, there is no conflict of interest presented when the City Attorney for the City of Palatka serves on an Evaluation Committee for an RFP. This conclusion was reached through a thorough review of the corresponding Florida Statutes and the Rules Regulating the Florida Bar, specifically the Rules of Professional Conduct. The City Attorney has remained

impartial, has not allowed any vendor to gain an unfair competitive advantage, and has not allowed their private interests to influence their participation.

4. Regarding the concern raised about deviations from the published scoring criteria, the City acknowledges that the evaluation score sheets reflected a redistribution of points between two categories: *"Ability to maintain the facility"* (allocated 15 points instead of 20), and *"Financial ability to operate and maintain the facility"* (allocated 25 points instead of 20). While this shift did not alter the total available points (100), the allocations differed from those stated in the RFP. In response, the City recalculated each evaluator's scores to reflect the originally published scoring breakdown. Upon adjustment, the final totals for each evaluator are as follows:

- Joe: 94
- Eddie: 82
- Jane: 49

These adjusted totals confirm that the scoring outcome and ranking order remain unchanged. As such, while the City acknowledges the discrepancy, the correction does not impact the result of the evaluation.

5. The City acknowledges that a clerical error occurred during the preparation of certain documentation where the proposer was incorrectly labeled as "Arts in Putnam" rather than its correct legal name, "The Arts Council of Greater Palatka." This was a scrivener's error only in the naming reference, and not an error in the evaluation or consideration of the actual proposal submitted.

The evaluation committee reviewed and scored the proposal submitted by The Arts Council of Greater Palatka, and at no point was there confusion as to the identity of the proposer. The original proposal submitted bore the correct organizational information and branding, and the evaluators clearly understood which entity they were reviewing and scoring.

To ensure transparency and accuracy in the public record, the final evaluation results posted on the City's website were corrected to reflect the proper name of the proposer. This correction was administrative in nature and did not impact the evaluation process, the scoring, or the committee's recommendation.

The City values fairness and integrity in its procurement processes and remains committed to addressing any clerical oversights promptly and appropriately.

6. The City respectfully disagrees with the assertion that the scoring by the evaluation committee was arbitrary or capricious. Variability in evaluator scores is a normal and expected part of any qualitative evaluation process, especially in a Request for Proposals (RFP) format where subjectivity and professional judgment play a significant role.

Each committee member independently reviewed and scored the proposals based on the published evaluation criteria. These members brought distinct perspectives and areas of expertise to the process, which naturally results in variations in scoring. Importantly, the evaluation was conducted in accordance with Florida procurement standards, and the evaluators had access to the same materials and scoring guidelines.

While differences in scoring may exist, such differences do not, in and of themselves, constitute procedural irregularity or prejudice. The City has reviewed the individual scores and confirms that they are supported by each evaluator's notes and observations. There is no evidence of bias or misconduct, and the final rankings reflect the averaged and compiled results of a legitimate evaluation process.

The City remains confident that the evaluation was conducted fairly, consistently, and in alignment with the criteria set forth in the RFP.

7. The City affirms that all individual evaluation sheets were signed by each evaluator and are available in the procurement file for full transparency. Any corrections or adjustments made to scores during the evaluation process were clearly visible and occurred in the presence of the committee, often as a result of discussion or clarification during the public evaluation meeting. While there may have been handwritten edits or overwrites, such markings are a common and acceptable practice during live scoring sessions, particularly when evaluators are clarifying their ratings based on deliberation or questions addressed in the meeting. These markings do not indicate procedural flaws but rather demonstrate the evaluators' active engagement with the scoring criteria and the proposals.
Furthermore, the master ranking sheet was generated based on the signed individual score sheets. While the master sheet itself does not bear signatures, it functions as a summary and compilation document. Its accuracy is verifiable against the signed originals and does not undermine the integrity or finality of the evaluation results.
The City stands by the integrity of its procurement records and affirms that proper procedures were followed throughout the evaluation process.

If you have any more questions please contact Chantel Pierre, Finance Director, cpierre@palatka-fl.gov 386-329-0100 ext. 212

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.

CITY of Palatka FLORIDA

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

Evaluation Committee Meeting Results

REQUEST FOR PROPOSAL (RFP) 2025-01

OPERATION AND CULTURAL ACTIVATION OF THE LARIMER ARTS CENTER AS A PUBLIC CULTURAL ARTS CENTER WITHIN THE CITY OF PALATKA COMMUNITY REDEVELOPMENT AREA

Meeting Start time: 2:30 PM

Evaluators: Jane West, City Attorney; Joe Verrechio, Public Works Director; Eddie Cutwright, Community Affairs Director.

Two bids were received, and the scores are as follows:

	Respondent	Jane West	Joe Verrechio	Eddie Cutwright	Average
1	The Arts Council of Greater Palatka.	49	93	82	74.67
2	River City Players.	64	90	91	81.67

The City of Palatka is recommending awarding RFP-2025-01 to River City Players, who received the highest average score and were deemed the most responsive proposer.

***Note:** Due to a scrivener's error, The Arts Council of Greater Palatka was written and read as "Arts in Putnam" during the meeting.

DATE AND TIME OF POSTING: July 8th, 2025, at 5:00 PM

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.

49
93
142
182
224

64
90
154
91
245

City of Palatka

RFP 2025-01 Master Ranking Sheet

	Evaluation	Committee Scores			
	Respondent	**Jane West**	**Joe Verrechio**	**Eddie Cutwright**	**AVERAGE**
1	Arts in Putnam	49	93	82	0
2	River City Players	64	90	91	0

224 = 74.6
245 = 81.6%

Signature:_____

Date:_____

City of Palatka

RFP 2025-01

	Respondent	Commitment to maintaining a community cultural resource (20 Points)	Demonstration of consistent operational activities (20 Points)	Ability to properly maintain the facility (15 Points)	Financial ability to operate and maintain the facility (25 points)	Preference for local entities (10 Points)	Commitment to transparency and accountability (10 Points)	TOTAL	
1	Arts in Putnam	18	20	~~14~~ 15	20	10	10	0	93
2	River City Players	19	20	~~15~~ 14	17	10	10	0	90

Reviewer Name: Joe Verrechio

Signature: J. Verrechio

Date: 7/18/25.

Signature:_____

Date:_____

City of Palatka

RFP 2025-01

	Respondent	Commitment to maintaining a community cultural resource (20 Points)	Demonstration of consistent operational activities (20 Points)	Ability to properly maintain the facility (15 Points)	Financial ability to operate and maintain the facility (25 points)	Preference for local entities (10 Points)	Commitment to transparency and accountability (10 Points)	TOTAL
1	Arts in Putnam	10	8	5	10	10	6	0 49
2	River City Players	12	10	7	17	10	8	0 64

Reviewer Name: Jane West

Signature: [signature]

Date: 7/8/25

Signature:_____

Date:_____

City of Palatka

RFP 2025- 01

	Respondent	Commitment to maintaining a community cultural resource (20 Points)	Demonstration of consistent operational activities (20 Points)	Ability to properly maintain the facility (15 Points)	Financial ability to operate and maintain the facility (25 points)	Preference for local entities (10 Points)	Commitment to transparency and accountability (10 Points)	TOTAL
1	Arts in Putnam	20	15	10	17	10	10	82
2	River City Players	20	19	25	25	5	10	91

Reviewer Name: Eddie Cutwright

Signature: _____

Date: 7/8/25

Signature: _____

Date: _____

Dustin Watkins
Executive Director
Arts Council of Greater Palatka
watkins.dustin.w@gmail.com
July 11, 2025

TO:
Karen Hayes
City Clerk
City of Palatka
khayes@palatka-fl.gov
201 North Second St.
Palatka, FL 32177

CC (via Email):
Marcia Carty, CPA
Interim City Manager
mcarty@palatka-fl.gov

Eddie Cutwright
Community Affairs Director
ecutwright@palatka-fl.gov

Notice of Protest

Pursuant to Florida Statutes § 120.57(3) and any applicable provisions of the City of Palatka's procurement code, the Arts Council of Greater Palatka hereby files this Notice of Protest regarding the intended award of **RFP-2025-01: Operation and Cultural Activation of the Larimer Arts Center**, to River City Players.
This protest is based on numerous material irregularities and fundamental flaws that occurred at every stage of the procurement process:

1. **Fundamental Ambiguity in the RFP Document:**
   The RFP text is internally inconsistent. It conflates the specific incumbent entity ("the Arts Council of Greater Palatka") with the generic role of the future operator, setting the stage for confusion during the evaluation.
2. **Failure to Ensure Transparent Bidding Procedures:**
   To our knowledge, and based on a review of public notices, there was no public unsealing or reading of the submitted sealed proposals. The absence of such a transparent public event violates standard competitive procurement practices.
3. **Improper Composition of Evaluation Committee:**
   The City Attorney served as a member of the evaluation committee. This represents a potential conflict of interest and compromises the impartiality of the process.
4. **Prejudicial Deviation from Published Scoring Criteria:**
   The evaluation committee utilized score sheets with categories and point values that materially deviated from those published in the RFP. Specifically, the category "Ability to maintain the Larimer building," published as being worth 20 points, was changed on the score sheets to "Ability to properly maintain the facility" and was decreased in value to 15 points. Concurrently, the category "Financial ability to maintain and operate the facility along with all the proposed programming," published as worth 20 points, was changed to "Financial ability to operate and maintain the facility" and was increased in value to 25 points. This unannounced change directly prejudiced our proposal while improperly favoring the competing bidder.
5. **Misidentification of Proposer During Evaluation:**
   The Arts Council of Greater Palatka was misidentified and evaluated under the name "Arts in

Putnam." This substantive error, characterized by the City as a "scrivener's error," raises serious concerns about the integrity of the evaluation process.

6. **Arbitrary and Capricious Scoring:**
   The results show a statistically unnatural spread in scoring, including a 44-point variance between two evaluators on the same proposal, suggesting that scoring was not based on a uniform, evidence-based application of the stated criteria.

7. **Gross Procedural Irregularities in Final Records:**
   The evaluation records are unreliable and procedurally defective. Numerous scores were visibly overwritten on the scorecards without clarification or initials. Furthermore, the "Master Ranking Sheet" totaling the final results of the evaluation was not signed by the committee, compromising its authenticity and finality.

This Notice is timely filed within the required 72-hour window following the posting of the intended decision at 5:00 PM EST on Tuesday, July 8, 2025. A formal written protest with detailed grounds and supporting documentation will be submitted within the 10-day period prescribed by statute.
We respectfully request that the City stay any award or contract execution related to RFP-2025-01 pending resolution of this protest.

Sincerely,

Dustin Watkins
Executive Director
Arts Council of Greater Palatka

Proposal for Operation of Larimier Arts Center (RFP 2025-01):

The Art Council of Greater Palatka (ACGP)

Dustin Watkins, Executive Director

The Art Council of Greater Palatka's reply to RFP 2025-01.

Due: June 16, 2025

June 10, 2025

City of Palatka Selection Committee:

The Art Council of Greater Palatka submits this proposal in response to RFP 2025-01, seeking to continue operation of the Larimer Arts Center as a cultural hub for the Palatka community. Our organization, with a longstanding history of stewarding the Larimer, is committed to inclusive, accessible programming that reflects the city's values and advances the goals of the CRA Plan.

Our track record includes monthly gallery exhibits, public concerts, and civic partnerships. Looking ahead, we intend to expand youth involvement, grow community partnerships, and formalize public reporting. We appreciate the opportunity to continue this work and ensure the Larimer remains a vital space for arts and civic life in Palatka and surrounding communities.

We are the designated Local Arts Agency (LAA) for Putnam County. We have demonstrated our desire, ability and commitment during the last 32 years to promoting the Larimer Arts Center as a cultural arts center for the citizens of Palatka and surrounding communities while highlighting the cultural heritage and history of our area.

Sincerely,

Dustin Watkins
Executive Director

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1. TAB 1: Contact Sheet

Company Name:	**Art Council of Greater Palatka**
Federal Taxpayer ID:	**51-0166377**
Name:	**Dustin Watkins**
Title:	**Executive Director**
Mailing Address:	**PO Box 936, Palatka, FL 32178**
Telephone:	**(386) 328-8998**
Cell Phone:	**(386) 222-5657**
Email:	**admin@artsinputnam.org**

Accounting Contact:

Name:	**Valleria Ingamell**
Title:	**Treasurer**
Email:	**vgi0212@gmail.com**
Phone:	**(386) 546-5545**

2. TAB 2: Community Cultural Resource

Since its incorporation in 1975 and its formal designation as the official Local Arts Agency (LAA) for Putnam County, the Arts Council of Greater Palatka (ACGP) has been the steadfast champion of arts and culture in our community. Our commitment to serving as a vital cultural resource is the bedrock of our organization, deeply aligned with the City of Palatka's vision for its future.

This commitment is enshrined in our official Mission Statement, which tasks us to "…enrich the quality of life in our community through the cultivation, presentation, and preservation of cultural facilities and events." For the past 32 years, since the City of Palatka entrusted the historic Larimer building to our care in 1992, our stewardship has been the primary mechanism for fulfilling Goal 6 of the 2021 Community Redevelopment Plan (CRA Plan): The Preservation of… nonresidential historic structures. The ACGP has not only preserved this National Register of Historic Places (NRHP) listed building but has transformed it into a vibrant, active hub that serves the entire region.

Demonstrated Commitment & Alignment with the CRA Four-Point Action Plan:

Our current operations ensure the Larimer Arts Center is a cornerstone of community life, directly supporting key strategies within the CRA's Four-Point Action Plan:

Curated Visual Arts Programming & Diverse Performing Arts: Through monthly rotating art exhibits, our "Live at the Larimer" concert series, our partnership with River City Players (RCP) for theatrical plays, we provide a consistent calendar of cultural offerings. These activities are crucial to "Activate Opportunity Sites," ensuring this key historic building remains a dynamic and engaging destination within the Central Business District (CBD). Community & Civic Engagement: Our active participation in and support for major city events (Florida Azalea Festival, Blue Crab Festival, Bartram Frolic, and St. Johns Art Walk) leverages the Larimer as a central anchor. This enhances the vibrancy of the CBD, contributing to the CRA's aim to "Encourage Private Sector Investment" by drawing visitors who support local businesses. A Hub for Local Organizations & Arts Education: By serving as an accessible space for local groups and providing arts education, we "Establish and Reinforce Connections" within the community, strengthening the social fabric and connecting residents to the cultural heart of Palatka.

Future Vision: Enhancing the Larimer as a Premier Cultural Resource Aligned with CRA Goals:

Looking forward, the ACGP is dedicated to expanding the Larimer Arts Center's role as a premier cultural resource, with initiatives designed to further the CRA's Four-Point Action Plan and its overall vision for a "welcoming regional destination for cultural and community activities":

- Enhanced Digital Access & Community Storytelling: We will develop initiatives to digitize key aspects of the Larimer's offerings (e.g., virtual gallery tours, online artist talks, historical retrospectives). This not only broadens accessibility but also "Establishes and Reinforces Connections" by engaging a wider audience and preserving Palatka's cultural narratives for future generations, supporting CRA Goal 9 (Enhance community presence and develop the area as a regional destination).

- Targeted Programming for Downtown Revitalization: We will introduce thematic programming and event series specifically designed to draw new audiences downtown and increase foot traffic for local businesses. This could include “Cultural Heritage Weekends” or part-nerships with local historians and businesses for curated downtown experiences, directly supporting the CRA’s strategy to “Activate Opportunity Sites” and “Encourage Private Sector Investment” by making the CBD a more compelling destination.
- Deepening Educational Outreach & Partnerships: We plan to expand our arts education programs, forging new partnerships with Putnam County schools and community organizations to ensure the Larimer is a resource for all ages. This commitment to lifelong learning contributes to a vibrant community, indirectly supporting the CRA’s goals for a thriving downtown by fostering an engaged and creative populace.

This ongoing work and future vision are pursued with the recognized support of our partners, including the State of Florida Department of State, the Division of Cultural Affairs, the National Endowment for the Arts, the Putnam County Commission, the Tourist Development Council, and the City of Palatka itself.

The Arts Council of Greater Palatka is not merely a tenant; we are the city’s designated, proven, and forward-thinking partner, deeply committed to preserving Palatka’s cultural assets and actively contributing to the successful implementation of the Community Redevelopment Plan for a dynamic and prosperous future.

-Cultural events that offer artist opportunities for both local artists and area visitors, and instill a sense of community and expose the arts to the public.

-Lectures, workshops and programs that emphasize well-being through the arts with education, health themed events, and promotion of activities which improve mental and physical health and promote learning.

-Partnerships with annual festivals and events throughout the county. ACGP is able to provide cultural activities, entertainment, administrative assistance, planning, and coordination with organizers that create employment opportunities for artists, musicians, crafters, etc.

-Partnerships with artists’ guilds, groups, and educators. ACGP connects these groups with cultural projects, competitions, exposure opportunities, and promotion.

The Larimer Arts Center is a historic and cultural landmark, and our stewardship is guided by our mission to serve Palatka and it's surrounding communities.

Our programming includes:

- Monthly visual art exhibits featuring regional artists
- Public concerts in the Larimer theater or gallery
- Use of the space by local groups (e.g. River City Players, weekly painters group, home school group, planning meetings such as churches and reunion groups, City of Palatka, Mayors Reception, Putnam County Chamber socials)
- Participation in local festivals providing entertainment
- Art Walk,partnering with downtown business and local artists groups
- We keep abreast of programs and grants offered by regional and national cultural groups and apply for those opportunities for our community when available. In our programming planning and development, we aim for activities that appeal to a broad range of our citizens. This aligns with the Palatka CRA’s goals for historic preservation, inclusive events, and downtown activation.
- We will continue to make the Larimer available for City events, as needed such as the Mayor's reception, as we have done in the past.

3. TAB 3: Consistent Operational Activities

We propose the following activities to ensure consistent public engagement:

- Open Hours: Tuesday–Saturday, 10am–4pm; evenings for events
- Exhibits:
  - Six rotating gallery exhibitions annually (4-6 week runs)
  - Opening receptions free and open to the public (6-8pm)
  - Continuous visual arts programming with minimal gaps between shows
- Performances:
  - Quarterly theatrical productions at Scarlett-Hill Theater (collaboration with River City Players)
    - 12-day runs from last Wednesday of quarter's first month through second Sunday
  - **Live at the Larimer** Musical Performances
- Workshops & Classes:
  - Arts Underground, youth art classes
  - Art Camp
- Artist Talks & Community Events:
  - Opening reception artist presentations
  - Other talks, book signings, cultural heritage events
- Accessibility & Inclusion:
  - All opening receptions free to public
  - Other accessibility measures, pricing structure, community outreach
  - Collaboration with other local arts groups through exhibits and shows
  - Art Walk on Main street/St. Johns Ave. in partnership with Downtown Palatka businesses and local artist and groups

We will maintain an active online calendar and engage the public through Facebook and Instagram.

The ACGP established an endowed scholarship ($50,000) through fundrasiers, The Olivia Lay Scholarship, at St. Johns River State College and gives one scholarship to a Florida School of the Arts student each year.

We have exhibited 32 years of experience in operating and maintaining the Larimer Arts Center and presenting the LAC as a Cultural Arts Center for all citizens of Palatka and Putnam County. We have established a good working relationship with the State Division of Cultural Affairs, the Florida School of the Arts, and Local Businesses and Corporations. Our experience in producing cultural enrichment programs has been demonstrated through in house programming, outreach programming and many partnerships with other organizations within our City and County.

Success requires promotion and we have developed a variety of methods to achieve that end. ACGP reaches Putnam's populace as well as attracting tourism from surrounding counties to maximize its social and economic impact. We use a wide variety of marketing sources and technology. We have a good working relationship with Palatka Daily News, and local Radio Stations for promotions. We utilize electronic media such as Facebook and other social media channels.

4. TAB 4: Facility Maintenance

We will:

- Provide routine janitorial cleaning (weekly)
- Maintain interior paint, fixtures, and HVAC filters
- Address minor repairs under $2,000
- Notify City promptly of structural issues or major needs
- Maintain appearance of gallery spaces and public restrooms
- We have always paid for custodial services after each event and will continue
- In addition, we rely on a small team of volunteers and seasonal helpers for upkeep.

5. TAB 5: Financial Ability

Our operating budget is modest but sustainable. Major funding sources:

- Donations from local patrons and civic groups
- Event-based revenue (suggested donations, concessions)
- Rental income from events, weddings, and receptions
- We are pursuing additional funding through local foundations and state grants.

The Putnam County Commissioners and the Florida Division of Cultural Affairs recognized the ACGP as the official Local Arts Agency (LAA) representative for Putnam Co. in April of 1975. That designation allows us to apply for Federal and State Grant monies including those that recognize us as a needy county through the Rural Economic Development Initiative (REDI).

As a non-profit 501-C3 entity we rely on the community to support our programs. We also obtain our funding from additional sources, including: Donations, In-kind work hours, corporate sponsorships, workshop and class revenue, concert admission fees, sales commissions from gallery show sales, and juried art shows.

RCP's community theater ticket sales and use of the theater and building supplements a portion of ACGP's electric budget.

We have obtained grants with Chamber of Commerce (TDC), Putnam County School Board and private donors in the past and will pursue those avenues in the upcoming years.
ACGP has used our volunteer base to bring quality to its programs and high productivity with a small budget.

The 50-year history of ACGP's work in the community goes a long way towards attracting volunteer assistance. We have successfully operated through these funding sources during our tenure at the Larimer Arts Center.

- Financial Statements Attached, 5. Financials-ACGP

6. TAB 6: Local Preference

We prioritize:

- Hiring local musicians and artists for performances and workshops
- Coordination with other local Artist groups
- Using Palatka-based vendors for catering, printing, and repairs
- Offering volunteer hours for high school students (docents, setup crew)
- Exploring a pre-apprenticeship track in arts management or event planning

These initiatives support the CRA's goals for economic opportunity and youth engagement.

Our Board of Directors are all from Putnam County, and our new Executive Director, Dustin Watkins, was born and raised in Palatka. He has lived here continuously, except for the three years he lived in Tallahassee, FL, while obtaining his bachelor's degrees at FSU.

The former Executive Director, Denise Aiken, has stepped back and will continue as the Programming Director and to assist the new Executive Director with the transition of leadership. Denise has been a steadfast volunteer, who has lead the Arts Council for 25 years and has wealth of knowledge and historical reference.

7. TAB 7: Transparency and Accountability

We will submit an annual public report to the City Commission that includes:

- Number and type of events
- Attendance estimates
- Summary of income and expenditures
- Volunteer hours and partner organizations
- Maintenance updates

The report will be presented each August at a public meeting and made available on our website. We are happy to present to the full City Commission, at its pleasure.

8. Attachments

- Past and Proposed Event Calendar
- Insurance Certificate
- Fliers of past events
- Letters of Support

Response to Palatka RFP 2025-01
Operation & Cultural Activation of the Larimer Arts Center
From

River City Players

In conjunction with

The Arts Alliance of Putnam & The Gathering Artists of Putnam LLC

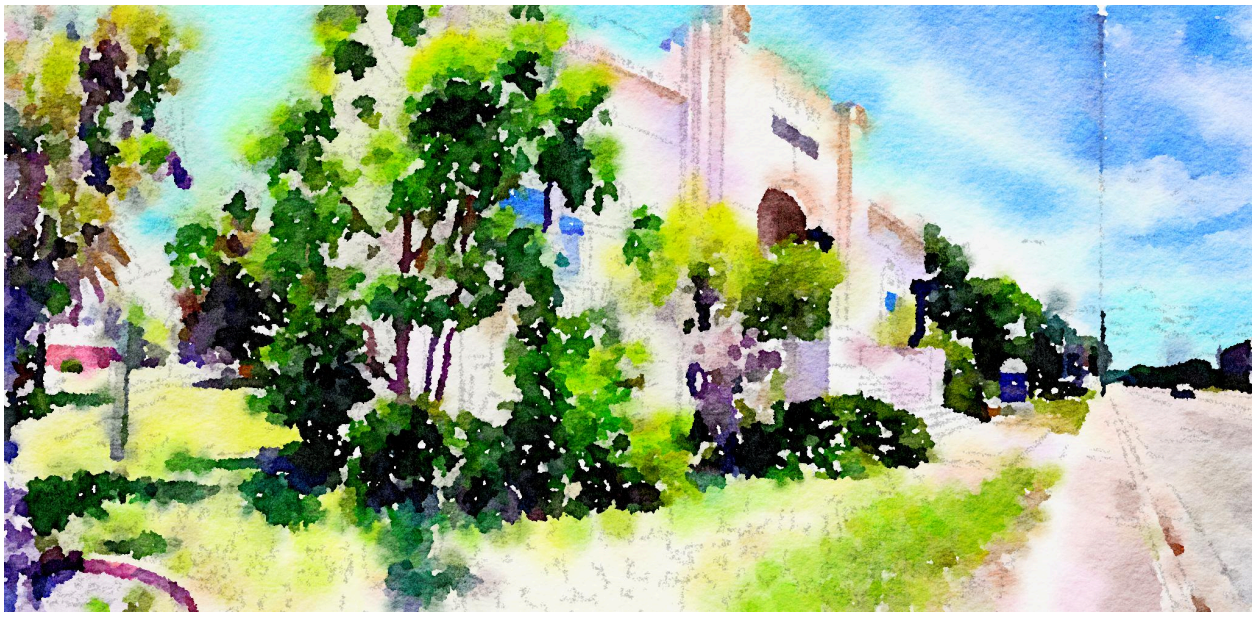


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Tab 8 - Signature and Statement of Authority

Dear City of Palatka Leadership,

On behalf of the River City Players (RCP), the Arts Alliance of Putnam (AAP), and the Gathering Artists of Putnam (GAP), we submit this letter of intent to assume the management and revitalization of the historic Larimer Arts Center. Our organizations are ready to roll up our sleeves and work hand-in-hand to "Unleash the Larimer" and transform it into a thriving hub for arts, culture, and community engagement.

We recognize the current challenges facing the Larimer, including peeling paint, musty odors, damaged tiles, termite issues, and the accumulation of unorganized storage. Working in partnership with the City, we are committed to addressing these issues swiftly and effectively. We also intend to explore improved ADA accessibility through potential partnerships with civic organizations such as the Rotary, Passionate Putnam Partners (PPP), and others, to determine if a ramp or elevator is feasible in order to improve inclusive access for all.

Looking forward, our programming vision will build on the strengths of each organization. RCP will continue to host dynamic theater productions and establish its official headquarters at the Larimer, where it already holds monthly board meetings as well as committee meetings for finances, building needs, script selection, etc. AAP will use the center as its operational base to coordinate county-wide arts advocacy, organize cultural arts festivals, and ensure the Larimer becomes a strategic cornerstone in Palatka's cultural tourism efforts. GAP will activate the space through exhibitions and workshops featuring a diverse array of regional and local artists.

Our plans include but are not limited to:

- *Monthly art exhibits with festive opening receptions*
- *Holiday events and family-friendly programming*
- *After-school and holiday break classes for children*
- *A teachers' reusable resource center*
- *Revitalization of both the upstairs Scarlett Hill Theater and the downstairs Black Box Theater*
- *Children's theater productions, open mic nights, and other live performances*
- *A robust docent program already in place with GAP*
- *Daily open hours, five to seven days a week (excluding major holidays)*
- *Installing vibrant flags and banners along Reid Street to invite public interest and energize downtown foot traffic.*

RCP will serve as the lead organization responsible for the management of the facility while AAP and GAP will provide personnel to staff the facility and contribute to dynamic programming and exhibits that engage the community and drive traffic into the building. Together, our organizations bring a powerful combination of artistic talent, volunteer energy, operational experience, fiscal stability, and community connections. We believe that with your partnership, the Larimer can once again become a beacon of cultural vitality and civic pride in the heart of Palatka.

Thank you for your consideration. We would be honored to discuss our proposal further and work alongside the City to ensure the Larimer's legacy continues for generations to come.

Warm regards,



Kevin Sharbaugh
For the River City Players, the Arts Alliance of Putnam, and the Gathering Artists of Putnam

River City Players

Federal Tax ID: 59-2743514

Kevin Sharbaugh, Chairman, Board of Trustees

P.O. Box 2752, Palatka, FL 32178

386-244-7886 (Organization)
904-501-8487 (Personal Cell)

rcppalatka@gmail.com

Accounting Contact:

Robert Stender, Treasurer, Board of Trustees

Bob@boblinux.com

954-610-0079 (Personal Cell)







Pictured: Gathering Artists of Putnam, Arts Alliance of Putnam Board, Current Cast for River City Players!

Three Voices, One Vision: Working Collaboratively for the Arts.

Tab 2

The following is provided in response to the RFP evaluation criteria regarding the applicant's commitment to maintaining a community cultural resource.

FACTOR 1. Demonstrates a commitment to ensuring adaptive use and preservation of a historic structure as a vibrant community asset.

Identified Needs & Proposed Plans:

- Coordinate with City for termite treatment
- Sort and dispose of unusable items throughout the structure
- Assess and address Handicap accessibility - engage engineering firm, apply for grants
- Address interior cosmetic issues including peeling paint and missing tiles
- Address musty smell in basement with filtration program and deep clean
- Fully finish the downstairs "Black Box Theatre" for proper use in programming
- Convert two underutilized storage rooms downstairs into additional classrooms
- Convert one underutilized storage room downstairs into a Teachers' Resource Pantry
- Add color banners to the front facade (not to interfere with the historical nature of the building) to signify the arts at this location - See Exhibit A
- Place colorful flags along the Reid Street sidewalk to attract visitors - See Exhibit A
- Spruce up the front and back entry gardens - See Exhibit B

FACTOR 2: Supports year-round creative programming that reflects the cultural diversity and heritage of Palatka.

Proposed Programs & FUNctions - See Exhibit C

- Use Upstairs front offices as HQ's for River City Players & Arts Alliance of Putnam
- Use Upstairs gallery spaces for revolving upscale **fine arts exhibits** for the Gathering Artists of Putnam and visiting artists
- Use Upstairs lobby space for **monthly opening receptions** for Gathering Artists of Putnam
- Use Upstairs lobby and gallery spaces for **special events** scheduled by other collaborating public entities or private promoters, such as the Arts Council of Greater Palatka (ACGP)
- Use Scarlet Hill Theatre for **live community theater** - including rehearsals
- Use Scarlet Hill Theatre for special events of the City such as the **Mayor's Azalea Festival Reception**
- Use Scarlet Hill Theatre for **live music events** scheduled by AAP, ACGP, other collaborating public entities or private promoters
- Use the downstairs for theater programs including **Youth performances**, **Comedy Nights**, **Open Mic Nights**, **Afterschool theater programming**, **Poetry Slams**, **Script reading**, **Podcast Stage**
- Invite the public, civic groups and other arts and culture groups to utilize the facility and cross promote their events - already in discussions with Palatka Arts League, Heart and Soul Fine Arts Club, local musicians

FACTOR 3: Incorporates visual and performing arts in a manner that fosters partnerships, education and artistic development across disciplines and audiences.

The following is a partial listing of recent programming efforts of all three organizations that are indicative of a shared culture valuing partnerships, education and artistic development across disciplines and audiences:

- RCP recently **facilitated a homeschool group as they learned** and performed an interpretation of **Shakespeare** at the Scarlet Hill Theatre.
- RCP strives to provide an inclusive and supportive learning space and currently **trains up their volunteer actors in other leadership roles of the theater such as directing and stage management.**
- RCP has developed relationships with alumni, students, and faculty at Florida School of the Arts (FloArts). Individuals from **RCP and FloArts routinely support and work on projects and productions together.** Current and former FloArts students volunteer as directors, actors, and crew members, where they are exposed to the historical significance and value of the Larimer building during these experiences.
- Since 2023, RCP has performed an additional charity benefit show for each quarterly production. **RCP donates the entire box office proceeds from one show to a local charity**. Patrons at the Charity Show donate additional funds. Charity show beneficiaries to date include: Community Hospice, The Arc of Putnam, Baby Brain Builders, Rodeheaver Boys Ranch, and the Guardian Ad Litem Foundation.- See Exhibit D. The charity for the current production is the Putnam Free Clinic and the selected charity for the fall production is Habitat for Humanity.
- RCP funds an annual scholarship program of $1,000 to local theater focused students. - See Exhibit D.
- In the fall of 2024, **RCP partnered with Westminster Hall to host a murder mystery** dinner theater production for two sold out performances.
- **RCP has managed the musical stage and given social media support for Bostwick's Blueberry Festival.**
- **RCP is collaborating with the GFWC Women's Club of Palatka to produce a cabaret event** in September to benefit the Lee Conlee House.
- **RCP is collaborating with Ravine Gardens** Park Ranger, Sally Jan Smith **to produce a youth production of Peter Pan in the Park** for the Spring of 2026.
- **AAP collaborated with the exhibits director at the Larimer** to bring the literary arts and fine arts together with the current show by artist Paul Morris who is having local writers to become part of his ongoing book project.
- **AAP is collaborating to bring the art to the following groups: Crescent City Catfish Festival, the Palatka Art League, the Garden Club of Palatka, Putnam County Fair and Ravine Gardens.**
- **GAP trains its artist members to become exhibit curators**.
- **GAP has partnered with local businesses for art exhibits**, Breck Sloan, Revitalize Historic Palatka and Velchoff's Corner and The Douglas Law Firm @ the River Center.
- **GAP recently hosted two NE Florida's Authors' Conferences.**
- **GAP recently hosted a book launch** in their gallery space partnering with local author Pamela Two Spirits along with illustrator Sally Jan Smith.

Tab 3

The following is provided in response to the RFP evaluation criteria regarding the applicant's commitment to maintaining consistent operational activities.

FACTOR 4: Establishes administrative and operational headquarters within the Larimer.

New Headquarters office spaces to be established:

- RCP in the Western front office (away from City Hall) - to include a Ticket Box Office
- AAP in the Eastern front office (towards City Hall)

FACTOR 5: Uses the space for artistic, cultural, educational, and community-focused activities.

See Exhibit B

Upstairs Scarlet Hill Theater:

- Quarterly Theater Production by RCP
- Musical Performances by AAP, ACGP, and other collaborating organizations
- Productions by homeschool theater by RCP
- Productions by FloArts during their renovations
- Youth Productions by Palatka Theater Studio

Upstairs Main Galleries:

- Regular Art Exhibits by GAP
- Monthly Art Openings by GAP
- Quarterly Authors Conferences by AAP
- Mayor's Receptions by City of Palatka
- Events, both public and private, scheduled through a public facing website with an online calendar providing information on scheduled events and available open dates

Upstairs Offices

- Admin offices for both RCP & AAP

Upstairs Storage Gallery (currently) - to be converted to Multipurpose Room:

- Multi Purpose Room for meetings or events by AAP & RCP
- Small Events, both public and private, scheduled through a public facing website with an online calendar providing information on scheduled events and available open dates

Basement Classrooms:

- Tuesday Artists Group by AAP
- Afterschool Arts and Crafts Programs by AAP
- School Holiday Arts and Crafts Programs by AAP
- Artist Workshops scheduled in coordination with RCP & AAP calendars.
- Events, both public and private, scheduled through a public facing website with an online calendar providing information on scheduled events and available dates
- Workshops in set design and build by RCP

Basement Black Box Theater:

- Youth Productions by RCP
- Improv classes and productions by RCP
- Poetry Slams by RCP
- Script Readings by RCP
- Acting Classes for adult, youth and seniors by RCP
- Afterschool acting classes by RCP

Eastern Basement Rooms:

- Afterschool & Holiday Programming Rooms for youth by AAP

Basement Hallway Rooms (between the Most Eastern Rooms and Black Box):

- Teacher Reusable Resource Center by AAP

Basement Theater Rooms:

- Maintained as Dressing Rooms, Green Room, Storage for set flats by RCP

FACTOR 6: Maintain regular hours of operation with public access no fewer than five (5) days per week.

The current plan is to maintain open hours seven (7) days a week, excluding major holidays.

Monday through Thursday 10am - 6pm staffed by the AAP
Friday and Saturday 10am - 5pm staffed by GAP
Sunday 11am - 3pm staffed by GAP
Evenings for programming staffed by the sponsoring organization

** Note that the organizations will evaluate the daily attendance and may adjust open/closed days, but all three organizations feel strongly that weekends are an important time to be open for the community.*

FACTOR 7: Develop a robust calendar of programming such as exhibits, performances, installations, workshops, classes, artist talks, poetry readings, book signings, cultural heritage and history events, while ensuring that the programming is inclusive, affordable and accessible to diverse community members.

Current programs to be continued at the Larimer:

- **Quarterly Theater Productions** by RCP in the **Scarlet Hill Theatre**. (Two week production run of ten performances, average attendance per production run: 700.) These include live auditions, rehearsals, performances and afterparties. RCP is 100% volunteer run. Members of the community learn skills related to theater productions including back stage setting and managing; designing, building and painting the set; helping the cast rehearse lines; directing; lighting and stage management; ushering at shows; and more. Show tickets are kept affordable at just $20 per adult, $10 per child/student. RCP gives back to the community by donating proceeds of one full show to a local charity in every production. RCP also funds an annual scholarship program of $1,000 to local theater focused students.
- **Monthly Gallery Exhibits** by GAP in the **main galleries.** These include monthly art openings (average attendance to openings 85), themed exhibit shows by more than 30 local artists, art talks with visiting artists, featured artist shows and holiday events. 100% volunteer run. Members of the GAP community learn skills related to art, art exhibition, art sales and event promotion. Exhibitions and opening receptions are free and open to the public. Local artwork is for sale and artists retain 80% of the sales with 20% retained by the GAP. The GAP utilizes its 20% commissions for operational expenses. The GAP maintains a scholarship fund for any artists that may not be able to afford membership ($75 or $150 annually).
- **Weekly Artists Sessions (Tuesdays)** in the **basement classroom** area (average attendance 10). This long-standing group of artists meet in the basement to chat and paint every week. They maintain a storage cabinet and donate a small amount ($5) each week towards building expenses.

- **Special Events** by the City of Palatka in the **main galleries**. The Larimer will continue to be made available for receptions, community meetings or workshops as needed by the City of Palatka. We will be happy to coordinate with exhibits, entertainment and/or caterers as needed.

NEW Programs to be added:

- **Creation of a Teachers' Art Resource Pantry** by the AAP in a large room in the basement (currently filled with items of undefined use). Shelves will be added for proper sorting and storing of a myriad of classroom supplies donated by the public for use in classrooms of all kinds. Benefitting public, private, homeschool and Sunday school teachers. Access would be during open hours of the Larimer. Donations would receive a 501(c)3 tax credit letter. Grant money would be sought as this program (modeled in West Palm Beach) helps keep many items out of the landfill and allows teachers/students access to rarer materials.
- **After School Student Art Classes** by AAP in the basement classrooms. This would include arts and crafts in the basement for elementary aged students. Class size will be able to increase as teachers are procured. Starting with up to 10 students. We are looking into transportation and collaboration with Putnam County Schools. Note - this is in the planning stage and contingent on procuring the contract for management of the Larimer.
- **After School Student Theater Classes** by RCP in the basement classrooms/black box. This would include acting classes in the basement for elementary aged students. Class size will be able to increase as teachers are procured. Starting with up to 10 students.
- **Black Box Theatre Events** by RCP in the Black Box Theater. Utilizing the basement Black Box theater for Poetry Slams, Childrens productions, Comedy Improv, Script Readings, costume creation and other events that require a more intimate setting than the larger Scarlet Hill theatre.
- **Regular Musical Events** by AAP, ACGP, and other collaborating organizations in the Scarlet Hill Theatre. These would include local and regional musical acts that are not part of the local bar scene - quintets, jazz ensembles, youth bands… with an emphasis on educational components.
- **Literary Events** by AAP in the main galleries. Utilizing the galleries for intimate or large scale authors events coordinated in conjunction with the NE Florida's Author's Conference and/or the Putnam County Writers' Association.







Youth Blackbox
Book Launch
Poetry Slam
Current RCP Plays



Additional Programming under consideration:

- **Weekly Lunch & Learns** by the AAP to activate the space during the day - brown bag events with speakers and/or quick creative projects - perfect for school board employees, City employees and other downtown workers to gather in a cool space, surrounded by art, eat their lunch and participate in something fun!
- **Regular yoga or stretch classes** to activate the space by a diversified audience - the gallery spaces are completely flexible and could include chair workouts, floor yoga, mat space for stretching, even moveable dance bars for childrens dance class - any help in finding qualified instructors would be appreciated!
- **Regular Ecstatic Dance** sessions by the AAP - these dances require a knowledgeable DJ in Ecstatic Dance and open floor space for creative movement.
- **Book Club** - engage One Book One Putnam for launch events for their program. Could include the fostering of intimate special interest book clubs.
- **Presentation Space** for groups like the Palatka Science League, Chess Club of Palatka or others.
- **Nastalic Game Clubs** - for groups, young and old to learn classic card table games including Bridge, Canasta, Cribbage, Spades and MahJong.
- **Stage Backdrops/studios for local podcasters** - to utilize the Black Box theater or Scarlet Hill Theater when they are not in use for productions.

**Note that all three organizations have many members that belong to nearly every civic group in the county and we are encouraging the infusion of the ARTS in all their efforts and seeking to partner with their efforts in the community. So, this list is from our organizations but it may grow as other groups and organizations reach back to us. We feel very strongly that collaboration makes the community stronger!*





Podcast Studio Setup in Blackbox Theater



“Back in the Day” Card Table Games





Teacher’s Reuse Resource Pantry

Tab 4

The following is provided in response to the RFP evaluation criteria regarding the applicant's ability to properly maintain the facility.

FACTOR 8: Maintain the Larimer in good order, ensuring that it remains safe, clean, and accessible to the public on a regular basis; perform cosmetic maintenance of the interior of the building.

RCP has been an ongoing, consistent, physical presence in the building, and has previously provided the City and the ACGP with spreadsheets indicating Larimer Repair & Maintenance Needs. RCP will routinely identify and appropriately address maintenance and repair issues as agreed upon with the City.
As provided in RFP Addendum 1, the following current building issues will be addressed as follows:

- Active Termites - City will contact Florida Pest Control
- Peeling plaster/paint in main galleries - City will address with Public Works
- Peeling paint in ceilings of main galleries - City will address with Public Works
- Missing tiles in eastern bathroom - City will address with Public Works
- Rusty pipes in eastern bathroom - City will address with Public Works
- Roof leaks - City will address with Public Works
- Worn back entry - City will address with Public Works
- Plaster work in theater bathroom - City will address with Public Works (after roof)
- Water intrusion in basement - City will add to next budget year
- Musty/mold smell in basement - City will add to next budget year
- Peeling paint in basement - City will address (after waterproofing)
- Functionality of sump pump at eastern basement entrance - City will address with Public Works
- Improved ADA accessibility - by RCP/AAP/GAP
- Window tinting - by RCP/AAP/GAP
- Refinishing of doors and window framing - by RCP/AAP/GAP
- Missing globes on front pedestal lights - by RCP/AAP/GAP
- Interior entryway light in the ceiling at the front door are not functioning - City will address
- Non-functioning electrical sockets in front rooms - City will address
- Seams/cracks on threshold in lobby, potentially indicating shifting foundation - Need inspection

FACTOR 9: Maintenance of electric and plumbing up to but not exceeding $2,000 in repairs. For repairs in excess of $2,000, the City shall assume responsibility.

- As needed. This will be coordinated by RCP which has sufficient fiscal resources and community connections.
- RCP has proven its ability to respond quickly to obtain critical repairs. In 2023, a root growth blockage in the combined discharge pipe from the building overwhelmed the plumbing system and caused the basement level toilet to overflow, requiring significant cleanup by RCP volunteers (pictures available upon request!). RCP was able to quickly contact local plumbing support who arrived on Saturday morning to clear all blockages and return the building to a functional state for that evening's performance (with ongoing gratitude to Bruce Bellamy).
- RCP has also shown an ability to collaboratively resolve maintenance/repair items. A number of ceiling lights in the main theater space were not functioning even after bulb

replacement. RCP was able to borrow a safety extension ladder from FloArts and RCP volunteers repaired the light sockets and restored the lighting system to full functionality.

- RCP has successfully communicated with adjacent landowner, the Putnam County School District, to ensure the shared parking lot lights are appropriately timed to illuminate the parking lot at all times of the year.

FACTOR 10: Perform routine janitorial and minor maintenance duties.

- Janitorial services will be performed by the AAP during open hours. Minor maintenance will be performed by RCP, AAP, and GAP volunteers or collaboratively funded paid labor as necessary.

FACTOR 11: Coordinate with the City on major repairs or structural concerns in a timely manner.

- Absolutely. This will be coordinated by RCP.

FACTOR 12: Agrees to scheduling of the use of the Larimer for community functions.

- **Special Events** by the City of Palatka throughout the facility. The Larimer will continue to be made available for receptions, community meetings or workshops as needed by the City of Palatka. We will be happy to coordinate with exhibits, entertainment and/or caterers as needed.
- **Special Events** by civic organizations or individuals. The space will also be made available to community members and local organizations for their events and/or presentations.

Tab 5

The following is provided in response to the RFP evaluation criteria regarding the applicant's financial ability to operate and maintain the facility.

FACTOR 13: Commitment and demonstrated financial ability to pay all utility & electric bills.

- RCP has a solid financial position and can guarantee payment of all utility and electric bills for the anticipated three-year term of the agreement.
- Financial statement provided - See Exhibit E.
- Additional financial documentation available upon request.
- AAP and GAP will contribute to utility and electric bills.

FACTOR 14: Maintain sufficient liability and property insurance to cover operation & personal property.

- RCP & GAP currently carry sufficient liability and property insurance and will obtain additional coverage as needed or required. See attached CoI's for RCP & GAP provided as Exhibit F.

FACTOR 15: Experience, qualifications, and financial capacity of the proposer (and financial partner, if any is identified and to the extent firmly committed) considering: the proposer's track record for operating similar facilities and cultural programming.

- Since the end of the pandemic, RCP has been the only organization with an ongoing, consistent, physical presence in the building, and it is well informed of the material needs of the facility and the Larimer's potential for expanded cultural arts opportunities.
- RCP has been actively programming events at the Larimer over the past 25 years.
- RCP has been consistent in its productions and has collaboratively assisted with the consumable goods and caretaking needs of the building.

FACTOR 16: Evidence of the proposer's reputation for competence and integrity; and successful completion of public-private development experience, if any. Evidence of these elements for proving the proposer's capabilities in the City of Palatka or Putnam County is a plus.

- The RCP Board of Trustees currently has nine members, all of whom are residents of Putnam County. For Board Member Resumes - See Exhibit G. RCP also has a theater technical advisory committee composed of current and former professors from FloArts.
- See website presence at RCPPalatka.org
- RCP currently has an email contact list of 1,200 patrons.This contact list is based upon individuals who have either purchased tickets or signed up as a volunteer, or both.
- RCP provides an online volunteer sign up page where individuals can specify their areas of interest. RCP currently has 137 individuals who have signed up as volunteers.
- RCP uses the Track It Forward app to document individual volunteer hours.
- Total volunteer hours documented for 2024 was 7,101 hours (x $31.61 = $224,462.61 value). Total volunteer hours documented for 2025 as of June 15, 2025, is 3,538 hours (x $31.61 = $111,836.18 value).
- RCP currently has a Facebook following of 2,482 and its recently activated Instagram account has 100 followers.

- The GAP, a private partnership Florida LLC, currently has four executive Board Members and three members at large, all of whom are residents of Putnam County. For Board Member Bios - See Exhibit H.
- See website presence at https://www.gatheringartistsofputnam.com/
- The GAP currently has 33 artist members participating in our exhibits - monthly 2nd Saturday Opening Receptions bring in 55 to 110 attendees consistently.
- The GAP regularly partners with private businesses in Palatka's Central Business District to bring art to the public eye - "Art on the Avenue", a public art display in four empty storefronts on St. Johns Ave -"The Bigger Picture", a public exhibit in Velchoff's Corner - and current call for art at The River Center.
- The GAP's Facebook presence - through Groups and Business Page - is over 800. Instagram has 66 followers.
- The AAP's Founding Board of Trustees currently has four members, all of whom are residents of Putnam County. For Board Bios - See Exhibit I.
- The AAP has recently worked with or is currently working with the following organizations to enhance their programs' arts offerings: Crescent City Rotary/Catfish Festival, Palatka Art League, Ravine Gardens Literary Festival, Putnam County Fair, Master Gardeners Club, Arts Council of Greater Palatka, Blue Crab Productions - Several have submitted letters of recommendation. - See Exhibit J.

FACTOR 17: Fulfillment of CRA Plan requirements – demonstrate how the proposer will contribute to the vitality of the Business District. Include any initiative beyond what is required, such as unique solutions for achieving cultural activation.

Identified ways to contribute to the vitality of the Business District is to address the building itself. This may be done in several ways:

- Colorful Banners on Building - changeable & design-able by members of the community - See Exhibit A.
- Adding Colorful Feather Flags in front of building - introduces movement, color and visual energy to the streetscape along Reid Street - See Exhibit A.
- New landscaping initiative - collaborating with Palatka Gardeners Club - creates a more inviting, attractive and comfortable environment - improved aesthetic boosts community pride - landscaping can create spaces for public art - See Exhibit B.
- Investigating the potential for adding ADA elevator

Programmatically, the vibrancy of the Business District will be improved as follows:

- Continued RCP partnerships with local businesses for after theater specials - e.g. Velchoff's Corner, Azalea Brewery,Cheyenne Saloon and others - See Exhibit K.
- RCP's participation in Ravine Gardens' children's theater production
- AAP & GAP participation in Mainstreet's Wine Strolls
- AAP's Participation in Downtown Events such as Boo on the Avenue & Christmas Parade
- AAP's promotion of county-wide ARTober Events
- AAP's creation of a weekend-long downtown event called Palatka's Art Adventure to include events such as: chalk art, children's hands-on art, color run and art installations from Railroad to Riverfront - See Exhibit L.
- Active participation with VisitPalatka.com, Passionate Putnam Partners, and the Chamber of Commerce

Tab 6

The following is provided in response to the RFP evaluation criteria regarding the applicant's preference for local entities.

FACTOR 18: Proposed plan or program to use local personnel, resources and businesses. Any plan or program to include pre-apprenticeship or apprenticeship opportunities for Palatka's youth is a plus.

Local Personnel:
For accessibility to the facility, the current plan is to use local volunteers to maintain open hours seven (7) days a week, excluding major holidays.

Monday through Thursday 10am - 6pm staffed by the AAP
Friday and Saturday 10am - 5pm staffed by GAP
Sunday 11am - 3pm staffed by GAP
Evening Theatre Performances staffed by RCP
Special Events staffed by the sponsoring organizations

Local Resources & Business Collaborations:
Our programs are made possible with **Local Sponsorships**: Cheyenne Saloon, East Palatka Fruit Market, Azalea Brewery, Douglas Law Firm, Dairy Queen, All Souls Unitarian Universalist Congregation, 1st Coast Recycling, Edward Jones Investing, Ralph's House of Flowers, Fyzical Therapy, Bellamy Plumbing, Lemon Street Market, Mariachiles, Taylor Douglas Realty, Brauneck Dentistry, Miss D's, Knot Kneaded, Kuruvilla Oncology, Palm Harbor Homes, St. Johns Super Service Center, Daniel Thompson Bridals, The Golden Pineapple, Marty's Trailer Depot, R.A. Perallon DMD, Riverside Wealth Advisors, Leo's Fine Sushi, Johnston Furnishings, Southern Air, Heart & Soul Food, North Star Charters, Capital City Bank, Haven Attic, Colee's Restaurant, Seminole Electric Co-op - See Exhibit K.

We proudly use **Local Suppliers:** Sunshine Trophy, Speakeasy Printing, Papa Ray's BBQ, PIP Printing, Pizza Boys, Bacon & Bubbles

Business & Organizational Collaborations: Velchoff's Corner, 1821 Hospitality, Palatka Arts League, Ravine Gardens/Friends of the Ravines, Garden Club of Palatka, First Presbyterian Church, St. Marks Episcopal Church, Florida School of the Arts - See Exhibit M.

Note Regarding Apprenticeship Opportunities:
All three collaborating organizations use local **adult volunteers** in all areas of programming.
RCP also utilizes **youth volunteers** in all areas of programming and support.
All three collaborating organizations **teach skills apprenticeship style to their volunteers**.
AAP utilizes **youth volunteers** in programming areas.
In the coming months the AAP will be utilizing the new **Volunteer Portal** created by the Passionate Putnam Partners to recruit and train additional volunteers and many of those will be teens seeking community service hours.

Tab 7

The following is provided in response to the RFP evaluation criteria regarding the applicant's commitment to transparency and accountability.

FACTOR 19: Commitment to reporting and accountability – the entity must submit an annual report outlining programming metrics and attendance, community impact and outreach, financial and operational performance, maintenance and facility use summary. The entity must provide the annual report to the City Commission in written and verbal format at a regularly scheduled public meeting for the benefit of the public. Provide examples of past reporting.

- See RCP Annual Report, Bylaws, Policies & Procedures, and Financial Policies - See Exhibit N.
- Digital copy of minutes to RCP monthly board meetings since February 2023 available upon request. Copies of minutes prior to February 2023 are available upon request but may not be digital. For example board minutes - See Exhibit O.
- Every RCP agenda contains the following statement which is read at each monthly board meeting: Conflict Check- Does any item on the agenda contemplate an action which could result in an actual or possible transaction or arrangement that might benefit the private interests of a trustee or might result in a possible excess benefit transaction?
- Current RCP Chair, Kevin Sharbaugh, has previously provided annual reports for other organizations. An example of an annual report for Putnam Blueways & Trails CSO - See Exhibit P.

Tab 8
Signature and Statement of Authority

This Response to the City of Palatka RFP 2025-01: Operation & Cultural Activation of the Larimer Arts Center, is submitted by Kevin Sharbaugh, Chair, Board of Trustees of River City Players (RCP), in conjunction with The Arts Alliance of Putnam (AAP) and The Gathering Artists of Putnam (GAP). Kevin Sharbaugh has the legal authority to enter into contractual relationships on behalf of RCP and he is authorized on behalf of the board of trustees of RCP, and the officers and managers of AAP and GAP, to represent that this collaborative proposal is a correct and accurate representation of the intentions of the proposing parties.

Kevin Sharbaugh
Chair, Board of Trustees
River City Players

State of Florida)
County of Putnam)
Sworn to and subscribed before me on this 16TH day of June 2025 by means of physical presence of KEVIN SHARBAUGH, as Chair, Board of Trustees, River City Players, who is personally known to me.

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
KYA KRISER
MY COMMISSION # HH 596955
EXPIRES: September 29, 2028

INDEX OF EXHIBITS

Exhibit A - Larimer with Banners and Larimer with Flags

Exhibit B - Larimer Landscaping Mockup

Exhibit C - Larimer Floor Plan of Activity Spaces

Exhibit D - RCP Benefit Performances and Scholarships

Exhibit E - RCP Financial Statement

Exhibit F - RCP & GAP Certificate of Insurance

Exhibit G - RCP Board Member Resumes

Exhibit H - GAP Board Member Resumes

Exhibit I - AAP Board Member Resumes

Exhibit J - AAP Letter of Recommendation

Exhibit K - RCP Recent Playbills with Advertisers and Sponsors

Exhibit L - AAP ARTober Calendar

Exhibit M - GAP Displays with downtown business partners

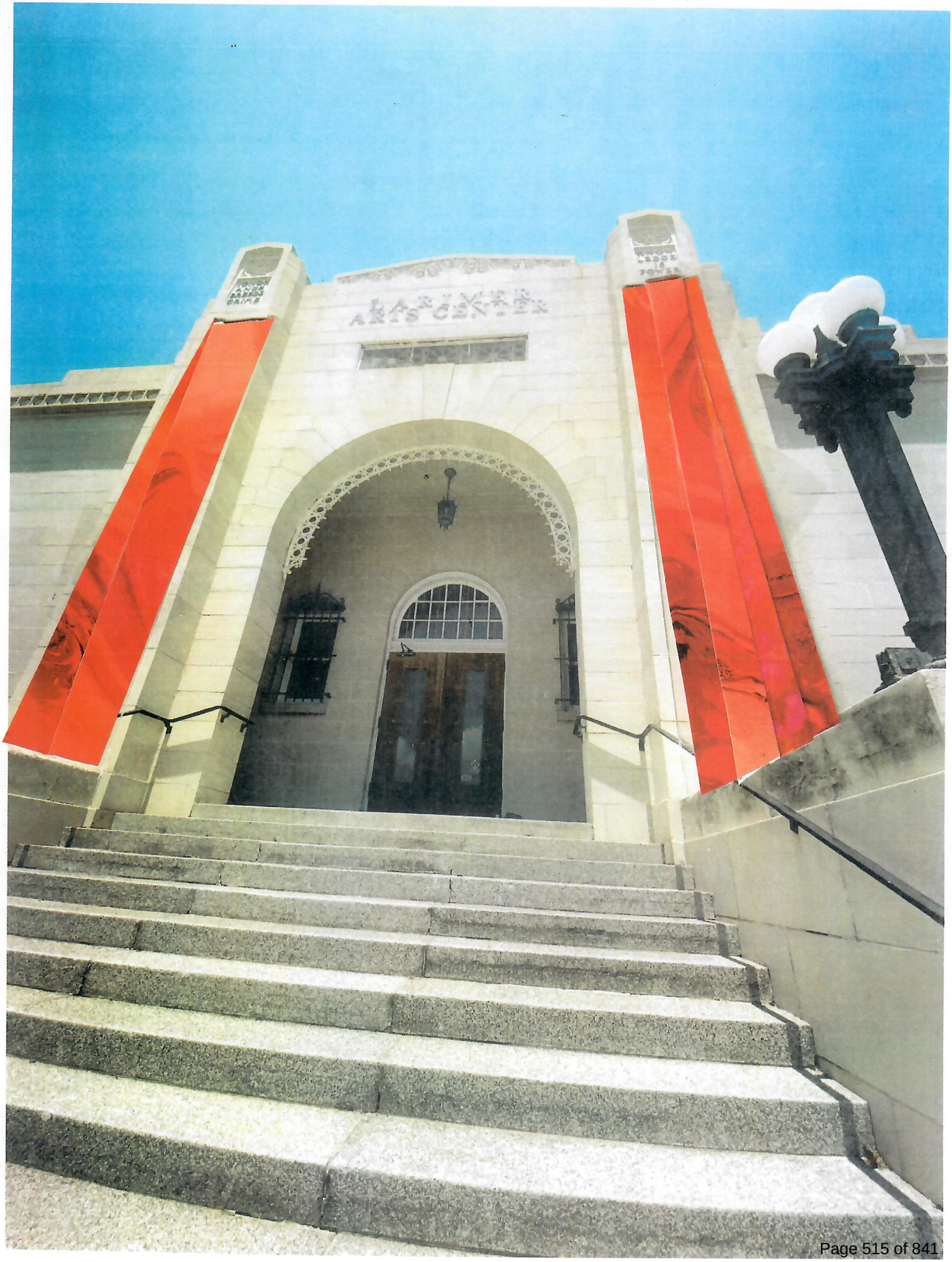
Exhibit N - RCP Annual Report, Bylaws, Policies & Procedures, Financial Policies

Exhibit O - RCP Board Meeting Minutes Example

Exhibit P - Example of Annual Report for Previous Organization

EXHIBIT “A”

Larimer with Banners and Larimer with Flags


LARIMER
ARTS CENTER


LARKIN
ARTS CENTER

EXHIBIT “B”

Larimer Landscaping Mockup

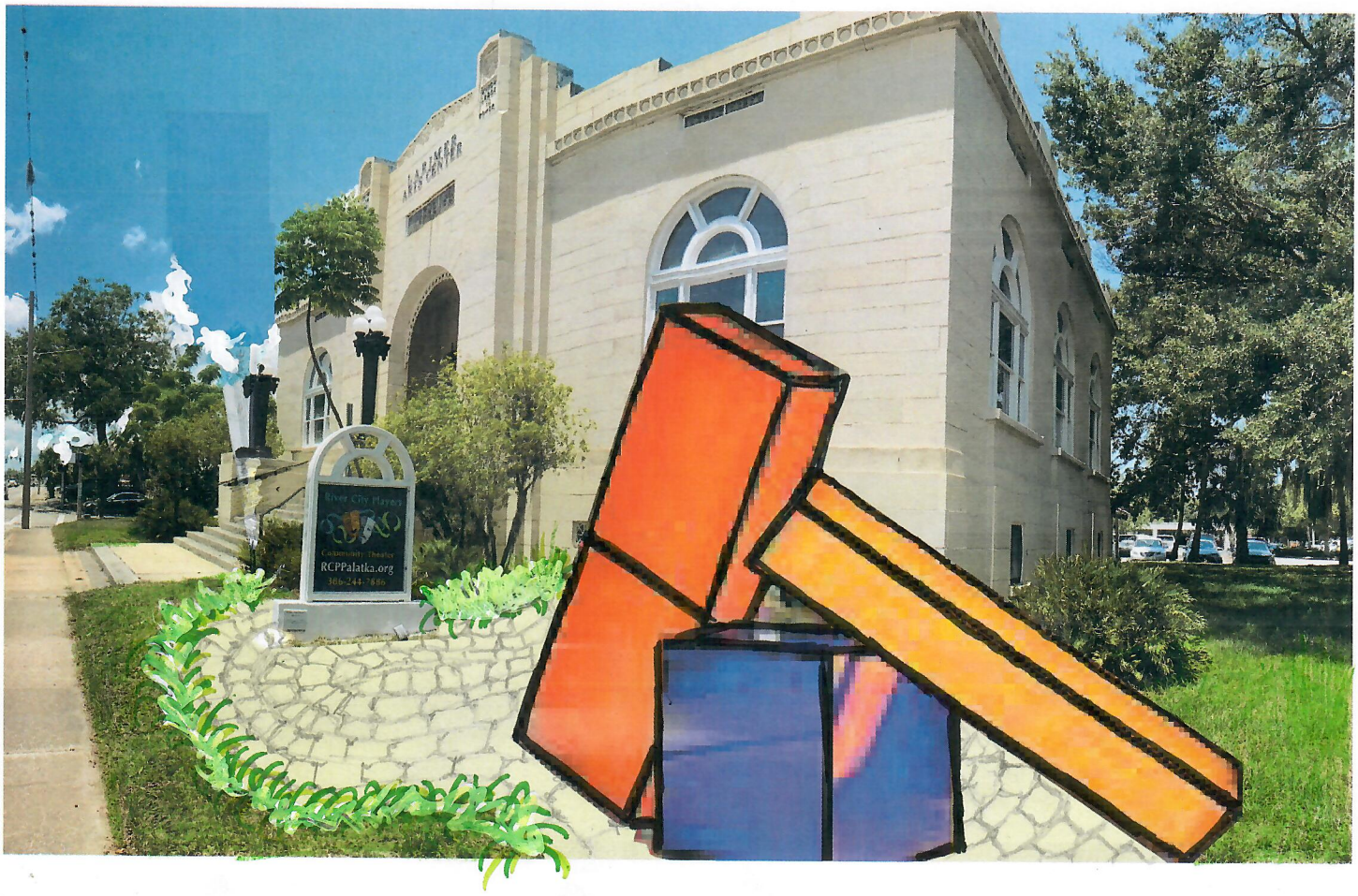
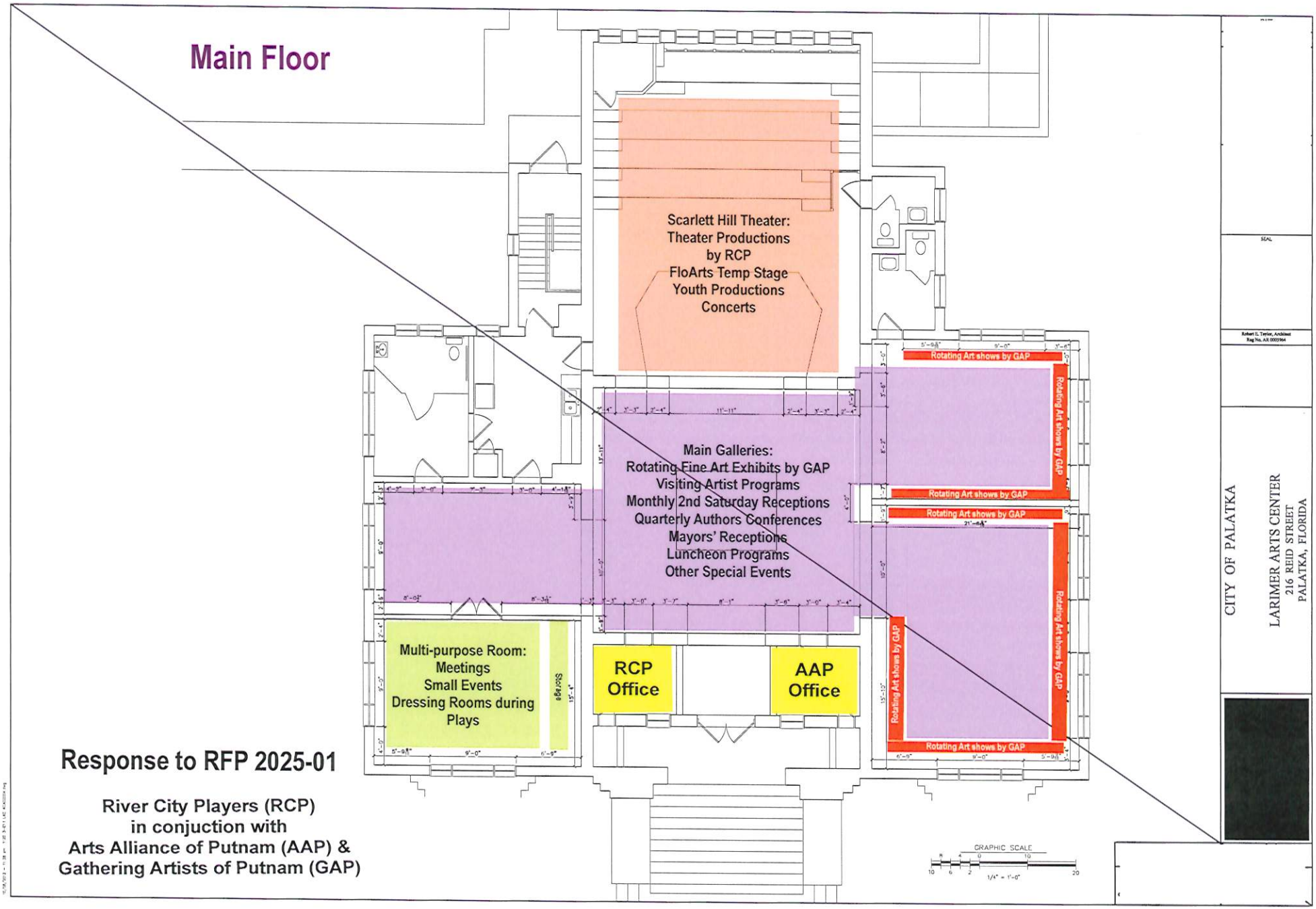

River City Players
Community Theater
RCPPalatka.org
386-244-7886

EXHIBIT “C”

Larimer Floor Plan of Activity Spaces


Main Floor
Scarlett Hill Theater:
Theater Productions
by RCP
FloArts Temp Stage
Youth Productions
Concerts
Main Galleries:
Rotating Fine Art Exhibits by GAP
Visiting Artist Programs
Monthly 2nd Saturday Receptions
Quarterly Authors Conferences
Mayors' Receptions
Luncheon Programs
Other Special Events
Multi-purpose Room:
Meetings
Small Events
Dressing Rooms during
Plays
Storage
RCP
Office
AAP
Office
Rotating Art shows by GAP
Rotating Art shows by GAP
Rotating Art shows by GAP
Rotating Art shows by GAP
Rotating Art shows by GAP
GRAPHIC SCALE
1/4" = 1'-0"
CITY OF PALATKA
LARIMER ARTS CENTER
216 REID STREET
PALATKA, FLORIDA
Response to RFP 2025-01
River City Players (RCP)
in conjuction with
Arts Alliance of Putnam (AAP) &
Gathering Artists of Putnam (GAP)

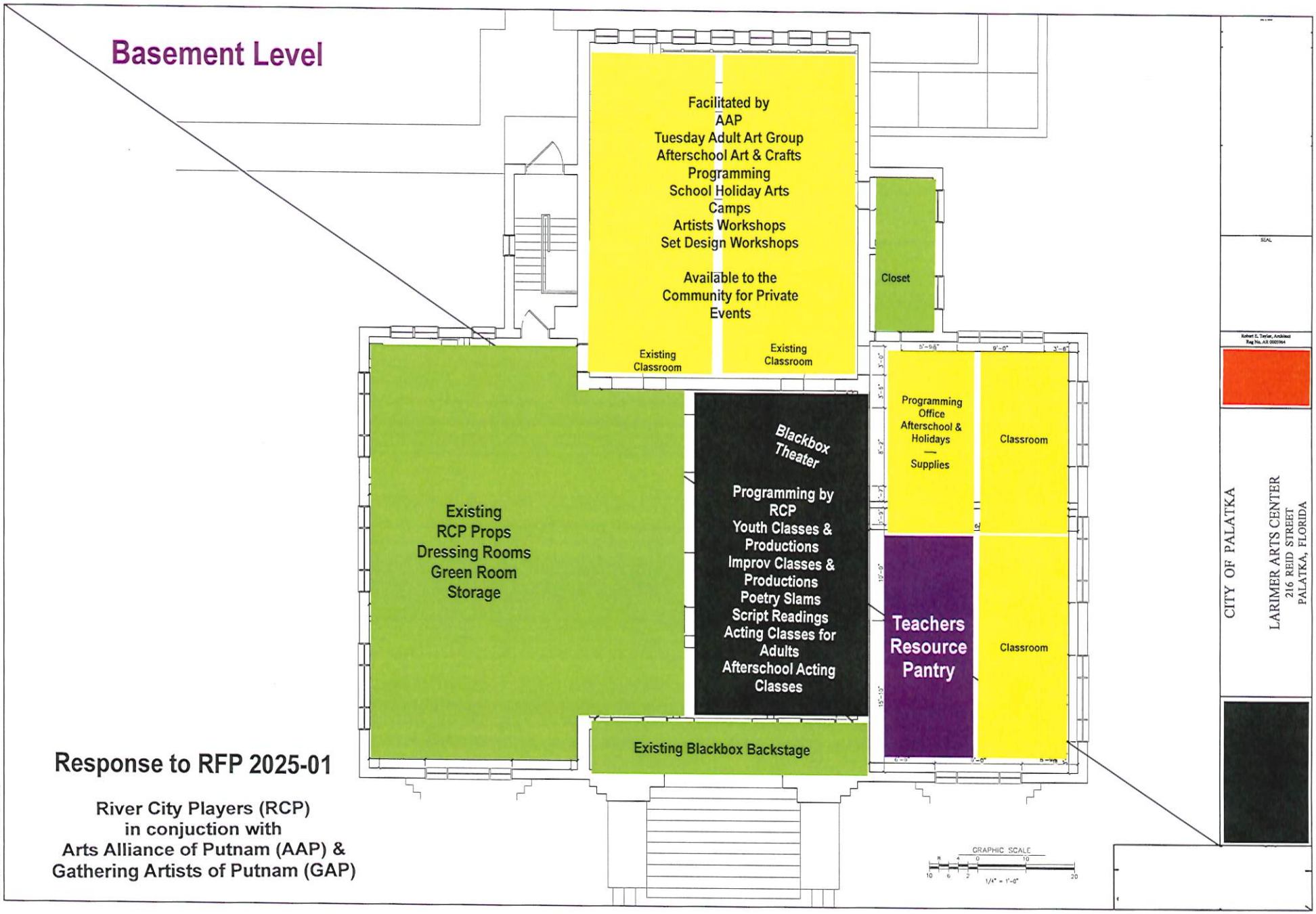

Basement Level
Facilitated by
AAP
Tuesday Adult Art Group
Afterschool Art & Crafts
Programming
School Holiday Arts
Camps
Artists Workshops
Set Design Workshops
Available to the
Community for Private
Events
Existing
Classroom
Existing
Classroom
Closet
Existing
RCP Props
Dressing Rooms
Green Room
Storage
Blackbox
Theater
Programming by
RCP
Youth Classes &
Productions
Improv Classes &
Productions
Poetry Slams
Script Readings
Acting Classes for
Adults
Afterschool Acting
Classes
Programming
Office
Afterschool &
Holidays
—
Supplies
Classroom
Teachers
Resource
Pantry
Classroom
Existing Blackbox Backstage
Response to RFP 2025-01
River City Players (RCP)
in conjuction with
Arts Alliance of Putnam (AAP) &
Gathering Artists of Putnam (GAP)
GRAPHIC SCALE
1/4" = 1'-0"
CITY OF PALATKA
LARIMER ARTS CENTER
216 REID STREET
PALATKA, FLORIDA

EXHIBIT “D”

RCP Benefit Performances and Scholarships

Benefit Performance Charity Check Presentations






DATE August 7th 2024
PAY TO THE ORDER OF Baby Brain Builders
$ 1400-00
One Thousand Four Hundred Dollars Only
DOLLARS
FOR Benefit Performance


Rodeheaver
Boys Ranch
Spiritual,
386-32
Visit RBR.Org for
facebook.com/Rodehe


FLORIDA
GUARDIAN
O LITEM
OFFICE
Abused,
d Neglected
Court and
nity.
adlitem.org
PAY TO THE ORDER OF Guardian Ad Litem
$1,400
One Thousand Four Hundred


RCP
DATE May 20th 2025
PAY TO THE ORDER OF ARC of Putnam.
$1650-00
One Thousand Six Hundred and Fifty
DOLLARS
FOR FLAMING IDIOTS BENEFIT
The Arc
of Putnam County

Annual Scholarship Check Presentations





EXHIBIT “E”

RCP Financial Statement

RIVER CITY REPERTORY COMPANY INC

Statement of Financial Position

As of January 20, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Annuity ATH7	53,639.96
Annuity NW5	53,860.27
BUSINESS CHECKING (8596) - 1	46,647.63
BUSINESS MONEY MARKET (4228) - 1	44,277.28
Dunham 3942001	49,683.62
Total Bank Accounts	**$248,108.76**
Accounts Receivable	
Accounts Receivable (A/R)	400.00
Total Accounts Receivable	**$400.00**
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	**$0.00**
Total Current Assets	**$248,508.76**
TOTAL ASSETS	**$248,508.76**
LIABILITIES AND EQUITY	
Total Liabilities	
Equity	
Opening Balance Equity	217,158.96
Owner's Pay & Personal Expenses	-807.00
Retained Earnings	27,333.14
Net Revenue	4,823.66
Total Equity	**$248,508.76**
TOTAL LIABILITIES AND EQUITY	**$248,508.76**

EXHIBIT “F”

RCP & GAP Certificate of Insurance

BATES HEWETT & FLOYD
RISK & INSURANCE

12/2/2024

River City Repertory Co Inc
P.O. Box 2752
Palatka FL 32178-2752

Dear River City Repertory Co Inc ,

Thank you for allowing Bates Hewett & Floyd Insurance Agency the opportunity to renew your Package policy.

Enclosed is your copy of the Package renewal policy. We ask that you please take time to examine the policy carefully to make sure the limits of coverage meet your needs and that no items have been omitted. Please review your policy and especially note the schedule of property covered, list of vehicles and/or equipment, the exclusions, deductibles and the limits of coverage, etc. If there are any portions of your policy that you do not understand or any items missing, please call us immediately for corrections and acceptance.

If we do not hear from you in writing, then we are assuming everything is correct and meets with your approval and acceptance.

As a reminder, Bates Hewett & Floyd Insurance Agency handles a full line of property, auto and liability, life and health insurance for both individual and business. A no obligation proposal is as close as a phone call away.

Again, thank you for your business. We appreciate you!

Sincerely,

Khrystal Weaver

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

59242 (6-00)

Florida

POLICYHOLDER INFORMATION AND ASSISTANCE

We are here to serve you and as our policyholder your satisfaction is very important to us. Should you have any questions or a complaint regarding your policy that cannot be resolved by your agent, you may contact our Tallahassee Regional Office for information and assistance by calling 850-216-3180.

Auto-Owners Insurance Company
Owners Insurance Company
Southern-Owners Insurance Company

Southern-Owners

Issued 10-07-2024

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY BATES & HEWETT INC
12-0493-00 MKT TERR 123 386-328-1100

Renewal Effective 01-01-2025

POLICY NUMBER 034622-78626971-25

Company Use 78-46-FL-0301

INSURED RIVER CITY REPERTORY CO
DBA THE RIVER CITY PLAYERS

ADDRESS PO BOX 2752

PALATKA FL 32178-2752

Company Bill

Policy Term
12:01 a.m. 01-01-2025 to 12:01 a.m. 01-01-2026

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Theatrical Company

Entity: Corporation

Program: Special

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE	$294.00
MINIMUM PREMIUM ADJUSTMENT (GL)	$144.00
COMMERCIAL INLAND MARINE COVERAGE	$166.00
SURTAX	$0.43
FLORIDA EMERGENCY TRUST FUND SURCHARGE	$4.00
EMERGENCY FLORIDA INSURANCE GUARANTY ASSOCIATION ASSESSMENT	$4.60
TOTAL	**$613.03**
PAID IN FULL DISCOUNT	**$5.45**
TOTAL POLICY PREMIUM IF PAID IN FULL	**$607.58**

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.
The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Premium shown above for commercial general liability coverage is an advanced premium deposit and may be subject to audit.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):
IL0017 (11-85) 55156 (07-12)

A merit rating plan factor of 0.95 applies.

Countersigned By: BATES & HEWETT INC

Southern-Owners Ins. Co.

Issued 10-07-2024

AGENCY BATES & HEWETT INC
12-0493-00 MKT TERR 123

Company Bill

POLICY NUMBER 034622-78626971-25
78-46-FL-0301

INSURED RIVER CITY REPERTORY CO

Term 01-01-2025 to 01-01-2026

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate	$1,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	$1,000,000
Personal And Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You	$300,000 Any One Premises
(Fire, Lightning, Explosion, Smoke or Water Damage)	
Medical Payments	$10,000 Any One Person
Limited Hired Auto & Non-Owned Auto	$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Annual Audit

Forms that apply to this coverage:

59350 (01-15)	IL0017 (11-85)	55146 (06-04)	CG0220 (03-12)	IL0021 (07-02)
55881 (12-17)	CG2106 (05-14)	59325 (12-19)	CG0001 (04-13)	55513 (05-17)
55719 (05-17)	CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)	CG2132 (05-09)
CG2147 (12-07)	55885 (05-17)	65034 (06-22)		

Southern-Owners Ins. Co. Issued 10-07-2024

AGENCY BATES & HEWETT INC Company Bill **POLICY NUMBER 034622-78626971-25**
12-0493-00 MKT TERR 123 78-46-FL-0301

INSURED RIVER CITY REPERTORY CO Term 01-01-2025 to 01-01-2026

LOCATION 0001 - BUILDING 0001

Location: 216 Reid St, Palatka, FL 32177

Territory: 006 **County:** Putnam

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.4% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Each 1 Included	Included
Theatrical Companies - Traveling	99718	Prem/Op	Payroll $76,000	Each 1000 3.479	$264.00
		Prod/Comp Op	$76,000	.358	$27.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350	$3.00
LOCATION 0001	**$294.00**

16198 (07-87)

COMMERCIAL INLAND MARINE COVERAGE

COINSURANCE CONTRACT - The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the insured.

COVERAGES PROVIDED

Insurance applies to covered property for which a limit of insurance is shown.

Forms that apply to Inland Marine:

16079 (04-16) 16080 (08-86) 59350 (01-15) 16566 (12-14) 55081 (05-18)
16757 (12-17) 59325 (12-19) 16859 (07-19)

LOCATION 0001 - BUILDING 0001

Location: 216 Reid St, Palatka, FL 32177

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
OTHER					
8520 Miscellaneous Property		$500	$5,000	3.276	$164.00
TOTAL FOR THIS COVERAGE:					$164.00

COMMERCIAL INLAND MARINE COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350	$2.00
LOCATION 0001	**$166.00**

A single deductible applies per claim. If more than one item is involved in a claim, the single highest applicable deductible amount is used.

16079 (4-16)

COINSURANCE CONTRACT

MISCELLANEOUS PROPERTY FLOATER

COVERAGE

PROPERTY COVERED

We cover the property described which is:

1. owned by you; or
2. owned by others in your care, custody or control.

Description of Property	Amount of Insurance
SOUND EQUIPMENT AND LIGHTS	$ 5,000
	$
	$
	$

DEDUCTIBLE

From the amount of each adjusted claim, we will deduct the amount stated below or in the Declarations:

Amount of Deductible $ _____.

The deductible shall not apply to loss or damage from these perils: fire; lightning; explosion; windstorm; cyclone; tornado or hail; riot, riot attending a strike or civil commotion; aircraft; smoke; earthquake; collapse of bridges or culverts; collision, derailment or overturn of the vehicle on which the property insured is being transported; stranding, sinking, burning or collision of water vessels.

PERILS WE INSURE AGAINST

We cover risk of direct physical loss or damage, not excluded in this form, to the property covered.

EXCLUSIONS

We do not cover under this form loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:

1. Seizure or destruction of property by order of governmental authority. But we will pay for such acts of destruction taken at the time of a fire to prevent its spread if the fire would be covered under this form.

2. Nuclear action meaning nuclear reaction, radiation, radioactive contamination, discharge of a nuclear weapon, however caused and whether controlled or uncontrolled, or any consequence of any of these. We will cover direct loss resulting from fire if caused by any of these, if fire is covered elsewhere in this form.

3. War (declared or undeclared), civil war, insurrection, rebellion or revolution.

4. Wear and tear; inherent vice; hidden or latent defect; gradual deterioration; mechanical breakdown; insects, vermin, rodents; depreciation; or by processing or any work on the property. We will cover direct loss from fire or explosion which is caused by any of these.

5. Corrosion, rusting, dampness of atmosphere, or extremes of temperature.

6. Misappropriation, secretion, conversion, infidelity or any dishonest act by you or others or the employees or agents of either to whom the covered property may be entrusted. This exclusion does not apply to carriers for hire.

7. Artificially generated electrical currents to electrical apparatus. We will cover loss or damage caused directly by ensuing fire or explosion.

8. Any process of refinishing, renovating or repairing.

9. Fouling or explosion of firearms.

10. Breakage, marring, scratching, tearing or denting, unless caused by: fire or lightning; aircraft; theft and/or attempted theft; cyclone, tornado or windstorm; earthquake; flood; explosion; malicious damage or collision, derailment or overturn of a transporting conveyance.

11. Theft of the money or merchandise of vending machines.

ADDITIONAL CONDITIONS

1. Coinsurance Clause

   We will pay no more than the amount of loss or damage multiplied by the ratio of the amount of insurance on the property covered to its actual cash value at the time of loss.

2. Territory

   This policy applies only within the continental United States and Canada.

16859 (7-19)

ACTUAL CASH VALUE AND DEPRECIATION

Commercial Inland Marine

It is agreed:

Wherever it appears in this policy and any endorsement attached to this policy:

1. Actual cash value means the cost to repair or replace lost or damaged property with property of similar quality and features reduced by the amount of depreciation applicable to the lost or damaged property immediately prior to the loss.
2. Depreciation means a decrease in value because of age, wear, obsolescence or market value and includes:
   a. The cost of materials, labor and services;
   b. Any applicable taxes; and
   c. Profit and overhead

   necessary to repair, replace or rebuild lost or damaged property.

The meaning of actual cash value and depreciation in this endorsement supersedes any provision in this policy and any endorsement attached to this policy to the contrary.

All other policy terms and conditions apply.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:

   a. the Secretary of Homeland Security; and
   b. the Attorney General of the United States

   to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:

   a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed $5 million; and

   b. **(1)** if the act of terrorism is:

      a) a violent act; or

      b) an act that is dangerous to human life, property or infrastructure; and

   (2) if the act is committed:

      a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or

      b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed $100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds $100 billion. In the event that aggregate insured losses exceed $100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

RENEWAL DECLARATIONS (CONTINUED)

Businessowners Policy for GATHERING ARTISTS OF PUTNAM
Policy Number 98-EH-N590-7

ST-0318-0001

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	$10,000
Off Premises	$5,000
Arson Reward	$5,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	$2,500
Fire Extinguisher Systems Recharge Expense	$5,000
Forgery Or Alteration	$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	$2,000
Money And Securities (On Premises)	$5,000
Money Orders And Counterfeit Money	$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	$250,000

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RENEWAL DECLARATIONS (CONTINUED)

Businessowners Policy for GATHERING ARTISTS OF PUTNAM
Policy Number 98-EH-N590-7

Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	$2,500
Personal Property Off Premises	$15,000
Pollutant Clean Up And Removal	$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	$2,500
Signs	$2,500
Valuable Papers And Records On Premises Off Premises	 $10,000 $5,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	$1,000,000

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RENEWAL DECLARATIONS (CONTINUED)

Businessowners Policy for GATHERING ARTISTS OF PUTNAM
Policy Number 98-EH-N590-7

Coverage M - Medical Expenses (Any One Person)	$5,000
Damage To Premises Rented To You	$300,000

AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	$2,000,000
General Aggregate	$2,000,000

ST-0418-0001

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4259.4	*Amendatory Endorsement
CMP-4561.5	*Policy Endorsement
CMP-4532	*Exclusion Cyber Incident
FE-6999.3	*Terrorism Insurance Cov Notice
FE-1401	*Exclusion Cyber Incident
FE-3650	Actual Cash Value Endorsement
CMP-4522.1	Loss of Income & Extra Expense
CMP-4709	Money and Securities
CMP-4874	FL Cat Ground Cover Collapse
FD-6007	Inland Marine Attach Dec

* New Form Attached

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RENEWAL DECLARATIONS (CONTINUED)

Businessowners Policy for GATHERING ARTISTS OF PUTNAM
Policy Number 98-EH-N590-7

This policy is issued by the State Farm Florida Insurance Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Florida Insurance Company has caused this policy to be signed by its President and Secre at Bloomington, Illinois.

Michelle Mancias
Secretary

Stephen Watts
President

NOTICE TO POLICYHOLDER:
For a comprehensive description of coverages and forms, please refer to your policy.
Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.
Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.
If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.
Please keep this with your policy.

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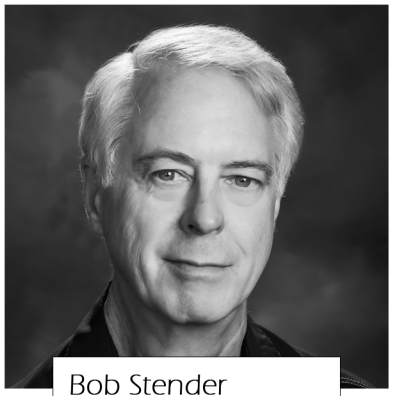
EXHIBIT “G”

RCP Board Member Resumes

River City Players
Board of Trustees



Kevin Sharbaugh
chair



Bob Stender
treasurer



Kay Hope
secretary



Debbie Brauneck
trustee



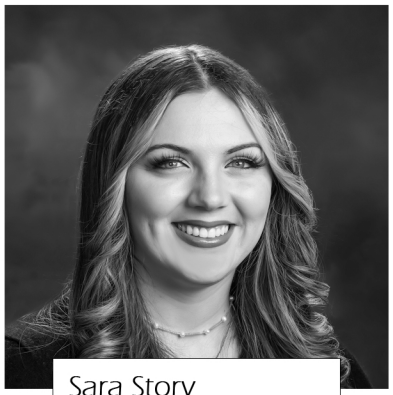
Terri Castelli
trustee



Brenda Fletcher
trustee



Don DeLong
trustee



Sara Story
trustee



Courtney Johnson
trustee

Resume
Richard Kevin Sharbaugh

Office: Douglas Law Firm
117 N. 2nd Street
Palatka, Florida 32177
386-530-2955

Home: 114 Riverview Drive
East Palatka, FL 32131
904-501-8487

Florida Bar No.: 86240

Date: 17 April 2024

PERSONAL OVERVIEW

I was born in Louisiana in 1967 and, as the son of a Baptist pastor, grew up in Louisiana, Kentucky, Arkansas, and Colorado before graduating high school in Jacksonville, Florida. After graduation, I trained and served as a nuclear machinist mate on a fast attack submarine during a six year enlistment in the US Navy. Following my military service, I returned to the Jacksonville area before signing on as crew with the square-rigged tall ship Bounty, originally built for the filming of the Marlon Brando movie, Mutiny of the Bounty.

Eventually I moved back to St. Augustine where I taught sailing and crewed commercial boat deliveries before moving to Putnam County, Florida in 2002. I decided to take a biology course at the local community college to augment the training received through the local Master Gardener program. Enrolling for that biology course led to seven years of schooling at St. Johns River Community College, the University of Florida, and the University of Florida's Levin College of Law.

Upon graduation and admission to the Florida Bar I became an associate at Keyser & Woodward, P.A., which became Keyser & Sharbaugh, P.A., in Interlachen, Florida. In April of 2022 I joined the Douglas Law Firm where I currently practice in the following focus areas: Estate Planning, Probate, Guardianship, Adoption, Small Business Formation and Contracts.

General nature of current law practice:

- General law practice in the areas of probate, estate planning, real property, contracts, civil litigation, etc.
- Serve as general counsel for Putnam County Tax Collector.
- Served as counsel for a previous Putnam County Superintendent of Schools.
- Private clients are mostly rural, working-class people with moderate means seeking help for a variety of legal services.

EDUCATION:

University of Florida Levin College of Law, Gainesville, Florida
Fall 2007 – Spring 2010
Juris Doctor May 2010
GPA: 3.66 Standing: Top 10%

Honors

- *Magna Cum Laude*
- Order of the Coif
- Book Awards (top of class):
  - International & Comparative Environmental Law
  - International Environmental Justice
  - Land Use Planning
  - Conservation Clinic
  - Marine & Coastal Law
  - Agricultural Law & Policy
  - Trial Practice
- Scholarships:
  - Darrey A. Davis Memorial Scholarship
  - Otto Stanfield Memorial Scholarship

Additional Certifications

- Environmental and Land Use Law

Externship

- Innocence Project of Florida, Fall 2008

Projects

- Project developed for UF Law Center for Governmental Responsibility: Conceived and designed a computer based planning tool for evaluation of Florida's Maritime Infrastructure
- Publication: *Take me to the Water: Florida's Shrinking Public Access to the Waterfront and the Steps to Preserve it.* Sea Grant Law and Policy Journal, Vol. 4, No. 1 (Summer 2011)

University of Florida, Gainesville, Florida
Fall 2005 – Spring 2007
Bachelor of Arts in Political Science, Spring 2007
GPA: 4.0
Minor: Anthropology
Honors

- *Cum Laude*

St. Johns River Community College, Palatka, Florida
Fall 2003 - Spring 2005
Associate in Arts Degree, April 2005
GPA: 4.0
Honors

- *Summa Cum Laude*
- Reynolds Scholarship Award and publication of submission to the literary anthology of Phi Theta Kappa International Honor Society, *Nota Bene, 2005*
- Multiple submissions published in the annual St. Johns River Community College annual literary journal, *Kairos, 2005*

Organizations and extracurricular activities engaged in during higher education.

University of Florida Levin College of Law, 2007 – 2010

- Honor Committee
- Trial Team
- Journal of Law and Public Policy- Executive Articles Editor; Bylaws Chair

St. Johns River Community College, 2004 -2005

- Phi Theta Kappa International Honor Society- Vice President

EMPLOYMENT HISTORY:

Associate – Douglas Law Firm, April 2022 to present

Partner - Keyser & Sharbaugh, P.A., December 2015 to April 2022

501 Atlantic Ave, Interlachen, FL 32148, 386-684-4673

Associate - Keyser & Woodward, P.A., August 2010 to December 2015

501 Atlantic Ave, Interlachen, FL 32148, 386-684-4673

Intern in City Management, City of Palm Coast, Summer 2006

Palm Coast, FL

- Research into code development for recently incorporated municipality.
- Developed and administered survey instruments to obtain information from other entities regarding options under consideration for various projects.

- Coordinated data compilation and presentation for citizens' working committees.

Professor's Assistant, Contemporary Ethics, SJRCC, Palatka, FL, September 2004 – April 2005

Professor Jorge Milanes (retired)

- Helped coordinate and run a mock court learning format for the Ethics course.
- Advised students on strategy, case development and presentation.

Instructional Design and Quality Assurance, Point & Click, Inc., 2000 – 2005

Company owner Gaye Esperson, 114 Riverview Dr., East Palatka, FL 32131, 904-540-0421

- Designed, created and implemented multi-media computer programs for training and testing CSX railroad personnel on railroad signal systems.
- Designed, created and implemented a multi-media computer program for training CSX railroad personnel on a new train control safety device.
- Tested a variety of multi-media training and testing programs for CSX.

Commercial Boat Delivery Crew, Bayfront Marine, Inc., 1999 – 2004

Company owner Mel Longo, 620 21st St, St. Augustine, FL 32084, 904-824-8970

- Delivered a variety of commercial vessels (tugs, ferries, casino boats, fishing boats, etc.), domestically and internationally.
- Previously held 100-ton Captain License and 4000-Hp Designated Duty Engineer License.

Sailing Instructor/Charter Captain, St. Augustine Sailing, Inc., 1999 – 2004

The company was owned by Jim Royce and was subsequently sold. 3076 Harbor Drive, St. Augustine, FL 32084. 904-829-0648

- Taught two and three day courses in sailing and boat handling to groups of up to four students on 30-ft sailboats.
- Charter Captain for day excursions.

Crew, Tall Ship Bounty, June 1997 – November 1998

The ship was homeported out of Fall River, MA. The ship sank on 29 October 2012 during Hurricane Sandy and Captain Robin Walbridge was lost at sea.

- Obtained position of Second Mate and Chief Navigator.
- Taught square-rigged ship sailing to passengers and crew. Gave ship tours while in various ports along the eastern seaboard and Great Lakes.
- Taught celestial navigation

Hollywood Magic Circus & Piccadilly Circus, Fall 1995 – Spring 1996

- Two tours driving show trucks, set up/ tear down of equipment.
- Character work; assisted in various acts; microphone work.

Nuclear Machinist Mate, Submarines, United States Navy, July 1985 – July 1991

- Obtained position of Second Class Petty Officer. Honorably discharged.
- Medals: Good Conduct; Humanitarian Service; National Defense Service

PROFESSIONAL ACCOMPLISHMENTS AND OTHER ACTIVITIES

Bar associations, legal, and judicial-related committees of which I am or have been a member

- Putnam County Bar Association: 2010 to present
- St. Augustine Inns of Court: joined January 2018; Secretary from May 2019 to 2023, Vice President from 2023 to present

Professional, business, fraternal, scholarly, civic, charitable, or other organizations, other than those listed in the previous question to which I belong, or to which I have belonged since graduating law school.

- Putnam County Environmental Council
- All Souls Unitarian Universalist Congregation, March 2005 – Present
  - Founding member - March 2005
  - Trustee - March 2005 - January 2013
  - Chair of the Board - January 2011 - January 2013
  - Secretary - January 2008 - January 2010
  - Nominating Committee - January 2013 - present
  - Member of Worship Committee
- Race Issues Study Circles of Putnam County
  - Founding Member - 2006
  - Trustee - July 2018 - present
- Putnam Blueways & Trails, Inc.
  - Founding member - March 2011
  - Trustee - March 2011 - present
  - Secretary - March 2011 - January 2014
  - Chair of Board - January 2014 - January 2016
- River City Players (Community Theater)
  - Director and Actor in numerous shows
  - Chair of Board – April 2023 to present

Pro bono legal work.

- UF Law Trial Team Tryouts- I was a member of the Trial Team and graduated in 2010. I participate as a judge in the annual Fall tryouts for new members.

- St John's Academy Mock Trial at St Johns County Courthouse- 3/15/16; 2017, 2018, 4/9/19- I have participated as a scoring judge providing feedback to the young participants in their annual mock trial.
- Trial Presentation to Hartley Elementary School, "State v. Bart Simpson" 3/15/2018
- Palatka High School Mock Trial Class, "State of Florida v. Jesse Davis"- 2015-2016- At the request of a local circuit judge, attorney Michael Hines and I put together a proposed trial team course for the Palatka High School. Shortly after the start of the program, attorney Hines was unable to continue. Local public defender, Sarah Morris, came in as my co-facilitator and we provided twenty-six one-hour, once per week classes that culminated in a three-hour mock trial presided over by Judge Patti Christensen at the Putnam County Courthouse.

Hobbies and other vocational interests.

- Recreational Blue Crabbing in the St. Johns River
- Beekeeping
- Cooking
- Kayaking
- Bicycling
- Sailing

SUPPLEMENTAL INFORMATION

- Competency with technology used for remote filings and hearings.
- Beta user and feedback assistance for E-Portal filing in Putnam County. https://www.floridabar.org/the-florida-bar-news/after-10-years-e-filing-transforms-courts-law-practices/

Robert Stender

131 S Oakland Ave
San Mateo, FL 32187

386 227 6021
954 610 0079

bob@boblinux.com

SUMMARY

Information Technology Systems Specialist with over 40 years of experience with programming / database administration / systems administration / software creation / hardware and software support / Project management.

EXPERIENCE

IT Director, Putnam County IT - BOCC
Palatka, FL – 2016-2021

Leading team of 20 employees, supporting all IT operations in the county.

Group Manager / GIS Manager, Putnam County IT - BOCC
Palatka, FL — 2004-2016

Manage day to day database, software and GIS needs for Putnam County Board of County Commissioners and other County Elected Officials. Develop web applications, perform database maintenance, define project objectives for direct report personnel.

Accomplishments

- Upgrade and transform the GIS processes to include parcel fabric polygon maintenance.
- Convert in house CAMA software to commercial CAMA system.
- Converted in house Tax Software data to commercial Tax System.
- Implemented Content Management System for BOCC and elected officials websites.
- Maintain home grown software systems.
- Support and maintain MySql, MS SQL, Informix database systems.

Contract Programmer, Vistakon Vision Care
Jacksonville, FL — 2001-2004

As a primary developer of their first generation lot tracking system, I was brought in to maintain the lot tracking system during the final production runs on the first generation production lines.

Accomplishments

- Provided on-site support and maintenance for Informix RDBMS.
- Maintained Informix 4GL programs.
- Maintain C based programs that controlled the data flow through the production system.
- Maintain TTY based wireless data collection devices.

Programmer Analyst, Kaba Benzing America (formally Applied Automation)
Miami, FL — 1993 - 2001

Developed custom tracking solutions for several processes. Utilized Informix RDBMS on Unix based servers to provide niche solutions in production facilities. These systems included production data tracking, timekeeping, warehouse inventory systems.

Accomplishments

- Co developer of J & J Vistakon lot tracking system
- Develop and maintain Informix 4GL programs.

- Develop and maintain C programs and libraries.
- Develop and maintain software for wireless data collection devices.

Programmer Analyst, CAP Industries
Hallandale, FL -- 1990 - 1993

Developed route accounting system for delivery of snacks, soda, liquor. Based on batch handheld terminals.

Accomplishments

- Developed complete system in C on DOS based terminal
- System maintained truck inventory, printed delivery receipts
- Daily upload of start of day, end of day data

Computer Technician, Harris Computer Systems
Ft. Lauderdale, FL -- 1978 - 1986

Troubleshoot and repair computer circuit boards. Design computer circuit boards.

Accomplishments

- utilize oscilloscope, VOM, visual inspection to locate defective components
- desolder defective components, resolder new components
- fully test via diagnostic program competed circuit board
- design electrostatic plotter controller
- design X.25 communication controller
- design computer system monitor

EDUCATION

SUNY Oneonta
Bachelor of Science Business Economics and Computer Science — 1990

SKILLS

- Proficient C programmer and any language based on C. These include C++, C#, Java, PHP
- Strong Linux system administration knowledge. Bash scripting, user administration, printer definition maintenance. Performance tuning.
- Extensive database experience including MySql, MS SQL, Informix.
- Project management experience.

REFERENCES

Available upon request.

My name is Kay Hope and I am the current secretary of River City Players. How I became secretary way back at the beginning of 2017 remains a blur but somehow I think it had to do with attending plays and being told by the then President, Elizabeth van Rensburg, that I would 'become assimilated' My reply was “I doubt that will ever happen” and the rest is history.

I am 62 years old and I hail from the Northern hemisphere (England to be exact). I transferred here temporarily in 2004 and permanently in 2014. After finding myself left to my own devices in 2015 following marital separation, I became involved with River City Players community theatre. After attending a few plays, I somehow found myself 'invited' to join the board and a little later, appointed as secretary - which then evolved into helping with the refreshments during busy times, doing a little bit of needlework with costumes and being in charge of the 50/50 raffle.

In 2019 a few ladies involved with RCP tried to cajole me into joining the Woman's Club of Palatka. Yet again I refused, but apparently, my resistance was futile and I signed my name on the dotted line. A few weeks later I found myself duly appointed as secretary with that organization too!

During my time with RCP, I have always carried out secretarial duties,, but after the sudden passing of our regular 'refreshments' caretaker Nature Bird nearly four years ago, I decided that was where I would like to volunteer during productions and that particular duty is perfect for me.

Along with those two mainstays, I have had a brief stint at the position of President which ended with a reorganization of the Trustees, created play programs, liaised with advertising contacts, assisted with the distribution of posters, assisted with patrons calling the box office, and taken care of the shopping, cashing up, and banking of the takings for the refreshments. It is always fun stepping out on the stage too, but only to draw the winning 50/50 ticket! I am also a member of the RCP Finance Committee and a registered signatory on the RCP bank accounts.

River City Players is like 'home' to me with friends dropping in every three months to sit in the living room and watch a live production.

Nine years has passed very quickly, but despite the ups and downs, surviving Covid and rising again like a phoenix, River City Players has always been a focal point of the community and I am proud to be a part of it all.

Debbie Brauneck
debbrauneck@me.com
386-546-1878

Over 45 years of service with civic organizations and programs dedicated to the cultural enrichment betterment of the quality of life for the members of our community.

General Federation of Women's Clubs – Green Cove Springs & Palatka 1976 – present

- Served as President in Green Cove Springs chapter.
- Founded the Christmas Parade for children in cooperation with local business entities, providing a Santa experience in a predominately rural community.
- Chaired the annual Christmas Gift Wrap fundraising project (28 years).
- Served as liaison between the Palatka Women's Club and Palatka High School "Junioretts" program.
- Organized civic activities to include dances, fairs, and fundraising parties.
- Elected to serve in officer roles by the membership for over 40 years.

River City Repertory Company, a/k/a River City Players, Palatka, FL 1988 - present

- Founding Member and Board Member.
- Served as President and Treasurer for several years.
- Procured temporary practice and performance venues before finding a permanent home for the theater company.
- Facilitated the movement of the company to its current home at the Larimer Arts Center
- Instrumental in naming of the Scarlett-Hill theater to honor two founders that spent tireless hours and days getting the organization started from the found floor and facilitated the move to the historic building.
- Initiated change of name from River City Repertory Company to River City Players to reflect a more inclusive identity.
- Continue to serve in many functions to include acting, set production, directing, and procurement of props.

Theresa "Terri" Castelli

Address: 212 Pioneer Trail, Bostwick, Florida 32043

Cell Phone: 904-669-6590

Personal Email: theresa.castelli.64@gmail.com

I am a student at Florida School of the Arts and recently completed my degree in Acting with a 4.0 GPA.

I am currently on the Board of Trustees for River City Players and the Board of Directors for the Arts Council of Greater Palatka.

Work Experience:

2015-Present, COZY SUNSETS VACATION HOMES: Owner / Operator

I own and manage vacation condominiums at Pelican Inlet Condominiums, Crescent Beach, Florida. This involves marketing to and scheduling with many guests from all over the World. I process taxes, refunds, payments, and deposits. I maintain records regarding accounts payable, accounts receivable, lease agreements and maintenance agreements.

2019-2020, FRONT PORCH GENERAL STORE: Owner / Operator

I opened and operated Front Porch General Store in downtown Palatka. Front Porch sold antique and vintage items. We offered rental space to new retail entrepreneurs daily. We also provided free and discounted retail space to local community organizations to utilize for fund raising. The business was financially successful, but my work hours were not compatible with my personal goals. I chose to close the store after 6 months of operation.

2018-2019, COMMONWEALTH COWORKING: Community Manager

I was responsible for supporting and resolving member needs. I provided tours and on boarding of new members. I also manage Commonwealth's social media accounts. My other duties included keeping the office clean and tidy, ensuring all needed supplies were in stock, data entry and file management. This was a new company still in the development stage. After a few months, the owner changed the business model to be a "self-serve" coworking environment and laid off all office personnel. I worked for this company for 4 months. The company closed in 2020.

1993-2017, ADVANTAGE MEDICAL STAFFING: Owner / Director

I started my company, AMS, in 1993 and managed it until 2015. Advantage Medical Staffing was a multimillion-dollar company with over 1000 employees, 6 offices and provided nursing staff to hospitals, nursing centers, mental health facilities and prisons throughout the United States. In 2015, I sold my company to a competitor, Elite Medical Staffing. 2015-2016 I was employed by Advantage Medical Staffing as a Regional Director. 2016-2017 I was employed by Advantage Medical Staffing as National Recruiter. These positions were terms of the business sales agreement. During the 22 years that I was Director of Advantage Medical Staffing, I worked with 100's of healthcare facilities and 1000's of healthcare professionals. My experience includes marketing, office management, recruiting, human resources, payroll, taxes, accounts payable, accounts receivable and growth management. I have experience in every aspect of running a business.

1988-1993, NURSEFINDERS: Staffing Coordinator / Office Administrator

1988-1990 Staffing Coordinator / St. Petersburg, Florida. As a Staffing Coordinator, I scheduled healthcare professionals at various hospitals, nursing centers and private homes based on the needs of the client and skill level of the healthcare professional. I worked with approximately 50 facilities and 500 healthcare professionals. The Nursefinders office in St. Petersburg, Florida was at that time I worked there consistently the most profitable Nursefinders location in the country.

1990-1993 Office Administrator / Ocala, Florida. As the Office Administrator, I hired, trained, and managed the Staffing Coordinators and Payroll Specialist. I worked closely with the Director of Nursing in the office regarding facility relationships and recruitment of healthcare professionals. I was also responsible for managing account receivables, account payables, invoicing, payroll and all aspects of daily office productivity and activities. While Office Administrator during 1992-1993, this office was the most profitable Nursefinders location in the United States.

I resigned to start my own company, Advantage Medical Staffing.

Education:

Dixie Hollins High School / St. Petersburg, FL - graduated 1981

Mercer University / Macon, GA - attended 1981-1982 (General Studies)

St. Petersburg Junior College / St. Petersburg, FL - attended 1982 (General Studies)

Gulf Coast Community College / Panama City, FL - attended 1983-1984 (General Studies)

Florida School of the Arts / Palatka, FL - attended 2016-2017 (Tech) and 2020-Present (Acting)

References and Theatre Resume' available upon request.



Terri Castelli

Non-Union
904-669-6590 (cell)
386-325-6970 (M.T. Nest Farm)
terricastelliactor@gmail.com

Vocal Type: Contralto/Tenor Height: 5'8"

Credits:

Twins	Madame Theresa	Daigle Creative	John Daigle
Glory to the Father	Mother	Clamour Theatre	Elaine Smith
Space Coast Transit	Alzheimer Patient	Turner Talent	Kelli Turner
Rumors	Officer Welch/Cross-Gender	Florida School of the Arts	Patricia Crotty
The Secret Garden	Mrs. Medlock/Yorkshire	Florida School of the Arts	P. Crotty/Anna Guzman
Bloody (film)	Woman: Maddy Cross	Florida School of the Arts	K. Kelly/Peyton Kalacznski
Eulogy (film)	Grieving Friend	Florida School of the Arts	Kevin Kelly
She Kills Monsters (Zoom)	Narrator/British	Florida School of the Arts	Kevin Kelly
37 Postcards	Evelyn Sutton	River City Players	Kevin Shaubaugh
Wedding Belles	Bobrita Tolliver	River City Players	Mandi Tucker
Plaza Suite	Norma Hubley	River City Players	Eli Higginbotham
Nana's Naughty Knickers	Heather VanPree	River City Players	Melissa McCall

Training:

Florida School of the Arts Associate in Science: Acting
G.P.A. 4.0 Class of 2023
Acting: Patricia Crotty, Kevin Kelly

The Adventure Project Improv Studio
2019-Present
Amy Angelilli, Improv Instructor

Related Experience:

Florida School of the Arts – 2023 Film Festival — *A Confession of Love:* Writer, Producer, Director
Florida School of the Arts — *Forty-Minute Finish:* Director
Florida School of the Arts — *Lobby Hero:* Associate Director
Florida School of the Arts – 2021 Film Festival — *Eulogy* (short film): Writer and Producer
Florida School of the Arts – 2021 Film Festival — Event Coordinator
River City Players - Various Productions — Director / Production Manager
River City Players - Various Productions — Stage Manager / Set Design & Build
River City Players - Various Productions — Sound and Light Designer & Technician
Advantage Medical Staffing — Owned and Managed for 22 years

References:

Patricia Crotty
Professor of Acting
and Stage Management
Florida School of the Arts
904-525-3089
patriciacrotty@sjrstate.edu

John Daigle
Principal
Daigle Creative
Advertising/Public Relations/Design
904-880-9595
john@daiglecreative.com

Kelli Turner
Owner & Founder
Turner Talent
Casting/Coaching/Connections
321-693-7038
kelli@turnertalent.com

Brenda Fletcher
130 Woodbury Trail, Satsuma, FL 32189
954-801-0050 • brendafletcher51@gmail.com

Vocational Summary

Event Management Fifteen years in the production and management of offshore big game fishing tournaments in the Bahamas and Caribbean. Part owner of the company. Highlights include:

- Marketing and coordination of sponsorship programs, to include corporate entities as Rolex, Hatteras Yachts, Bertram Yachts, Guy Harvey, and other major players in the offshore boating and fishing industry. Implemented customized programs and donor care follow-up.
- Planned and contracted with host resorts for catering for the week-long events; managed set-up for meetings, sponsor signage visibility, awards presentations, and tournament administration operations.
- Handled purchasing for events and shipment of supplies to include "goodie giveaways," trophies, banners, communication electronics, etc.
- Coordinated and personally met with government officials to ensure proper permits, licensing, and duty exemption procedures were followed. Government entities included customs, immigration, fisheries, law enforcement, tourism, and respective Prime Minister's office.

Corporate Banking & Recruitment Twenty years as a recruiter/executive search consultant specialized in the corporate finance field. Highlights include:

- Recruitment of calling officers and managers in the corporate finance banking industry with client focus in international and domestic money-center banking institutions.
- Managed and subsequently owned multiple offices; hired, trained, and managed operation of the organization in the southeast US, headquartered in Atlanta.
- Provided organization development consulting and staffing problem solutions with clients; provided advice to clients regarding interviewing techniques, organizational structure, and behavioral issues.
- Served as trade industry association officer and President on statewide level. Wrote procedure manuals for new hires and conducted industry training seminars on a state and national level.

Textile and Fashion Five years in various positions with the Lilly Pulitzer/Key West Fabrics organization.

- Initially hired as human resource officer for a vertical printing operation for Lilly Pulitzer employing 275 people in the lower Keys of Florida; promoted to head of decorative division which designed custom interior fabrics for Drexel Heritage, Henredon, and other high end manufacturers.
- Projects included the John Deering Estate, Biltmore Estate, Callaway Gardens.
- Subsequently promoted to Marketing Director for a Lilly Pulitzer subsidiary, Haphazard Designs, in West Palm Beach, Florida.

Education, Associations, Other Interests

BA awarded with major in Behavioral Sciences (sociology and psychology) MBA in marketing. Georgia State University, Atlanta, GA.

Instructor and Personal Trainer, Athletic, Aerobic & Fitness Association, awarded 2005. Served as group exercise coordinator, YMCA System of Broward County, in largest family facility in South Florida.

Online continuing education graduate work with Dallas Theological Seminary.

Don Delong
emoqfudpucker@gmail.com
904-806-0081

Employment history illustrates continued development of skills and talent as evidenced by continued promotions and added responsibilities with employers.

35 years with KeHE Distributors, St. Augustine, Florida (retired 2016)

- KeHE is a national wholesale food distributor specializing in natural, organic, and specialty food providing transportation from the manufacturer to the retailer.
- Started on ground level in transportation logistics.
- Partner with grocery stores, supermarkets, natural retailers, online eCommerce drop shippers to access a curated assortment of innovative products via a one-truck delivery.
- Promoted continuously in areas of accounts receivable and collections, other accounting functions.
- Developed tracking systems for sales, credits, and other financial accounting functions adopted company-wide.

Prior work experience include working as a sub-contractor with a DOD contractor building ocean floor cable plans for the Autec naval base in Andros, Bahamas. Also worked in the marine department focused on developing torpedo tracking devices.

Other Activities:

- Boys Scouts of America – 18 years as a scout parent and scout leader
- River City Players – Board of Directors
- Active Member of St. Marks Episcopal Church, Palatka, FL

SARA D. STORY

CONTACT

(386) 336-0892

sarastoryacts@gmail.com

2212 Silver Lake Drive,
Palatka, FL 32177

EDUCATION

SECONDARY SCHOOL

Palatka High School
• Honor Graduate
2015-2019

COLLEGE

Georgia Southern University
• Completed 40+ credit hours toward B.S. in Communication Studies
• NCAA Division I Student Athlete
2019-2021

SKILLS

- Strong Communication
- Computer Literacy
- Problem-Solving
- Telephone Etiquette
- Client Relations
- Task Management
- Physical and Digital Filing
- Intermediate Spanish
- Google Workspace
- Microsoft Office Suite

SUMMARY

Detail-oriented customer service and administrative professional with over 3 years of experience. Demonstrating dependability, enthusiasm, and ethical integrity, I provide exceptional support with attention to detail and strong written and oral communication. A collaborative team player committed to delivering outstanding results.

WORK EXPERIENCE

LONG-TERM SUBSTITUTE TEACHER

Kelley Smith Elementary School | Palatka, FL
January 2024 - Present

- Developed and implemented engaging lesson plans to meet curriculum requirements
- Adapted instruction to accommodate diverse learning needs

HOSPITALITY SPECIALIST

Corky Bell's Seafood & Steaks | East Palatka, FL
February 2022 - May 2024

- Delivered fast and friendly service that maintained the integrity and feel of a family-owned business
- Documented, researched, and resolved customer concerns
- Helped office personnel with errands, paperwork, and data entry

BEVERAGE SERVICE PROFESSIONAL

Salsa's Mexican Restaurant | Palatka, FL
January 2021 - February 2022

- Demonstrated a vast knowledge of beverage options upon customer request
- Kept workspace clean and organized to ensure optimal performance and service
- Established positive customer relationships, driving repeat business

COURTNEY ANNE JOHNSON

teasleysmom@gmail.com

904-347-3178

East Palatka, Florida 32131

PROFESSIONAL SUMMARY

I want to bring enthusiasm for collaboration and problem solving to a school to create a positive culture that builds a focus on fostering relationships with students, teachers, and staff in order for all stakeholders, especially teachers and students, to feel successful and supported. I hope to create a positive environment for the academic process for all learners. Most of all, it is my goal to be a listener, advisor and advocate for students and teachers who are struggling to find their way in their classrooms.

SKILLS

- Reading Endorsement
- Certified in ESOL K-12, History 6-12, and Elementary K-6, Educational Leadership
- Hybrid Teaching Experience
- Microsoft Teams, Word, Office
- CGI Training (Year 2), guest speaker at the CGI National Conference in the Summer of 2022
- Verbal and Written Communication
- Individualized Coaching
- Trained to facilitate Reading Endorsement Courses 1-5 with the FLDOE
- WIDA Trained
- FEMA Trained

EDUCATION

Saint Leo's University
Online • Graduated in 05/2023

Master of Arts: Education Leadership
I additionally took 12 hours of Masters Level Reading courses to further my understanding of instructional practices in reading and to stay abreast of the newest trends in reading and oral language research.

- 4.0 GPA

UNIVERSITY of FLORIDA
Gainesville, FL

I finished the necessary education courses to get my teacher certification.

WORK HISTORY

Currently I teach Kindergarten at Putnam Classical Academy.

Saint Johns County School District – Assistant Principal
Saint Augustine, FL • 07/2023

- FAST Test Coordination
- CORE Team Member
- Threat Assessment Trained Member
- Professional Learning Communities
- UKERO Training
- Professional Coaching and Feedback

Saint Johns County School District - District Clinical Educator Mentor, TOA
Saint Augustine, FL • 08/2020 – 07/2023

- One of three District Clinical Educator Mentor for the Saint Johns County School District working in the Human Resources Department
- Provides support in best practices of Pedagogy for Category 1 and Category 2 Teachers in St Johns County School District
- Collaborated with Building Lead Representatives and my Mentor Team to create the 2022-2023 New Teacher Cadre utilizing the different departments and resources the district has to offer in to provide supports for our new St. Johns County School teachers across all 43 campuses
- Works with Administrative Teams to provide supports for all new teachers
- Connects new teachers to resources within the SJCSD
- Facilitates trainings on Best Practices during the First Days of School, Teacher Access Center, High Yield Strategies, Professional Learning Communities, Differentiated Instruction, Use of Oral Language Skills in a Math Classroom, and Building Positive and Cohesive Classroom Cultures,
- Participating in two-year book study on Culturally Responsive Teaching
- Participated in Math Curriculum Mapping for First Grade Summer 2022
- Offers supports to new teachers in Unit Planning
- In the process of completing Phase 1 Leadership Academy
- Assists with grading of the Professional Development Certification Tasks
- Mentors and coached teachers to help overcome academic issues and classroom challenges.

W. D. Hartley Elementary School - Kindergarten, First, Second, Fourth Grade

UNIVERSITY OF SOUTH FLORIDA
Tampa • 12/1997

B.A.: History, International Relations

SAINT JOHNS RIVER COMMUNITY COLLEGE
Palatka

References:

Bridget Jeffers, Dean of Students
(352) 682-7064

Angie Works, Second Grade Teacher
(937) 542-9674

Rebecca Downey, Therapist
(703) 309-3740

Teacher

St. Augustine, FL • 08/2006 - 07/2021

- Differentiated Lesson Plans to include each level of student entering Kindergarten and First Grade
- Utilized the MTSS Team to help my struggling learners
- PTO Liaison for Eleven Years
- Utilizes technology, such as the ELMO, Interactive Smartboard, and other instructional technology to enhance instruction
- Attended a Kagan Training and found that it revitalized my teaching. I then shared the strategies with my colleagues during Professional Development days
- Was part of a team that created lifelong learners that loved to experience new things
- Built positive relationships with parents to involve families in educational process.
- Organized classroom supplies and decorated walls to create fun, nurturing settings, and meet learning needs.
- Established and enforced rules of behavior to drive social development and maintain positive interactions.
- Collaborated with my Team to develop effective Unit Plans based on District Curriculum Map.
- District Facilitator for Competencies 2, 3, and 4 of the Reading Endorsement.
- Drove student learning by establishing clear classroom plans and group objectives, as well as actionable strategies to achieve each goal.

Browning Pearce Elementary School - Second Grade Teacher

San Mateo, FL • 08/2002 - 07/2006

- I was the regular education counterpart of in a co-taught inclusion classroom
- On average 75% of my students were considered ESE and 25% was considered “at risk.”
- Learned how to differentiate on the spot lesson plans to meet each student's accommodations
- Learned the process of ESE referral and watched the process evolve into what is now the RTI committee
- Learned how to collaborate with colleagues on lesson plans and projects
- Led Book Clubs and Teacher Workshops on Classroom Management
- Led Parent Workshops on how to help their children succeed in school
- Led Technology Workshops on PowerPoint and Leap Pad
- Attended Florida Reading Initiative
- Attended Four-Square Training and helped implement the strategy in our school.
- Implemented classroom management improvements to enhance class morale and engagement.
- Assessed student progress by administering tests and evaluating results.
- Promoted exploration of building blocks of learning by leading diverse, hands-on activities.

Hastings Youth Academy - Reading Teacher

Hastings, FL • 10/2000 - 05/2002

- 6-12,
- Assisted with the creation of AIPs
- Assisted with the creation of IEPs
- Facilitated pre and post reading assessments to chart student growth
- Created differentiated reading plans for each student.

River City Players Theater Technical Advisory Committee

- Prof. Patricia Crotty / Acting, Directing, Stage Management, Set Design : recently retired Professor of Acting and Stage Management at The Florida School of the Arts.

- Prof. Kevin Kelly / Acting: Professor of Acting for the Stage & Film at The Florida School of the Arts.

- Victoria Sanders / Lighting, Sound and Costume / Props: Employed with SeaWorld as Creative Shows Operation Manager

- Prof. Tim Castell / Lighting, Sound, Set Design & Build: Professor of Scenic / Lighting Design at The Florida School of the Arts.

- Dr. Kandie Smith / Musical Theatre: recently retired Doctor of Musical Theater Voice at The Florida School of the Arts.

EXHIBIT “H”

GAP Board Member Resumes

Gathering Artists of Putnam, LLC

Executive Board:



Alain Hentschel, President

Artist, Palatka, FL

Masters in Art ‘76

Personal & Professional background:

Gathering Artists of Putnam, (‘23-present)

Former Dean of Florida School of the Arts



Shelley Schenker, Treasurer

Artist, East Palatka, FL

Masters in Judaism ‘08, BS in Marketing ‘91

Personal & Professional background:

Gathering Artists of Putnam, (‘23-present)

Former Gallery Owner, Traveling artist, Graphic Designer, Mother of three, Volunteer-a-holic, Preschool Teacher, Sunday School Teacher



Imani Klein, Marketing Chair

Photographer, San Mateo, FL

Personal & Professional background:

Gathering Artists of Putnam, (‘23-present)

Founder of Girls that Hike Florida, Poet, Elder Care Provider



Hollis Bliss, Membership Chair

Artist, Bostwick, FL

BS in Architecture ‘08, BS in English ‘91

Personal & Professional background:

Gathering Artists of Putnam, (‘23-present)

Former Forensic Architect, Tech writer, Project Manager, Art Director, Graphic Designer, Publication Coordinator, Graphics Director, Publication Relations Coordinator, Art Director, Mother, Grandmother

Gathering Artists of Putnam, LLC

Board of Trustees:



Evelyn Snyder, Exhibits Committee

Artist, Palatka, FL

Background in Art & CAD



Martha (Marty) Johnson, Exhibits Committee

Artist, East Palatka, FL

Background in Art, Business & HR



Nancy Brenner, Building Committee

Artist, Palatka, FL

Background in Art, Business & General Contracting

EXHIBIT “I”

AAP Board Member Resumes

Arts Alliance of Putnam

Board of Trustees:



Shelley Schenker, Chair

Artist, East Palatka, FL

Masters in Judaism ‘08, BS in Marketing ‘91

Professional & personal interests:

Gathering Artists of Putnam, (‘23-present)

Catfish Festival, (‘24-’25) - Kid Zone Organizer

Palatka Azalea Festival, (‘24) - Kids Zone Organizer

Palatka Craft Beer Festival, (‘23-’24) - volunteer

Palatka Sunrise Rotary, (‘23-present) - Speaker Organizer

Eco-Depot Marketplace (‘16-’20) - Gallery Owner

Asheville’s River Arts District Business Assoc, (‘17-’18) - President

Asheville’s River Arts District Artists, (‘14 -’17) - President, Board Member, Marketing Chair



Evelyn Snyder, Secretary

Artist, Palatka, FL

BS in Design ‘76, Certified CAD Tech ‘94

Professional & personal interests:

Gathering Artists of Putnam (‘22-present) - Board Member, Founder

Arts Council of Greater Palatka (‘92-’25) - Board Member, Gallery Curator, Event Coordinator, Scholarship Committee, Treasurer, National Art Train Event Coordinator

Blue Crab Festival Fine Arts (‘99-’09) - Coordinator Fine Arts Division

Putnam Co. Historical Society (‘94-’98) - Member

Conlee Snyder Mural Committee (‘15- present) - Member, Art Jury Committee

Palatka Azalea Festival (‘24) - Kid Zone Volunteer



John Janiak

Retired, Palatka, FL

MBA ‘80, BS in Industrial Engineering ‘75

U.S. Army ‘69-’72

Professional & personal interests:

Palatka Science League - Founder

Lean Scheduling Software Intl. (‘12-’18) - Implementation Specialist

Visibility Software (‘97-’12) - Product Manager, Director of Implementation

AeroTech (‘95-’97) - VP of Manufacturing



Charlotte Hunter

Retired, East Palatka, FL

Juris Doctor ‘82, Masters in Pharmacy ‘70

Florida Bar ‘82

Professional & personal interests:

C&R Ceramic Distribution Co. (‘97-’14), Partner

Non-Profit Legal Aid (‘91-’96), Pro-Bono Attorney

Gen. Civil Practice in Florida State Courts (‘83-’12), Attorney

EXHIBIT “J”

AAP Letter of Recommendation

Rotary
Crescent City, FL

June 14, 2025

Rotary Club of Crescent City
PO Box 483
Crescent City, FL 32112

To Whom It May Concern,

For the past two years, Shelly Schenker has been instrumental in collaborating with our Club in the planning and management of our Catfish Festival KIDZ Zone. In this capacity, she has worked in conjunction with our KIDZ Zone team in developing our site plan layout and setup, and developing our arts and crafts activities. She has also provided volunteer management and coordination throughout the event.

Shelly's inspiration, professionalism, and leadership, have helped our Club make our Club's signature annual event a success.

On behalf of our Club, we look forward to working with Shelly again in the coming years.

Sincerely,

Brett Peterson
President
Rotary Club of Crescent City, FL

PUTNAM
COUNTY FAIRGROUNDS
& EXPO CENTER

To Whom It May Concern,

I'm happy to share a recommendation for the **Arts Alliance of Putnam** based on the time we've worked together through the Putnam County Fair.

They're easy to work with, dependable, and always bring fresh ideas to the table.

One of the things I appreciate most about working with them is their genuine passion for our community. They care about making the arts accessible to everyone.

I would gladly recommend the Arts Alliance of Putnam to any group or organization looking for a positive, reliable, and creative partner. They're a great asset to Putnam County and we're lucky to have them.

Sincerely,



Samantha Fairlie
Putnam Co Fair Manager

118 Fairgrounds Road East Palatka, FL 32131

To whom it May concern.

My name is Sally Jan Smith Clay. I have been a resident of Palatka for 25 years. As a local artist and published illustrator and having been the art teacher at the Children's Reading Center for 10 years I have been very active in the arts community, creating Children's summer art programming and teaching art in Palatka. I have taught children's and adult art classes at the Larimer Art Center for several years. While I was teaching at the Larimer, I worked under Denise Aiken who was the director of the arts council. Although Denise did an adequate job, from the beginning of my association with her I felt that the Larimer was extremely underutilized and that the arts council did not live up to its potential. Over the years under Denise's leadership the arts council has been less and less active offering little to the community. Certainly, it is no secret that the arts council has not been administered properly. There has been no acting board for years, and no accountability for the financial status of the council. Denise Aiken has not lived in Palatka for 5 years. Palatka is changing and growing. It is my opinion that the Arts Alliance and the River City Players would be the obvious choice to manage and guide the Larimer into a new and dynamic era.

In the time I have known Shelley Schenker, the founder of the Arts Alliance of Putnam, she has demonstrated amazing energy and commitment to making the arts in Palatka a thing for which our community can be proud. Shelley and I are serving on several committees together at Ravine Gardens State Park and we are both members of the Women's club where she is a tireless worker and asset. Shelley is fast becoming a recognized leader in Palatka. She is also a very active member of the gathering Artists of Palatka, as well as a talented artist herself. Shelley is a local resident which certainly is a minimum requirement to be the President of the Arts council, and to manage the Larimer. The arts Alliance will also be an integral part of a very special event at Ravines Gardens State Park in June 2026. Peter Pan will be presented at Ravine Gardens with all local children in the cast. Shelley will be serving on the committee to produce this wonderful event.

Kevin Sharborough and the River City Players are an incredible addition to our community. They have created a wonderful local theatre within the Larimer and added so much to the cultural life of our community. Kevin brings so much to the table as a local attorney and is the essence of the entrepreneurial spirit. In all ways he has demonstrated the ability to shoulder enormous responsibility and has created a very popular and well thought of Theatre.

Please choose the Arts Alliance and The River City Players to take over the Larimer as they will be by far the logical choice for this opportunity.

It is my recommendation that these two dynamic organizations be awarded the management of the Larimer.

Thank you for your time,

Sally Jan Smith Clay

EXHIBIT “K”

RCP Recent Playbills with Advertisers and Sponsors

River City Players

Presents



Flaming Idiots

by Tom Rooney

Directed by
Kristopher Olinsky

April 30 - May 11, 2025

Flaming Idiots is presented by arrangement
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of Samuel French, Inc.
www.concordtheatricals.com

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NOTE FROM THE CHAIR

On behalf of River City Players, I am delighted to welcome you to the comedic chaos of our production of *Flaming Idiots*!

We are grateful to our patrons, volunteers, and all the local businesses that, in one way or another, are connected and involved with this community theater. We encourage you to support local businesses that support us by displaying our playbills and advertising in this program. Want to place an ad of your own? Full page, half page, and quarter page ad spaces are available.

For those who would like to support us through sponsorship, there are multiple levels of sponsorship that we are happy to share with you! You can visit our website or send us an email at rcppalatka@gmail.com for more information

For those of you who would like to contribute your time and skills in whatever capacity piques your interest, please feel free to fill out the simple volunteer form that can be found at RCPpalatka.org. We look forward to playing with you!

Again, Welcome and Thank You!

Kevin Sharbaugh

For more information feel free to contact us at rcppalatka@gmail.com

Board of Trustees

Kevin Sharbaugh – Chair
Kay Hope – Secretary
Robert Stender – Treasurer
Debbie Brauneck – Trustee
Terri Castelli – Trustee
Don DeLong – Trustee
Brenda Fletcher – Trustee
Sara Story – Trustee

Director's Note

Welcome to River City Players production of "Flaming Idiots." As someone who works in the restaurant business I can confirm that around 90% of the antics you will see on stage are accurate. Working with River City Players for the past year has been a blessing, as is presenting this hilarious farce to all of you. I am so extremely grateful for our tight-knit cast and crew for taking my weird vision and making it a reality.

Enjoy watching this restaurant fail!

Kris Olinsky
Directors of *Flaming Idiots*

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Benefit Performance

Our Benefit Performance is on Wednesday, May 7.
The box office proceeds of this show go to our beneficiary – The Arc of Putnam County. The Arc fosters respect and access for individuals with intellectual and developmental disabilities and their families, giving them the tools to achieve a full and satisfying life. To donate directly, go to **arcputnam.org**
or use the QR code provided here!

The Arc
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~~~~~~~~~~~~~~~~~~~~

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Limelight Theater
limelight-theatre.org

Orange Park Community Theater
opct.info

Theatre Jacksonville
theatrejax.com

CAST

Philly ..... Cristen Sapp
Carly ..... Stevie Bush
Ernesto ..... Charlie Mack
Eugene ..... Gregory Schuknecht
Bernadette ..... Courtney Johnson
Task ..... Rich Solana
Louie ..... Marty Fillman
Jayne ..... Lillyana Michael

CREW

Director ..... Kristopher Olinsky
Stage Manager ..... Lorelai Kissling
Lighting & Sound ..... Lorelai Kissling
Production Manager ..... Kevin Sharbaugh

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

And a big thanks to all who helped with rehearsals, costuming, props, set build, lighting, sound, cleaning, and all the other things that make a show come together.

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

Carly and Philly decide that the ladder to success at the post office is missing a few rungs. They know that big money is waiting for people with entrepreneurial spirit and sound business judgment. They have lots of the spirit but little of the judgment, and their new gourmet health food restaurant flounders. Zippy's, a popular crosstown spot, has been crowded ever since Cy Manamalancia, a notorious mobster, was shot there over twenty years ago. What if someone could get murdered in their restaurant? Flaming
Idiots is a contemporary farce which takes place entirely in the restaurant.



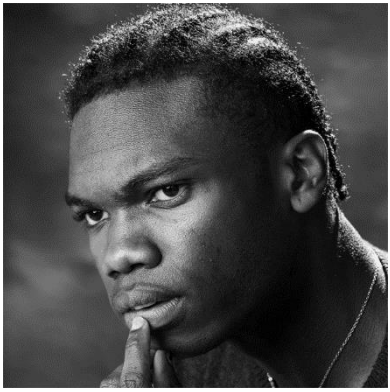
Christen Sapp as Phyllis

Christen has spent many years performing on stage, with roles including Ado Annie in *Oklahoma!*, Sister Mary Leo in *Nunsense*, Annie Golden in *Leader of the Pack*, and lead performances in stage shows at Cedar Point Amusement Park and Six Flags Over Kentucky. Now an educator, she teaches 6th grade Cambridge ELA & Civics in Palatka, Florida, combining her love of storytelling and performance to engage her students. Christen also leads worship alongside her husband, Michael, and is a proud mother to their three children, Connor, Max, and Mia Cate. This is her first role with the River City Players, and she is excited about the time spent with the cast and crew.

Stevie Bush as Carly



Stevie is so excited to make their return to the Larimer Arts Center as Carly in this incredible farce of a play. Stevie was in the RCP's production of *Gilligan's Island* as Mary Ann and is so thankful to be back in their favorite community theatre stage. Stevie currently attends Florida School of the Arts as a Musical Theatre major and hopes to one day grace the big stages of New York.



Charlie Mack as Ernesto

This is Charlie's second show at River City Players and after playing Mr. Paravichini in *The Mousetrap* at this same theater, Charlie feels at home with River City Players and decided he wants to give the theater everything's he's got in hopes to build his skills and a home here. Charlie was born and raised in Palatka and graduated from Palatka High School where he first began theater under the direction of Jim Pignato and has been in love with the theater arts ever since.

Gregory Schuknecht as Eugene



Greg is excited to perform his first show with River City Players as Eugene. He has been doing the theatre nearly his whole life and just performed as Rocky in Rocky Horror last fall. Greg attends Florida School of the Arts for musical theatre and can't wait to continue performing!



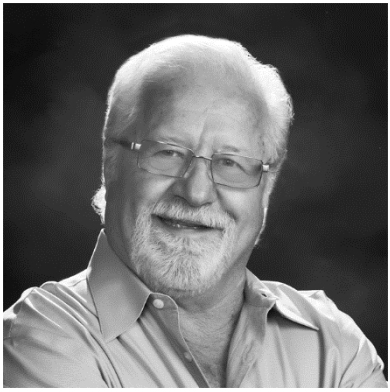
Courtney Johnson as Bernadette

Courtney is thrilled to be exploring a new genre of theater with the River City Players! She is excited to be back onstage after *The Mousetrap* and *The Cemetery Club*. She feels that this is an immensely talented cast with a supportive and enthusiastic director, outstanding actors, and an incredible production and stage managers. She is grateful to be working alongside all of them. A huge, heartfelt thank you to her amazing family—Tommy, Casely, Mira, Tabi, and Teags—for supporting her through this new adventure!

Rich Solana as Task



Rich is a native of Palatka and currently serves in the Army National Guard. He has traveled throughout most of the US with his career but has always called this his home town. He enjoys all things outdoors in his free time including camping, kayaking and mountain biking. He loves live performances of any kind and often attends concerts and plays throughout the year. He has worked with RCP both on the stage and behind the scenes running lights and sound. He enjoys time with his wife and two kids, Nico and Naomi. They are all very excited to see all the shenanigans his character gets up to with his horse Nelly!



Marty Fillman as Louie

Marty is a familiar face at the Larimer having been in numerous productions. His acting career began with the Limelight Theatre in St. Augustine. After taking an acting course there, he was asked to fill a needed role in an upcoming play. He has also performed with the Flagler Playhouse. He hopes you enjoy *Flaming Idiots.*

Lillyana Michael as Jayne



Passionate about bringing stories to life, Lillyana made her debut with River City Players in *The Mousetrap* and has always embraced numerous roles across community theatres. With a love for the stage, she seizes every opportunity to grow and explore new characters. From thrilling mysteries to hilarious comedies, she's always ready to dive into the next challenge, whether it's learning from seasoned actors or creating magic with new friends, theatre is where she finds her spark.



Kris Olinsky - Director

Kristopher Olinsky has been working on stage with River City Players for the past year and is so excited to make his directorial debut with *Flaming Idiots*. Although he's not on stage, you might recognize Kristopher from *The Glass Menagerie*, *Gilligan's Island*, and *The Mousetrap*. The switch to the creative team for this show has really been an eye opening experience and it was all worth it for what he hopes audiences will love. “Please enjoy and uncontrollably laugh at these Flaming Idiots!”

Lorelai Kissling – Stage Manager

Lorelai is very excited to be working on her first show with River City Players! She’d like to thank her Mom (Corbalina) for being her number one supporter.



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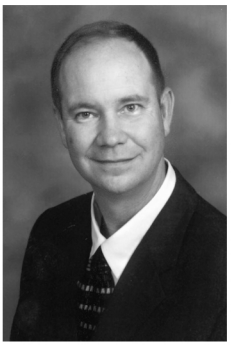
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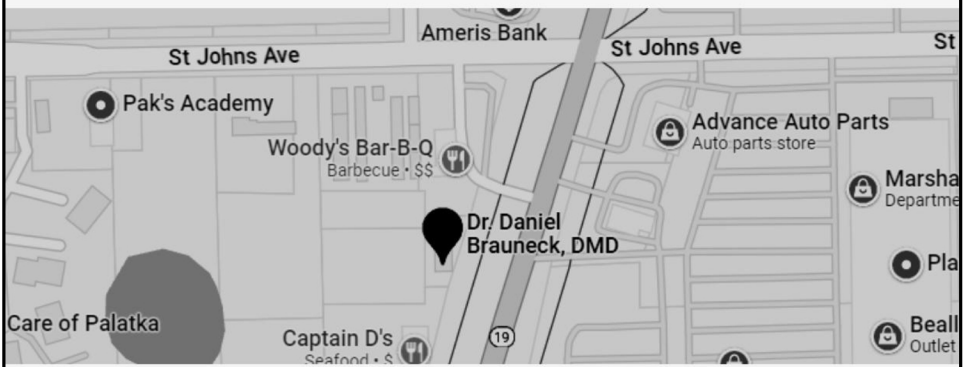
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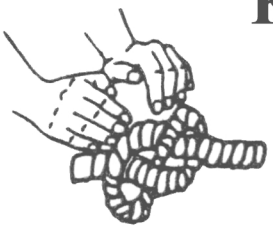
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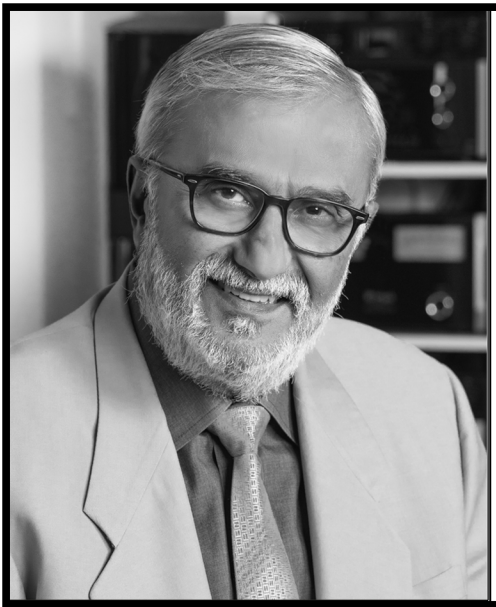
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EXHIBIT “L”

AAP ARTober Calendar

ARTober

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3 Melrose First Friday Art Walk — Melrose	4 ARTober kick-off Fundraiser
5	6	7	8	9	10	11 Opening Night! Annual GAP Juried Art Show — Gathering Artists of Putnam
12	13 Columbus Day	14	15	16	17	18 Wine Stroll — Mainstreet Palatka; Spooktacular — Ravine Gardens
19	20	21	22	23	24	25 Color Fun Run — Downtown Palatka
26	27	28	29 Opening Night! The Dining Room — River City Players	30	31 Boo on the Avenue — Downtown Palatka	

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EXHIBIT “M”

GAP Displays with downtown business partners

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EXHIBIT “N”

RCP Annual Report, Bylaws, Policies & Procedures, Financial Policies

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 14, 2025
Secretary of State
7560188047CC

DOCUMENT# N98000003548

Entity Name: RIVER CITY REPERTORY COMPANY, INC.

Current Principal Place of Business:

216 REID ST
PALATKA, FL 32177

Current Mailing Address:

P.O. BOX 2752
PALATKA, FL 32178 US

FEI Number: 59-2743514

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SHARBAUGH, KEVIN
117 N 2ND STREET
PALATKA, FL 32177 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: R. KEVIN SHARBAUGH 04/14/2025

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	SECRETARY	Title	TREASURER
Name	KAY, HOPE E	Name	STENDER, ROBERT
Address	101 S BARTRAM TRAIL	Address	131 S OAKLAND AVE
City-State-Zip:	SAN MATEO FL 32187	City-State-Zip:	SAN MATEO FL 32187

Title	CHAIRMAN
Name	SHARBAUGH, KEVIN
Address	114 RIVERVIEW DRIVE
City-State-Zip:	EAST PALATKA FL 32131

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT STENDER TREASURE 04/14/2025

Electronic Signature of Signing Officer/Director Detail — Date

BYLAWS
River City Repertory Company, Inc.
d/b/a River City Players
A Florida Corporation Not For Profit

Article I - Name

The name of the organization is the **River City Repertory Company, Inc.** The organization is also recognized, and doing business as, **River City Players (RCP).** It is a nonprofit organization incorporated under the laws of the State of Florida. For the remainder of these by-laws it will be referred to as RCP. The Bylaws of the organization are hereby replaced in full by these Bylaws.

Article II – Mission/Purpose

"To Perform Amateur Plays in the Most Professional Manner for the Enjoyment and Cultural Enrichment of Our Community"

The purpose of RCP is to enhance the quality of life in Palatka, Florida, by presenting live amateur theatre productions for the cultural education, entertainment, and inspiration of the community.

The organization is organized exclusively for literary, theatrical and/or educational purposes under section 501 (c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Article III - Organization

Exculpation. No Trustee, officer, or volunteer of RCP shall be liable for acts or defaults of any other Trustee, officer, or volunteer for any loss sustained by RCP or any Trustee, officer, or volunteer thereof, unless the same has resulted from his or her own willful misconduct or gross negligence.

3.1. Members. RCP is a non-membership organization and shall not have any members.

3.2. Board of Trustees. Management of the business, property and affairs of RCP shall be controlled by the Board of Trustees. In addition to powers granted by the Articles of Incorporation and these Bylaws, the Board of Trustees may exercise all such powers and perform all such lawful acts as are not prohibited by the Articles of Incorporation or by these Bylaws. Specific *Policies & Procedures* for the operation of RCP will be promulgated by the Board of Trustees as necessary.

3.2.1. The RCP Board of Trustees will consist of no less than 6 and no more than 12 Trustees.

3.2.2. Qualifications. A Trustee must be an active and engaged participant in furthering the purpose of RCP.

3.2.3. Appointment of Trustees. Any vacancy on the Board of Trustees may, at the Board's discretion, be left unfilled. If the Board decides to fill the vacant position, the Board of Trustees shall identify and nominate other potential Trustees to serve on the Board. A nominee that is approved by majority vote of the currently serving Trustees shall be solicited to serve on the Board and, upon agreeing to serve, shall be appointed to serve as a Trustee.

3.2.4. Term Limits for Trustees. There are no term limits for serving on the Board of Trustees.

3.2.5. Removal or Resignation.

3.2.5.1. Suspension or Removal. A Trustee may be removed with or without cause by the affirmative vote of two thirds of the Board of Trustees.

3.2.5.2. Resignation. A Trustee may resign by delivering her or his written resignation to the Board of Trustees. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

3.2.6. Expenses Incurred. Trustees shall not receive any salary or fees for their services. Trustees may be reimbursed for approved expenses incurred in connection with service performed for RCP in their activity as Trustees or otherwise. Written records are required for reimbursement of expenses.

3.3. Officers

3.3.1. RCP Officers. The officers of the Board of Trustees shall consist of a chairperson, a secretary, and a treasurer.

3.3.1.1. Duties of Chairperson. The Chairperson shall present a proposed agenda and preside at meetings of the Board of Trustees; shall appoint appropriate committees to assist with RCP business as required; shall appoint a Board representative for each committee; shall insure that the committees function effectively; and shall perform such other duties as are incidental to the office.

3.3.1.2. Duties of Secretary. The Secretary shall keep minutes of all the meetings of the Board of Trustees and shall have other duties as may from time to time be assigned by the Board of Trustees.

3.3.1.3. Duties of Treasurer. The Treasurer shall be responsible for overseeing

the financial functions of RCP; shall keep or direct the maintenance of the corporation book and other financial records of RCP; shall file the appropriate tax forms each year; shall Chair the finance committee; and shall submit the proposed annual budget for the Board's consideration. Annual financial reports are required to be submitted to the Board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the board members and the public.

3.3.2. Qualifications. Must be a member of the Board of Trustees.

3.3.3. Elections. Trustees of RCP elect Officers at the annual business meeting.

3.3.4. Term of Office. Officers are elected for a one year term.

3.3.5. Term Limits for Officers.

3.3.5.1. Chairperson- three consecutive terms.

3.3.5.2. Treasurer- four consecutive terms.

3.3.5.3. Secretary- no limit.

3.3.6. Vacancies. Any vacancy in an officer position occurring during the corporate year shall be filled for the remainder of the term by a Trustee who is elected to fill the position by the Board of Trustees.

3.4. Standing Committees. Ad hoc committees may be formed at the Chairperson's discretion, however, the following committees will exist as standing committees:

3.4.1. Finance Committee. The finance committee will be responsible for preparing the annual financial report and for proposing an annual budget to the Board of Trustees. The Treasurer will serve as the Chair of the Finance Committee.

3.4.2. Script Committee. The Script Committee will be responsible for finding scripts and submitting them to the Board of Trustees for approval.

Article IV - Meetings

4.1. Types of Meetings

4.1.1. Board of Trustees Meeting. These will be held a minimum of monthly. Written notice of such meetings, and a proposed agenda provided by the Chair, shall be sent to the Board Members not less than three (3) days in advance of the meeting. The Board of Trustees may elect to schedule meetings on a regular

basis.

4.1.1.1. Quorum. A quorum shall consist of a majority of the Board of Trustees actively serving in their positions.

4.1.1.2. Conflict of Interest. When a vote is to be taken by the Board, a Board Member may be challenged by another on a claim of conflict of interest. This challenge will take precedent over the matter at hand and be opened for discussion and vote. A majority vote shall be binding. If conflict of interest is determined, the Board Member so challenged shall refrain from further discussion on the matter at hand and shall not vote on the single matter on which she or he was challenged.

4.1.2. Annual Business Meeting. This meeting shall be held in January. This meeting will include approval of the annual budget and the election of officers.

4.1.3. Special Meetings. The Chair, or a majority of Board Members, may elect to call a special meeting at any time with 3 days notice.

4.2. Proxy Voting. Proxy voting (assigning your vote to another voting member) is not allowed.

4.3. Virtual Meeting. Meetings, and attendance at meetings, may occur "virtually" via video conferencing or other comparable technology.

4.4. Action Without Meeting. No meeting needs be held by the Board of Trustees to take any action required or permitted to be taken by law, provided, all Trustees individually or collectively acknowledge their consent to the action, in writing, to the Chair and the written consent or consents is filed with the minutes of the proceedings of the Board. Action by written consent shall have the same force and effect as action by unanimous vote of the Trustees. Any certificate or other document filed under any provision of law which relates to actions taken in this manner shall state that the action taken was taken by unanimous written consent of the Board of Trustees without a meeting and that these Bylaws authorize the Trustees to act in this manner. The statement shall be prima facie evidence of the Board's authority. This provision does not affect the Chairperson's right to call a special meeting to seek action by the Board.

4.5. Conduct of Meetings. The conduct of a meeting shall be governed by Robert's Rules of Order, most recent revision, unless other procedures or rules are accepted by a majority present and voting at the meeting.

4.6. Open Meeting and Executive Session Policy. The policy of the Board shall be to conduct its affairs in a manner that is open to individuals interested in furthering the purpose of RCP. The Board may, at the discretion of a majority of Trustees present, hold limited executive sessions for discussion of sensitive matters.

Article V - Authority to Dispose of Funds or Property

Authority to make disposition of funds or property shall be the responsibility of the Board of Trustees. Such authority may be delegated in writing to such officers, or committees as the Board deems necessary. If the Board of Trustees decides to dissolve RCP, all assets of RCP, after payment of all debts, shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or be made to such organization or organizations as are organized exclusively for such purposes.

Article VI - Fiscal Year

The fiscal year of the RCP shall be from January 1 to December 31 of each calendar year.

Article VII - Amendments

These bylaws may be amended by two-thirds majority of the Board of Trustees. Proposed amendments must be submitted to the Secretary to be sent out with regular board announcements.

Adoption

These Bylaws were duly adopted, after due notice, by vote of the Trustees, on the 15th day of May 2023.

Attested to by:

R. Kevin Sharbaugh- Chair

Kay E. Hope - Secretary

Policies and Procedures Manual



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Establishing a New Policy or Procedure

A member of the Board of Trustees shall submit a draft of the proposed policy or procedure to the entire Board for review and editing. Once a final version of the policy or procedure is written, it shall be voted on by the Board. A majority vote in favor establishes the policy or procedure.

(Policy adopted by Board of Trustees on 3/18/2024)

Amendment of Policy or Procedure

Any member of the Board of Trustees may request that a policy or procedure be reviewed for amendment, replacement or revocation.

The request shall be considered at the next meeting of the Board. The policy or procedure may be amended, replaced or revoked by a majority vote of the Board.

The Chair shall ensure that a draft of the updated language of the policy or procedure is provided to the Board for review and approval at the next subsequent meeting of the Board.

(Policy adopted by Board of Trustees on 3/18/2024)

Setting and Distributing Meeting Agendas

The Chair of the Board of Trustees, with input from the Board, is responsible for creating a draft agenda for the Annual Business Meeting, Special Business Meetings, and Board Meetings.

The draft agenda for the Annual Business Meeting will be submitted to the Board for input at least 7 days prior to the annual meeting. The Board Members will have 4 days in which to propose changes to the draft agenda. The Chair will assume that the agenda meets the approval of Board Members from whom no communication is received. Additional changes to the agenda may be made at the Annual Business Meeting with the consent of a majority of the Board Members present.

The draft agenda for Board of Trustees Meetings will be submitted to the Board for input at least 3 days prior to the meeting. Board Members will have 24 hours to propose changes to the draft agenda. The Chair will assume that the agenda meets the approval of Board Members from whom no communication is received. Additional changes to the agenda may be made at the Board of Trustees Meeting with the consent of a majority of the Board Members present.

A Special Meeting may be called by either the Chair or a majority of the Board Members giving 3 days' notice of the subject of the meeting and the time and location of the meeting. A draft agenda will be provided no later than the start of the Special Meeting.

An Emergency Board Meeting may be called by the Chair to deal with a pressing issue requiring immediate board action. An Emergency Board Meeting action shall require the unanimous approval of all actively serving Trustees. No draft agenda shall be necessary for an Emergency Board Meeting.

(Policy adopted by Board of Trustees on 3/18/2024)

Appointment of Trustees

In addition to the terms of section 3.2.3 of the Bylaws, the following policy and procedures for appointment of trustees to the Board of Trustees shall apply.

The Board seeks to recruit individuals as Trustees who possess the following characteristics:

1. Demonstrated passion for the mission and vision of RCP.
2. Reflect positively upon RCP's reputation in the community.
3. Support the Board governing structure and can meet board work expectations.
4. Will engage in deliberative and respectful decision-making.
5. Are committed to their stewardship responsibilities.

Any member of the Board of Trustees may identify and nominate other potential Trustees to serve on the Board. A nominee shall have engaged and contributed to the organization in some significant and lasting way within the previous year.

A nominee that is approved by a majority vote of the currently serving Trustees shall be solicited to serve on the Board and, upon agreeing to serve, shall be appointed to serve as a Trustee.

(Policy adopted by Board of Trustees on 3/18/2024)

Application/Nomination and Election of Officers

Application: Board Members who are interested and willing to serve as an officer shall indicate their interest by submitting a written statement to the Chair or Secretary or via an email to the organization email address no later than 3 days prior to the Annual Business Meeting and the distribution of the finalized agenda for the meeting. The statement of interest shall indicate the officer position or positons for which the applicant is interested and willing to serve.

Nomination: Board Members may be nominated to serve as an officer by another Board Member during the election process at the Annual Business Meeting. The nominating Board member shall indicate the officer position or positions for which the nominee is being nominated. Any nominated Board Member who is willing to serve shall state their acceptance of nomination to the position or position(s) to which they are willing to serve.

Election: Following the close of nominations the Board Members shall each cast a ballot indicating their choice for the officer positions of Chair, Secretary, and Treasurer. The ballots shall be collected and counted by two Board Members who are not themselves a candidate for any officer position. The results of the ballot count shall then be announced by the current Chair.

(Policy adopted by Board of Trustees on 3/18/2024)

Alcohol

The consumption of alcohol by cast and crew at rehearsals is not permitted.

The consumption of alcohol by cast and crew at performances prior to curtain call is not permitted.

The consumption of alcohol by volunteers other than cast and crew at performances prior to the conclusion of their volunteer duties is not permitted.

(Policy adopted by Board of Trustees on 3/18/2024)

Backstage

Refreshments

Box Office

Ticket Types:

Standard

Student

Comp

Season

Gift Cards

Ticket Refund Policy:

All tickets are sold on a non-refundable basis as stated at point of sale. However, the rule is flexible in certain circumstances.

Refunds of tickets (face value only) may be given in the event of accident, illness, injury and/or other extenuating circumstances. All refunds are:
(a) only issued if no alternative future performance date can be arranged; and
(b) subject to the discretion of box office staff.

With sufficient notice (minimum five (5) days prior to reserved performance date) tickets can be exchanged for an alternative date (including alternative productions), subject to availability.

Reservations:

If anyone contacts the box office to make reservations, they may be given the opportunity to pay by check. This will be on the understanding that the reserved seats will only be held for seven (7) days to allow for the postal service. After seven (7) days, the seats will be 'unreserved' and freed up on the website.

At least a week in advance, an email will be sent to all patrons who have reservations to remind them of their upcoming performance date. Patrons not at the theatre by the time the performance starts will be considered a 'no show.'

'No show' seats can be re-sold to anyone waiting for tickets in the foyer.

Waitlist:

In the event of a 'waiting list' for sold out performances:

Should tickets become available, patrons on the list should be contacted in the order in which they signed up for the wait list, top to bottom. Contact order may also be decided based upon how many tickets have been requested compared to how many have become available. At four (4) hours until curtain, any availability of seats will be communicated to all patrons on the waitlist as well as the public at large on a first to purchase basis. Any seats available at curtain time will be sold to patrons waiting in the lobby in the order of their arrival.

(Policy adopted by Board of Trustees on 2/17/2025)

Front of House

Keys – Access

Set Build and Set Strike

RCP Email

Board Members have access to the online accounts and resources of the organization. The following guidelines will help manage the organization email account and facilitate effective communications between Board Members and members of the public.

1. **Email Management:**
    - The Email account should be checked regularly.
    - Members using and communicating through the account are responsible for keeping the inbox organized and free from clutter.
    - Non-essential emails and spam should be deleted.
    - Active and unresolved threads should be starred, monitored and, if necessary, assigned to a specific individual for follow-up.
    - If a Member opens a previously unopened email that requires a response or action from an individual other than the viewing Member, the viewing Member should mark the email as "unread" and notify the appropriate individual of the pending email.
2. **Email Response Protocols**
    - Emails for which a response is appropriate should receive a response or acknowledgment of receipt within 24 hours.
    - All communication from the shared email account should be professional and reflect the organization's values and standards.
    - Members should strive to maintain clear, concise, and respectful correspondence.
3. **Documentation and Record-Keeping:**
    - Important emails should be archived or saved as necessary to maintain a record of correspondence.

(Policy adopted by Board of Trustees on 12/16/2024)

RCP Scholarships

Funding
Selection of Recipient(s)
Award and Presentation

Videos

Financial Policies

1.0 Finance Committee

The Chair shall appoint a finance committee, which will include the Treasurer and at least two board members. Additional members, who have knowledge or experience with financial management, may also be appointed to the committee. This committee shall be responsible for developing the annual budget, quarterly financial reviews, advise the board on investment policy, manage RCP's investment portfolio and recommend internal control policies for the handling of RCP's finances.

2.0 Adoption of a Budget

RCP shall adopt an annual budget, which will account for projected revenue and expenses for the upcoming year. This budget shall be adopted at the annual meeting. The treasurer is authorized to approve expenditures and reimbursements in accordance with the budget.

2.1 Budgets for Major Special Events

From time to time, RCP may form committees to plan and conduct major special events which will involve expenditures in excess of $150. As part of the planning process, the chair of a major special event committee will develop a proposed budget for the event and submit the proposed budget to the board of trustees for approval. If, subsequent to approval of the budget by the board of trustees, additional aggregate expenditures in excess of $150 are necessary for conducting the major special event, the chair of the committee will present a proposed modification of the budget to the board of trustees for approval.

3.0 Audit Committee

If RCP is not required to have an external audit performed the following internal audit procedure shall apply. In January of each year, the Chair shall appoint an audit committee composed of the Chair, and two board members who do not have signature authority or custody of RCP's funds. This committee shall review all expenditures and checks to ensure that funds have been properly expended. This committee shall issue an audit report to the board of trustees.

4.0 Approval of Non-budgeted Items

The Treasurer may approve any non-budgeted expenditure up to $50.00 and the Chair may approve any non-budgeted expenditure up to $150.00. All other expenditures, which are not budgeted, must be approved by the board of trustees.

5.0 Check Signing and Withdrawal of Funds

5.1 Accounts
All funds received by RCP shall be deposited in a designated financial institution in a timely manner. All funds which are not immediately needed and are not earning interest shall be invested in accordance with the investment policy established by the board using the annual budget as a guide. This is to maximize RCP's revenue.

5.2 Authority to Sign
All checks shall be signed by a designated officer who has been authorized by the board of trustees. The designated officers may include:

Chair
Treasurer
Secretary
Other Board Trustees

The Treasurer and Chair shall have access to on-line banking. In addition, any checks issued over $500.00, shall require two signatures, and any checks payable to a designated signer shall be signed by someone other than the payee.

5.3 Debit Cards
The Chair, Treasurer and Secretary are authorized to use the bank issued debit card. Debit card withdrawals and expenditures must follow all other financial policies. Receipts must be provided for all purchases.

5.4 Bonding
Once the budget exceeds $100,000 each designated signatory with authority to withdraw funds shall be bonded. The cost to secure the aforementioned coverage shall be borne by RCP. The amount of insurance coverage will be reviewed annually by the board or finance committee. Bob to find quotes.

5.5 Bi-annual Review
The finance committee shall review all expenditures on a bi-annual basis.

5.6 Accounts Review
At the board of trustees meetings the treasurer shall submit a financial report that includes a monthly summary of receipts, disbursements, account balances and a copy of an up-to-date bank statement.

5.7 Payments and Reimbursements
All disbursements for goods and services should be paid for by check or debit card. Minimal reimbursements for non-budgeted items may be made to volunteers for documented expenditures. Prior board approval is needed for reimbursements over

$250 for non-budgeted items. The Treasurer shall determine whether a requested reimbursement fits within the designation of a budgeted item.
Minimal reimbursements may be made to staff and volunteers for actual mileage driven for appropriate business purposes. Prior board approval is needed for reimbursements over $250.

5.8 Deposits

All revenue shall be deposited within 48 hours of receipt of funds or within one business day by the treasurer or other designated member of the board.

6.0 Gift Acceptance

RCP reserves the right to decline any financial commitment, gift, or bequest, as well as the right to determine how a gift will be credited and/or recognized. All donations shall be unrestricted gifts unless (1) the donor indicates that he or she is making a restricted gift or (2) the option of a restricted gift will otherwise significantly increase the chances of obtaining a gift from the donor.

All assets from unrestricted bequests, annuities, charitable remainder trusts, or charitable lead trusts shall become a part of the general funds, unless the finance committee determines a particular unrestricted gift of the type enumerated in this paragraph should be deposited in a different account.

In drafting instruments for the gift of restricted funds to RCP, donors and their advisors shall be encouraged to use language that would permit application of the gift to a more general purpose if, in the opinion of the board, the designated purpose is no longer feasible.

RCP will pay no commissions or finder's fees as consideration for directing a gift to RCP.

Prospective donors shall be strongly encouraged in all cases to consult with their own independent legal and/or tax advisors about proposed gifts, including tax and estate planning implications of the gifts. No representative of RCP shall provide legal or tax advice to any donor or prospective donor.

Donors are responsible for obtaining their own appraisals for tax purposes of real property or tangible or intangible personal property being given to RCP. Prospective donors shall be responsible for their own legal, accounting, appraisal, transportation, and other fees.

RCP retains the right to obtain, at its own expense, its own qualified appraisals of real property or tangible or intangible personal property being offered as a gift.

RCP will acknowledge receipt of gifts of tangible personal or real property in accordance with IRS requirements and will sign any IRS form or other documents necessary for the donor to obtain a tax deduction for such gifts, so long as such acknowledgment does not entail valuing the gift.

All information about donors and prospective donors, including but not limited to their names, the names of their beneficiaries, the nature and amounts of their gifts, and the sizes of their estates will be kept strictly confidential by RCP and its representatives, unless the donor grants permission to release such information. All requests by donors for anonymity will be honored, except to the extent that RCP is legally required to disclose the identity of donors.

7.0 Borrowing Policy

Borrowing funds is not permitted for RCP.

8.0 Key Controls and Cash Management

Only individuals authorized by the board of trustees shall handle revenue and have access to inventory.
No foreign checks or currency should be accepted.
An accurate record of merchandise should be maintained. Inventory logs of merchandise shall be maintained and reviewed annually.

9.0 Volunteers

Volunteers who are given duties related to cash handling shall be subject to the same cash handling controls, procedures, and training and shall be held to the same standard of competence.

10.0 Special Events

Special Events are defined as cash handling events, which may require transporting a change fund and the revenue collected during the event. This will apply to special events, fundraisers, games of chance, and off-site events.

It is the responsibility of the board/Chair to implement and maintain an effective and efficient system of internal controls. It is the responsibility of the volunteers of RCP to use the controls. There may be slight variations in procedures, but these are the recommended key controls to have all volunteers adhere to:
All movement of cash shall be documented in written cash box logs.
All cash transactions shall have a receipt retained for audit purposes.
Designated money handlers shall be responsible for their collections, receipts, and final cash box reconciliation report.

Final cash box reconciliation will include cash logs, check logs, and receipts. This action will be done by a member of the finance committee or a board member and the designated money handler.
Any individual acting in the capacity of money handler shall not prepare or have access to the final deposit and/or revenue report.
No foreign cash or checks, even those marked payable in US funds, shall be accepted.

Deposits shall be counted in dual control by a two board members. The person verifying the deposit shall place their initials on the deposit slip documenting a second count and verification of amount written on the deposit slip.

11.0 Appropriate Management of Contracts

All contracts need to be in writing. Verbal contracts are not permissible. All major contracts must be reviewed and approved by the entire RCP board prior to execution. RCP should contact an attorney when signing a contract to ensure that RCP's interests are protected.

12.0 Appropriate Expenditure of Funds

12.1 Contributions to Other Organizations

Direct contribution of RCP funds in support of other organizations is not in keeping with the trust placed in RCP by its contributors and therefore not appropriate. This restriction does not prevent the use of funds to create RCP grants or to purchase appropriate advertising in event programs.

Established: 15 JANUARY, 2024 RCP

EXHIBIT “O”

RCP Board Meeting Minutes Example

rcppalatka@gmail.com
www.rcppalatka.org

River City Players

Board Meeting Minutes

3-17-25

Call to Order: 18:00

Board Members Attending: Kevin Sharbaugh, Kay Hope, Bob Stender, Brenda Fletcher, Sara Story, Debbie Brauneck, Don DeLong

Board Members Not Attending: Terri Castelli

Quorum Determination: Done

Welcome visitors: Gaye Esperson

Check-in: Done

Treasurer's report: Finance Committee Minutes 3-10-25

Due to time change, Kay Hope didn't attend and so there are no minutes!!

Credit Card Statements are available on line.

Current assets figure approximately $261 K

Volunteer hours logged in 2024:

Main: 1,224
Ebenezer: 20
Red Plaid Shirt: 1,169.5
The Glass Menagerie: 852
Gilligan's Island: 2,128.5
Death on the Rock(s): 283.5
Cemetery Club: 1,144.5
The Mousetrap: 279
Total for 2024: 7,101 (x $31.61 = $224,462.61)

Volunteer hours logged in 2025:

Main: 166
The Mousetrap: 1,206.5
Flaming Idiots: 163

Total for 2025: 1,535.5 (x $31.61 = $48.537.16)

Statement from the Chair:
Kudos; Policy Suggestions; RCP in the News; Report on last month's events

Conflict Check- Does any item on the agenda contemplate an action which could result in an actual or possible transaction or arrangement that might benefit the private interests of a trustee or might result in a possible excess benefit transaction?

Organization State & Federal Status Reminders For May:

Federal Form 990-N due	NLT 5-15-25
State annual corporation report due	NLT 5-1-25
State fictitious name renewal due	NLT 5-10-28

Committee Reports:

Script (Terri): Little Shop of Horrors (Contract deadline 4-5-25)

Motion made to go ahead and produce Little Shop Of Horrors.
Moved by Kevin Sharbaugh. Second Don DeLong
Motion carried.
For all other Script Committee information, see attached report.

Directors (Kevin): Kris Olinsky – Flaming Idiots;
Vickie Lowe - 25th Annual Putnam County Spelling Bee
Anna Guzman - The Dining Room

Art/Graphic Design: Marquee Signs/Posters/Palm card/postcards (Gaye):

Marquee is ready to install. Posters and cards ready and on the outer table with the distribution sign up sheet.

Brenda Fletcher requires copy of Mousetrap play bill

Old season card given to Gaye Esperson for reference

PR/Website/Social Media:

Facebook update (Terri):	(2,100 Followers)
Instagram (Sara):	(83 Followers)
Google Contacts (Kevin):	(1,233 contacts; 1,180 patrons)

Website Update: Gaye - Board members pics provided to Maria for website

Volunteer Coordination: (136 volunteers)

IT/Tech (Bob): Kevin to install speaker wire; Monitors in Kitchen and Green Room Obtained.

Sound/Lights (Bob): lights and wiring schematic project; stage microphone; 8 mic set for performers (need for Spelling Bee)

Best system found is by Shure. System is not cheap, but expandable. Cost is approximately $10K.
Brenda Fletcher to research possible grant.

Box Office Committee (Gaye, Kay, Mary): Season- 239 (33.7%); Flaming Idiots– 355 (50%)

Ticket purchases — Clover machine does not itemize sales. Cost of $15 per month for required software to facilitate.
Explore other card payment methods.

Fundraising/Grants:

TDC (Kay): Review Meeting March 13 attended by Kevin Sharbaugh
New executive director hired by TDC so expect changes
Application submitted by RCP for $8,000 to cover two Productions (Flaming Idiots and Spelling Bee)
TDC recommended reimbursement of $2000
Mr. Kevin Bacon - TDC Committee member objected and grant was raised to $4000

No one in attendance from Arts Council

Grants (Terri; Courtney): Being worked on

Wedding Performance (Terri):

As per Terri Castelli's notes, the Nelsons are going to donate $500 as a token of appreciation

Finance Committee: Next meeting April 14th; Audit prep
Research required on who should carry out the audit
Via Zoom 6pm - 7pm

Building Committee (Kevin): Set meeting date; costs discussion w/ Donnie Adams
Via Zoom straight after Finance meeting
7pm – 8pm
Suggest seating for 100 – 120 people. 9 rows with 8 seats central and then seats either side of 2 aisles.

Old Business/Update on Action Items from Last Meeting:

Sponsorships (Brenda): Meetings pending for plays (Spelling Bee)

Other sponsors — Georgia Pacific top of the list with secondary sponsors below and listed on the inside of the back cover.

Status of the Larimer (Kevin):

Resumes — Still waiting on resumes from Board Members (Don DeLong and Debbie Brauneck

Proposal(s) re Arts Council; — Cleaning day for prop spaces; Cleaning day for flats room

Financial accounting and reporting (Bob): See finance report

Scholarship Program: — Draft policy/procedure from Kay (Funding, 50/50, etc.) presented to the board for perusal and alterations.

Board Meetings: — Draft policy re in person meetings with/without options for remote attendance. (Personal attendance preferred. Remote attendance if requested at least 48 hours prior to meeting or in special circumstances.)

Scholarship(s) 2025 (Kevin): — Nothing from Bailey Akin. Propose open advertising

Malt Shop Mystery - Crime & Merriment Spring Production (Gaye): Opening 3/22/25
Proposed date not acceptable.
Research alternative venues. First Presbyterian?

New Business

Independent Studies proposal to provide credit for FloArts participants (Kevin):
Kelly contacted.

FLoArts Request for performance space for *Gruesome Playground Injuries* in July/August: Strike Idiots 5/11, Build Bee 7/13, Bee Strike 8/10, Build Dining 10-11

Inquiry from Palatka Women's Club re benefit event (Gaye, Kay):
Palatka Woman's Club are on board with the idea.

Cabaret (Gaye): — See Above.

Putnam First Cancer Fund (Request from Linda Girardin):
Request for donation of 2026 season tickets for golf tournament on 5-10-25 and/or Gala/Auction 10-10-25.
Motion made to donate tickets for the Gala (October)
Moved by Brenda Fletcher. Second Debbie Brauneck
Motion Carried.

Purchase proposal (Kevin, Bob):

- tools — Cordless pneumatic drill(s)
- paint cabinet — Research, but suggested Rubber Maid.
- Amazon Prime for Business
  Done

Additional Agenda Items

Ticket Pricing — After requesting and gaining approval to add the subject of future ticket prices to the agenda, the following motion was made.
Motion to raise the price of a standard ticket from $20 to $25, but absorb the convenience fee so that the customer just pays the face value.
Moved by Kay Hope. Second Brenda Fletcher
Motion Passed.

Productions - Items & Updates:

The Mousetrap:
3-20-25 at 3:30 - Scheduled check presentation: Guardian Ad Litem

Flaming Idiots:
Sponsor: Cheyenne Saloon
Benefit Show: Arc of Putnam

Putnam County Spelling Bee: Performance rights obtained; outstanding invoice?
Sponsor: Proposed-Artic Air
Benefit Show:

The Dining Room: Performance rights obtained
Sponsor:
Benefit Show:

Upcoming Events:

Peter Pan In The Park – Lyn Clark
Children's show to take place in the Ravine Gardens 6-6-2026.
RCP co-sponsoring for promotional purposes
Assistance required with a flow chart.

Next Board Meeting: 21 April 2025 @ 6:00
Check-out: Done
Log-Time: 2.5 hours
Adjourn: 19:50

EXHIBIT “P”

Example of Annual Report for Previous Organization



2016 Annual Report

Kevin Sharbaugh- Chair

January, 2017

Vision Statement: *Outstanding Blueways and Trails for All*

Mission Statement: *The CSO is the resource and voice for trail users and functions as the steward of all Putnam County trails by promoting their acquisition, development, operation, and non-motorized use in an environmentally sustainable manner.*

Putnam Blueways & Trails CSO was formed five years ago as a unique CSO in that we focus on ALL of the trails in Putnam County as a whole, not just one trail or a single park as most CSOs do. We operate in conjunction with Putnam County Parks & Recreation under a memorandum of understanding. It continues to be a successful partnership in which PB&T is the umbrella CSO for the trails for the county.

We currently have 111 active memberships, an email list of 848, and 1,201 members on Facebook.

We are an event driven organization. We continue to hold monthly bicycling, paddling and hiking events. Since December, 2015, we have held 10 bicycling events (109 participants), 7 hikes (55 participants), 27 paddling events (392 participants) and no equestrian rides. Most events ended with a visit to a local restaurant. We have held 8 monthly work days with 66 volunteers. We assisted 40 paddlers on the multi-day Paddle Florida event. At least 17 volunteers assisted at the aid station in Florahome for the Iron Horse Endurance Run. We co-hosted the Palatka Bicycle Festival with 74 riders and 50 volunteers. We helped with the National Walking Day "Walk with the Mayor" which had 40 participants and some members volunteered with the Beck 5K run in Palatka.

We had 15 volunteers participate in the Crescent City “Cops, Kids & Kayaks” event for young people where 50 kids played with kayaks and paddleboards. Eighteen cyclist and 16 paddlers participated in the Labor Day Bartram Festival which we supported. The Welaka State Forest Fall Festival was blown out by Hurricane Matthew which led to a rescheduled running of the Ky-Hike-A-Bike on the following weekend. Twenty volunteers assisted the 16 participants, out of 26 registrants, who showed up for the rescheduled event.

Volunteers have logged just over 3,243 hours, the equivalent of 81 weeks of a full time job. At the state rate of $23/hr equals $74,589 worth of service. Volunteers have logged over 6,373 hours since we began tracking volunteer hours; equivalent to $146,579 worth of service.

Additionally, members of the CSO and the Facebook page have announced and held their own events, thus helping to further our mission to promote the non-motorized use of our trails in an environmentally sustainable manner.

We are attracting not only residents from Putnam County but also folks from nearby counties. We continue to hear from non-residents that Putnam County has amazing natural resources!

An update on our goals from 2016:

We are delighted with the priority funding designation that was recently received for the St Johns River to Sea Loop and the funding for construction on the Palatka to Lake Butler State Trail (aka SR 100 Rail Trail) from Roberts Lane to the St. Johns River Water Management District.

We continued to sponsor and lead events as we did in 2016 along with joining other groups to support similar (like-minded) activities.

We are moving toward a primary role in the Iron Horse event and we are developing a relationship with Bike Florida to develop the Palatka Bicycle Weekend into an annual “Share the Road Ride” event.

We have formalized our relationship as an umbrella organization for the Bartram committee.

We will continue to reach out to other organizations throughout the state to let them know what we are doing and to encourage people to come visit Putnam County’s beautiful outdoors.

FY 2024-25

ACGP Income Statement

Ameris	**8,567.46**
TD Bank	**2,218.50**

Revenue

Beginning Balance 07-01-2024 $ 10,785.96

C ash	$ 375.00
Revenue	$ 18,491.00
Less: Expenses	$ 19,069.56
Net	**$ 10,582.40**

Expenses

Water/Garbage	$ 2,111.12
Utilities	$ 6,497.35
Website	$ 1,160.60
Internet	$ 232.55
Concerts	$ 5,360.00
Miscellaneous	$ 209.00
Total expenses	$ 15,570.62

Other income and expenses-CASH

Artist Space Fees	$ 850.00	
Cleaning fees and supplies	$ 800.00	
		$ 50.00
Net income (loss)		$ 50.00

REVENUES

DATE	SOURCE	AMT
3-Mar	RCP-RED PLAID SHIRT PLAY	767.30
8-Apr	CASH	535.50
24-Jul	STATE OF FLA PAYMENTS	170.16
30-Jul	CONCERT-CASH	1,102.00
2-Aug	CONCERT-CASH	672.40
2-Aug	CK 1192	632.40
30-Aug	STATE OF FLA PAYMENTS	20.00
13-Sep	STATE OF FLA PAYMENTS	20.00
25-Sep	CK	966.89
26-Sep	STATE OF FLA PAYMENTS	20.00
4-Oct	STATE OF FLA PAYMENTS	20.00
16-Oct	CONCERT-CASH	1,936.00
16-Oct	CONCERT-CASH	40.00
4-Nov	STATE OF FLA PAYMENTS	20.00
8-Nov	TDC REIBURSEMENT	5,250.00
8-Nov	STATE OF FLA PAYMENTS	20.00
20-Dec	RCP-PLAY	1,126.50
28-Feb	STATE OF FLA PAYMENTS	20.00
21-Mar	STATE OF FLA PAYMENTS	20.00
4-Mar	CK 1228	1,178.25
4-Apr	STATE OF FLA PAYMENTS	40.00
15-Apr	STATE OF FLA PAYMENTS	20.00
30-Apr	STATE OF FLA PAYMENTS	80.00
7-May	STATE OF FLA PAYMENTS	40.00
20-May	JAZZ CONCERT	619.75
21-May	RCP-FLAMING IDIOTS	1,154.01
5-Jun	SEMINOLE ELECT	2,000.00
	TOTAL	18,491.16

EXPENSES

DATE	VENDOR/PURPOSE		AMT
	WATER AND GARBAGE		
1-Jul	PGA-WATER AND GARBAGE		208.13
30-Jul	PGA-WATER AND GARBAGE		180.23
27-Aug	PGA-WATER AND GARBAGE		201.15
1-Oct	PGA-WATER AND GARBAGE		187.21
29-Oct	PGA-WATER AND GARBAGE		187.21
4-Dec	PGA-WATER AND GARBAGE		194.18
31-Dec	PGA-WATER AND GARBAGE		192.21
5-Feb	PGA-WATER AND GARBAGE		185.23
27-Feb	PGA-WATER AND GARBAGE		208.13
26-Mar	PGA-WATER AND GARBAGE		180.23
2-May	PGA-WATER AND GARBAGE		187.21
		TOTAL	**2,111.12**
	ELECTRIC		
1-Jul	FPL-ELECTRIC		450.14
29-Jul	FPL-ELECTRIC		465.47
27-Aug	FPL-ELECTRIC		492.77
7-Oct	FPL-ELECTRIC		543.00
24-Oct	FPL-ELECTRIC		553.69
2-Dec	FPL-ELECTRIC		564.43
31-Dec	FPL-ELECTRIC		584.41
4-Feb	FPL-ELECTRIC		575.96
26-Feb	FPL-ELECTRIC		569.71
31-Mar	FPL-ELECTRIC		575.22
29-Apr	FPL-ELECTRIC		568.29
12-May	FPL-ELECTRIC		554.26
		TOTAL	**6,497.35**
	WEBSITE		
2-Jul	Bank of America-WEBSITE		328.79
6-Sep	Bank of America-WEBSITE		166.21
21-Oct	Bank of America-WEBSITE		43.71
13-Nov	Bank of America-WEBSITE		60.56
14-Jan	Bank of America-WEBSITE		203.21
4-Mar	Bank of America-WEBSITE		303.19
11-Apr	Bank of America-WEBSITE		54.93
		TOTAL	**1,160.60**
	INTERNET		
12-Jul	ATTT-INTERNET		42.80
18-Sep	ATTT-INTERNET		90.95
15-Oct	ATTT-INTERNET		98.80
		TOTAL	**232.55**
	INSURANCE		
18-Jul	AUTO OWNERS INS PREMIUM		436.57
14-Aug	AUTO OWNERS INS PREMIUM		436.57
19-Sep	AUTO OWNERS INS PREMIUM		436.57
18-Oct	AUTO OWNERS INS PREMIUM		436.57
22-Nov	AUTO OWNERS INS PREMIUM		436.57
12-Dec	AUTO OWNERS INS PREMIUM		436.57
21-Jan	AUTO OWNERS INS PREMIUM		436.57
6-May	THE HARTFORD		442.95
		TOTAL	**3,498.94**
	CONCERTS		
9-May	BILLY INNIS-POMONA PARK FOUNDERS DAY		450.00
17-May	MUNN AND CHANDLER RIVERFRONT ROOFTOP CONCERTS		500.00
10-Jul	ANNE BELLO PRO. 4TH OF JULY CONCERT @ RIVERFRONT W/CULTURAL COUNCIL		700.00
19-Jul	BEN PRESTIGE CONCERT-LARMIER		560.00
14-Aug	MUNN-NEW HOPPER CONCERT-LARIMER		400.00
4-Sep	MUNN-CONCERTS 9/7,9/28, 9/29		2,100.00
18-May	HIGHLIFE JAZZ CONCERT-MUNN		175.00
18-May	HIGHLIFE JAZZ CONCERT-CHANDLER		175.00
18-May	RAMICAH JOHNSON HIGHLIFE JAZZ AND MISC		300.00
		TOTAL	**5,360.00**
	MISCELLANOUS		
20-Dec	PUTNAM CO. CHAMBER DUES		109.00
3-Mar	FROM RED PLAID SHIRT-FOR BLUE MOON CONCERT		100.00
		TOTAL	**209.00**
			19,069.56

Calendars

- ARTS COUNCIL
- ⚠
-
- HOLIDAYS
- PALATKA EVENTS
- RCP

Jun 15, 2025 - March, 2026

Start ↑	End	Title	Calendars	Who	Where	Description
06/15/2025 12:00pm	06/15/2025 1:00pm	RCP Practice	RCP			
06/23/2025 9:00am	06/26/2025 12:00pm	youth art and craft classes 11 to	ARTS COUNCIL	youth classes f	Larimer Arts Ce	Arts Underground Larimer Arts (
06/29/2025 1:00pm	06/29/2025 4:00pm		RCP			
06/30/2025	06/30/2025	RCP Practice	RCP			
07/01/2025	07/01/2025	RCP Practice	RCP			
07/02/2025 5:00pm	07/02/2025 9:30pm	rcp practice	RCP	river city practi		
07/10/2025	07/10/2025	theater in use by Arts Council	ARTS COUNCIL	arts council		
07/11/2025	07/11/2025	kidsTheater program for arts C	ARTS COUNCIL			
07/12/2025	07/12/2025	PUTNAM'S GOT TALENT	ARTS COUNCIL			
07/13/2025 3:00pm	07/13/2025 6:00pm	jazz Syble Gage ACGP 50 anniv	ARTS COUNCIL	Syble Gage full	Upper level of t	Jazz concert with food fun and
07/18/2025	07/18/2025	GALLERY OPENING	ARTS COUNCIL			
07/19/2025	07/21/2025	stage build	RCP			
07/30/2025	08/10/2025	spelling BEE	RCP			
08/11/2025	08/11/2025	strike stage	RCP			
08/15/2025	08/16/2025	AGCP	ARTS COUNCIL			
08/17/2025	08/17/2025	ACGP	ARTS COUNCIL			
08/19/2025	08/20/2025	art classes	ARTS COUNCIL			
08/22/2025	08/23/2025	AGCP	ARTS COUNCIL			
08/22/2025	08/23/2025	AGCP Beach Party	ARTS COUNCIL	arts council	upper level Lari	
08/24/2025	08/24/2025	Youth concert in theater	ARTS COUNCIL			
08/29/2025	10/05/2025	GALLERY RUN	ARTS COUNCIL			
08/29/2025 6:00pm	08/29/2025 8:00pm	GALLERY OPENING	ARTS COUNCIL			
09/05/2025	09/06/2025	AGCP	ARTS COUNCIL			
09/12/2025	09/20/2025	concert	ARTS COUNCIL			
09/17/2025	09/18/2025	arts classes	ARTS COUNCIL			
09/19/2025	09/20/2025	AGCP	ARTS COUNCIL			

☐	09/21/2025	09/21/2025	do wop arts council	ARTS COUNCIL			
☐	09/26/2025	09/27/2025	AGCP	ARTS COUNCIL			
☐	09/26/2025	09/26/2025	Jokers wild show	ARTS COUNCIL			
☐	10/03/2025	10/04/2025	AGCP	ARTS COUNCIL			
☐	10/10/2025 6:00pm	10/10/2025 8:00pm	GALLERY OPENING	ARTS COUNCIL			
☐	10/11/2025	10/11/2025	pie contest pie in the sky conce	ARTS COUNCIL			
☐	10/12/2025	10/12/2025	Everything chocolate	ARTS COUNCIL			
☐	10/15/2025	10/15/2025	art classes adult	ARTS COUNCIL			
☐	10/16/2025	10/16/2025	Art classes adult	ARTS COUNCIL			
☐	10/17/2025	10/17/2025	concert	ARTS COUNCIL			
☐	10/19/2025	10/19/2025	(No title)	RCP	start stage set		
☐	10/20/2025	10/22/2025	RCP stage set	RCP			
☐	10/24/2025	10/25/2025	AGCP	ARTS COUNCIL			
☐	10/29/2025	11/09/2025	the dining room	RCP			
☐	11/10/2025	11/10/2025	STAGE STRIKE	RCP			
☐	11/13/2025	11/15/2025	our town display event	ARTS COUNCIL			
☐	11/18/2025	11/19/2025	art class	ARTS COUNCIL			
☐	11/21/2025	11/22/2025	ladies fashion show	ARTS COUNCIL			
☐	11/23/2025	11/23/2025	Jokers wild Comedy Night	ARTS COUNCIL			
☐	12/05/2025	12/05/2025	Christmas dance the night	ARTS COUNCIL			
☐	12/08/2025	12/08/2025	Decorate the tree with the kids	ARTS COUNCIL			
☐	12/10/2025	12/11/2025		ARTS COUNCIL			
☐	12/12/2025	12/12/2025	jazz	ARTS COUNCIL			
☐	12/14/2025	12/21/2025	arts council	ARTS COUNCIL			
☐	12/18/2025	12/18/2025	arts council	ARTS COUNCIL			
☐	12/21/2025	12/21/2025	arts music	ARTS COUNCIL			
☐	01/09/2026	01/10/2026	Teen fashion show set up run tl	ARTS COUNCIL			
☐	01/11/2026	01/11/2026	whos got a secret comedy shov	ARTS COUNCIL			
☐	01/13/2026	01/14/2026	adult art classes	ARTS COUNCIL			
☐	01/24/2026	01/24/2026	Concert	ARTS COUNCIL			
☐	02/11/2026	02/11/2026	art brought in for student show	ARTS COUNCIL			
☐	02/12/2026	02/12/2026	Hanging art for valentines shov	ARTS COUNCIL			

☐	02/18/2026	02/19/2026	**art classes**	ARTS COUNCIL			
☐	03/08/2026	03/08/2026	**cakes and clowns**	ARTS COUNCIL			
☐	03/11/2026	03/12/2026	**art class**	ARTS COUNCIL			
☐	03/14/2026	03/14/2026	**valentines dance and concert**	ARTS COUNCIL			
☐	03/28/2026	03/28/2026	**funniest hat night concert**	ARTS COUNCIL			
☐	03/29/2026	03/29/2026	**buy one get one free concert**	ARTS COUNCIL			
☐	04/03/2026	04/03/2026	**Friday Nite Live concert**	ARTS COUNCIL			
☐	04/11/2026	04/11/2026	**hillbilly night concert**	ARTS COUNCIL			
☐	04/15/2026	04/16/2026	**art clss**	ARTS COUNCIL			
☐	04/17/2026	04/17/2026	**food drive concert**	ARTS COUNCIL			
☐	04/22/2026	04/22/2026	**art class**	ARTS COUNCIL			
71	164 days / 90:30						

Eastern Time US & Ca Powered by teamup

ARTS COUNCIL of Greater Palatka
PO Box 936
Palatka, FL 32178
Email: artsinputnam@aol.com



Mission Statement:

The Arts Council of Greater Palatka is the Local Designated Arts Agency. Our mission is to is to advocate the role of arts and culture in Putnam County, provide arts education to both in and out of school learners, and to continue to enrich the quality of life in our community through the cultivation, presentation, and preservation of cultural facilities and events.

City of Palatka Selection Committee,

The Art Council of Greater Palatka submits this proposal in response to RFP 2025-01, seeking to continue operation of the Larimer Arts Center as a cultural hub not only for the Palatka community, but all of Putnam County and our out-of-town visitors. Our organization, with a longstanding history of stewarding the Larimer, is committed to inclusive, accessible programming that reflects the city's values and advances the goals of the CRA Plan.

Our track record includes monthly gallery exhibits, public concerts, and civic partnerships. Looking ahead, we intend to expand youth involvement, grow community partnerships, and formalize public reporting. We appreciate the opportunity to continue this work and ensure the Larimer remains a vital space for arts and civic life in Palatka.

The Arts Council of Greater Palatka is celebrating 50 years as the Local Arts Agency (LLA), as designated by the Putnam County Board of County Commissioners and the Florida Division of Cultural Affairs. We were incorporated in 1975 and are a 501c3 non-profit organization.

In 1992, the Arts Council was given the building located at 216 Reid Street Palatka, as our new art center and the building was renamed the Larimer Art Center. The Arts Council has always paid the utility bills, paid for custodial services and maintained insurance during its tenure in the Larimer Arts Center. We have been good stewards of the building in partnership with the City of Palatka, and wish to continue.

Our organization, with a longstanding history of stewarding the Larimer, is committed to inclusive, accessible programming that reflects the city's values and advances the goals of the CRA Plan. Our track record includes monthly gallery exhibits, public concerts, both in and out of the Larimer, lectures, worked with other organizations in partnership and events through our fifty years as the LAA as well as and civic partnerships. As a Local Arts Agency we are dedicated to working with our schools and youth on all levels of cultural enrichment.

In Partnership,

Ramicah Johnson
President

PEYTON VAN HORN
Notary Public - State of Florida
Commission # HH 615413
My Comm. Expires Nov 21, 2028

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

For projects meeting the definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request

Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

1. **Title of Project:**
2. **Date of Submission:**
3. **House Member Sponsor**:
4. **Details of Amount Requested:**

   a. Has funding been provided in a previous State budget for this activity? ○ Yes ○ No

   b. What is the most recent fiscal year the project was funded? <Select Fiscal Year>

   c. Were the funds provided in the most recent fiscal year subsequently vetoed? ○ Yes ○ No

   d. Complete the following Project Request Worksheet to develop your request.

FY:	Input Prior Year Appropriation for this project for FY 2025-26 *(If appropriated in FY 2025-26 enter the appropriated amount, even if vetoed.)*			Nonrecurring Funds Request for FY 2026-27		
Column:	**A**	**B**	**C**	**D**	**E**	**F**
Funds Description	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	**Operations**	**Fixed Capital Outlay (FCO)**	**TOTAL Operations + Fixed Capital Outlay (FCO)**
Input Amounts			0			0

e. Provide the total cost of the project for FY 2026-27 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?	
1. Amount Requested from the State in this Appropriations Project Request	0	%		
2. Federal	0	%	Yes	No
3. State (Excluding the requested Total Amount in #4d, Col F)	0	%	Yes	No
4. Local	0	%	Yes	No
5. Other	0	%	Yes	No
TOTAL	0	%		

5. Is this a multi-year project requiring funding from the state for more than one year? Yes No

   a. How much state funding would be requested after 2026-27 over the next 5 years? <Click to Select>

   b. How many additional years of state support do you expect to need for this project? <Click to Select>

   c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity". <Click to Select>

6. Is this project related to relief or recovery from a natural disaster? Yes No

   a. If yes, provide the name or a description of the natural disaster and briefly describe how the funding will be used for relief or recovery.

Maximum of 500 characters allowed

7. Which is the most appropriate state agency to place an appropriation for the issue requested?

<Choose Agency>

a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? ○ Yes ○ No

b. Describe suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures.

Maximum of 500 characters allowed

8. Requester:

a. First Name: Last Name:

b. Organization:

c. Email:

d. Phone #:

9. Contact for questions about specific technical or financial details about the project.

a. First Name: Last Name:

b. Organization:

c. Email:

d. Phone #:

10. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None ☐

a. First Name: Last Name:

b. Firm:

c. Email:

d. Phone #:

11. Organization or Name of entity receiving funds:

    a. Name:

    b. County (County where funds are to be expended) <Select County Name>

    c. Service Area (Counties being served by the service(s) provided with funding)

12. What type of organization is the entity that will receive the funds?

    <Click to Select>

    If other, please describe:

13. What is the specific purpose or goal that will be achieved by the funds being requested?

    500 maximum characters allowed

14. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4d, Col. F) Enter '0' if request is zero for the category
Administrative Costs		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Operational Costs		
Salaries and Benefits		
Expenses/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Fixed Capital Construction/Major Renovation		
Construction/Renovation/ Land/Planning Engineering		
Total Requested		0

15. For Fixed Capital Costs requested in Question 14, what type of ownership will the facility be under when complete?

<Click to Select>

If other, please describe:

100 maximum characters allowed

16. Is the project request an information technology project? ○ Yes ○ No ***Water projects skip to #17***

a. Will this information technology project be managed within a state agency to support state agency program goals? ○ Yes ○ No

b. What is the total cost (all years) to design and build the project?

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

d. Has the state agency indicated it has sufficient funds for the ongoing annual recurring costs within its current operating budget? ○ Yes ○ No

e. What are the specific business objectives or needs the IT project is intended to address?

400 maximum characters allowed

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

100 maximum characters allowed

17. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support? ○ Yes ○ No

Please describe:

400 maximum characters allowed

18. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? ○ Yes ○ No

Please describe:

400 maximum characters allowed

19. Will the requested funds be used directly for services to citizens? ○ Yes ○ No ***Water projects skip to #20***

a. What are the activities and services that will be provided to meet the purpose of the funds?

400 maximum characters allowed

b. Describe the direct services to be provided to the citizens by the funding requested.

400 maximum characters allowed

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- ☐ Elderly persons
- ☐ Persons with poor mental health
- ☐ Persons with poor physical health
- ☐ Jobless persons
- ☐ Economically disadvantaged persons
- ☐ At-risk youth
- ☐ Homeless
- ☐ Developmentally disabled
- ☐ Physically disabled
- ☐ Other, please describe:

Required if 18c - Other is checked (100 maximum characters allowed)

- ☐ Drug users (in health services)
- ☐ Preschool students
- ☐ Grade school students
- ☐ High school students
- ☐ University/College students
- ☐ Currently or formerly incarcerated persons
- ☐ Drug offenders (in criminal Justice)
- ☐ Victims of crime
- ☐ General (The majority of funds will benefit no specific group)

d. How many in the target population are expected to be served? <Click to Select>

20. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health		
Improve mental health		
Enrich cultural experience		
Improve agricultural production/ promotion/education		
Improve quality of education		
Enhance/preserve/improve environmental or fish and wildlife quality		
Protect the general public from harm (environmental, criminal, etc.)		

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions		
Increase or improve economic activity		
Increase tourism		
Create specific immediate job opportunities		
Enhance specific individual's economic self sufficiency		
Reduce recidivism		
Reduce substance abuse		

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System		
Improve wastewater management		
Improve stormwater management		
Improve groundwater quality		
Improve drinking water quality		
Improve surface water quality		
Other (Please describe)		

The questions below are additional questions for water projects only

21. Have you applied for alternative state funding? Select all that apply:
    a. ☐ Wastewater Revolving Loan
    b. ☐ Drinking Water Revolving Loan
    c. ☐ Small Community Wastewater Treatment Grant
    d. ☐ Resilient Florida Grant
    e. ☐ Water Quality Improvement Grant
    f. ☐ Other (Please describe) _____
    g. ☐ N/A

22. What is the population economic status?
    a. ○ Financially Disadvantaged Municipality
    b. ○ Rural Area of Critical Economic Concern
    c. ○ Rural Community Experiencing Economic Distress
    d. ○ N/A

23. What is the status of construction?
    a. ○ Ready
    b. ○ Not Ready

24. What percentage of construction has been completed?
    _____ %

25. What is the estimated completion date of construction?
    _____

City of Palatka Legislative Priorities 2026

Clean Water Infrastructure for a Growing City

Palatka's water reclamation plant was established in 1985 and currently treats an average of 1.7 million gallons of flow per day. The City depends on it's forty lift stations, but two more master lift stations are needed ($2 million each) and the reclamation plant needs to be expanded.

The City requests $7.2 million is state appropriations.



Improving Transportation Infrastructure

Palatka is the county seat of Putnam County and a major thoroughfare connecting Alachua and Marion counties to St. Johns, Clay, Duval and Flagler. The population of Palatka is growing. State resources are needed to expand our corridors, improve connectivity, fortify hurricane evacuation and provide critical traffic relief. Century old brick roadways require reconstruction.

The City requests $4 million in state appropriations.



Upgrading Industrial Fleet Vehicles for a Growing City

Residential growth requires additional public works vehicles. The City needs 2 additional garbage trucks, 2 clam shell trucks and a street sweeper.

The City requests $1.5 million in state appropriations.



Supporting First Responders

The Palatka Fire Department boasts an Insurance Services Organization (ISO) rating of 2, a distinction that places it among the top performing fire departments nationwide. A new ladder truck to replace a two-decade old vehicle is necessary.

The City requests $1.8 million in state appropriations.



Economic Development

The St. Johns River runs through Palatka, and the City has made strategic acquisitions to benefit long term economic development. A key parcel, the former “Port Consolidated” lot at the base of Memorial Bridge, requires funding to draw innovative public-private partnership investments.

The City requests $230,000 in state appropriations.



Second Reading: Airport Chapter 7: ORDINANCE 2025-16 **AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ESTABLISHING CHAPTER 7 OF THE MUNICIPAL CODE OF THE CITY OF PALATKA, FLORIDA PERTAINING TO THE AIRPORT, ESTABLISHING THE JURISDICTIONAL AND TERRITORIAL LIMITS, RULES AND REGULATIONS AND THE AIRPORT ADVISORY BOARD, PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND SCRIVNER'S ERRORS.**

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Adopt an ordinance acknowleding the existence of the City of Palatka's municipal airport, 28J - Lt. Kay Larkin Field together with the establishment of the Airport Advisory Board.

BACKGROUND

The City of Palatka's municipal airport, 28J – Lt. Kay Larkin Field, was established in 1943 and has been operating continuously since in compliance with FAA standards; however, the City's municipal code currently lacks reference to all matters related to the Airport with the exception of sections under the Planning Chapter related to land use around the airport. A Chapter in the Code related to the Airport is necessary for consistency and transparency. In addition, since there was not a Code provision pertaining to the Airport, there also was not a formal provision relating to the creation and adoption of the Airport Advisory Board. This Ordinance establishes a Chapter in the Code acknowledging the Airport and a provision within that Chapter establishing the Airport Advisory Board. For ease of reference, the Ordinance is included in the agenda packet together with a sample of what the written text will look like upon inclusion in Municode. This is being provided because the format is easier to digest, these documents are one in the same, they are not two separate ordinances.

PROJECT ANALYSIS

The airport advisory board of the city will be created to facilitate greater community awareness with regard to the airport and local aviation, stimulate positive airport and community growth, and serve as a line of communication between the airport and the local community.
Membership; compensation of members. The board shall be composed of seven members and one city liaison – who shall be the Mayor. All members shall be residents of Putnam, Clay, or St. Johns counties. Members shall be appointed by the city commission. Members shall include:

(1) A Palatka airport-based licensed pilot aviation tenant;
(2) A Putnam County School District representative;
(3) A Putnam County Chamber of Commerce representative;
(4) A representative from one of the ten largest employers in the County;
(5) A City of Palatka business owner;
(6) A City of Palatka resident; and

(7) A Putnam County resident.

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

(d) *Term of members; removal of members; vacancies.*

(1) All members are appointed for six-year terms.

(2) Members may be reappointed for no more than one consecutive term.

(3) The city commission may remove members for just cause.

(4) If a vacancy occurs, a new appointment shall be made by the city commission for the unexpired term within 60 days.

Staff Recommendation

Adopt the Ordinance

ATTACHMENTS

1.	Chapter 7 Airport (002) (8)
2.	Airport - Chapter 7 (4) Ordinance
3.	Business Impact Statement - Airport

CHAPTER 7 AIRPORT

Sec. 07-01 Jurisdictional and Territorial Limits

(a) The jurisdictional limits and territorial limits of the city include all the land in the incorporated areas and in addition thereto, all the land known as the City of Palatka Airport, Lt. Kay Larkin Field, lying and being in Putnam County, Florida.

(b) The police powers of the city extend to the land known as the City of Palatka Airport by the laws enacted by the Legislature of the State of Florida, the Congress of the United States, Executive Orders of the President of the United States and the Charter of the City of Palatka, and the powers transfer to the city, notwithstanding the fact that the real property is not contiguous to the present municipal boundaries.

Sec. 07-02 Rules and Regulations (reserved)

Sec. 07-03. Airport Advisory Board.

(a) *Established.* There is hereby created an airport advisory board of the city.

(b) *Purpose.* To facilitate greater community awareness with regard to the airport and local aviation, stimulate positive airport and community growth, and serve as a line of communication between the airport and the local community.

(c) *Membership; compensation of members.* The board shall be composed of seven members and one city liaison – who shall be the Mayor. All members shall be residents of Putnam, Clay, or St. Johns counties. Members shall be appointed by the city commission. Members shall include:

(1) A Palatka airport-based licensed pilot aviation tenant;

(2) A Putnam County School District representative;

(3) A Putnam County Chamber of Commerce representative;

(4) A representative from one of the ten largest employers in the County;

(5) A City of Palatka business owner;

(6) A City of Palatka resident; and

(7) A Putnam County resident.

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

(d) *Term of members; removal of members; vacancies.*

(1) All members are appointed for six-year terms.

(2) Members may be reappointed for no more than one consecutive term.

(3) The city commission may remove members for just cause.

(4) If a vacancy occurs, a new appointment shall be made by the city commission for the unexpired term within 60 days.

(e) *Officers; meetings.*

(1) At their first meeting, the appointed board members shall elect officers, who shall serve for terms of one year. Officers may be re-elected for consecutive terms throughout the service on the Board.

(2) A majority of the members of the board shall constitute a quorum.

(3) All meetings of the board shall be publicly announced and open to the public, with a previously advertised agenda, and all decisions of the board shall be made at such meetings. A public record shall be kept of the board's resolutions, proceedings and actions and made available to the public.

(4) The board shall meet at least four times per year at regular intervals at the call of the Airport Manager or board chairperson and at such times as a majority of the board may determine.

(6) The Airport Manager may call special meetings.

(f) *Duties.* The board shall serve in an advisory capacity only to the Airport Manager and the City of Palatka on an as-needed basis, without voting or veto power. It shall be the duty of the board to:

(1) Make recommendations to the Airport Manager.

(2) Develop programming to stimulate public interest in the airport.

(3) Explore and advise potential funding and grant sources which might be available for the airport.

(4) Conduct regular public meetings and call special meetings.

(5) Give all board decisions in a public forum.

ORDINANCE NO. 2025-16

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

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

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

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

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

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

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

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

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

To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 28th day of 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: "AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ESTABLISHING CHAPTER 7 OF THE MUNICIPAL CODE OF THE CITY OF PALATKA, FLORIDA PERTAINING TO THE AIRPORT, ESTABLISHING THE JURISDICTIONAL AND TERRITORIAL LIMITS, RULES AND REGULATIONS AND THE AIRPORT ADVISORY BOARD, PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND SCRIVNER'S ERRORS."

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 law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The ordinance seeks to establish the Kay Larkin airport into the City of Palatka's Code of Ordinances and establish the criteria for Airport Advisory Board members.

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.
None.

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):

Second Reading: ORDINANCE NO. 2025-40

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 12-10-26-0820-0010-0050, BROOKS S/D OF HUSSONS ADD, MB2 P37 BLK A LOTS 5 6 + W'LY, 100 FT OF LOTS 7 8 9, 2409 PRESIDENT STREET, PALATKA, FLORIDA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	ORD 25-40 ANNEXATION PB25-15
2.	ORD 2025-40 Business Impact

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL., 32177

ORDINANCE NO. 2025-40

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 12-10-26-0820-0010-0050, BROOKS S/D OF HUSSONS ADD, MB2 P37 BLK A LOTS 5 6 + W'LY, 100 FT OF LOTS 7 8 9, 2409 PRESIDENT STREET, 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: Next Door Real Estate, LLC, and

WHEREAS, Chapter 171.044, Florida Statutes, permits the voluntary annexation of unincorporated areas lying adjacent and contiguous to the boundaries of the City of Palatka, and

WHEREAS, the City Planning Board conducted a public hearing on August 5th, 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 August 28th, 2025, and September 10th, 2025, and

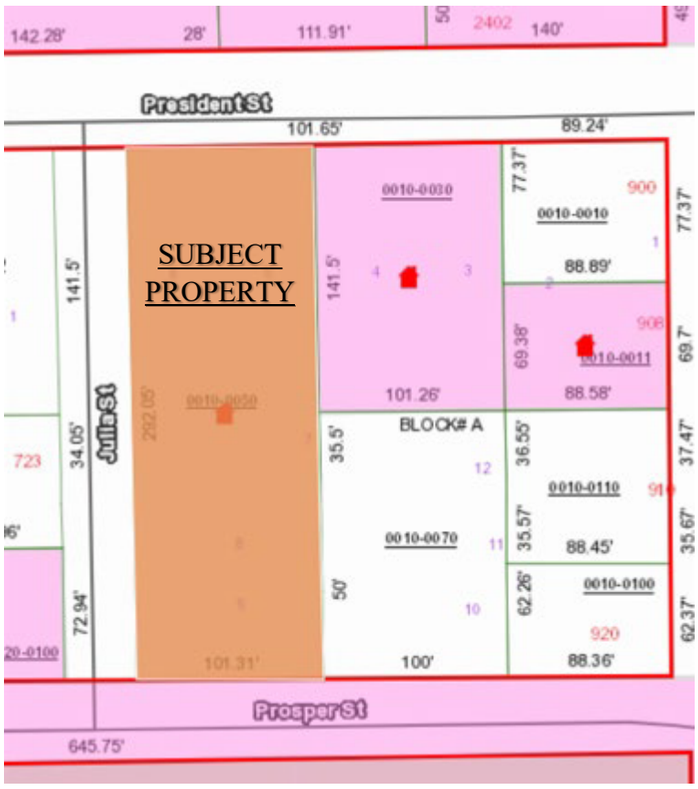
WHEREAS the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka; and

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:

BROOKS S/D OF HUSSONS ADD, MB2 P37 BLK A LOTS 5 6 + W'LY, 100 FT OF LOTS 7 8 9, 2409 PRESIDENT STREET
PARCEL: 12-10-26-0820-0010-0050



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 28th day of August 2025.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 10th day of September 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 2025-40 Annexation of PARCEL 12-10-26-0820-0010-0050" 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 12-10-26-0820-0010-0050**, BROOKS S/D OF HUSSONS ADD, MB2 P37 BLK A LOTS 5 6 + W'LY, 100 FT OF LOTS 7 8 9, 2409 PRESIDENT STREET, 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 law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

[1] See Section 166.041(4)(c), Florida Statutes.

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Accessory Dwelling Unit ordinance seeks to address the City's affordable housing crisis by allowing ADUs in single-family residential districts.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
It is not anticipated that the ordinance will create any direct economic impact to businesses in Palatka, beyond a positive economic impact due to construction and development of new residential structures.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

4. Additional information the governing body deems useful (if any): In 2013, Governor Rick Scott signed a bill banning gaming centers; however, state officials left enforcement of the law in the hands of local officials. While many counties and cities throughout the state adopted internet café bans, Palatka allowed the businesses to continue to operate unregulated. Internet cafes in Palatka have been posing an increased threat to public safety and have become localized areas of crime. The cafes create an unsafe environment for surrounding businesses because of criminal activity and frequently serve as a front for illegal activity.

Second Reading: ORDINANCE NO. 2025-42

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 COMMERCIAL, GENERAL LIGHT (C-2) TO CITY OF PALATKA SINGLE-FAMILY RESIDENTIAL (R-1), FOR THE PROPERTY LOCATED AT 2409 PRESIDENT STREET PALATKA, FLORIDA 32177, PARCEL 12-10-26-0820-0010-0050; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	Ord 25-42 Zoning PB 25-15
2.	ORD 2025-42 Business Impact

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL., 32177

ORDINANCE NO. 2025-42

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 COMMERCIAL, GENERAL LIGHT (C-2) TO CITY OF PALATKA SINGLE-FAMILY RESIDENTIAL (R-1), FOR THE PROPERTY LOCATED AT 2409 PRESIDENT STREET PALATKA, FLORIDA 32177, PARCEL 12-10-26-0820-0010-0050; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by Next Door Real Estate, LLC, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

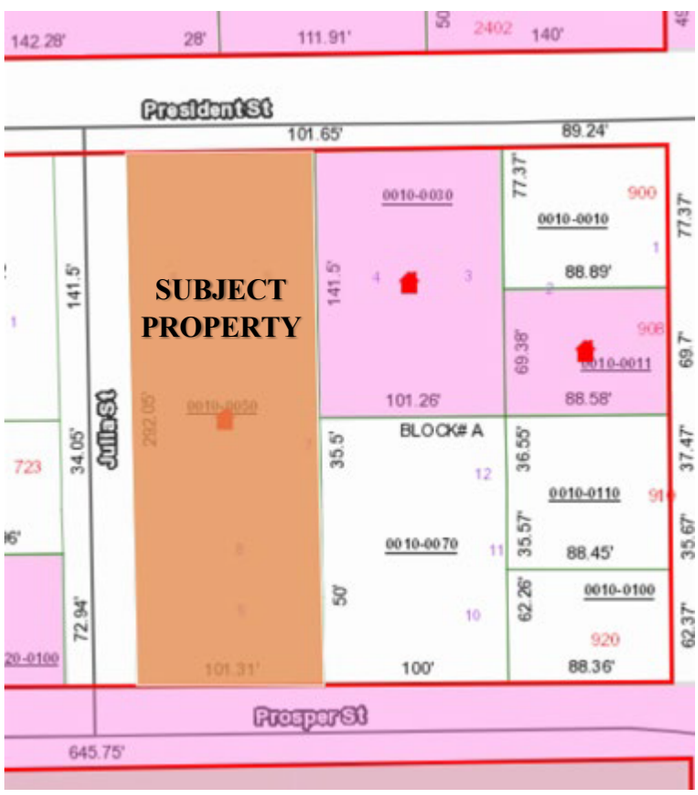
WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on August 5th, 2025, and two public hearings before the City Commission of the City of Palatka on August 28th, 2025, and September 10th, 2025, and

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 Commercial, General Light (C-2) to City of Palatka Residential Low (RL) classification.

DESCRIPTION OF PROPERTY: BROOKS S/D OF HUSSONS ADD, MB2 P37 BLK A LOTS 5 6 + W'LY, 100 FT OF LOTS 7 8 9, PARCEL 12-10-26-0820-0010-0050



Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission, 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 28th day of August 2025.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 10th day of September 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 2025-42 rezoning said property PARCEL 12-10-26-0820-0010-0050" 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 COMMERCIAL, GENERAL LIGHT (C-2) TO CITY OF PALATKA SINGLE-FAMILY RESIDENTIAL (R-1), FOR THE PROPERTY LOCATED AT 2409 PRESIDENT STREET PALATKA, FLORIDA 32177, **PARCEL 12-10-26-0820-0010-0050**; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE..

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law[1] 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.

Second Reading: ORDINANCE NO. 2025-43

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 12-10-26-4030-0040-0406, LOCATED AT 2706 CECILLE AVENUE, PALATKA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA, PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	Ord 2025-43 annexation of property CecilleAve
2.	ORD 2025-43 Business Impact

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL., 32177

ORDINANCE NO. 2025-43

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 12-10-26-4030-0040-0406, LOCATED AT 2706 CECILLE AVENUE, PALATKA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA, PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, authorized to be signed by the freehold owner of the property sought to be annexed, to wit: WJHFL LLC D/B/A WJH LLC, and

WHEREAS, Chapter 171.044, Florida Statutes, permits the voluntary annexation of unincorporated areas lying adjacent and contiguous to the boundaries of the City of Palatka, and

WHEREAS, the City Planning Board conducted a public hearing on August 5, 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 August 28, 2025, and September 10, 2025, and

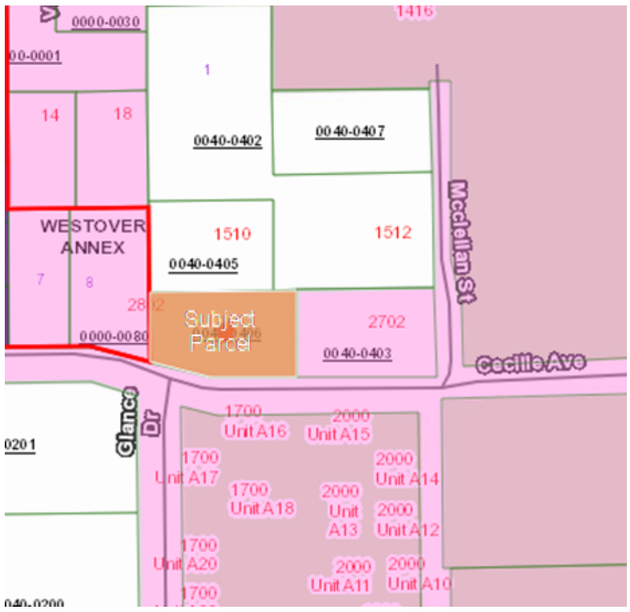
WHEREAS, the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka;

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 HUSSONS ADD TO PALATKA HEIGHTS, MB1 P18 BLK 4 PT OF LOT 4, OR21 P510 (EX OR198 P703 RD)

Putnam County Property Appraiser's Parcel No.: 12-10-26-4030-0040-0406



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 28th day of August 2025.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 10th day of September 2025.

CITY OF PALATKA

BY:_____
Its Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: "Ordinance 2025-43 Annexation of PARCEL 12-10-26-4030-0040-0406" 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 12-10-26-4030-0040-0406, LOCATED AT 2706 CECILLE AVENUE, PALATKA 32177, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA, PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law[1] 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.

Second Reading: ORDINANCE NO. 2025-45

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY RESIDENTIAL (R-1A) TO CITY OF PALATKA RESIDENTIAL SINGLE-FAMILY (R-1A) FOR THE FOLLOWING PROPERTY:2706 CECILLE AVENUE, PALATKA, FL 32177, HUSSONS ADD TO PALATKA HEIGHTS, MB1 P18 BLK 4 PT OF LOT 4, OR21 P510 (EX OR198 P703 RD) PARCEL NO. 12-10-26-4030-0040-0406, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	Ord 25-45 reZoning cecille
2.	ORD 2025-45 Business impact

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL 32177

ORDINANCE NO. 25-45

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY RESIDENTIAL (R-1A) TO CITY OF PALATKA RESIDENTIAL SINGLE-FAMILY (R-1A) FOR THE FOLLOWING PROPERTY:2706 CECILLE AVENUE, PALATKA, FL 32177, HUSSONS ADD TO PALATKA HEIGHTS, MB1 P18 BLK 4 PT OF LOT 4, OR21 P510 (EX OR198 P703 RD) PARCEL NO. 12-10-26-4030-0040-0406, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by WJHFL LLC D/B/A WJH 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 August 5, 2025, and two public hearings before the City Commission of the City of Palatka on August 28, 2025, and September 10, 2025, and

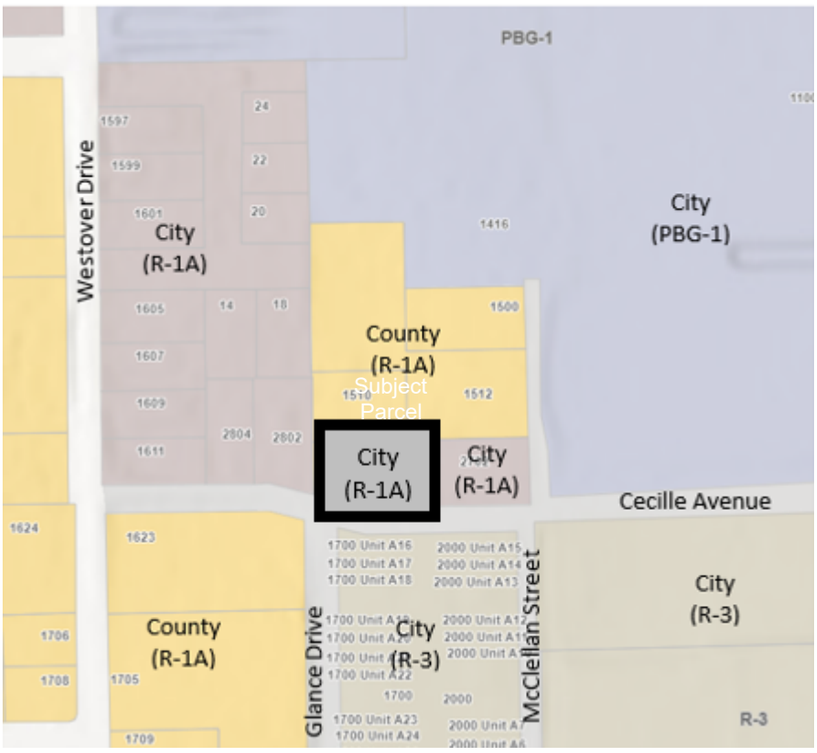
WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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 Residential (RL) to City of Palatka Residential Single-family (R-1A) classification.

DESCRIPTION OF PROPERTY:

HUSSONS ADD TO PALATKA HEIGHTS, MB1 P18 BLK 4 PT OF LOT 4, OR21 P510 (EX OR198 P703 RD), 2706 Cecille Avenue
Putnam County Property Appraiser's Parcel No.: 12-10-26-4030-0040-0406



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 28th day of August 2025.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 10th day of September 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 2025-45 for rezoning said property. PARCEL 12-10-26-4030-0040-0406" 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 RESIDENTIAL (R-1A) TO CITY OF PALATKA RESIDENTIAL SINGLE-FAMILY (R-1A) FOR THE FOLLOWING PROPERTY:2706 CECILLE AVENUE, PALATKA, FL 32177, HUSSONS ADD TO PALATKA HEIGHTS, MB1 P18 BLK 4 PT OF LOT 4, OR21 P510 (EX OR198 P703 RD) **PARCEL NO. 12-10-26-4030-0040-0406**, 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 law[1] 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. 2025-55

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE PALATKA MUNICIPAL CODE AND AMENDING APPENDIX A (FEE SCHEDULE) OF THE MUNICIPAL CODE OF THE CITY OF PALATKA AS IT PERTAINS TO FEES AND OTHER CHARGES RELATING TO: CHAPTER 34. FIRE PREVENTION AND PROTECTION, CHAPTER 46 OFFENSES AND MISCELLANEOUS PROVISIONS, CHAPTER 50. PARKS AND RECREATION, CHAPTER 82. TRAFFIC AND VEHICLES, CHAPTER 86. UTILITIES, AND CHAPTER 95. ADMINISTRATIVE FEES; PROVIDING FOR CONFLICT, SEVERABILITY, EFFECTIVE DATE, AND SCRIVENER'S ERRORS.

WHEREAS, the City of Palatka annually modifies its fee schedule within Appendix A of the City's Code of Ordinances to reflect the changes the City will adopt in the new fiscal year's budget; and

WHEREAS, an exemption to the requirement for a business impact estimate exists for Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget Fla. Stat. 166.041(4)(c)3; and

WHEREAS, the City deems it in the best interest of its citizens to have one place in the code section for registration of vacant structures and foreclosed, blighted, unsecured, or abandoned structures.

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

Section I. The certain portions of the City of Palatka Municipal Code designated as Sec. 30-214 and Sec. 30-215 are hereby amended as follows:

Section II. Appendix A, Chapter 34. Fire Prevention and Protection, Chapter 46 Offenses and Miscellaneous Provisions, Chapter 50. Parks And Recreation, Chapter 82. Traffic and Vehicles, Chapter 86. Utilities, and Chapter 95. Administrative Fees shall be and the same is hereby amended to read as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section III. All ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section III. If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

Section IV. This Ordinance shall take effect upon its passage as provided by law.

Section V. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

Section VI. SCRIVENER'S ERRORS: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 10th day of September, 202.

PASSED AND ADOPTED on the second reading by the City Commission of the City of Palatka, Florida, this 25th day of September 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

_____

CITY ATTORNEY

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

APPENDIX A FEE SCHEDULE

The various fees and charges referred to in the Code are set out in the following schedule:

Chapter 1. General Provisions

§ 1-11(a). Court costs assessment for use in law enforcement education and training programs $2.00

Chapter 10. Alcoholic Beverages

§ 10-1. Alcoholic beverages, scope and applicability.

(a) Alcohol beverage license administrative review fee $100.00

(Ord. No. 14-25, § III, 9-25-2014; Ord. No. 2024-10, § II(Exh. A), 9-30-2024)

Chapter 14. Animals

§ 14-12. Fees for redemption of impounded cats or dogs in heat (estrus) to be charged in addition to the per day impoundment fees under subsection 14-96(a) $65.00

§ 14-67. Annual fee for certification of registration for a dog classified as dangerous, $250.00

§ 14-96. Impoundment and redemption fees.

(a) *Impoundment.* A fee of $10.00 shall be charged to the owner for each day, or fraction thereof, of impoundment, for feeding and caring for such animal. The city manager shall have the discretion to waive any portion or all of the impoundment fee if the animal would otherwise be destroyed.

(b) *Redemption from impoundment.*

(1) First redemption by the owner within calendar year $25.00

(2) Second redemption by the owner within calendar year $45.00

(3) Each redemption by the owner thereafter within calendar year $65.00

§ 14-97. Deposit for redemption of unvaccinated animal $30.00

(Ord. No. 14-25, § III, 9-25-2014)

§ 14-98. Adoption fee for impounded animal redeemed by person other than owner, when animal already sterilized and vaccinated $20.00

§ 14-121. Redemption Fees for quarantine of rabid animal (bite cases) to be charged in addition to the per day impoundment fees under subsection 14-96(a):

(a) Redemption from impoundment to quarantine (first offense) $25.00

(b) Redemption from impoundment to quarantine (second and subsequent offenses) $50.00

(Ord. No. 98-27, § 1, 12-15-1998; Ord. No. 10-33, § 8, 12-9-2010)

Chapter 18. Buildings and Building Regulations

§§ 18-268 through 18-348. Reserved.

Editor's note(s)—Ord. No. 2023-21, § IV(Exh. A), adopted Sept. 28, 2023, repealed §§ 18-268—18-348, which pertained to Buildings and Building Regulations fees and derived from (Ord. No. 07-11, § I, adopted May 24, 2007; Ord. No. 13-41, § I, adopted Sept. 26, 2013; Ord. No. 14-28, § 20, adopted Oct 23, 2014.

Chapter 22. Cemeteries

§ 22-4. Prices for lots and permits in city cemeteries:

(1) Adult lot (5 ft. × 10 ft.) $750.00*/**

(2) Infant or cremains-only lot (2.5 ft. × 5 ft.) $375.00*/**

(3) Burial permit $150.00***

(4) Burial permit when permit is not obtained prior to burial $300.00****

(5) Site marking fee $25.00

(6) Monument fee $25.00

(7) Document and administration fee $70.00

* Plus applicable doc stamps and recording fees, to be collected at time of lot sale.

** Cremains may be interred in an adult or infant lot or cremains-only lot, or in an existing adult or infant gravesite at the head or foot of the casket, or in addition to an existing urn in a cremains-only lot.

*** All burial permit requests shall be made at least one full business day prior to burial preparation during regular cemetery office hours.

**** Fee may be reduced by the city manager in emergency situations.

(Ord. No. 07-17, § II, 9-28-2007; Ord. No. 13-41, § II, 9-26-2013; Ord. No. 07-17, § II, 9-28-2007; Ord. No. 13-41, § II, 9-26-2013; Ord. No. 14-17, § 3, 7-10-2014; Ord. No. 15-38, § VII, 10-22-2015; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

Chapter 34. Fire Prevention and Protection

Value of construction for permits will be determined by the most recent publishing of the ICC Building Valuation Data, which estimates per square foot value according to the type of construction and building use. Building use shall be based on the predominant occupancy classification for the majority of the structure per floor.

Fire Prevention Building Permit Fees	
New construction and major renovation value of the predominate occupancy classification, multiplied by the total square footage of the structure under the roof, multiplied by 0.15% (min. fee $100.00) This includes all applicable fire safety inspections necessary for completion of project (Reinspection fees below)	Includes alarm sprinkler system, fire flow water systems and hood suppression systems on the project. Unless submitted as separate permits. Applied to new construction and major renovation of stand-alone primary use structures of a commercial nature. Included are apartments, condominiums, resorts, stores, offices, restaurants, and industrial occupancies.
Minor renovations and change use value of the actual work being done, multiplied by 0.15% (Min. fee $100.00) This includes all applicable fire safety inspections	Includes alarm, sprinkler system, fire flow water systems and hood suppression systems on the project. Unless submitted as separate permits. Applied to minor renovations and change of use of

necessary for completion of project. (Reinspection fees below)	structures of a commercial nature. Included are apartments, condominiums, resorts, stores, offices, restaurants, and industrial occupancies.
Fire Prevention Reinspection Fees	
First reinspection	$ 50.00
Second reinspection	$ 80.00
Additional reinspection	$100.00
Nuisance alarm fee (more than two calls, same issue, within 12 months)	$150.00
Fire Prevention Stand-Alone Permits	
Fire alarm permit—FACP and up to 20 devices (incl. two site inspections)	$100.00
Additional devices over 20	$1.50/device
Reinspection fees shall be accrued according to the reinspection section of this schedule where the inspections exceed the two-trip limits	
Fire sprinkler system permit (incl. three site inspections for a single riser and up to 50 heads)	$125.00
Additional sprinkler heads	$1.00 (per sprinkler head)
Additional sprinkler risers	$50.00 (per sprinkler riser)
Reinspection fees shall be accrued according to the reinspection section of this schedule where the inspections exceed the three-trip limits.	
Hood and suppression system (incl. two site inspections)	$100.00 (per hood)
Reinspection fees shall be accrued according to the reinspection section of this schedule where the inspections exceed the three-trip limits.	
Gas/fuel systems (incl. three site visits and up to five gas convenience outlets)	$100.00
Additional gas convenience outlet	$10.00 (per outlet over five)
Eight or more outlets may require an emergency management review based on location	$50.00
Reinspection fees shall be accrued according to the reinspection section this schedule where the inspections exceed the three-trip limits.	
Underground fire line inspection	$50.00
Fire pump inspections	$50.00
Special Permits (All Include 1 Site Visit Where Applicable)	
Sign permits	$50.00
Tents and membrane structures	$50.00
Fireworks sales (temporary)	$50.00
Fireworks sales (wholesale or retail)	$50.00/year
Fireworks displays	$50.00 + stand-by fee
Fire stand-by fee*	$75.00 + $50.00/hr. (two-hour min.)
Explosives (blasting operations)	$50.00/event

Explosives (blasting operations) annual	$250.00/year
Explosives (manufacture, sale, storage)	$50.00/year
Mobile food service vendors	$50.00/event
Mobile food service vendors	$250.00/year
* Fire stand-by fee includes one engine and two firefighter II personnel. Stand-by time for calculating purposes includes 30 minutes prior to and 30 minutes after the event for set-up and break-down time.	

(Ord. No. 19-06, § I(Exh. 1), 2-14-2019; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

Chapter 46. Offenses and Miscellaneous Provisions

§ 46-163. Fee for redemption of abandoned shopping cart impounded by city.

(a) Redemption fee under section 46-163(a): $10.00 for each cart to cover minimal retrieval cost and, in addition thereto, $0.50 per day for storage for each cart.

(b) Redemption fee under section 46-163(b): $10.00.

§ 46-191. School Zone Safety

(a) Citation fee - $100.00

(b) Administrative hearing cost if found guilty of offense $100.00

(c) Cancellation of hearing fee - $50.00

(d) Uniform Traffic Citation fee - $303.00 - Fee when violator fails to pay the citation and the citation is turned into a uniform traffic citation. Violator pays $100.00 citation cost and a $203.00 admin fee to the Clerk of the Court.

Chapter 50. Parks and Recreation

§ 50-150. Special permits—Fees.

a. Park permits—See section 50-281, special events schedule of fees.

b. Rentals (all rental fees include tax).

i. Booker Park Pavilion and kitchen (hours of operation 9:00 a.m.—~~8:30~~6:00 p.m.)**

1. Full day $250.00**

2. +Requires, cleaning fee minimum $50.00

ii. ~~Price Martin Community~~ Center (hours of operation 9:00 a.m.—~~10:30~~10:00 p.m.)**

1. Per hour $~~60.00~~70.00* 3 hour minimum required.

2. ~~Full day$450.00**+~~

3. +Requires, cleaning fee minimum $50.00

iii. Bronson House (hours of operation 9:00 a.m. - 10:00 p.m.)***

1. Per hour $100.00*
2. Full day $800.00***
3. +Requires, cleaning fee minimum $75.00

iv. Any park gazebo, picnic pavilion or open space, rental only (hours of facility rental operation 8:00 a.m. - 6:00 p.m.)*

1. Per hour $20.00
2. Full day $150.00
3. +Requires, cleaning fee minimum $25.00

v. Forrester, Fred Green and Shaw Buck Ballfields (hours of operation 9:00 a.m. - .8:30 p.m.

1. Monday—Friday per day $75.00*
2. Saturday, Sunday $150.00*
3. +Requires, cleaning fee minimum $25.00

vi. ~~River Center (hours of operation 9:00 a.m.—10:30 p.m.)**~~

~~1. Meeting room, per hour$40.00*~~

~~2. Building and roof, per hour (not to include lobby during operating hours)$100.00**~~

~~3. Rooftop, per hour (not to include lobby during operating hours)$50.00**~~

~~4. Building and roof, full day (not to include lobby during operating hours)$650.00**~~

~~5. +Requires, cleaning fee minimum$50.00~~

vii. Jenkins Community Center (hours of operation 9:00 a.m.—~~10:30~~10:00 p.m.)

1. Multipurpose room, per hour $60.00 3 hour minimum required.
2. ~~Multipurpose room, full day$450.00**~~

* Requires $50.00 deposit.

** Requires $250.00 deposit

***Requires $300.00 deposit

+Requires $50.00 cleaning fee minimum

++ Early access rate is $25.00 per hour maximum of two hours

In the event additional treatment, excessive cleaning, facility tables and chairs are not broken down and put up and/or damage repairs are required to return the facility to its operating opening state, an additional fee will be assessed prior to release of the deposit. Additional fee for cleaning services would be $25.00/hr.

The City of Palatka reserves the right upon review to require the presence of one or more police officers at a cost of $~~34.00~~ $45.00 an hour per officer during any event.

(Ord. No. 13-41, § III, 9-26-2013; Ord. No. 14-25, § IV, 9-25-2014; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 21-32, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023; Ord. No. 2024-10, § II(Exh. A), 9-30-2024)

§ 50-281. Division 4—Special events schedule of fees.

Attendance is based upon historical data. In a case where no historical data is available, the minimum fee shall be based on the lowest per day fee. Attendance formula means the total attendance divided by the number of days of operation.

Permit fees—Per day:

Attendance Rate	Permit Fee
"Class A" permit fee per day attendance of 5'000 plus	~~400.00~~$500.00
"Class B" permit fee per day attendance of 1'001 to 5,000	~~300.0~~$400.00
"Class C" permit fee attendance of 101 to 1,000	~~100.00~~ $200.00
"Class D" permit fee attendance of 10 to 100	~~$50.00~~$100.00

Note: School district events occurring on school district property are exempt from application fees but not from fees for service.

Daily fees for special events with an estimated attendance of more than 30,000 for any one day shall be set by the city commission.

Fees for services provided by city personnel:

The following fees are for police and fire personnel, and the building inspector assigned to special duty to provide security services for all special events:

Police personnel	$45.00 per hour (two-hour minimum)
Fire personnel	$45.00 per hour (two-hour minimum)
Building inspector	$45.00 per hour (two-hour minimum)
Public works personnel	$45.00 per hour (two-hour minimum)
Community affairs personnel	$45.00 per hour (two-hour minimum)

(Ord. No. 03-23, Art. IV, 10-23-2003; Ord. No. 13-41, § III, 9-26-2013; Ord. No. 14-02, § II(Exh. B), 1-9-2014; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 21-32, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022)

Chapter 54. Planning

§ 54-78. Historic districts.

(a) Historic district certificate of appropriateness $350.00

(b) Historic district certificate of appropriateness (after the fact) $500.00

(c) Historic district certificate of appropriateness (administrative review) $50.00

(d) Historic district creation/expansion No fee

(Ord. No. 14-25, § VI, 9-25-2014; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2024-10, § II(Exh. A), 9-30-2024)

Chapter 62. Signs

§ 62-49. Sign permit fees.

(a) Cost valuation with minimum permit fee of $100.00

(b) Additional fees include: Plan review and any additional required inspections (i.e. footing and electrical)

(c) An electrical permit will be required if illuminated

(Ord. No. 07-11, § I, 5-24-2007; Ord. No. 13-41, § IV, 9-26-2013; Ord. No. 2024-10, § II(Exh. A), 9-30-2024)

Chapter 66. Solid Waste

§ 66-2. Residential container(s):

(1) The deposit is the amount as defined in section 86-312 of appendix "A" shall apply.

(2) Residential container replacement fee for damaged or stolen cans $90.00

(3) Extra residential container fee $90.00

(Ord. No. 13-41, § V(1), 9-26-2013; Ord. No. 17-21, § III, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 21-23, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022)

§ 66-3(b). Commercial and non-residential garbage containers:

Commercial and nonresidential container fee*:

(1) ½ yard $90.00

(2) 1-yard $470.00

(3) 2-yard $595.00

(4) 4-yard $775.00

(5) 6-yard $1,015.00

(6) 8-yard $1,160.00

(7) Special container fee for containers with a different configuration from normal top load containers shall be at cost.

(8) Special use container(s) service fee $165.00

* Fee shall be assessed upon creation of a new commercial or nonresidential account and upon replacement of container(s) unless the account is less than six months old.

Fee for picking up and cleaning garbage containers Actual cost

(Ord. No. 17-21, § III, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 21-32, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022)

§ 66-4. Bulk waste items.

(a) Bulk waste collection under two cubic yards, per cubic yard, per pickup $20.17

(b) For each bulk waste collection equal to or greater than two cubic yards, per cubic yard, per pickup $34.50

(Ord. No. 17-21, § III, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 21-32, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

§ 66-9. Garbage collection rates.

(a) For each residence, apartment or other single-family dwelling unit $27.10

(b) For each commercial enterprise or business establishment and any building or occupancy other than single-family, per cubic yard per pickup $6.93

(Ord. No. 02-12, § 1, 9-26-2002; Ord. No. 04-30, § 1, 9-23-2004; Ord. No. 06-41, § 1, 10-1-2006; Ord. No. 08-09, § 1, 9-25-2008; Ord. No. 11-46, § 1, 9-22-2011; Ord. No. 13-41, § V(1), 9-26-2013; Ord. No. 13-41, § V(2), 9-26-2013; Ord. No. 14-25, § VII, 9-25-2014; Ord. No. 16-45, § I, 10-13-2016; Ord. No. 17-21, § III, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 21-32, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

Chapter 70. Streets, Sidewalks and Other Public Places

§ 70-31(c). Permit fee for placing wares/items on sidewalk in DB and DR zoning districts$25.00

(Ord. No. 10-31, § 7, 10-28-2010)

§ 70-101(a). Use of Docking Facilities Charges For Services

	Transient Daily Rate	Transient Half Day Rate		Transient Weekly⁄	Electric Per Day*		Pump Out	Water	Check Out	
		Tues—Thur	Fri—Mon		110a	30/50			Time	Late/ hour**
Up to 34 feet	$30.00	$10.00	$15.00	$180.00	$5.00	$10.00	$10.00	$0.00	11:00 a.m.	$10.00
Over 34 feet	$1.00/ foot	$0.5/foot	$0.5/foot	$200.00	$5.00	$10.00	$10.00	$0.00	11:00 a.m.	$10.00
No dockage							$20.00	$10.00		

* Same rate or full or half day

** Maximum late fee/day $30.00 or $1.00/foot > 34 feet

⁄ Consecutive seven days / 1

Exceptions/Exclusions

- Flexible rates / group rates
- Events hosted in City of Palatka and Riverfront Area
- Events hosted by or on POA by PBM or approved by PBM
- Allowed to be adjusted for group booking of four or more by Palatka Boathouse Marina (PBM) at PBM's discretion
- Special events rates to be adjusted up or down based on demand by PBM at PBM's discretion

(Ord. No. 2024-04, § I(Exh. A), 5-23-2024)

Chapter 74. Subdivisions

Fee Schedule:

(a) Street vacation/abandonment $750.00

(b) Subdivision Development Plan or Preliminary Plat review $1,000.00

(c) Final plat base fee $1,000.00

(d) Fee for filing final plat (for each lot contained in the subdivision) $5.25

(e) Lot split $250.00

(f) Developer agreement, including PUD $2,000.00

(Ord. No. 13-41, § VI, 9-26-2013; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 21-32, I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023; Ord. No. 2024-10, § II(Exh. A), 9-30-2024)

Chapter 78. Taxation

§ 78-165. Transfer of business tax.

(a) Transfer on sale of business or transfer from one location to another location: Ten percent of the annual business tax receipt fee, but not less than $10.00 or more than $75.00.

(Ord. No. 13-17, § 3, 9-26-2013; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

§ 78-170. Business tax schedule.

(a) An initial registration fee shall be charged per applicant $50.00

(b) The following categories and tax amounts are provided:

Arts and Entertainment (Examples include art galleries, carnival, sporting venues, theatre) $250.00

Coin, slug or card operated machines, other than Electronic Gaming Establishments, per machine $8.00

Industrial (Examples include manufacturers, concrete plant, foundry, sawmill, packing house) $60.00

Medical (Examples include ambulance service, medical practitioners, hospital, nursing home) $160.00

Professional (Examples include attorney, insurances, funeral, tax preparer, engineer) $60.00

Retail (Examples include fueling stations, auto dealers, merchandise sales, florist, general store) $115.00

Service (Examples include salon, storage, lawn maintenance, shipping) $50.00

Trades (Examples include plumber, painter, hauling, building contractor, signs) $50.00

Utility (Examples include power agency, gas plant, railroad, cable, telephone) $350.00

Any business, profession, industry, or occupation not covered in this schedule $50.00

(Ord. No. 00-14, § 1, 6-29-2000; Ord. No. 07-11, § I, 5-24-2007; Ord. No. 13-17, § 3, 9-26-2013; Ord. No. 16-44, § 1, 10-13-2016; Ord. No. 21-32, I(Att.), 9-23-2021; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023; Ord. No. 2024-10, § II(Exh. A), 9-30-2024)

Editor's note(s)—Ord. No. 2023-21, § IV(Exh. A), adopted Sept. 28, 2023, repealed §§ 78-202 and 78-203, which pertained to business tax on coin-operated machines generally and business tax on coin-operated machines

when owner operates own machines on own premises, respectively, and derived from Ord. No. 13-17, § 3, adopted Sept. 26, 2013.

Chapter 82. Traffic and Vehicles

§ 82-86. Truck Route Violations.

(c) Citation fee $100.00.

(d) Administrative hearing cost if found guilty of offense $100.00

(Ord. No. 03-09, § 1, 4-10-2003)

Chapter 86. Utilities

§ 86-215. Discharge of contents of septic tanks into sewer system.

(c) Fees: Septic dumping charge: $0.10 per gallon, payable at time of service.

(Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 21-32, I(Att.), 9-23-2021)

§ 86-285. Miscellaneous fees.

(a) Late payment fee (assessed after 20 days): $5.00 or 1.5%, whichever is greater.

(b) Next business day reconnection fee when services have been suspended or disconnected for nonpayment during normal hours of operation (Monday through Friday, 8:00 a.m.—3:30 p.m., excluding holidays) $40.00

(c) Reconnection fee when services have been suspended or disconnected for nonpayment, when such reconnection is requested for the same day $50.00

Weekends, holidays, or after normal hours of operation $60.00

(d) Trip fee: In lieu of disconnection $35.00

Additional trip for turn on and testing $35.00

(e) Turn on fee: During normal hour of operation $35.00

After normal business hours $85.00

(f) Temporary on/off:

Next day (turn off) $25.00

Next day (turn on) $35.00

Same day (turn off) $45.00

Same day (turn on) $55.00

After hours (turn off) $85.00

After hours (turn on) $85.00

(g) Transfer of service (change of account/service is not interrupted) $35.00

(h) Fire flow test: Copies of existing fire flow tests conducted within the last three years and within 1,000 linear feet within the project site are provided for free. If a new fire flow test is requested the fee is $250.00.

(i) Meter accuracy test: First test is free, subsequent tests within 12 months are $65.00 for meters up to two inches in size. Meters larger than two inches will be charged actual cost of accuracy test.

(j) Repair fee (8:30 a.m.—4:00 p.m.): $85.00 (1 man); and $120.00 (2 men).

Repair fee after hours: $120.00 (1 man); and $180.00 (2 men).

(k) Leak adjustment: The Palatka Gas Authority is hereby authorized to adjust water bills resulting from involuntary use of water due to leaks in water service lines or detective plumbing issues. Additional approval by two City of Palatka officials is required for any adjustments over $300.00. Unusually high-water usage is defined where the customer's bill exceeds the average monthly consumption for the previous 12 months by a minimum of 10,000 gallons.

Customers who experience unusually high-water usage with a corresponding spike in their monthly water bill may be considered for a billing adjustment after completing the appropriate form titled "Leak Adjustment Request Form" within 30 days after (1) notification of possible leak concern by Palatka Gas Authority OR (2) the customer has detected an issue and has repaired it. An Adjustment is available no more than once in a 12-month period per customer account. All customers requesting a billing adjustment are required to be current on all accounts.

To apply for an adjustment, the customer must submit a copy of the repair invoice/payment receipt from company performing the work. The repair invoice/payment receipt should include the address, date and nature of the work. If self-repaired, the customer must provide a brief written explanation of the repairs performed and provide copies of invoice/receipt for repair parts. If repairs have not been completed, no adjustment will be made. The customer's prior average consumption usage over a period of 12 months will be compared to customer's usage during the unexplained high-water usage period to determine excessive water usage to be adjusted. For customers with less than 12 months' water usage, staff will extrapolate 12 months of usage. The adjustment will be applied to the unusually high usage period. Residential accounts calculation for water adjustment will be total consumption during unusually high periods, multiplied by the average consumption billing tier rate. Nonresidential, construction and irrigation accounts calculation for water adjustment shall be 50 percent of the difference between consumption usage during the unexplained high water usage period and the customers prior average consumption. Residential calculation for sewer adjustment will be either the difference between the customer's unusually high period and the average usage multiplied by the average billing tier rate or forgiveness of all consumption over average if documentation is provided the water did not enter the sewer system. Nonresidential, construction and irrigation accounts calculation for sewer adjustment shall be 50 percent of the difference between consumption usage during the unexplained high water usage period and customers prior average consumption or forgiveness of all consumption over average if documentation is provided the water did not enter the sewer system. Adjustments shall not exceed a 12-month period without city commission approval.

(l) Back-flow installation fee: At cost

(m) Back-flow inspection fee: At cost

(n) Water tanker fill-up fee $50.00 per trip and per 1,000 gallons (nonresidential).

(o) Pool fill-up fee $30.00 fee and per 1,000 gallons (nonresidential) water only.

(Ord. No. 07-18, § 1, 9-27-2007; Ord. No. 10-03, § 1, 2-11-2010; Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 17-21, § IV, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 21-32, I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023; Ord. No. 2024-01, § I(Exh. A), 3-28-2024)

Water Rates and Charges

§ 86-311. New water connections.

(a) *Connection fee.* All persons desiring new water service connections shall pay the following fee for the type of service desired:

(1) Three-quarter-inch tap or less $1,000.00

(2) One-inch tap $1,500.00

(3) Two-inch tap $3,000.00

(4) Tap larger than two inches: Actual cost: Tap will be made by certified contractors at their expense. Meter shall meet city specifications.

(b) *Reserved.*

(c) *Line charge.* The line charge shall be in the amount of actual cost incurred by the city in the installation of such line.

(Ord. No. 07-11, § I, 5-24-2007; Ord. No. 07-23, § 8.12, 12-17-2007; Ord. No. 12-40, § 1b., 9-27-2012; Ord. No. 18-07, § I (Exh. 1), 9-27-2018; Ord. No. 2022-23, § I(Att.), 9-22-2022)

§ 86-312. Utility deposit and miscellaneous fees.

(1) *Residential service:*

a. Inside city—minimum $245.00*

Inside city—maximum $360.00*

b. Outside city—minimum $265.00*

Outside city—maximum $385.00*

** Applicants for any utility service may satisfy the deposit requirement by producing a letter of referral from another utility that confirms that the customer has established a good payment record. In general, such referral letters should be received prior to the date when service is requested to begin.

*** Refunds for any security deposits may be requested after 24 months of service, provided that a good payment record has been established. A good payment record would be: not more than one past due notice (penalty charges) in any 12-month period, no disconnection of service for non-payment, no dishonored checks, no evidence of tampering and no evidence of fraudulent use of the utilities system. The security deposit will be refunded through credit on the customer's utility account. If a customer's good payment record is not maintained after the refund of the deposit the customer will be required to reestablish a deposit at the current rate for a new account.

(2) *Nonresidential service:*

a. Three-quarter-inch connections—minimum: $375.00 or average of two and one-half months' estimated bills, whichever is greater*

Three-quarter-inch connections—maximum: Average of past four months' bills*

b. One inch or larger connections—minimum: Average of two and one-half months' estimated bills*

One inch or larger connections—maximum: Average of past four months' bills*

* If the current deposit on hand is below the maximum amount stated above and the account is suspended or disconnected for nonpayment, there shall be an additional charge equal to one-half of the past month’s bill added to the customer's account. This charge shall be applied to the deposit on hand until the deposit on hand reaches the maximum amount stated above.

** Applicants for any utility service may satisfy the deposit requirement by producing a letter of referral from another utility that confirms that the customer has established a good payment record. In general, such referral letters should be received prior to the date when service is requested to begin.

*** Refunds for any security deposits may be requested after 24 months of service, provided that a good payment record has been established. A good payment record would be: not more than one past due notice (penalty charges) in any 12-month period, no disconnection of service for non-payment, no dishonored checks, no evidence of tampering and no evidence of fraudulent use of the utilities system. The security deposit will be refunded through credit on the customer's utility account. If a customer's good payment record is not maintained after the refund of the deposit the customer will be required to reestablish a deposit at the current rate for a new account.

(3) *Irrigation service:*

a. Inside city—Minimum: $185.00 or average of two and one-half months' estimated bills, whichever is greater*

Inside city—Maximum: Average of past four months' bills*

b. Outside city—Minimum: $250.00 or average of two and one-half months' estimated bills, whichever is greater*

Outside city—Maximum: Average of past four months' bills*

* If the current deposit on hand is below the maximum amount stated above and the account is suspended or disconnected for nonpayment, there shall be an additional charge equal to one-half of the past month’s bill added to the customer's account. This charge shall be applied to the deposit on hand until the deposit on hand reaches the maximum amount stated above.

** Applicants for any utility service may satisfy the deposit requirement by producing a letter of referral from another utility that confirms that the customer has established a good payment record. In general, such referral letters should be received prior to the date when service is requested to begin.

*** Refunds for any security deposits may be requested after 24 months of service, provided that a good payment record has been established. A good payment record would be; not more than one past due notice (penalty charges) in any 12-month period, no disconnection of service for non-payment, no dishonored checks, no evidence of tampering and no evidence of fraudulent use of the utilities system. The security deposit will be refunded through credit on the customer's utility account. If a customer's good payment record is not maintained after the refund of the deposit the customer will be required to reestablish a deposit at the current rate for a new account.

(4) *Construction service:*

a. Inside city—Minimum: $105.00 or average of two and one-half months' estimated bills, whichever is greater*

Inside city—Maximum: Average of past four months' bills*

b. Outside city—Minimum: $135.00 or average of two and one-months' estimated bills, whichever is greater*

Outside city—Maximum: Average of past four months' bills*

(5) *Meter accuracy tests:*

a. Meters up to two inches, first test is free, and subsequent tests within 12 months are $50.00.

b. Meters larger than two inches will be charged to the actual cost of accuracy test.

(Ord. No. 07-18, § 2, 9-27-2007; Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 17-21, § IV, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 21-32, § I(Att.), 9-23-2021; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023; Ord. No. 2024-01, § I(Exh. A), 3-28-2024)

§ 86-314. Water rates inside city limits.

(a) *Schedule:*

Base Facility Charge	Fee
Individually Metered Residential Accounts (per meter regardless of meter size)	$~~34.34~~35.71
Master-Metered Residential Accounts	$~~28.29~~29.42
⅝", ¾" and 1" Nonresidential	$~~35.34~~36.75
1½" Nonresidential	$~~101.34~~105.39
2" Nonresidential	$~~102.52~~106.62
3" Nonresidential	$~~388.17~~403.70
4" Nonresidential	$~~565.63~~588.25
6" Nonresidential	$~~742.38~~772.07
8" Nonresidential	$~~1,025.20~~1,066.20
10" Nonresidential	$~~1,308.02~~1,360.34
* Fire suppression services to be billed single base facility charge over a 12-month period per tap size.	
* Separate irrigation and construction meters to be charged base facility charge per meter size per month.	
* Compound metered accounts shall pay one base facility charge per largest water meter size.	

Usage Charges (in 1,000 gallons)				
	Tier 1	Tier 2	Tier 3	Tier 4
Individually and Master-Metered Residential Accounts Per dwelling unit Rate per 1,000 gallons	0—4,000 $~~1.62~~1.68	4,001—8,000 $~~2.71~~2.82	8,001—12,000 $~~5.41~~5.63	12,000+ $~~10.79~~11.22
Nonresidential Accounts Per meter Rate per 1,000 gallons	All use $~~3.33~~3.46			
Separate Irrigation and Construction Only Meters/Accounts	0—12,000 $~~5.41~~5.63	12,000+ $~~10.79~~11.22		

Per meter Rate per 1,000 gallons				

All rates are figured per 1,000 gallons.

(Ord. No. 98-18, § 1, 9-24-1998; Ord. No. 99-14, § 1, 9-23-1999; Ord. No. 00-23, § 1, 9-28-2000; Ord. No. 01-30, § 1, 9-27-2001; Ord. No. 02-10, § 1, 9-26-2002; Ord. No. 04-28, § 1, 9-23-2004; Ord. No. 06-39, § 1, 9-28-2006; Ord. No. 07-15, § 1, 9-27-2007; Ord. No. 09-44, § 1, 9-24-2009; Ord. No. 11-45, § 1, 9-22-2011; Ord. No. 12-40, § 1c., 9-27-2012; Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 15-31, § I, 10-8-2015; Ord. No. 16-45, § II, 10-13-2016; Ord. No. 17-21, § IV, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 20-09, § II(Exh. 1), 11-5-2020; Ord. No. 21-32, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

§ 86-315. Water rates outside city limits.

(a) *Schedule:*

Base Facility Charge	Fee
Individually Metered Residential Accounts (per meter regardless of meter size)	$~~53.02~~55.13
Master-Metered Residential Accounts	$~~42.43~~44.13
⅝", ¾" and 1" Nonresidential	$~~53.02~~55.13
1½" Nonresidential	$~~152.01~~158.09
2" Nonresidential	$~~153.78~~159.93
3" Nonresidential	$~~582.25~~605.55
4" Nonresidential	$~~848.45~~882.38
6" Nonresidential	$~~1,113.57~~1,158.11
8" Nonresidential	$~~1,537.80~~1,599.31
10" Nonresidential	$~~1,962.03~~2,040.51
* Fire suppression services to be billed single base facility charge over a 12-month period per tap size.	
* Separate irrigation and construction meters to be charged base facility charge per meter size per month.	
* Compound metered accounts shall pay one base facility charge per largest water meter size.	

Usage Charges (in 1,000 gallons)				
	Tier 1	Tier 2	Tier 3	Tier 4
Individually and Master-Metered Residential Accounts Per dwelling unit Rate per 1,000 gallons	0—4,000 $~~5.01~~5.21	4,001—8,000 $~~4.07~~4.23	8,001—12,000 $~~8.12~~8.44	12,000+ $~~16.19~~16.84
Nonresidential Accounts Per meter Rate per 1,000 gallons	All use $~~5.01~~5.21			
Separate Irrigation and Construction Only Meters/Accounts Per meter Rate per 1,000 gallons	0—12,000 $~~8.12~~8.44	12,000+ $~~16.19~~16.84		

All rates are figured per 1,000 gallons.

(Ord. No. 99-14, § 2, 9-23-1999; Ord. No. 00-23, § 2, 9-28-2000; Ord. No. 01-30, § 2, 9-27-2001; Ord. No. 02-10, § 2, 9-26-2002; Ord. No. 04-28, § 2, 9-23-2004; Ord. No. 06-39, § 2, 9-28-2006; Ord. No. 07-15, § 2, 9-27-2007; Ord. No. 09-44, § 2, 9-24-2009; Ord. No. 11-45, § 2, 9-22-2011; Ord. No. 12-40, § 1d., 9-27-2012; Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 15-31, § I, 10-8-2015; Ord. No. 16-45, § II, 10-13-2016; Ord. No. 17-21, § IV, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 20-09, § II(Exh. 1), 11-5-2020; Ord. No. 21-23, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

Sewer Rates and Charges

§ 86-342. Sewer connection charges.

All persons desiring new sewer service connections to the city sewer mains shall pay to the city the following charges for sewer tap connections to all sewers, both main and lateral, of the city:

(1) *Connection fee.* $2,500.00

(2) *Line charge.* The line charge shall be equal to the actual cost to the city for installation of any sewer line necessary to connect the new service location to the existing city sewer, including installation of any necessary pumping station.

(3) *Reserved.*

(4) *Reserved.*

(5) *Reserved.*

(6) Fees incurred for work not covered above shall be determined by the utilities superintendent.

(Ord. No. 07-11, § I, 5-24-2007; Ord. No. 07-23, § 8.12, 11-15-2007; Ord. No. 17-21, § IV, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 2022-23, § I(Att.), 9-22-2022)

§ 86-343. Reconnection fee for sewer service customers outside city Actual cost

(Ord. No. 17-21, § IV, 9-28-2017)

§ 86-344. Sewer rates inside city limits.

(a) *Schedule:*

Base Facility Charge	Fee
Individually Metered Residential Accounts (per meter regardless of meter size)	$~~40.18~~41.79
Master-Metered Residential Accounts	$~~36.17~~37.62
⅝", ¾", and 1" Nonresidential	$~~64.28~~66.85
1½" Nonresidential	$~~84.68~~88.07
2" Nonresidential	$~~105.04~~109.24
3" Nonresidential	$~~360.20~~374.61
4" Nonresidential	$~~600.33~~624.34
6" Nonresidential	$~~673.85~~700.80
8" Nonresidential	$~~900.50~~936.52

10" Nonresidential	$~~1,350.75~~1,404.78
* Compound metered accounts shall pay one base facility charge per largest water meter size.	

Usage Charges (in 1,000 gallons)			
	Tier 1	Tier 2	Tier 3
Individually and Master-Metered Residential Accounts Per dwelling unit Rate per 1,000 gallons	 0—4,000 $~~1.96~~2.04	 4,001—14,000 $~~3.31~~3.44	 14,000+ N/A
Nonresidential Accounts Per meter Rate per 1,000 gallons	 All use $~~3.31~~3.44		

(b) *Outside individually and master-metered residential bill:* Usage of more than 14,000 gallons per month per dwelling unit shall not be billed.

(Ord. No. 99-15, § 1, 9-23-1999; Ord. No. 00-24, § 1, 9-28-2000; Ord. No. 01-31, § 1, 9-27-2001; Ord. No. 02-11, § 1, 9-26-2002; Ord. No. 04-29, § 1, 9-23-2004; Ord. No. 06-40, § 1, 9-28-2006; Ord. No. 07-16, § 1, 9-27-2007; Ord. No. 09-45, § 1, 9-24-2009; Ord. No. 12-41, § 1e., 9-27-2012; Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 15-31, § I, 10-8-2015; Ord. No. 16-45, § II, 10-13-2016; Ord. No. 17-21, § IV, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 21-23, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

§ 86-345. Sewer rates outside city limits.

(a) *Schedule:*

Base Facility Charge	Fee
Individually Metered Residential Accounts (per meter regardless of meter size)	$~~60.27~~62.68
Master-Metered Residential Accounts	$~~54.26~~56.43
⅝", ¾", and 1" Nonresidential	$~~96.43~~100.29
1½" Nonresidential	$~~127.01~~132.10
2" Nonresidential	$~~157.56~~163.86
3" Nonresidential	$~~540.30~~561.91
4" Nonresidential	$~~900.48~~936.52
6" Nonresidential	$~~1,010.77~~1,051.21
8" Nonresidential	$~~1,350.76~~1,404.78
10" Nonresidential	$~~2,026.11~~2,107.17
* Compound metered accounts shall pay one base facility charge per largest water meter size.	

Usage Charges (in 1,000 gallons)			
	Tier 1	Tier 2	Tier 3
Individually and Master-Metered Residential Accounts			

Per dwelling unit Rate per 1,000 gallons	0—4,000 $~~2.94~~3.06	4,001—14,000 $~~4.97~~5.17	14,000+ N/A
Nonresidential Accounts Per meter Rate per 1,000 gallons	 All use $~~4.94~~5.14		

(b) *Outside individually and master-metered residential bill:* Usage of more than 14,000 gallons per month per dwelling unit shall not be billed.

(Ord. No. 98-19, § 1, 9-24-1998; Ord. No. 99-15, § 2, 9-23-1999; Ord. No. 00-24, § 2, 9-28-2000; Ord. No. 01-31, § 2, 9-27-2001; Ord. No. 02-11, § 2, 9-26-2002; Ord. No. 04-29, § 2, 9-23-2004; Ord. No. 06-40, § 2, 9-28-2006; Ord. No. 07-16, § 2, 9-27-2007; Ord. No. 09-45, § 2, 9-24-2009; Ord. No. 12-41, § 1f., 9-27-2012; Ord. No. 13-41, § VII, 9-26-2013; Ord. No. 15-31, § I, 10-8-2015; Ord. No. 16-45, § II, 10-13-2016; Ord. No. 17-21, § IV, 9-28-2017; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 20-05, § 1(Exh. 1), 9-24-2020; Ord. No. 21-23, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023)

Chapter 90. Vehicles for Hire

§ 90-30. Application fee for taxicab company permit, annually $15.00

(Ord. No. 13-17, § 2, 3-28-2013; Ord. No. 14-25, § IX, 9-25-2014)

§ 90-72. Application fee for taxicab drivers permit, bi-annually $15.00

(Ord. No. 13-17, § 2, 3-28-2013; Ord. No. 14-25, § IX, 9-25-2014)

Chapter 94. Zoning

§ 94-39. Fee schedule for zoning actions.

(a) Annexation: $700.00, with a waiver allowed by the city manager with the written findings that the annexation will substantively and positively impact one or more of the following: utility system efficiency, utility system revenue enhancement, environmental protection, or fiscal relief.

(b) Small scale amendment, less than 50 acres $1,500.00

(c) Large scale amendment, 50 acres or greater $2,500.00

(d) Conditional use and variance:

Residential $1,000.00

Nonresidential $1,245.00

(e) Electronic gaming establishment, annual inspection, with possible additional charges not to exceed $1,000.00 to allow for third-party expert review of machines and software $500.00

(f) Outdoor sales administrative review $100.00

(g) Rezoning $1,565.00

Single lot residential rezoning $985.00

(h) Rezoning with a concurrent small-scale future land use map amendment, less than 50 acres $2,000.00

(i) Rezoning with a concurrent large-scale future land use map amendment, 50 acres or greater $2,500.00

(j) Rezoning, planned unit development $2,140.00

(k) Rezoning, planned unit development minor modification $400.00

(l) Rezoning, planned unit development major modification $1,440.00

(m) Fee for site clearing and/or tree removal/relocation permit $200.00

(n) Fee for site clearing and/or tree removal/relocation permit after the fact $500.00

(o) Appeal of staff decision $300.00

Concurrency certification, plus cost of traffic study if necessary $150.00

(p) Mobile food vendor, location regulations $50.00

(q) Development or site plan review, major $1,150.00

Stormwater Management Inspections, Commercial sites or Subdivisions larger than three lots, per inspection $300.00

Final Site Construction Inspection, per inspection $300.00

(r) Site plan review, minor (accessory building, single-family residential lot) $50.00

(s) Variance (residential) $450.00

(t) Variance (nonresidential) $550.00

(u) Variance (after the fact) $750.00

(v) Zoning/Municipal Code text change $450.00

(w) Zoning, Code Enforcement or Lien verification letter $65.00

(x) For land use, zoning and site plan applications, for each acre greater than ten acres $25.00

(y) Traffic impact study review Third party costs

(z) Comprehensive plan text amendment $2,300.00

(aa) Land development code amendment $1,200.00

(bb) Conceptual Plan Review $200.00

(cc) Staff review hourly rate (for items not listed) $50.00

(dd) Resubmittal fees: For Preliminary Plat/Subdivision Plan, Planned Unit Development, Amendment to Planned Unit Development, Change Determination, Development Plan, or Commercial/Multi-Family plans submitted through the commercial review process, a fee of ½ the original fee will be assessed on the third submittal

(ee) Processing and Distance Measurement $275.00

Processing and Distances applies to Medical Marijuana Dispensary, Electronic Gaming Establishment or Alcoholic Beverage License Review Applications

(ff) Refund Policy—Planning Department

1. Except as provided below, no refunds of application fees are permitted.

2. Comprehensive Plan Amendment Application Refund (both small and large scale) and Rezoning Application Refund—If the application is withdrawn at least THREE WEEKS prior to the published

advertisement for the first public hearing, the applicant shall be refunded half of the original fee paid at the time of application submittal. Applications withdrawn AFTER this time shall not receive a refund.

3. Small Scale Comprehensive Plan Amendments and Rezonings—Small Scale Comprehensive Plan Amendments and Rezoning shall be allowed ONE CONTINUANCE to the next available amendment cycle. If the applicant withdraws the amendment before adoption in the next cycle, no monies will be refunded. (Large Scale Comprehensive Plan Amendments shall not be allowed to continue to the next cycle - if they are withdrawn prior to adoption, the applicant will forfeit all fees.)

(Ord. No. 07-11, § I, 5-24-2007; Ord. No. 13-17, § 3, 3-28-2013; Ord. No. 13-41, § VIII, 9-26-2013; Ord. No. 14-25, § X, 9-25-2014; Ord. No. 16-44, § 2, 10-13-2016; Ord. No. 18-07, § I(Exh. 1), 9-27-2018; Ord. No. 19-16, § I(Exh. 1), 9-26-2019; Ord. No. 21-23, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022; Ord. No. 2023-21, § IV(Exh. A), 9-28-2023; Ord. No. 2024-10, § II(Exh. A), 9-30-2024)

§ 94-186(c)(5)c. Fee for site clearing and/or tree removal/relocation permit $30.00

(Ord. No. 07-11, § I, 5-24-2007)

Chapter 95. Administrative Fees

§ 95-1. Fee schedule for administrative processing actions.

(a) Inspections required by fire chief for business tax receipt, food trucks, change of use, miscellaneous $50.00 per hour

(b) Actions which require public hearing advertisements, such as annexations, land use and zoning changes, variances, conditional uses, etc., shall ~~also be charged for such advertisement$160.00~~ be paid by the applicant in full on a case-by-case basis

(Ord. No. 21-23, § I(Att.), 9-23-2021; Ord. No. 2022-23, § I(Att.), 9-22-2022)

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 2025-55" More specifically:

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE PALATKA MUNICIPAL CODE AND AMENDING APPENDIX A (FEE SCHEDULE) OF THE MUNICIPAL CODE OF THE CITY OF PALATKA AS IT PERTAINS TO FEES AND OTHER CHARGES RELATING TO: CHAPTER 34. FIRE PREVENTION AND PROTECTION, CHAPTER 46 OFFENSES AND MISCELLANEOUS PROVISIONS, CHAPTER 50. PARKS AND RECREATION, CHAPTER 82. TRAFFIC AND VEHICLES, CHAPTER 86. UTILITIES, AND CHAPTER 95. ADMINISTRATIVE FEES; PROVIDING FOR CONFLICT, SEVERABILITY, EFFECTIVE DATE, AND SCRIVENER'S ERRORS.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Palatka is of the view that a business impact estimate is not required by state law[1] 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): N/A

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. N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

4. Additional information the governing body deems useful (if any):

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: September 10, 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.

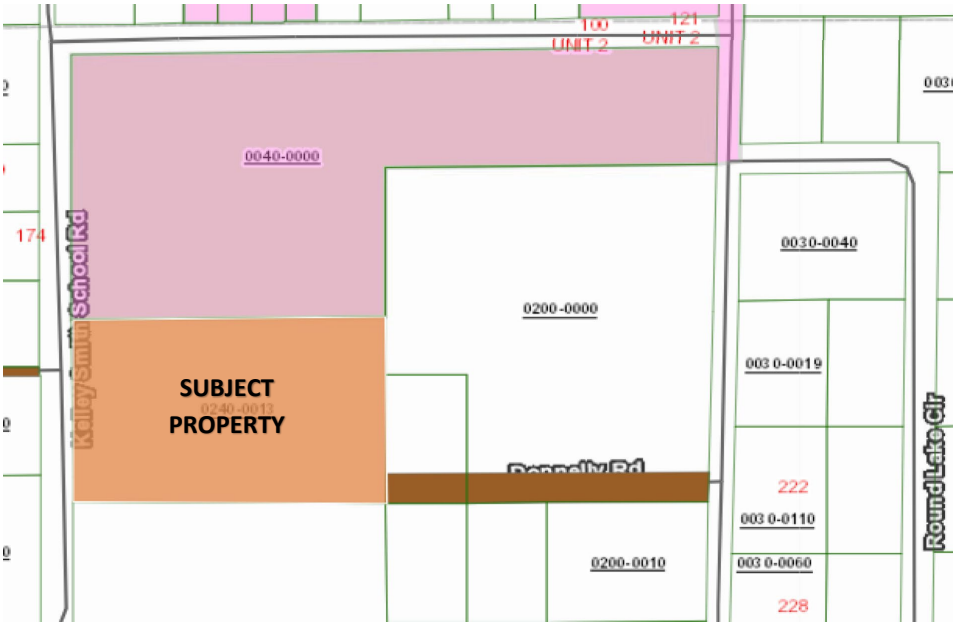


Figure 1: Subject site with City boundaries shown.

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

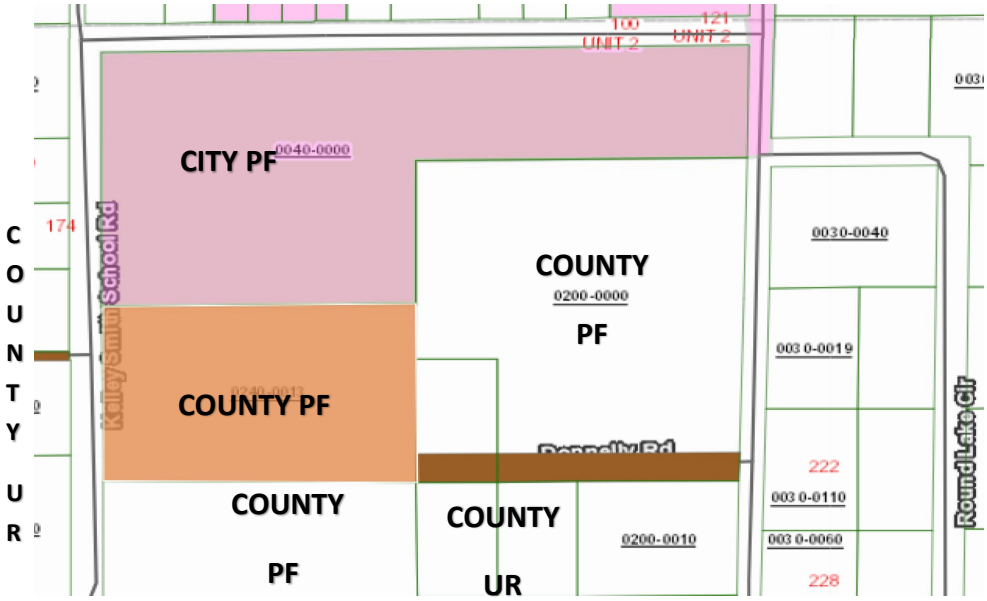


Figure 2: Current Future Land Use

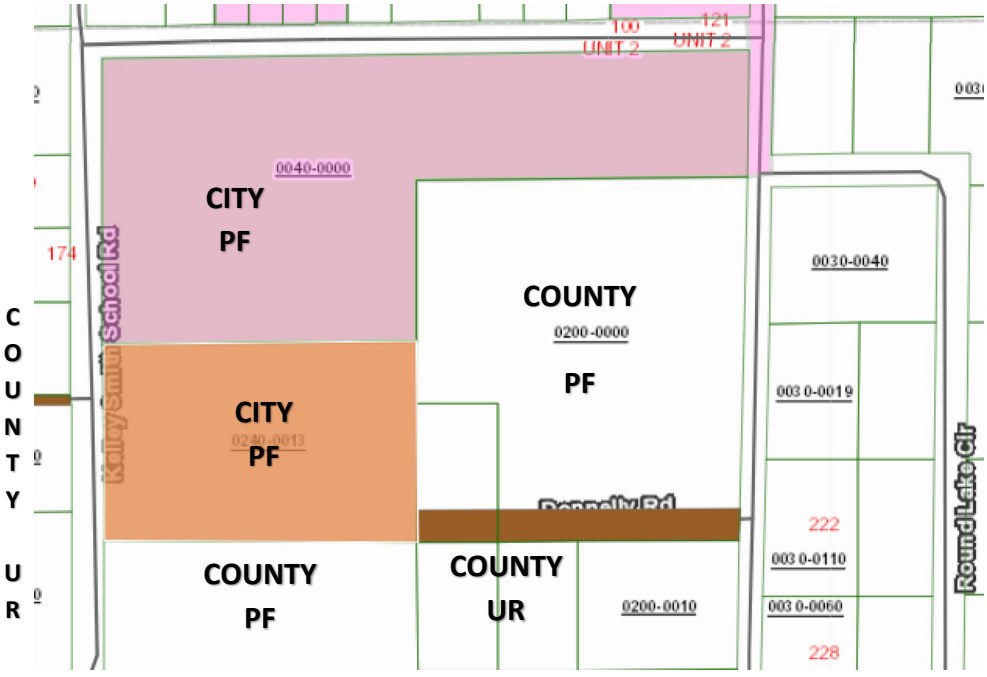


Figure 3: Proposed Future Land Use

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.

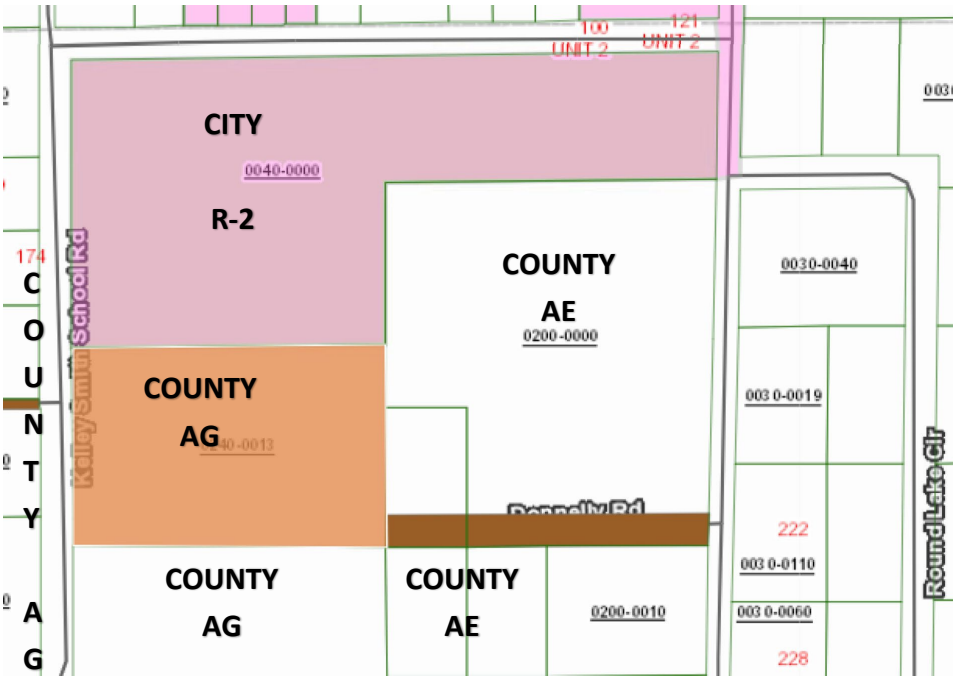


Figure 4: Current Zoning

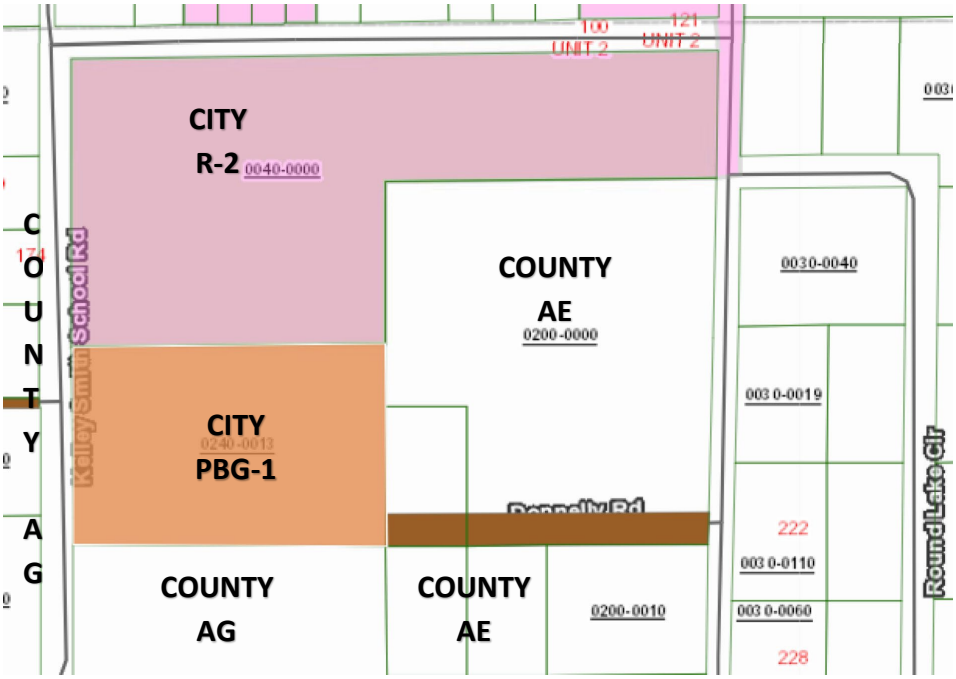


Figure 5; Proposed zoning

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:

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'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

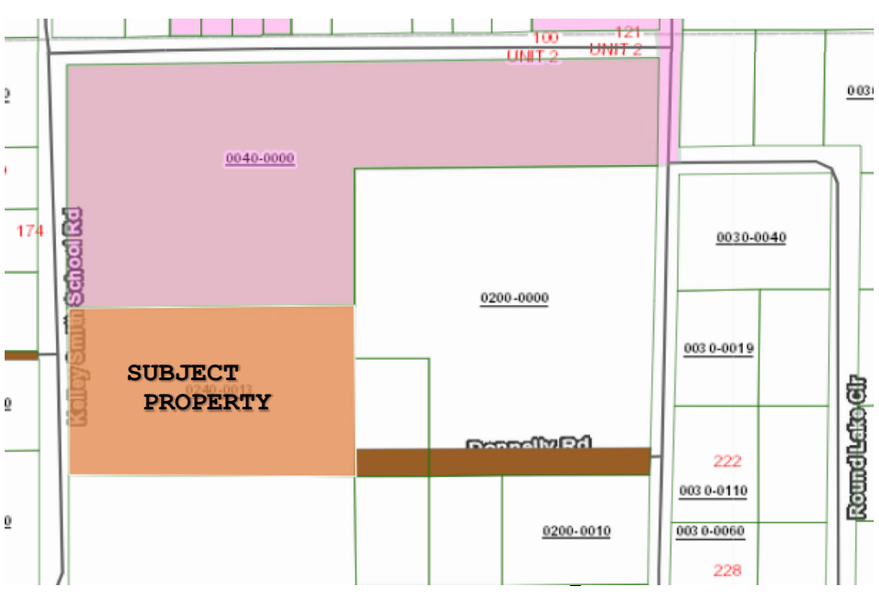
WHEREAS, the City Commission of the City of Palatka conducted public hearings on July 24th, 2025, and August 28th, 2025, and

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 law[1] 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
- ❑ Copy of Recorded Deed
- ❑ Legal Description
- ❑ Letter of Authorization
- ❑ Survey
- ❑ Site Map
- ❑ Project Narrative
- ❑ Site Plan (for planned development)
- ❑ Supplementary Information

Property Information

1. Property Address: NONE
2. Parcel Number: 16-10-26-0000-0240-0013
3. Parcel Dimensions: Approximately 413 ft x 632 ft (5.5 ACRES)
4. Current Property Use: VACANT
5. Current Future Land Use Map Designation: City: _____ County: PF
6. Proposed Future Land Use Map Designation (if applicable): City: _____ County: _____
7. Proposed Use: _____
8. Current Zoning Designation: AG Requested Zoning Designation: PBG-1
9. 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 Scots 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)

Notary Public State of Florida
Melanie A Bryan
My Commission HH 436514
Expires 8/22/2027

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

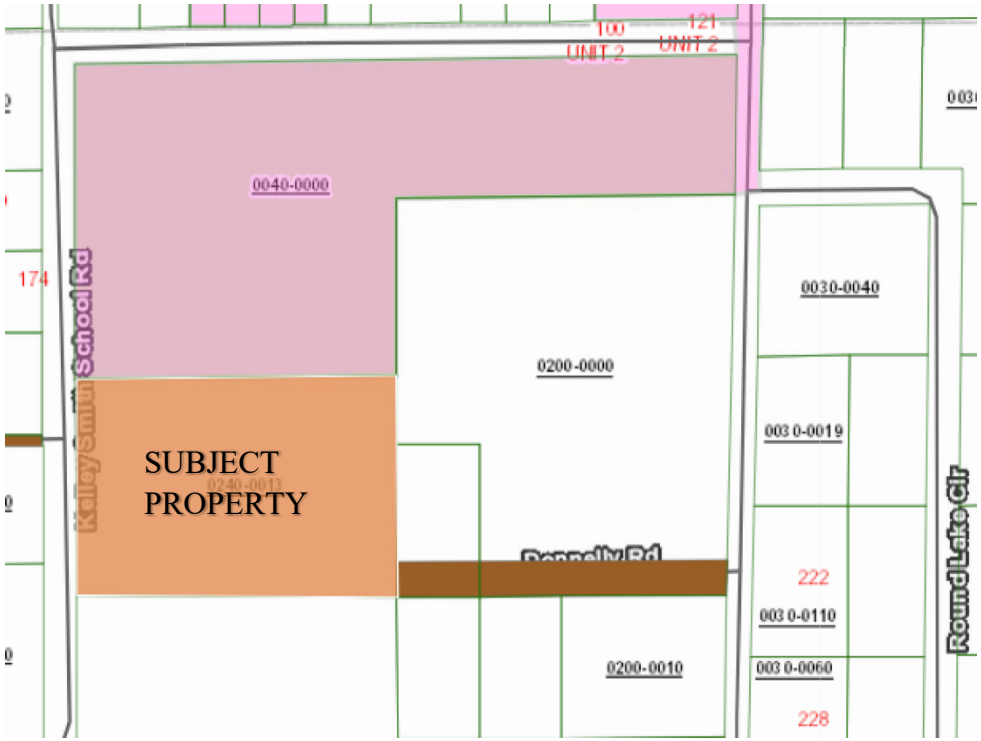
CHANGE DUE: 0.00

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


100
UNIT 2
121
UNIT 2
0040-0000
174
School Rd
0200-0000
0030-0040
SUBJECT
PROPERTY
0030-0019
Donnelly Rd
222
0030-0110
0200-0010
0030-0060
228
Round Lake Cir

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:

Signature of Witness 1

Marc Spalding
Print Name of Witness 1

Signature of Witness 2

Walter Fortner
Print Name of Witness 2

Signature of Grantor 1

Christopher Kelley

Mailing Address of Grantor 1

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

Notary Public State of Florida
Walter Fortner
My Commission
GG 962554
Exp. 2/26/2024

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. 2025-33

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: September 10, 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.

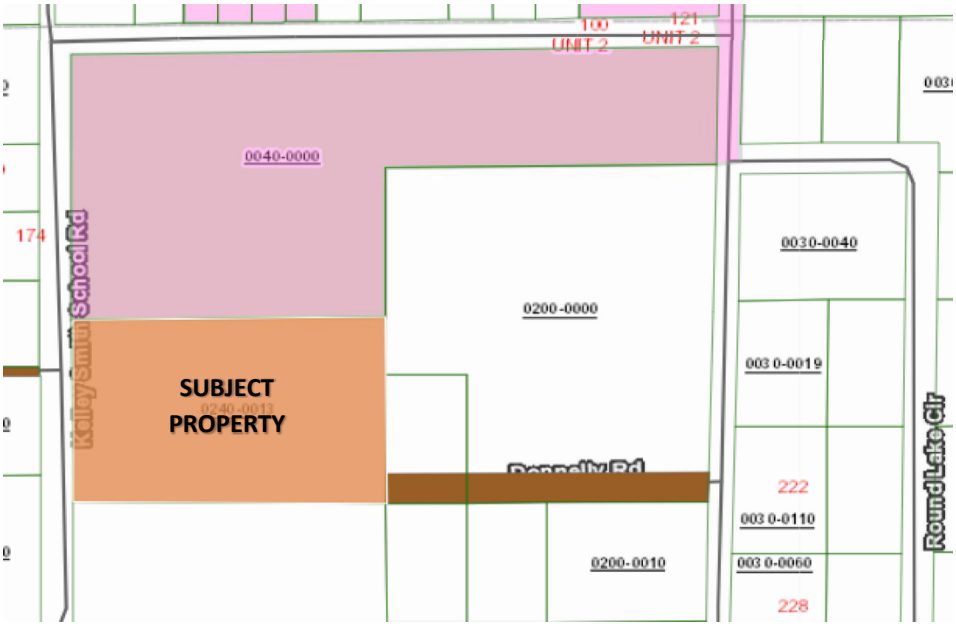


Figure 1: Subject site with City boundaries shown.

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

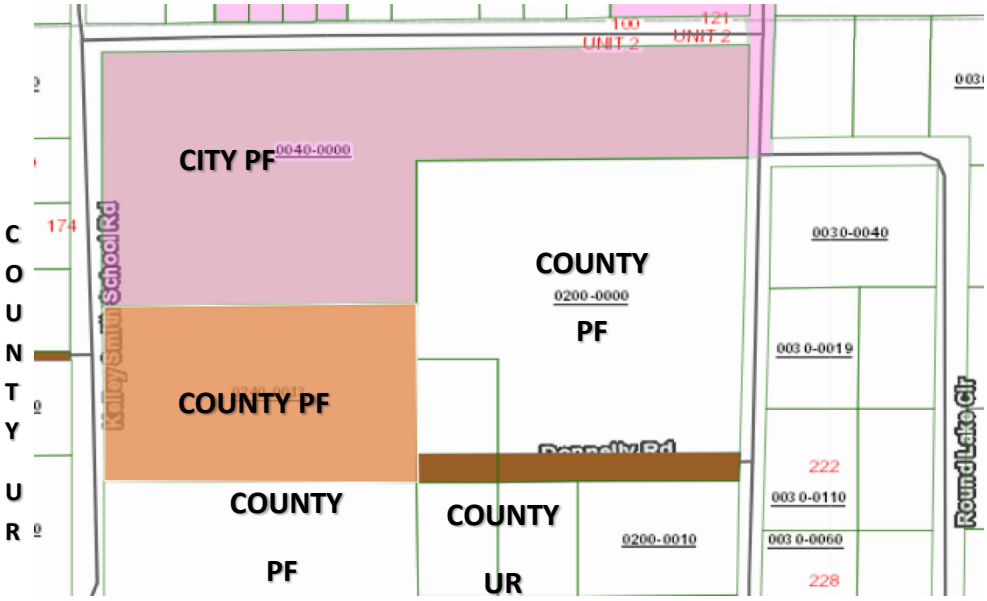


Figure 2: Current Future Land Use

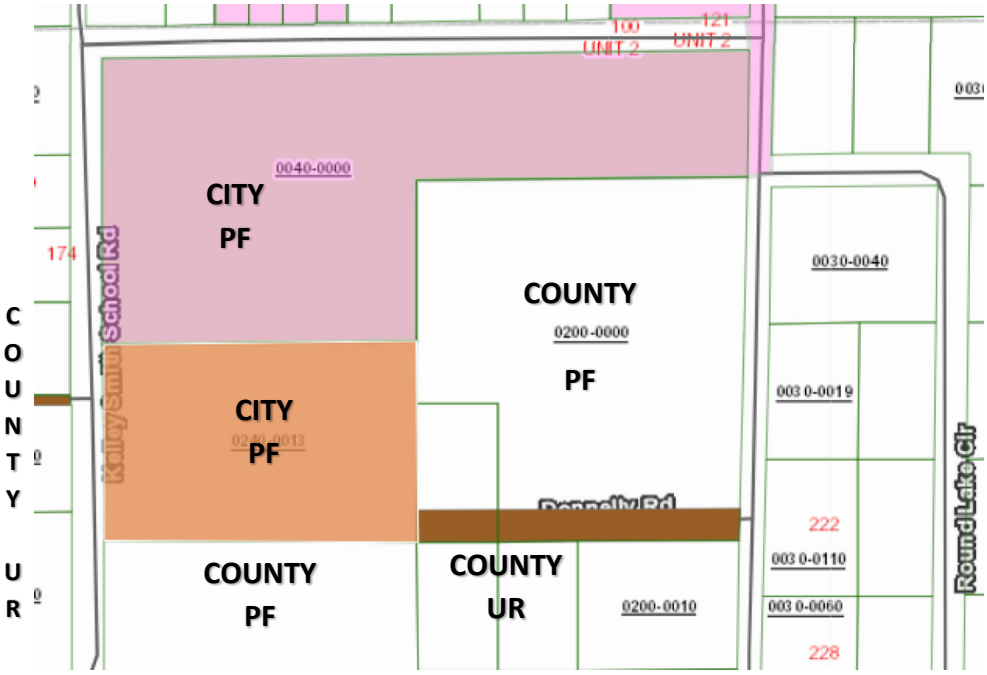


Figure 3: Proposed Future Land Use

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.

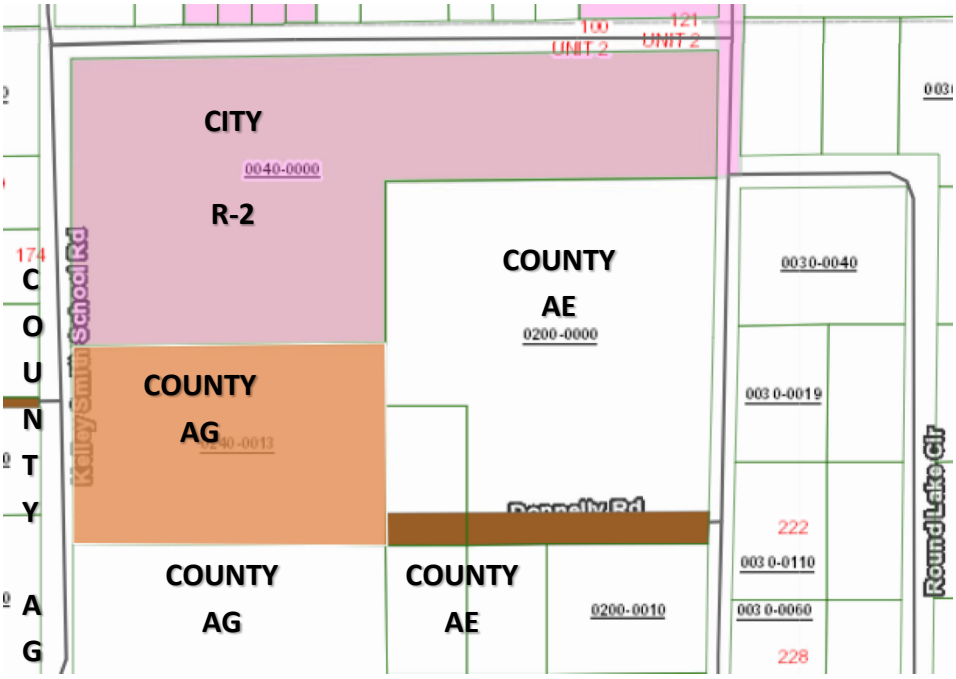


Figure 4: Current Zoning

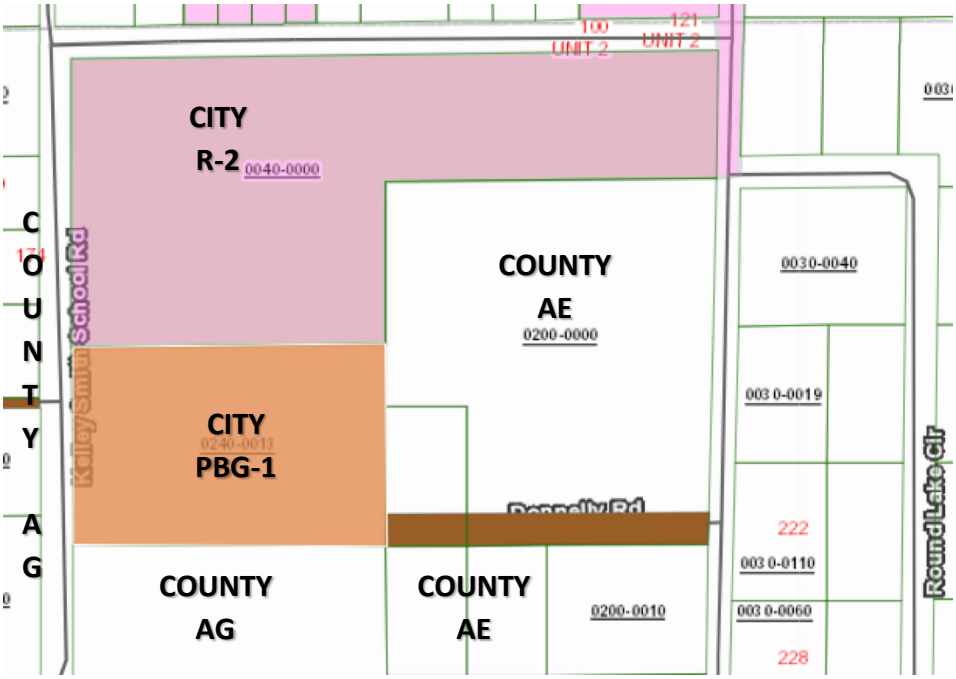


Figure 5; Proposed zoning

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'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

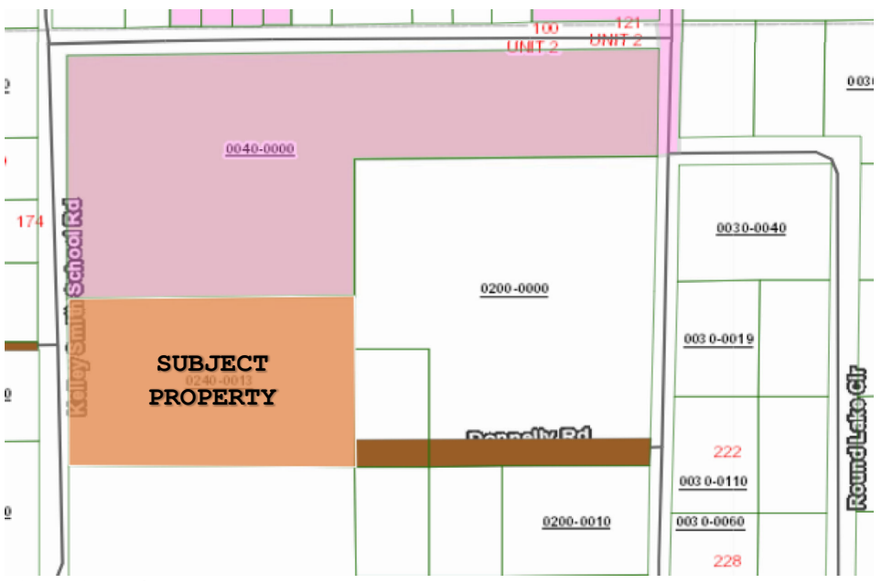


Figure 1: Zoning map.

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 law[1] 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.

First Public Hearing - Proposed Millage Rate and Budget for fiscal year 2025-26 6.4000 mills proposed.

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Attached is presented the City of Palatka's Fiscal Year 2025-2026 Tentative Budget. The attached budget is based upon all the input and changes that have been discussed at the five budget workshops held from June to September 2025, individually and in groups, with Department Heads and Commissioners. The staff have worked diligently to build an operating budget which moves the City forward, while protecting the financial interests of the City. The proposed budget does include a 4% increase in water and sewer base rates or in the solid waste collection rates. Also, included is the truth in the millage statement that is required to be read before the adoption of the millage levy resolution, as well as the forms DR-420, DR 420 TIF, amid DR-420 MMP, where the millage rate is tentatively set at 6.4000, which means that the final millage cannot exceed that rate. On August 4, 2025, with resolution number 2025-R-100, the Commissioners approved and adopted the tentative millage rate of 7.000 mills.

BACKGROUND

Chapter 200 of Florida Statues sets a timetable for calculating and notifying the public of the process of setting ad valorem millage rates and adopting a budget. The statue identifies timeframes and briefly describes the tasks to be completed. The rolled-back rate of 6.2397 is not a tax increase, since the percentage of the difference between the current proposed rate and the current year's aggregate rolled-back rate would be zero. To keep the current rate of 6.4000 as the City's millage rate would be considered a tax increase, since the percentage of change, when compared to the rolled-back rate is 2.57%.

We have received the certification of tax value from the County Appraiser. For fiscal year 2025, the preliminary gross taxable value is $739,656,112, which is a 4% or $25,970,391 increase from the 2024 value of $714,185,521. The proposed millage rate of 6.4000 would generate $4,733,799.

The proposed budget for the fiscal year of 2025-2026 is balanced and reflects a total of $85,592,317 in both revenues and expenses. The 2024-2025 originally approved budget was $75,924,388 or an increased of 12.7%, in the amount of $9,667,929. The 2025-2026 proposed budget includes operating costs of $25,422,328 (29.7%), personnel costs of $18,262,385 (21.3%), capital expenses of $16,025,671 (18.7%) and grant expenses of $25,881,933 (30.2%).

Highlights for the fiscal year 2024-2025 budget include the following:

General Fund

1. Public Records Request software $12K and ADP maintenance costs of $30K.
2. Assistant City Manager and Human Resource Director position were added.
3. Police Union negotiations fiscal impact of over $100K
4. Police vehicle financing costs are included.
5. City Hall and Annex Renovations decreased to $120K. Remaining funds to renovate chamber and finish building out Annex.
6. Street Light capital improvements of $193K are included.
7. Police Department personnel cost increase by $64K (1 position)
8. Public Works-Cemetery capital costs of $35K for tree removal and office upgrades.
9. Parks Capital includes $345K for playground renovations and $120K to improve (2) parks pickleball courts and recreation area.
10. Fire assessment variable and fixed rates remain the same as prior year
11. Fire Union negotiations fiscal impact of $170K
12. Fire truck and ladder truck financing costs are included.

Airport Fund

1. Increased by $536,589 from $3,793,105 to $4,329,694 due to uptick in grant activity.

TIF/CRA Fund

1. $300K Downtown bump out project included.
2. Retail strategies, branding, and costs to update the CRA plan total over $110K
3. Transfers to Better Place for the Streetscape increased by over $200K

Golf Fund

1. Operating costs increased by 11K

Utilities Funds

1. Water Treatment Plant capital cost includes over $600K for Water Tower, Scada Rebuild, Skidsteer, VFD Replacement, and flow meters.
2. Reclamation's capital improvements total over $600K. This includes Omni Beacons, Flow Control Gates, Shutoff valves, effluent panels, r

Sanitation Funds

1. Capital costs include a solid waste truck.

Better Place

1. More grants are expected to be completed - from $14,946,260 to $19,351,007 or $4,404,747 more

ARPA

1. Less funds remaining to be disbursed or encumbered

Staff Recommendation

Adopt the Resolutions setting the proposed millage rate and tentative budget in the amount of $85,592,317, which is based upon the proposed millage rate of 6.4000. The Resolutions formally adopting the millage/levy and appropriation resolutions will be presented at the Second Budget Hearing on September 25, 2025, for adoption along with the final budget.

ATTACHMENTS

1.	**SCRIPT_Adopt_FY26_Tentative_Millage_and_Budget_First_Public_Hearing (002) 2025-2026**

2.	**2025-2026 BUDGET REVENUES**
3.	**DR420_2025_783 7.000**
4.	**DR420_2025_783 last year 6.40**
5.	**Proposed Budget Highlights FY25-26 revised**
6.	**2025-R-114 ADOPTING THE PROPOSED AND TENTATIVE Operating millage rate 09-10-25**
7.	**2025-R-123 ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2025-2026 09-10-25**
8.	**2025-2026 TENTATIVE BUDGET EXPENSES**
9.	**Resolution 2025-R-100**

CITY OF PALATKA BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING SCRIPT

SEPTEMBER 10, 2025

FIRST PUBLIC HEARING 6:00PM

FISCAL YEAR 2025-2026 MILLAGES AND BUDGET

I. Introduction to Public Hearing for City of Palatka Fiscal Year 2025-2026 Tentative Millage and Budget

MAYOR:

The City of Palatka Commissioners convenes the Public Hearing on the City of Palatka Fiscal Year 2025-2026 Proposed Millage Rates and Tentative Budget as required by Florida Statutes, Chapters 129 and 200 and as advertised in the Truth-in-Millage (TRIM) Notices.

If anyone in our audience is here for the purpose of contesting their assessment, a petition for adjustment with the Value Adjustment Board should be filed by 5:00 P.M. Thursday, September 10, 2025, as stated in the TRIM notices sent via first class mail by the County's Property Appraiser to every taxpayer on the property value assessment roll.

For those in attendance this evening wishing to address the Commission, citizen comments will be taken following the overview of the tentative budget by the Finance Director.

The Finance Director, Chantel Pierre, will now present an explanation of the proposed and rolled back millage rates.

II. Fiscal Year 2025-2026 Proposed Millage Rates and Tentative County Budget

A. Explanation of the County's Proposed and Rolled Back Millage Rates

FINANCE DIRECTOR:

Mayor and Commissioners, this evening we will take a few actions related to the adoption of the proposed millage rate and budget for the Fiscal Year ending September 30, 2026.

Tonight's hearing is the first of two public hearings required to be held per Florida Statutes, prior to the adoption of final millage rate and budget by a taxing authority.

As such, this is not the final budget hearing, and final adoption of the millage rates and budgets will not be considered tonight. At the conclusion of this hearing a specific date, time, and place of the second public hearing for adoption of the final millage rate and budget will be established.

Florida Statutes require the name of the taxing authority, the millage rate to be levied, the rolled-back rate and the percentage change over rolled-back rate be publicly announced. In addition, one of the requirements of the Truth-in- Millage Legislation is to provide information about why proposed millage rates differ from the rolled back millage rates.

Rolled back millage rate is defined as "the millage rate, which, exclusive of new construction, additions to structure, deletions, and property added due to geographic boundary changes will provide the same ad valorem tax revenue for each taxing authority as was levied during the prior year."

The TRIM process requires that a notice of "tax increase" be advertised when the current year proposed aggregate millage rate exceeds the calculated aggregate rolled back millage rate. The aggregate rolled back millage rate is calculated by dividing the prior year adjusted property tax revenue by the current year taxable property value, multiplied by 1,000. The current year taxable value does not include new construction and tax increment (CRA) values.

For the Fiscal Year 2025 Budget, the aggregate proposed operating millage for the City of Palatka is 6.4000 mills, which is 2.57% greater than the rolled back rate of 6.2397 mills.

The increase in property tax revenue is essential to fund the appropriations needed to operate the General City-wide budget. This is inclusive of personnel costs, operating costs, capital expenses, as well as grant matches.

B. Overview of Fiscal Year 2025-2026 Tentative Budget and Adjustments made to that Budget.

FINANCE DIRECTOR:

Mayor and Commissioners, the total County Tentative Budget for fiscal year 2025-2026 is $85,592,317.
I am happy to answer any questions pertaining to the changes, or on the budget before you, currently.

MAYOR:

Are there any questions from members of the Commission?

III. Citizens Comments on Fiscal Year 2025-2026 Proposed Millage Rates and Tentative Budget

MAYOR:

I would now like to invite citizens to comment on the fiscal year 2025-2026 proposed millage rates and tentative budget. Please come forward to the podium if you wish to address the Commission. Fill out a yellow speaker card that can be found in the back of the room.

Citizen Comments allowed at this time.

MAYOR (following all citizen comments)**:** I will now close the public comment section of this public hearing.

IV. City of Palatka Commissioners Action on FY 2025-2026 Proposed Millage Rate and Tentative Budget

A. Adjustments by Motion to the City of Palatka Fiscal Year 2025-2026 Tentative Budget

FINANCE DIRECTOR:

Mayor and Commissioners, the budget document before you, the "FY26 Tentative Budget", includes appropriations described earlier. Any additional adjustments to this budget can be made by motion at this time.

CITY COMMISSION:

(If there are any adjustments they should be made and approved by motion at this time)

B. Adoption of Resolution Establishing Fiscal Year 2025-2026 Proposed City of Palatka Millage Rate

FINANCE DIRECTOR:

Mayor and Commissioners, Florida Statutes require the Board to adopt proposed millage rates prior to adopting the related budget. As such, before you is Resolution Number 2025-114. A resolution to adopt the tentative millage rate for the fiscal year ending September 30, 2026, pursuant to the provisions of Chapter 200, Florida Statutes; providing for conflicts and severability; and providing for an effective date.

This resolution includes the total General Fund millage rate for FY26 is 6.4000 which is unchanged from FY25, but more than the rolled-back millage rate of 6.2397.

COUNTY COMMISSION MOTION:

Move to approve Resolution Number 2025-114 adopting the tentative millage rates for fiscal year ending September 30, 2026.

(REMEMBER: Second, discussion, public comment on the motion, vote)

C. Adoption of Resolution Adopting the Fiscal Year 2025-2026 Tentative Budget

FINANCE DIRECTOR:

Mayor and Commissioners, subsequent to the Commission adopting the FY26 proposed millage rate, you must then adopt the corresponding "FY26 Tentative Budget". Before you is Resolution Number 2025-123. A resolution to adopt the tentative budget for the fiscal year ending September 30, 2026, pursuant to the provisions of Chapter 200, Florida Statutes; providing for conflicts and severability; and providing for an effective date.

CITY COMMISSION MOTION:

Move to approve Resolution Number 2025-123 adopting the tentative budget for the fiscal year ending September 30, 2026.

(REMEMBER: Second, discussion, public comment on the motion, vote)

D. Establish and publicly announce the date, time, and place of the 2nd Public Hearing to consider the final adoption of the millage rates and budget

FINANCE DIRECTOR:

Mayor and Commissioners, the final action requested from the Commission this evening is to establish and publicly announce the date, time, and location of the Final Public Hearing to consider adopting the final millage rate and budget as amended. This meeting must be held within 20 days following the conclusion of tonight's Public Hearing, properly advertised, and held after 5:00 P.M.
Staff recommends that the Second and Final Public Hearing be scheduled for Thursday, September 25, 2025, at 6:00 P.M. in this same location, the Commission's Chambers.

CITY COMMISSION MOTION:

Move to schedule the second and final public hearing to adopt the final FY25-26 millage rates and budget on Thursday, September 25, 2025, at 6:00 P.M. in the Commission's Chambers, 201 N 2nd Street. Palatka, FL.

(REMEMBER: Second, discussion, public comment on the motion, vote)

V. Conclusion of Public Hearing

FINANCE DIRECTOR:

Mayor and Commission, the budget related business for this evening's public hearing is complete. Thank you.

MAYOR:

This concludes the first TRIM Public Hearing.

CITY OF PALATKA, FL
2025-2026 PROPOSED REVENUE BUDGET

Account Number	Description	2024 Budget	2024 Actual	2025 Budget	2025 Actual	2026 Budget
001-00-301-0-1000	OPERATING CASH BALANCE FORWARD	$4,480,772	$0	$4,480,772	$0	$4,480,772
001-00-301-0-1001	EVIDENCE FUND BALANCE FORWARD	$7,282	$0	$7,282	$0	$7,282
001-00-301-0-1002	LOT DEMOLITION/CLEANUP BALANCE FORWARD	$22,075	$0	$22,075	$0	$22,075
001-00-301-0-1006	INSURANCE CONTINGENCY BALANCE FORWARD	$624,444	$0	$624,444	$0	$624,444
001-00-301-0-1009	SPECIAL CEMETERY BALANCE FORWARD	$118,889	$0	$118,889	$0	$118,889
001-00-301-0-1010	SPECIAL POLICE BALANCE FORWARD	$61,271	$0	$61,271	$0	$61,271
001-00-301-0-1012	HAND GUN CLASSES BALANCE FORWARD	$7,637	$0	$7,637	$0	$7,637
001-00-301-0-1013	FIRE PUBLIC EDUCATION BALANCE FORWARD	$24,937	$0	$24,937	$0	$24,937
001-00-301-0-1019	RED LIGHT CAMERA BALANCE FORWARD	$49,988	$0	$49,988	$0	$49,988
001-00-301-0-1021	LANDSCAPING CODE FEE BALANCE FORWARD	$61,663	$0	$61,663	$0	$61,663
001-00-301-0-1022	I&E EVIDENCE BALANCE FORWARD	$7,523	$0	$7,523	$0	$7,523
001-00-301-0-1023	PARKS BANK -DONATIONS	$284	$0	$284	$0	$284
001-00-301-0-1024	FIRE CAPITAL REPLACEMENT BALANCE FORWARD	$88,000	$0	$110,000	$0	$110,000
001-00-311-0-0100	CURRENT AD VALOREM TAXES	$4,233,748	$3,862,638	$4,562,899	$4,035,718	$4,733,799
001-00-311-0-0200	DELINQUENT AD VALOREM TAXES	$12,000	$15,229	$12,480	$14,955	$12,854
001-00-312-4-1000	LOCAL OPTION GAS TAX	$353,679	$330,269	$325,945	$216,295	$335,723
001-00-312-4-2000	2010 LOCAL GAS TAX	$234,248	$223,642	$223,087	$287,230	$229,780
001-00-314-1-0000	UTILITY TAX ELECTRIC	$892,500	$1,062,784	$1,055,536	$969,575	$1,087,202
001-00-314-3-0000	UTILITY TAX WATER	$231,000	$307,904	$291,384	$207,881	$300,126
001-00-314-4-0000	UTILITY TAX GAS	$100,000	$109,640	$109,442	$85,688	$112,725
001-00-314-7-0000	UTILITY TAX FUEL OIL	$0	$122	$0	$0	$0
001-00-314-8-0000	UTILITY TAX PROPANE	$2,000	$3,040	$1,000	$34,911	$1,030
001-00-315-0-1000	TELE COMMUNICATION SERVICE TAX	$338,915	$379,475	$386,723	$360,001	$400,852
001-00-316-0-1000	OCCUPATIONAL BUSINESS TAX	$45,110	$37,928	$46,914	$46,748	$48,321
001-00-322-0-2000	BUILDING PERMITS	$20,000	$1,150	$20,800	$0	$21,424
001-00-322-0-2100	BUILDING & ZONING REVENUES	$47,338	$57,394	$49,232	$72,607	$50,709
001-00-322-0-2200	ZONING SWPPP FEES COLLECTED	$0	$4,950	$0	$0	$0
001-00-323-1-0000	FRANCHISE FEES ELECTRIC	$900,000	$912,146	$936,000	$909,161	$964,080
001-00-323-4-1000	FRANCHISE FEE - GAS AUTHORITY	$250,000	$230,724	$260,000	$189,743	$267,800
001-00-324-1-1010	IMPACT FEES-POLICE	$0	$16,172	$88,819	$10,003	$101,357
001-00-324-1-2010	IMPACT FEES-FIRE	$0	$27,830	$151,861	$18,463	$173,297
001-00-324-3-1010	IMPACT FEES-TRANSPORTATION	$0	$193,233	$185,049	$22,551	$211,169
001-00-324-6-1010	IMPACT FEES-PARKS & RECREATION	$0	$50,116	$319,131	$37,707	$364,177

CITY OF PALATKA, FL
2025-2026 PROPOSED REVENUE BUDGET

001-00-325-2-1000	FIRE ASSESSMENT FEES	$1,840,168	$1,906,364	$2,048,871	$2,106,973	$2,292,138
001-00-331-2-2500	BULLET PROOF VEST GRT-POLICE	$0	$4,154	$8,774	$0	$9,037
001-00-331-2-3601	COPS GRANT 2014-2015	$0	$0	$194,624	$66,145	$162,187
001-00-331-2-4900	FDOT PED PIER MEMORIAL BRIDGE	$0	$0	$0	$970	$6,000
001-00-331-2-5503	FDLE POLICE VEHICLES	$0	$0	$250,000	$250,000	$0
001-00-331-2-5900	VOCA GRANT V13045	$35,000	$26,963	$36,266	$32,529	$0
001-00-331-2-6314	FIRE GRANT EMPLOYEES	$0	$32,882	$0	$0	$0
001-00-331-2-6319	2023 JAG C 8C107 Laptop Computers	$20,749	$0	$21,000	$20,597	$22,740
001-00-331-2-6320	Rural Violent Crime Reduction 15PBJA-21-GK-03942	$0	$32,100	$0	$0	$0
001-00-331-2-6321	2023 JAGC	$0	$0	$10,000	$0	$0
001-00-331-2-6322	Fed DEM HMGP 4486-106-R wind retrofit	$0	$0	$287,655	$0	$287,656
001-00-331-2-6323	2024 JAG D 6N045 Street Crimes Unit Technology Gra	$0	$0	$28,681	$22,310	$0
001-00-331-5-1003	FEMA FED Hurricane Ian	$0	$127,983	$0	$0	$0
001-00-333-0-1000	PAYMENTS IN LIEU OF TAX (PHA)	$0	$855	$0	$58,681	$30,000
001-00-334-2-0102	SAFE GRANT	$74,000	$19,455	$70,000	$110,133	$70,000
001-00-334-5-1003	FEMA STATE Hurricane Ian	$0	$3,807	$0	$0	$0
001-00-334-5-5001	DEO PLANNING GRANT	$0	$0	$0	$0	$0
001-00-334-5-5002	DEO COMMUNITY PLANNING TECH ASSIST	$0	$0	$75,000	$0	$75,000
001-00-334-5-5003	DEO STRATEGIC REVITALIZATION GRANT	$0	$0	$40,000	$40,000	$0
001-00-335-1-2000	STATE REVENUE SHARING	$498,303	$505,669	$484,680	$452,616	$501,105
001-00-335-1-4000	MOBILE HOME LICENSE TAX	$5,000	$4,974	$5,200	$4,418	$5,356
001-00-335-1-5000	ALCOHOLIC BEVERAGE TAX	$14,000	$12,245	$14,560	$18,900	$14,997
001-00-335-1-6000	SALES TAX 1/2 cent REVENUE (95%)	$656,574	$579,008	$629,258	$546,659	$594,140
001-00-335-2-1000	FIREFIGHTERS SUPPLEMENTAL COMPENSATION	$4,000	$3,780	$4,160	$2,570	$4,285
001-00-335-4-9000	FUEL TAX REBATE QTRLY	$10,000	$0	$10,400	$24,097	$16,881
001-00-338-0-9000	SHARED REV OTHER LOC UNITS	$0	$3,230	$0	$0	$0
001-00-341-0-3001	CODE ENFORCEMENT-ADMIN FEES	$2,000	$15,936	$20,000	-$440	$20,600
001-00-341-0-3002	CODE ENFORCEMENT-VACANT PROPERTY REGIST	$2,500	$1,600	$2,600	$4,400	$2,678
001-00-341-0-9001	CODE ENFORCEMENT-MISC FEES	$12,000	$15,676	$12,480	$15,860	$12,854
001-00-341-9-2000	ZONING CONVENIENCE FEE	$1,000	$966	$1,040	$1,962	$1,071
001-00-342-1-1002	POLICE DEPT-ADMIN TOW FEES	$11,000	$10,426	$11,440	$8,084	$11,783
001-00-342-1-1003	POLICE DEPT-INVESTIGATIVE COST REIMB	$12,000	$11,166	$12,480	$10,768	$12,854
001-00-342-1-1004	POLICE DEPT-RECORDS REQUESTS	$4,000	$4,234	$4,160	$4,937	$4,285
001-00-342-1-1005	POLICE DEPT-ADMIN FEES	$3,000	$650	$3,120	$0	$3,214
001-00-342-1-1006	POLICE DEPT-OFFENDER PAYMENTS	$1,500	$2,537	$1,560	$1,660	$1,607

001-00-342-1-1007	MARSHALLS PD-OT REIMBURSEMENTS	$20,000	$36,574	$20,800	$16,228	$21,424
001-00-342-2-1000	FIRE SERVICES	$60,000	$62,636	$62,400	$12,445	$64,272
001-00-342-5-1000	FIRE INSPECTION FEES	$40,000	$52,949	$41,600	$32,186	$30,000
001-00-343-8-1000	CEMETERY SERVICES	$12,500	$20,843	$13,000	$23,010	$13,390
001-00-347-2-1000	PARK-REC RENTAL FEES	$0	$0	$0	$37	$0
001-00-347-2-1001	SPECIAL EVENT FEES	$1,500	$2,695	$1,560	$1,365	$1,607
001-00-347-2-2500	SPONSORSHIP-RECREATION	$5,400	$3,000	$5,616	$11,678	$5,784
001-00-347-2-3000	BOOKER/LEFTY TURNER FIELD	$600	$107,193	$624	$1,318	$643
001-00-347-2-3500	HANK BRYAN PARK RENTAL	$0	$0	$0	$0	$0
001-00-347-3-1000	BRONSON HOUSE	$500	$200	$520	$0	$0
001-00-347-3-1001	ST JOHNS RIVER CENTER-RENTALS-MULTI	$10,000	$7,897	$10,400	$0	$0
001-00-347-3-1002	ST JOHNS RIVER CENTER-GIFT SHOP SALES	$0	$0	$0	$0	$0
001-00-347-3-1003	RENTAL-JENKINS COMM CENTER	$0	$0	$0	$1,776	$0
001-00-347-4-1004	Parks Dept OT reimbursement	$9,500	$6,968	$9,880	$3,600	$10,176
001-00-347-4-1005	Cultural OT reimbursement	$2,000	$0	$2,080	$0	$0
001-00-347-5-1000	PRICE MARTIN CENTER	$3,000	$6,489	$3,120	$5,060	$3,214
001-00-350-1-0000	UNCLAIMED EVIDENCE	$0	$0	$0	$0	$0
001-00-351-1-1000	COURT FINES	$30,000	$34,652	$31,200	$32,891	$32,136
001-00-351-3-1000	POLICE EDUCATION	$2,000	$2,808	$2,080	$3,148	$2,142
001-00-354-0-1000	CODE ENFORCEMENT-LIEN FINES	$60,000	$61,010	$63,440	$77,698	$65,343
001-00-354-0-1001	CODE ENFORCEMENT - LEGAL LIEN FINES	$20,000	$13,776	$20,000	$22,454	$20,600
001-00-359-0-0500	EVIDENCE FUND	$0	$0	$24,172	$31,529	$24,897
001-00-359-0-1100	FALSE ALARM FINES	$16,500	$17,819	$17,160	$9,831	$17,675
001-00-359-0-2000	SPECIAL POLICE TRUST REV	$0	$0	$0	$30,773	$46,160
001-00-359-0-3000	ABATEMENT FINES	$0	$7,915	$0	$1,700	$2,550
001-00-361-1-1000	INTEREST EARNINGS	$175,000	$613,078	$182,000	$496,112	$595,334
001-00-361-1-1001	INTEREST-MONEY MARKET	$1,000	$16,890	$1,040	$25,204	$33,020
001-00-361-1-1002	INTEREST FROM GAS AUTHORITY	$0	$14,517	$0	$22,692	$31,291
001-00-362-0-1000	MISC RENTS	$42,000	$4,175	$43,680	$8,350	$37,615
001-00-362-0-2000	LAND RENT/LEASE	$0	$6,000	$0	$4,000	$6,000
001-00-362-0-3000	AMTRAK RENT	$2,000	$1,870	$2,080	$1,870	$2,142
001-00-362-0-5000	RENTAL OF RIVERFRONT PARK OPS AREA	$0	$0	$0	$5,000	$0
001-00-362-0-5001	PBM PROFIT SHARE- DOCK RENTALS-6%	$0	$0	$0	$205	$280
001-00-362-0-5002	PBM PROFIT SHARE- SHIP STORE SALES-3%	$0	$0	$0	$4,322	$5,356
001-00-362-0-5003	PBM PROFIT SHARE- CONCESSION SALES-TBD%	$0	$0	$0	$32	$50

001-00-362-0-5004	PBM PROFIT SHARE- PBM OWNED ITEMS-2%	$0	$0	$0	$37	$30
001-00-362-0-5005	PBM PROFIT SHARE- WATER TAXI NET PROFIT-25%	$0	$0	$0	$0	$0
001-00-364-0-1000	CEMETERY LOTS	$55,000	$45,900	$57,200	$45,500	$48,000
001-00-364-0-1010	CEMETERY LOTS RESTRICTED	$11,000	$21,891	$11,440	$23,500	$24,900
001-00-364-0-4900	SURPLUS EQUIPMENT-GENERAL	$22,400	$17,400	$23,296	$0	$0
001-00-364-0-4901	SURPLUS LAND-GENERAL	$0	$0	$0	$0	$0
001-00-364-0-4902	SURPLUS HAMMOCK HALL 429 KIRBY ST	$7,532	$7,532	$7,833	$0	$0
001-00-366-0-1000	YOUTH CAMP	$0	$0	$0	$0	$0
001-00-366-0-1100	CONTRIBUTION - RECREATION	$2,000	$1,500	$2,080	$4,650	$2,142
001-00-366-0-1150	Libra Philanthropies Foundation	$15,000	$13,626	$4,250	$0	$0
001-00-366-0-1200	CONTRIBUTION - REC FLAG FOOTBALL	$0	$0	$0	$0	$0
001-00-366-0-1300	RECREATION - REGISTRATION	$2,000	$4,565	$2,080	$4,750	$2,142
001-00-366-0-1400	RECREATION FIELD RENTALS	$600	$0	$624	$0	$643
001-00-366-0-1500	RECREATION & PAL EVENT	$0	$2,528	$0	$0	$0
001-00-366-0-1700	WELLNESS GRANT - FL BLUE	$5,000	$5,602	$10,000	$0	$10,000
001-00-366-0-2510	FIRE DECONTAMINATION GRANT	$15,512	$15,512	$13,012	$0	$565,500
001-00-366-0-2515	FL BAR INTERN GRANT	$3,000	$3,000	$0	$0	$0
001-00-366-0-3501	CONTRIBUTION-ST JOHNS RIVER CENTER	$0	$700	$0	$0	$0
001-00-366-0-6000	CONTRIBUTION - ANTIQUE FIRE TRUCK RESTORA.	$0	$224	$0	$0	$0
001-00-366-0-7601	CONTRIBUTIONS - SP EVENT JONES	$1,925	$1,950	$2,002	$0	$2,062
001-00-366-0-8000	CONTRIBUTION - FIREWORKS	$5,000	$9,800	$5,200	$0	$5,356
001-00-366-0-8001	CONTRIBUTION - MAYOR'S RECEPTION	$7,000	$600	$7,280	$0	$7,498
001-00-366-0-8002	CONTRIBUTION - SPECIAL EVENTS	$500	$1,500	$520	$0	$536
001-00-366-0-8500	CONTRIBUTION - FIRE PUBLIC EDUCATION	$500	$5,250	$520	$3,010	$536
001-00-369-3-1000	REFUNDS & REIMBURSEMENTS	$5,000	$4,147	$5,200	$296	$5,356
001-00-369-3-2000	FEMA REIMBURSEMENT	$273,000	$18,276	$50,000	$65,651	$40,000
001-00-369-3-3500	OPIOD SETTLEMENT TRUST FUND REVENUES	$0	$0	$0	$13,838	$0
001-00-369-9-0500	MISC REVENUE	$35,000	$66,815	$36,400	$68,076	$37,492
001-00-369-9-1000	FDOT ISLAND RIGHT OF WAY MAINTENANCE	$51,655	$64,569	$53,721	$62,564	$55,333
001-00-369-9-1001	E-PAYABLES REVENUE SHARE	$1,500	$2,037	$1,560	$2,074	$1,607
001-00-369-9-1002	MORTGAGE-P/I	$0	$0	$0	$0	$0
001-00-369-9-2000	INSURANCE CLAIMS - GENERAL	$0	$324,252	$0	$214,584	$0
001-00-369-9-3000	FDOT LIGHTING MAINTENANCE	$40,059	$132,724	$41,661	$0	$42,911
001-00-369-9-3001	FDOT TRAFFIC SIGNAL MAINTENANCE	$74,082	$144,475	$76,242	$0	$78,529
001-00-381-0-1400	TRANSFER FROM UTILITY FUND-FRANCHISE	$506,217	$506,217	$526,466	$482,594	$700,000

001-00-381-0-1500	TRANSFER FROM SANITATION FUND-FRANCHISE	$156,718	$156,718	$160,110	$146,768	$165,000
001-00-381-0-1800	TRANSFER PROFIT SHARING FROM GOLF	$0	$46,287	$0	$0	$0
001-00-381-0-1900	TRANSFER FROM BETTER PLACE	$129,000	$3,358	$166,122	$33,540	$175,000
001-00-381-0-2000	TRANSFER FROM ARPA	$0	$4,881	$0	$0	$0
001-00-381-0-2100	TRANSFER FROM UTILITY-STREETS	$0	$0	$0	$0	$500,000
001-00-382-0-1000	CONTRIB FROM UTILITIES	$1,240,186	$1,240,186	$1,482,666	$1,359,111	$1,384,506
001-00-382-0-2000	CONTRIB FROM GOLF	$215	$215	$191	$175	$189
001-00-382-0-3000	CONTRIB FROM SANITATION	$179,976	$179,976	$212,474	$194,768	$207,320
001-00-382-0-5001	ADMIN EXP REIMB-AIRPORT GRANTS	$164,918	$164,918	$177,268	$162,496	$217,037
001-00-382-0-6000	CONTRIB FROM TAX INCREMENT	$42,594	$42,594	$110,604	$101,387	$141,098
001-00-382-0-6001	REIMBURSEMENT FROM TAX INCREMENT	$0	$0	$219,318	$50,612	$219,318
001-00-382-0-7000	CONTRIB FROM PENSION FUNDS	$53,625	$27,000	$0	$0	$0
001-00-382-0-8000	REIMBURSEMENT FROM GAS AUTHORITY (HEALTH	$0	$0	$0	$0	$0
001-00-383-0-1000	CAPITAL LEASE PROCEEDS	$0	$0	$0	$0	$0
001-00-383-0-1001	CAPITAL LEASE PROCEEDS-FIRE TRUCKS	$0	$0	$0	$0	$0
001-00-383-0-1002	CAPITAL LEASE PROCEEDS-ADMIN	$0	$0	$0	$0	$0
001-00-384-0-1000	LOAN PROCEEDS	$185,723	$0	$1,000,000	$0	$1,000,000
001-00-384-0-1001	LOAN PROCEEDS PD VEHICLES	$463,355	$0	$0	$0	$0
005-00-301-0-0000	OPERATING CASH BALANCE FORWARD	$38,155	$0	$38,155	$0	$38,155
005-00-302-0-0000	SURPLUS LAND BALANCE FORWARD	$0	$0	$169,000	$0	$133,865
005-00-344-1-1010	100 LL AVIATION FUEL	$630,000	$244,574	$630,000	$386,446	$648,900
005-00-344-1-1020	JET A AVIATION FUEL	$400,000	$192,203	$400,000	$180,979	$412,000
005-00-344-1-1030	DONATIONS-FLY-IN EVENT	$20,000	$0	$20,000	$0	$20,600
005-00-344-1-1200	TIE DOWN FEES/VEHICLE PARKING	$4,000	$4,977	$4,000	$7,017	$4,120
005-00-344-1-1400	VENDING	$800	$0	$800	$0	$824
005-00-344-1-1700	AVIATION LUBRICANTS	$2,000	$1,961	$2,000	$1,357	$2,060
005-00-344-1-1800	MERCHANDISE SALES	$1,000	$1,012	$1,000	$1,769	$1,808
005-00-362-0-1000	HANGAR RENTALS	$392,524	$374,594	$392,524	$332,328	$404,300
005-00-362-0-1100	HANGAR MAINT FEE	$19,200	$20,491	$19,200	$19,965	$19,776
005-00-362-0-2000	LAND LEASE	$4,000	$5,015	$4,000	$4,675	$4,120
005-00-362-0-3000	BUILDING RENTAL	$20,000	$16,152	$20,000	$13,588	$20,600
005-00-364-0-1001	LOSS ON SALE/DISPOSAL OF ASSETS	$0	$0	$0	$60,825	$0
005-00-365-0-0000	SURPLUS EQUIPMENT-AIRPORT	$2,250	$43,400	$2,250	$0	$2,318
005-00-365-0-1000	SURPLUS MATERIALS-MILLINGS/LIMEROCK-SALE	$0	$0	$0	$0	$0
005-00-365-0-1001	SURPLUS LAND-SALE	$0	$169,000	$0	$0	$0

005-00-369-9-1000	MISCELLANEOUS REVENUES	$3,500	$7,928	$3,500	$5,463	$3,605
005-00-369-9-1001	E-PAYABLES REVENUE SHARE	$300	$562	$300	$572	$309
005-00-369-9-2000	REFUNDS/REIMBURSEMENTS	$0	$0	$0	$873	$0
005-00-369-9-3000	LATE FEES	$0	-$10	$0	$0	$0
005-00-369-9-4000	INSURANCE CLAIMS - AIRPORT	$0	$0	$0	$4,235	$0
005-00-381-0-0000	TRANSFER FROM GENERAL	$284,340	$284,340	$284,340	$260,645	$200,000
005-00-389-2-8109	FAA West Taxilanes & Apron Fed	$755,061	$752,938	$17,000	$0	$0
005-00-389-2-8110	Fed FAA Taxiway "E"cho	$193,590	$88,083	$227,234	$90,817	$95,309
005-00-389-2-8932	FAA AIRPORT AGIS SURVEY & MAPPING	$0	$0	$137,025	$104,807	$0
005-00-389-2-8933	FAA Airport Aircraft Transient Apron	$0	$0	$0	$0	$67,760
005-00-389-3-7500	FDOT MASTER PLAN APD49	$0	$0	$285,000	$71,264	$115,000
005-00-389-3-7600	RUNWAY 9-27 A0799	$0	$0	$0	$0	$0
005-00-389-3-8000	RCO LEASE (BEACON GRANT)	$0	$684	$0	$570	$0
005-00-389-3-8906	FDOT GRANT OBSTRUCTION/TREE REMOVAL G088	$0	$0	$0	$25,314	$0
005-00-389-3-8920	FDOT Taxiway A WEST, Phase II	$16,104	$0	$0	$82,256	$0
005-00-389-3-8921	FDOT FUEL TRUCK PTGA G2340	$242,000	$240,000	$0	$0	$0
005-00-389-3-8922	FDOT West Taxilanes & Apron state	$83,896	$84,379	$15,621	$82,643	$0
005-00-389-3-8923	FDOT RWY 9 Obstruction Tree Removal state	$575,000	$63,475	$539,479	$324,813	$45,820
005-00-389-3-8924	FDOT Wildlife Hazard Assessment state	$25,000	$16,400	$8,600	$0	$0
005-00-389-3-8925	FDOT Bulk Hangar (W1-3) Apron Rehab state	$100,000	$100,000	$99,000	$0	$0
005-00-389-3-8926	FDOT RWY 9/27 EXT feasibility Study state	$100,000	$0	$100,000	$0	$0
005-00-389-3-8927	FDOT Access Control & Gate Improv state	$100,000	$10,154	$104,846	$101,193	$0
005-00-389-3-8928	FDOT CORPORATE	$262,500	$0	$262,500	$18,769	$900,000
005-00-389-3-8929	FDOT Emergency Generators	$250,000	$10,142	$248,000	$59,995	$179,863
005-00-389-3-8930	FDOT TAXIWAY 'E'CHO	$21,510	$11,419	$19,676	$10,091	$5,017
005-00-389-3-8931	FDOT AIRPORT AGIS SURVEY & MAPPING	$0	$0	$15,225	$11,645	$0
005-00-389-3-8932	FDOT Airport RW 9/27 E END APPROACH	$0	$0	$500,000	$0	$500,000
005-00-389-3-8933	FDOT WILDLIFE HAZARD TRENCH FENCING	$0	$0	$600,000	$0	$300,000
005-00-389-3-8934	FDOT AIRPORT AIRCRAFT TRANSIENT APRON	$0	$0	$0	$0	$3,566
005-00-389-3-8935	AIRPORT RUNWAY MARKING REHAB 9.27 & 17.35	$0	$0	$0	$0	$200,000
030-00-301-0-0001	DOWNTOWN REDEVELOPMENT FORWARD	$923,777	$0	$839,383	$0	$1,125,121
030-00-301-0-0002	SOUTH HISTORIC BALANCE FORWARD	$122,286	$0	$299,314	$0	$445,200
030-00-301-0-0003	NORTH HISTORIC BALANCE FORWARD	$62,739	$0	$85,311	$0	$129,372
030-00-311-0-3100	DOWNTOWN REDEV COUNTY SHARE	$355,722	$332,808	$402,603	$377,908	$477,105
030-00-311-0-3110	DOWNTOWN REDEV CITY SHARE	$244,538	$240,835	$276,766	$276,764	$323,447

030-00-311-0-3200	SOUTH HISTORIC COUNTY SHARE	$109,900	$106,447	$129,505	$122,470	$141,394
030-00-311-0-3220	SOUTH HISTORIC CITY SHARE	$75,549	$77,030	$89,027	$89,027	$95,856
030-00-311-0-3300	NORTH HISTORIC COUNTY SHARE	$38,049	$36,145	$39,657	$37,673	$46,056
030-00-311-0-3330	NORTH HISTORIC CITY SHARE	$26,156	$26,156	$27,262	$27,262	$31,223
030-00-365-0-1000	SALE OF SURPLUS LAND-100 BLOCK	$0	$0	$0	$0	$0
030-00-365-0-2000	SALE OF HAMMOCK HALL 429 KIRBY ST	$131,926	$143,502	$0	$0	$0
030-00-365-0-2500	PROCEEDS FROM SALE OF SURPLUS PROPERTY	$0	$51,000	$0	$0	$0
030-00-366-0-0001	CONTRIBUTION-215 DODGE ST	$0	$0	$0	$0	$0
030-00-366-0-0002	CONTRIBUTION-DOWNTOWN LANDSCAPING	$0	$0	$0	$0	$0
030-00-366-0-0003	CONTRIBUTION - BENCHES	$0	$2,200	$0	$0	$0
041-00-301-0-0100	CASH BALANCE FOWARD	$4,022,639	$0	$4,022,639	$433,558	$4,022,639
041-00-301-0-0101	WATER IMPACT FEES BALANCE FORWARD	$77,223	$0	$77,223	$0	$77,223
041-00-301-0-0102	WASTEWATER IMPACT FEES BALANCE FORWARD	$156,217	$0	$156,217	$0	$156,217
041-00-301-1-0000	UTILITY CAPITAL REPLACEMENT BALANCE FORW..	$2,158,440	$0	$2,158,440	$0	$2,158,440
041-00-301-1-7000	FRUFC REBATE-CAP PROJECTS ONLY	$8,095	$0	$8,095	$0	$8,095
041-00-334-3-5000	DEO Lift Station 16 Expansion D0207	$334,000	$0	$340,196	$20,459	$329,443
041-00-334-3-5100	FDEP AND AND GRIT SG067	$150,812	$864,290	$0	$0	$0
041-00-343-6-1000	WATER SALES	$4,224,416	$4,384,723	$4,350,557	$3,652,355	$4,481,074
041-00-343-6-1010	WATER TAPS & RENEWALS	$50,171	$25,849	$51,676	$19,500	$53,226
041-00-343-6-1040	PENALTIES	$74,688	$71,212	$76,929	$59,035	$79,237
041-00-343-6-1050	WATER RENEWALS-BILLED	$0	$1,000	$0	$0	$0
041-00-343-6-2000	BROKEN METERS/LOCKS	$2,536	$760	$2,612	$930	$2,690
041-00-343-6-3000	WASTEWATER SERVICE REVENUE	$3,742,690	$3,926,932	$3,854,971	$3,276,787	$3,970,620
041-00-343-6-3010	WASTEWATER TAPS/RENEWALS	$49,481	$29,457	$50,965	$20,000	$52,494
041-00-343-6-3020	SEPTIC DUMPING (WWTP)	$210,243	$216,446	$216,550	$168,465	$223,047
041-00-343-6-4000	WATER IMPACT FEES	$256	$49,009	$251,326	$61,260	$258,866
041-00-343-6-5000	WASTEWATER IMPACT FEES-NEW CONSTRUCTION	$443	$68,748	$264,495	$59,692	$272,430
041-00-361-1-1000	INTEREST-SERIES 98 SINKING FD	$811	$5,267	$843	$2,984	$868
041-00-361-1-1100	INTEREST DW 540250	$99	$69	$103	$324	$106
041-00-362-0-1000	COMMUNICATION TOWER LEASE	$27,829	$22,324	$28,942	$22,993	$29,810
041-00-362-0-1005	TATER FARMS LAND LEASE	$31,779	$24,750	$33,050	$24,750	$34,042
041-00-364-0-4900	SURPLUS EQUIPMENT-WATER	$7,704	$0	$8,012	$0	$8,252
041-00-369-9-1000	OTHER REVENUE	$7,810	$8,271	$8,122	$63	$8,366
041-00-369-9-1001	E-PAYABLES REVENUE SHARE	$834	$1,073	$869	$1,092	$895
041-00-381-0-3000	TRANSFER FROM CENTRAL TIF POTABLE LINE R...	$89,565	$0	$93,148	-$2	$100,000

041-00-381-0-3100	TRANSFER FROM SOUTH TIF-POTABLE LINE REP...	$27,000	$0	$28,080	$0	$30,000
041-00-384-0-1000	LOAN PROCEEDS	$987,000	$0	$0	$0	$0
041-00-384-0-1002	SRF 2019 MATCHING PROCEEDS DW54022	$1,819,356	$1	$593,000	$0	$0
041-00-384-0-1004	SRF DW54025 PROCEEDS Carbon Filters	$1,007,402	$0	$1,317,802	$0	$1,312,368
041-00-384-0-1005	SRF 54022 DOWNTOWN POTABLE	$0	$64,292	$23,219	$0	$0
041-00-384-0-3000	SUNTRUST SHORT TERM LOAN	$0	$0	$0	$0	$0
041-00-385-0-1200	GAIN ON SALE OF ASSETS	$0	$2,157	$0	$0	$0
041-00-389-2-8107	FEMA HMGP 4283-66 LIFT STATION GRANT	$0	$15,789	$334,000	$0	$0
041-00-389-2-8108	USDA-HURRICANE IRMA	$0	$0	$0	$0	$0
041-00-389-3-5010	CDBG MIT SANITARY WASTEWATER RESILIENCY	$192,356	$11,246	$382,000	$178,618	$198,859
041-00-389-5-2000	Fed CDBG DEO Madison to 11th	$750,000	$36,000	$748,674	$507	$714,000
041-00-389-5-2100	SANITARY SEWE SMART SENSOR	$0	$0	$0	$0	$103,000
041-00-389-5-3920	Fed DEO RIF St. Johns Ave Moseley to RR	$0	$448,484	$0	$322,716	$0
041-00-389-6-3000	FDEP LPA0354 Sewer Main and Manhole Lining	$2,000,000	$309,421	$1,625,000	$459,219	$2,000,000
041-00-389-6-3100	FDEP Potable Water state Northeast Northwest	$3,500,000	$0	$2,100,000	$5,792	$5,000,000
041-00-389-6-3200	FDEP Sewer Lining state	$1,000,000	$0	$1,000,000	$0	$1,000,000
041-00-389-7-1008	WWTP Biosolids LPR0004 FDEP	$2,911,370	$3,590,926	$1,324,600	$1,045,795	$242,985
041-00-389-7-1009	SJRWMD #35891 Madison to 11th	$100,000	$108,766	$500,000	$391,124	$694,000
042-00-347-2-2510	MISC REVENUE/SERVICE CHARGES	$547	$0	$569	$0	$597
042-00-369-9-1000	REFUNDS/REIMBURSEMENTS	$1,875	-$786	$1,950	$1,919	$5,000
042-00-369-9-1002	RESTAURANT LEASE	$53,880	$53,880	$56,035	$49,390	$58,837
042-00-369-9-1003	UTILITY REIMBURSEMENT-RESTAURANT	$26,400	$22,940	$27,456	$18,439	$28,829
042-00-369-9-1004	PROFIT SHARING FRANCHISE AGREEMENT	$61,442	$46,287	$49,920	$0	$52,416
042-00-369-9-2000	INSURANCE CLAIMS - GOLF	$0	$0	$0	$55,500	$0
042-00-389-9-0001	TRANSFER FROM GENERAL FUND	$53,700	$53,700	$38,647	$35,426	$40,000
043-00-302-0-0000	CASH BALANCE FORWARD	$360,357	$0	$360,357	$0	$360,357
043-00-343-4-1000	GARBAGE FEES-RESIDENTIAL	$3,334,312	$3,458,496	$3,467,684	$2,880,284	$3,571,715
043-00-343-4-1040	PENALTIES-SANITATION	$19,100	$17,264	$19,864	$13,881	$20,460
043-00-343-4-1500	CONTAINER USAGE FEES	$3,538	$4,905	$3,680	$4,615	$3,790
043-00-343-4-2500	DUMPSTER DROP OFF FEE	$15,580	$26,495	$16,203	$22,721	$16,689
043-00-343-4-4150	EXTRA GARBAGE	$11,500	$44,958	$11,960	$11,451	$12,319
043-00-364-0-4900	SURPLUS EQUIPMENT-SANITATION	$8,745	$0	$9,095	$0	$9,368
043-00-369-9-1000	MISC REVENUE	$0	$470	$6,240	$0	$6,163
043-00-369-9-1001	E-PAYABLES REVENUE SHARE	$586	$570	$609	$581	$627
043-00-382-0-1000	CONTRIBUTION FROM GENERAL FUND	$39,102	$39,102	$56,971	$52,223	$68,690

043-00-382-0-2000	CONTRIBUTIONS FROM UTILITIES	$37,240	$37,240	$54,258	$49,737	$65,419
043-00-384-1-0000	LOAN PROCEEDS	$499,362	$0	$0	$0	$0
043-00-389-2-8105	FEMA-FEDERAL-HURRICANE MATTHEW	$0	$0	$0	$0	$0
043-00-389-2-8106	FEMA-FEDERAL-HURRICANE IRMA	$0	$0	$0	$0	$0
043-00-389-2-8107	FEMA FED Hurricane Ian	$0	$6,868	$0	$0	$0
060-00-385-0-0120	LOSS ON SALE OF ASSETS	$0	$9	$0	$0	$0
060-00-385-0-1000	DIVIDENDS	$0	$523,241	$0	$0	$0
060-00-385-0-1001	ARA dividends	$0	$0	$0	$0	$0
060-00-385-0-1200	GAIN ON SALE OF ASSETS	$0	-$13	$0	$0	$0
060-00-385-0-5000	GAIN/LOSS MKT VALUE	$0	$3,839,729	$0	$0	$0
060-00-581-0-1210	EMPLOYEE CONTRIB-GENERAL	$0	$323,101	$0	$0	$0
060-00-581-0-2310	CITY CONTRIB-GENERAL	$0	$1,692,139	$0	$0	$0
067-00-385-0-0120	LOSS ON SALE OF ASSETS	$0	$1	$0	$0	$0
067-00-385-0-1000	DIVIDENDS	$0	$209,710	$0	$0	$0
067-00-385-0-1100	INTEREST EARNINGS	$0	$1	$0	$0	$0
067-00-385-0-1200	GAIN ON SALE OF ASSETS	$0	-$58	$0	$0	$0
067-00-385-0-1300	MISC INCOME	$0	$91,521	$0	$0	$0
067-00-385-0-4000	CAPITAL GAINS	$0	$0	$0	$0	$0
067-00-385-0-5000	GAIN/LOSS MKT VALUE	$0	$2,334,475	$0	$0	$0
067-00-581-0-1000	EMPLOYEE CONTRIBUTIONS	$0	$115,713	$0	$0	$0
067-00-581-0-2000	CITY CONTRIBUTION	$0	$391,979	$0	$0	$0
067-00-581-0-2001	City Contributions prior year in current year	$0	$0	$0	$0	$0
067-00-581-0-2500	PRIOR YR CONTRIBUTION	$0	$0	$0	$0	$0
067-00-581-0-3000	STATE CONTRIBUTIONS	$0	$113,281	$0	$0	$0
068-00-235-0-1000	DEFERRED COMPENSATION	$0	$0	$0	$0	$0
068-00-385-0-0120	LOSS ON SALE OF ASSETS	$0	$1	$0	$0	$0
068-00-385-0-1000	DIVIDENDS	$0	$172,368	$0	$0	$0
068-00-385-0-1100	INTEREST EARNINGS	$0	$2	$0	$0	$0
068-00-385-0-1200	GAIN ON SALE OF ASSETS	$0	-$29	$0	$0	$0
068-00-385-0-1300	MISC INCOME	$0	$64,531	$0	$0	$0
068-00-385-0-4000	CAPITAL GAIN	$0	$0	$0	$0	$0
068-00-385-0-5000	GAIN/LOSS MKT VALUE	$0	$1,835,564	$0	$0	$0
068-00-581-0-1000	EMPLOYEE CONTRIBUTIONS	$0	$97,889	$0	$0	$0
068-00-581-0-2000	CITY CONTRIBUTION	$0	$488,498	$0	$0	$0
068-00-581-0-3000	STATE CONTRIBUTIONS	$0	$68,408	$0	$0	$0

091-00-364-0-0000	SALES - DISPOSITION OF FIXED ASSETS	$0	$775,795	$0	$0	$0
101-00-169-0-2500	TRANSFER IN	$0	$0	$0	$0	$0
101-00-301-0-1007	BETTER PLACE BALANCE FORWARD	$1,142,179	$0	$1,735,542	$873,449	$1,456,514
101-00-312-6-0000	DISCRETIONARY SALES SURTAX	$1,329,788	$1,346,793	$1,315,996	$1,359,364	$1,465,659
101-00-331-2-5501	USDA FIRE TRUCK	$0	$0	$0	$0	$0
101-00-331-2-5502	USDA PRICE MARTIN RESTROOMS	$0	$0	$0	$0	$0
101-00-331-2-5503	USDA DUMP TRUCK & SKID STEER	$0	$0	$0	$0	$0
101-00-331-2-5504	USDA VAC TRUCK	$0	$0	$0	$0	$0
101-00-331-2-5506	USDA BACKHOE AND TRUCKS	$0	$0	$0	$0	$0
101-00-331-2-5507	USDA STREET SWEEPER	$0	$0	$0	$0	$0
101-00-331-2-5508	USDA RBDG SIDEWALK IMPRVMNT	$150,000	$150,000	$100,000	$0	$0
101-00-331-2-5509	USDA PATROL CARS APPROPRIATION	$0	$0	$250,000	$0	$0
101-00-331-3-9006	CDBG MIT IRMA IR042	$543,585	$115,549	$994,048	$28,977	$1,377,000
101-00-331-3-9007	HMGP Kay Larkin FD	$113,887	$0	$287,655	$0	$306,011
101-00-331-3-9008	Fed RAISE	$300,000	$130	$1,500,000	$67,212	$3,000,000
101-00-331-4-1000	Fed DOT SS4A	$480,000	$0	$480,000	$0	$500,000
101-00-331-7-7001	WATER TAXI TERMINAL FACILITY	$0	$0	$0	$0	$0
101-00-331-7-7002	USDA LARIMER ROOF REPAIR, WEATHERIZATION &	$0	$0	$0	$0	$0
101-00-331-7-7003	LWCF BOOKER PARK PROJECT GRANT	$0	$92,755	$0	$0	$0
101-00-331-7-7004	CDBG CARES COVID SIDEWALKS	$2,402,347	$13,039	$2,000,000	$34,115	$3,000,000
101-00-334-2-3000	PRICE MARTIN RETROFIT SHELTER GRANT	$584,685	$16,140	$1,050,000	$22,171	$989,760
101-00-334-6-1000	AFFORDABLE HOUSING APPROPRIATION FUNDING	$1,000,000	$0	$950,000	$279,901	$1,900,000
101-00-334-7-7009	DOS AACH JENKINS GRANT	$329,270	$0	$517,500	$374,445	$78,803
101-00-334-7-7010	DHR BRONSON HOUSE	$0	$0	$367,900	$5,387	$367,900
101-00-334-7-7011	DOT SAFE STREETS 4 ALL	$0	$0	$0	$0	$500,000
101-00-334-9-1100	FDOT Downtown Streetscapes Phase II state	$329,270	$419,559	$1,200,000	$20,108	$1,060,334
101-00-334-9-1101	FDOT Downtown Streetscapes Phase II state	$0	$0	$0	$0	$400,000
101-00-337-7-0002	SHAW BUCK PARK IMPROVEMENTS	$0	$0	$50,000	$20,257	$0
101-00-337-7-0003	PALM BOWL PARK IMPROVEMENTS	$0	$0	$50,000	$36,283	$0
101-00-364-0-1000	FRANK GEORGE PROPERTY PROCEEDS	$0	$0	$0	$0	$0
101-00-381-0-1004	TRANSFER FROM TAX INCREMENT - STREETSCAP	$867,831	$0	$825,004	$0	$1,174,399
101-00-381-0-1200	TRANSFER FROM GENERAL	$307,470	$0	$186,202	$46,550	$150,000
101-00-381-0-1300	TRANSFER FROM UTILTIY FUND	$0	$0	$0	$0	$400,000
101-00-384-0-1000	LOAN/LEASE PROCEEDS	$1,251,000	$0	$1,398,941	$251,420	$1,224,628
300-00-331-5-1000	ARPA REVENUE	$1,972,392	$441,659	$1,546,460	$285,435	$1,283,471

CITY OF PALATKA, FL
2025-2026 PROPOSED REVENUE BUDGET

for Fiscal Year: 2026, Version: 1, Revenue Accounts

** Grand Totals **	$74,683,996	$53,136,949	$78,295,073	$35,575,840	$85,592,316

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Putnam
Principal Authority : City of Palatka	Taxing Authority : City of Palatka - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 631,797,836			(1)
2.	Current year taxable value of personal property for operating purposes	$ 106,621,855			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 1,236,421			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 739,656,112			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 1,389,926			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 738,266,186			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 714,185,521			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 3	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/30/2025 11:26:32 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	6.4000 per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 4,570,787	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 403,464	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 4,167,323	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 70,394,750	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 667,871,436	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	6.2397 per $1000	(16)
17.	Current year proposed operating millage rate	7.0000 per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 5,177,593	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County ☑ Municipality	☐ Independent Special District ☐ Water Management District	(19)
20.	Applicable taxing authority (check one)	☑ Principal Authority ☐ MSTU	☐ Dependent Special District ☐ Water Management District Basin	(20)
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 4,167,323	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	6.2397 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 4,615,232	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 5,177,593	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	7.0000 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	12.18 %	(27)

First public budget hearing	Date :	Time :	Place :
	9/10/2025	6:00 PM EST	201 N 2nd Street Palatka 32177

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :		Date :
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

· DR-420TIF, Tax Increment Adjustment Worksheet
· DR-420DEBT, Certification of Voted Debt Millage
· DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

All TRIM forms for taxing authorities are available on our website at
http://floridarevenue.com/property/Pages/TRIM.aspx

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Putnam
Principal Authority : City of Palatka	Taxing Authority : City of Palatka - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 631,797,836			(1)
2.	Current year taxable value of personal property for operating purposes	$ 106,621,855			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 1,236,421			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 739,656,112			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 1,389,926			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 738,266,186			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 714,185,521			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 3	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/30/2025 11:26:32 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

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10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	6.4000 per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 4,570,787	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 403,464	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 4,167,323	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 70,394,750	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 667,871,436	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	6.2397 per $1000	(16)
17.	Current year proposed operating millage rate	6.4000 per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 4,733,799	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County ☑ Municipality	☐ Independent Special District ☐ Water Management District	(19)
20.	Applicable taxing authority (check one)	☑ Principal Authority ☐ MSTU	☐ Dependent Special District ☐ Water Management District Basin	(20)
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 4,167,323	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	6.2397 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 4,615,232	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 4,733,799	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	6.4000 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	2.57 %	(27)

First public budget hearing	Date : 9/11/2025	Time : 6:00 PM EST	Place : 201 N 2nd Street Palatka 32177

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :		Date :
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

· DR-420TIF, Tax Increment Adjustment Worksheet
· DR-420DEBT, Certification of Voted Debt Millage
· DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

All TRIM forms for taxing authorities are available on our website at
http://floridarevenue.com/property/Pages/TRIM.aspx

CITY OF PALATKA
2024-2025 PROPOSED BUDGET HIGHLIGHTS

CITY OF PALATKA
2025-2026 BUDGET HIGHLIGHTS

FUNDS	DESCRIPTION	AMOUNTS	OPERATING	PERSONNEL	GRANT	CAPITAL
001	GENERAL	$25,868,802	$9,632,432	$13,262,633	$120,016	$2,853,721
005	AIRPORT	$4,329,694	$1,413,663	$483,697	$2,412,334	$20,000
030	TIF CRA	$2,814,774	$1,671,906	$107,627	$0	$1,035,241
042	GOLF	$185,679	$165,679	$0	$0	$20,000
041	UTILITIES	$27,623,292	$9,640,169	$2,809,902	$9,043,443	$6,129,778
043	SANITATION	$4,135,597	$2,107,866	$1,598,526	$0	$429,205
101	BETTER PLACE	$19,351,007	$790,612	$0	$13,022,669	$5,537,726
300	ARPA	$1,283,471		$0	$1,283,471	$0
2025 - 2026	**TOTALS**	**$85,592,317**	**$25,422,328**	**$18,262,385**	**$25,881,933**	**$16,025,671**
Percentage of 2025-2026 budget		**100.0%**	**29.7%**	**21.3%**	**30.2%**	**18.7%**

2024 - 2025 BUDGET COMPARED TO PROPOSED 2025 - 2026 BUDGET

2024 - 2025 ORIGINAL	**TOTALS**	**$75,924,388**	**$22,707,109**	**$16,198,333**	**$19,398,340**	**$17,620,606**
	DIFFERENCE	**($9,667,929)**	**($2,715,219)**	**($2,064,052)**	**($6,483,593)**	**$1,594,935**
2024 - 2025 AMENDED	**TOTALS**	**$78,295,102**	**$23,133,231**	**$16,367,530**	**$21,225,376**	**$17,568,966**
	DIFFERENCE	**($7,297,215)**	**($2,289,097)**	**($1,894,855)**	**($4,656,558)**	**$1,543,295**

CITY OF PALATKA
BUDGET VARIANCE BETWEEN 2025-2026 AND 2024-2025

PROPOSED BUDGET 2025-2026			2024-2025 ORIGINAL & FINAL APPROVED BUDGET			
FUNDS	DESCRIPTION	AMOUNTS	ORIGINAL APPROVED BUDGET 10/1/2024	APPROVED & AMENDED BUDGET 9/5/2025	VARIANCE BETWEEN ORIGINAL 24-25 & 25-26 BUDGETS	VARIANCE BETWEEN AMENDED 24-25 & 25-26 BUDGETS
001	GENERAL	$25,868,802	$23,259,095	$23,916,861	$2,609,707	$1,951,941
005	AIRPORT	$4,329,694	$3,793,105	$5,170,306	$536,589	($840,612)
030	TIF CRA	$2,814,774	$2,188,830	$2,188,830	$625,944	$625,944
042	GOLF	$185,679	$174,578	$174,578	$11,101	$11,101
041	UTILITIES	$27,623,292	$26,009,137	$26,032,356	$1,614,155	$1,590,935
043	SANITATION	$4,135,597	$4,006,922	$4,006,922	$128,675	$128,675
101	BETTER PLACE	$19,351,007	$14,946,260	$15,258,788	$4,404,747	$4,092,219
300	ARPA	$1,283,471	$1,546,461	$1,546,460	($262,990)	($262,989)
	TOTALS	**$85,592,317**	**$75,924,388**	**$78,295,102**	**$9,667,929**	**$7,297,215**
Percentage of 2025-2026 budget					**11.3%**	**8.5%**

Major reasons for the above change is the following:

General Fund

1. Public Records Request software $12K and ADP maintenance costs of $30K.
2. Assistant City Manager and Human Resource Director position were added.
3. Police Union negotiations fiscal impact of over $100K
4. Police vehicle financing costs are included.
5. City Hall and Annex Renovations decreased to $120K. Remaining funds to renovate chamber and finish building out Annex.
6. Street Light capital improvements of $193K are included.
7. Police Department personnel cost increase by $64K (1 position)
8. Public Works-Cemetery capital costs of $35K for tree removal and office upgrades.
9. Parks Capital includes $345K for playground renovations and $120K to improve (2) parks pickleball courts and recreation area.
10. Fire assessment variable and fixed rates remain the same as prior year
11. Fire Union negotiations fiscal impact of $170K
12. Fire truck and ladder truck financing costs are included.

Airport Fund

1. Increased by $536,589 from $3,793,105 to $4,329,694 due to uptick in grant activity.

TIF/CRA Fund

1. $300K Downtown bump out project included.
2. Retail strategies, branding, and costs to update the CRA plan total over $110K
3. Transfers to Better Place for the Streetscape increased by over $200K

Golf Fund

1. Operating costs increased by 11K

Utilities Funds

1.Water Treatment Plant capital cost includes over $600K for Water Tower, Scada Rebuild, Skidsteer, VFD Replacement, and flow meters.
2. Reclamation's capital improvements total over $600K. This includes Omni Beacons, Flow Control Gates, Shutoff valves, effluent panels, r

Sanitation Funds

1. Capital costs include a solid waste truck.

Better Place

1. More grants are expected to be completed - from $14,946,260 to $19,351,007 or $4,404,747 more

ARPA

1. Less funds remaining to be disbursed or encumbered

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
1	**Account Number**	**Description**	**2024 Budget**	**2024 Actual**	**2025 Budget**	**2025 Actual**	**2026 Budget**
2							
3		**GENERAL FUND**					
4							
5	**COMMISSIONERS**						
6							
7	001-01-511-1-1110	COMMISSIONERS SALARIES	$111,300	$118,027	$119,711	$98,400	$121,316
8	001-01-511-1-1200	LEGISLATIVE ASST SALARIES	$16,600	$0	$0	$0	$50,505
9	001-01-511-1-1210	COMMISS ACCRUED PAYROLL	$0	-$1,825	$0	$0	$0
10	001-01-511-1-2100	FICA TAX EXPENSE	$10,702	$8,820	$9,192	$7,373	$13,144
11	001-01-511-1-2200	RETIREMENT EXPENSE	$43,089	$36,054	$36,889	$30,700	$47,423
12	001-01-511-1-2300	HEALTH AND LIFE INSURANCE	$34,449	$7,578	$17,376	$6,825	$15,893
13	001-01-511-3-3100	PROFESSIONAL SERVICES	$72,350	$75,430	$88,646	$82,619	$90,000
14	001-01-511-3-4022	SCHOOLING/CONF-MAYOR	$14,502	$1,781	$10,000	$687	$7,500
15	001-01-511-3-4023	SCHOOLING/CONF-Commissioner W Jones	$17,100	$3,039	$10,000	$3,585	$7,500
16	001-01-511-3-4024	SCHOOLING/CONF-COMM CAMPBELL	$14,493	$5,558	$10,000	$6,941	$7,500
17	001-01-511-3-4025	SCHOOLING/CONF-COMM DAVIS	$16,422	$2,119	$10,000	$4,236	$7,500
18	001-01-511-3-4026	SCHOOLING/CONF-COMM BOROM	$16,976	$6,395	$10,000	$3,689	$7,500
19	001-01-511-3-4100	COMMUNICATIONS SERVICES	$6,000	$7,777	$6,240	$4,989	$6,000
20	001-01-511-3-4800	ADVERTISING	$11,575	$9,435	$14,000	$10,735	$15,000
21	001-01-511-3-4901	SPECIAL EVENTS & PROJECTS - Mayor Correa	$5,902	$3,300	$12,602	$2,600	$5,000
22	001-01-511-3-4903	SPECIAL EVENTS & PROJECTS - Commissioner Jones	$12,425	$6,460	$15,965	$5,192	$5,000
23	001-01-511-3-4904	SPECIAL EVENTS & PROJECTS - Commissioner Campbe	$5,200	$300	$8,700	$4,900	$5,000
24	001-01-511-3-4905	SPECIAL EVENTS & PROJECTS - Commissioner Davis	$8,822	$8,822	$10,000	$6,570	$5,000
25	001-01-511-3-4906	SPECIAL EVENTS & PROJECTS - Commissioner Borom	$8,465	$4,427	$13,997	$6,266	$5,000
26	001-01-511-3-4907	MAYOR'S RECEPTION	$15,000	$5,257	$10,000	$1,059	$6,000
27	001-01-511-3-4910	NEFLC	$3,675	$2,753	$5,000	$205	$5,000
28	001-01-511-3-4930	CITIZENS TRANSPORTATION	$0	$0	$25,000	$25,000	$0
29	001-01-511-3-5100	OFFICE SUPPLIES	$500	$436	$520	$268	$520
30	001-01-511-3-5260	UNIFORMS	$500	$165	$520	$269	$520
31	001-01-511-3-5280	OPERATING SUPPLIES	$3,089	$2,697	$3,213	$2,316	$3,213
32	001-01-511-3-5283	SBDC	$12,000	$8,000	$8,099	$0	$10,000
33	001-01-511-3-5284	AWARDS/RECONGNITION	$3,440	$2,193	$5,000	$451	$5,000
34	001-01-511-3-5286	YOUTH AMBASSADOR PROGRAM	$500	$163	$520	$147	$520
35	001-01-511-3-5287	NON-PROFIT ORGANIZATION ASSISTANCE	$0	$0	$0	$0	$50,000
36	001-01-511-3-5400	MEMBR,SUBSCRIPT,DUES	$4,700	$4,695	$5,000	$4,807	$5,000

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
37	001-01-511-6-6400	CAPITAL OUTLAY	$62,000	$0	$43,980	$38,286	$20,000
38	001-01-512-1-1200	REGULAR SALARIES	$34,000	$33,182	$31,160	$31,885	$31,500
39	001-01-512-1-2100	FICA TAX EXPENSE	$1,836	$2,538	$1,909	$2,439	$2,410
40							
41	**COMMISSIONER TOTAL**		**$567,612**	**$365,575**	**$543,238**	**$393,440**	**$561,464**

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
42							
43	**CITY MANAGER'S OFFICE**						
44							
45	001-20-512-1-1100	EXECUTIVE SALARIES	$259,866	$230,828	$304,203	$75,398	$313,485
46	001-20-512-1-1200	REGULAR SALARIES	$95,659	$68,725	$70,980	$58,434	$175,565
47	001-20-512-1-1210	ACCRUED SALARIES	$0	-$2,339	$0	$0	$0
48	001-20-512-1-2100	FICA TAX EXPENSE	$27,198	$22,600	$28,701	$10,135	$37,412
49	001-20-512-1-2200	RETIREMENT EXPENSE	$109,502	$86,263	$115,181	$37,677	$134,978
50	001-20-512-1-2300	HEALTH AND LIFE INSURANCE	$51,846	$26,055	$56,728	$3,385	$90,474
51	001-20-512-3-3100	PROFESSIONAL SERVICES	$12,000	$5,130	$15,000	$187	$15,000
52	001-20-512-3-3120	PRE-EMPLOYMENT EXPENSE	$95	$95	$99	$383	$200
53	001-20-512-3-4021	SCHOOLING/CONF-CITY MANAGER	$13,500	$8,519	$18,000	$6,015	$15,000
54	001-20-512-3-4100	COMMUNICATIONS SERVICES	$1,656	$1,723	$2,296	$1,365	$2,296
55	001-20-512-3-4200	POSTAGE AND FREIGHT	$800	$82	$832	$96	$832
56	001-20-512-3-4400	RENTALS AND LEASES	$467	$249	$486	$484	$0
57	001-20-512-3-4630	VEHICLE MAINTENANCE	$1,000	$300	$1,040	$273	$1,040
58	001-20-512-3-4700	PRINTING AND BINDING	$200	$0	$600	$44	$600
59	001-20-512-3-5000	FINES & FEES	$0	$212	$0	$335	$0
60	001-20-512-3-5100	OFFICE SUPPLIES	$1,000	$508	$1,200	$1,100	$1,200
61	001-20-512-3-5210	GAS AND LUBRICANTS	$2,000	$1,426	$2,080	$26	$2,080
62	001-20-512-3-5260	UNIFORMS	$480	$178	$600	$0	$600
63	001-20-512-3-5280	OPERATING SUPPLIES	$2,405	$2,918	$3,000	$4,277	$3,000
64	001-20-512-3-5400	MEMBR,SUBSCRIPT,DUES	$4,560	$3,123	$5,200	$210	$6,000
65	001-20-512-6-6400	CAPITAL OUTLAY	$0	$0	$20,000	$0	$10,000
66							
67	**CITY MANAGER'S OFFICE TOTAL**		**$584,234**	**$456,595**	**$646,226**	**$199,824**	**$809,762**
68							

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
69	**CITY CLERK**						
70							
71	001-21-512-1-1100	EXECUTIVE SALARIES	$59,765	$59,047	$64,155	$61,602	$71,253
72	001-21-512-1-1200	REGULAR SALARIES	$32,533	$22,104	$81,674	$35,291	$0
73	001-21-512-1-1210	ACCRUED SALARIES	$0	-$1,006	$0	$0	$0
74	001-21-512-1-1400	OVERTIME	$0	$39	$0	$1,226	$0
75	001-21-512-1-2100	FICA TAX EXPENSE	$7,061	$5,830	$11,156	$7,344	$5,451
76	001-21-512-1-2200	RETIREMENT EXPENSE	$28,428	$24,482	$44,770	$26,974	$19,666
77	001-21-512-1-2300	HEALTH AND LIFE INSURANCE	$12,599	$15,660	$13,785	$5,520	$13,182
78	001-21-512-3-3100	PROFESSIONAL SERVICES	$7,857	$5,324	$19,471	$13,174	$22,300
79	001-21-512-3-3120	PRE-EMPLOYMENT EXPENSE	$150	$150	$376	$299	$0
80	001-21-512-3-3400	CONTRACTUAL SERVICES	$14,743	$14,743	$10,533	$9,542	$10,006
81	001-21-512-3-3499	FEES-RECORDING/FILING	$0	$0	$0	$68	$0
82	001-21-512-3-4027	SCHOOLING/CONF-CITY CLERK	$5,000	$3,439	$9,975	$3,015	$5,000
83	001-21-512-3-4100	COMMUNICATIONS SERVICES	$500	$512	$520	$579	$520
84	001-21-512-3-4200	POSTAGE AND FREIGHT	$200	$93	$208	$42	$300
85	001-21-512-3-4400	RENTALS AND LEASES	$3,471	$2,771	$3,610	$2,984	$2,880
86	001-21-512-3-4700	PRINTING AND BINDING	$600	$777	$104	$194	$2,500
87	001-21-512-3-4810	LEGAL ADVERTISING	$6,355	$2,585	$6,609	$2,348	$7,000
88	001-21-512-3-5000	FINES & FEES	$250	-$37	$260	$202	$300
89	001-21-512-3-5100	OFFICE SUPPLIES	$500	$421	$520	$491	$600
90	001-21-512-3-5260	UNIFORMS	$200	$80	$208	$91	$400
91	001-21-512-3-5280	OPERATING SUPPLIES	$2,495	$1,253	$7,115	$438	$5,000
92	001-21-512-3-5400	MEMBR,SUBSCRIPT,DUES	$500	$285	$2,020	$596	$1,100
93							
94	**CITY CLERK TOTAL**		**$183,207**	**$158,552**	**$277,069**	**$172,019**	**$167,458**
95							
96							

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
97	**FINANCE**						
98							
99	001-22-513-1-1100	EXECUTIVE SALARIES	$122,062	$123,416	$128,037	$88,312	$121,758
100	001-22-513-1-1200	REGULAR SALARIES	$247,679	$273,322	$250,615	$215,753	$252,663
101	001-22-513-1-1210	ACCRUED SALARIES	$0	-$5,835	$0	$0	$0
102	001-22-513-1-1400	OVERTIME	$6,300	$4,040	$6,552	$8,520	$7,000
103	001-22-513-1-2100	FICA TAX EXPENSE	$28,767	$29,760	$10,296	$23,181	$29,179
104	001-22-513-1-2200	RETIREMENT EXPENSE	$111,150	$123,213	$118,258	$93,929	$105,272
105	001-22-513-1-2300	HEALTH AND LIFE INSURANCE	$55,938	$31,186	$41,224	$30,894	$70,563
106	001-22-513-3-3100	PROFESSIONAL SERVICES	$4,930	$3,833	$2,600	$298	$30,000
107	001-22-513-3-3120	PRE-EMPLOYMENT EXPENSE	$270	$200	$156	$657	$300
108	001-22-513-3-3200	ACCOUNTING AND AUDITING	$24,617	$24,051	$24,617	$16,724	$43,709
109	001-22-513-3-4020	SCHOOLING, CONFERENCE, ETC	$5,000	$3,749	$7,280	$3,363	$7,644
110	001-22-513-3-4100	COMMUNICATIONS SERVICES	$600	$552	$624	$410	$655
111	001-22-513-3-4200	POSTAGE AND FREIGHT	$2,050	$2,168	$780	$1,819	$825
112	001-22-513-3-4400	RENTALS AND LEASES	$800	$853	$1,132	$1,121	$1,800
113	001-22-513-3-4700	PRINTING AND BINDING	$1,100	$1,284	$1,144	$2,074	$1,500
114	001-22-513-3-5000	FINES & FEES	$0	$136	$0	$3,932	$5,000
115	001-22-513-3-5100	OFFICE SUPPLIES	$1,630	$810	$1,820	$1,065	$1,900
116	001-22-513-3-5260	UNIFORMS	$500	$0	$520	$0	$600
117	001-22-513-3-5280	OPERATING SUPPLIES	$3,000	$2,578	$1,780	$1,626	$1,900
118	001-22-513-3-5400	MEMBR,SUBSCRIPT,DUES	$500	$310	$520	$250	$500
119	001-22-513-6-6400	CAPITAL OUTLAY	$0	$0	$0	$0	$5,000
120							
121	**FINANCE TOTAL**		**$616,893**	**$619,625**	**$597,955**	**$493,928**	**$687,768**
122							

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
123	**HUMAN RESOURCES**						
124							
125	001-25-513-1-1100	EXECUTIVE SALARIES	$81,119	$67,417	$82,173	$67,955	$105,000
126	001-25-513-1-1200	SALARY	$44,226	$42,864	$42,525	$38,649	$130,494
127	001-25-513-1-1210	ACCRUED SALARIES	$0	-$1,689	$0	$0	$0
128	001-25-513-1-1400	OVERTIME	$0	$1,006	$800	$507	$600
129	001-25-513-1-2100	FICA TAX EXPENSE	$9,589	$8,214	$9,539	$7,927	$18,061
130	001-25-513-1-2200	RETIREMENT EXPENSE	$38,606	$34,187	$38,282	$32,796	$65,162
131	001-25-513-1-2300	HEALTH AND LIFE INSURANCE	$14,087	$14,186	$15,413	$13,456	$43,677
132	001-25-513-3-3100	PROFESSIONAL SERVICES	$19,500	$4,898	$22,500	$18,461	$25,000
133	001-25-513-3-3120	PRE-EMPLOYMENT EXPENSE	$200	$0	$358	$309	$300
134	001-25-513-3-4020	SCHOOLING, CONFERENCE, ETC	$3,700	$2,121	$4,010	$988	$4,576
135	001-25-513-3-4100	COMMUNICATIONS SERVICES	$1,192	$1,095	$787	$855	$563
136	001-25-513-3-4200	POSTAGE AND FREIGHT	$200	$102	$208	$201	$229
137	001-25-513-3-4310	NATURAL GAS	$200	$141	$0	$0	$0
138	001-25-513-3-4400	RENTALS AND LEASES	$600	$427	$624	$434	$686
139	001-25-513-3-4700	PRINTING AND BINDING	$492	$756	$812	$984	$563
140	001-25-513-3-4800	ADVERTISING	$10,800	$7,603	$8,500	$8,291	$8,500
141	001-25-513-3-5000	FEES & FINES	$325	$282	$380	$373	$420
142	001-25-513-3-5100	OFFICE SUPPLIES	$1,000	$363	$1,040	$867	$1,144
143	001-25-513-3-5260	UNIFORMS	$100	$0	$104	$0	$300
144	001-25-513-3-5280	OPERATING SUPPLIES	$7,100	$5,347	$4,835	$3,596	$4,576
145	001-25-513-3-5288	EMPLOYEE RECOGNITION SUPPLIES	$500	$425	$520	$376	$572
146	001-25-513-3-5400	MEMBR,SUBSCRIPT,DUES	$800	$599	$520	$364	$572
147	001-25-513-3-5500	WELLNESS PROGRAM	$12,000	$11,892	$12,480	$11,287	$13,728
148	001-25-513-6-6400	CAPITAL OUTLAY	$0	$0	$31,101	$0	$8,500
149							
150	**HUMAN RESOURCES TOTAL**		**$246,336**	**$202,236**	**$277,511**	**$208,677**	**$433,223**
151							

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
152	**FACILITIES MAINTENANCE**						
153							
154	001-23-519-1-1100	EXECUTIVE SALARIES	$124,214	$112,080	$127,082	$112,960	$134,180
155	001-23-519-1-1200	REGULAR SALARIES	$126,922	$88,232	$122,577	$91,692	$122,031
156	001-23-519-1-1210	ACCRUED SALARIES	$0	-$3,230	$0	$0	$0
157	001-23-519-1-1400	OVERTIME	$6,300	$4,203	$6,552	$9,633	$7,000
158	001-23-519-1-2100	FICA TAX EXPENSE	$19,694	$15,251	$19,600	$15,323	$20,136
159	001-23-519-1-2200	RETIREMENT EXPENSE	$77,350	$62,370	$78,657	$65,655	$72,646
160	001-23-519-1-2300	HEALTH AND LIFE INSURANCE	$80,363	$25,718	$39,214	$42,855	$48,694
161	001-23-519-1-2500	UNEMPLOYMENT COMP	$0	$2,113	$0	$238	$0
162	001-23-519-3-3100	PROFESSIONAL SERVICES	$15,000	$5,653	$8,135	$1,422	$10,000
163	001-23-519-3-3120	PRE-EMPLOYMENT EXPENSE	$1,000	$280	$1,040	$309	$300
164	001-23-519-3-4020	SCHOOLING, CONFERENCE, ETC	$5,000	$341	$5,200	$2,545	$5,000
165	001-23-519-3-4100	COMMUNICATIONS SERVICES	$1,258	$1,023	$1,308	$1,663	$1,800
166	001-23-519-3-4400	RENTALS AND LEASES	$1,500	$482	$1,560	$490	$1,600
167	001-23-519-3-4610	BUILDING MAINTENANCE	$8,000	$3,875	$8,320	$7,694	$25,000
168	001-23-519-3-4620	EQUIPMENT MAINTENANCE	$5,000	$737	$5,200	$363	$1,500
169	001-23-519-3-4630	VEHICLE MAINTENANCE	$5,000	$2,621	$5,200	$3,396	$5,500
170	001-23-519-3-5100	OFFICE SUPPLIES	$1,000	$219	$1,040	$0	$1,000
171	001-23-519-3-5210	GAS AND LUBRICANTS	$6,500	$3,885	$6,760	$4,027	$4,500
172	001-23-519-3-5250	SMALL TOOLS	$6,000	$4,204	$6,240	$4,267	$3,500
173	001-23-519-3-5260	UNIFORMS	$2,000	$1,533	$2,080	$1,523	$2,500
174	001-23-519-3-5280	OPERATING SUPPLIES	$6,000	$5,777	$8,240	$6,065	$3,500
175	001-23-519-3-5400	MEMBR,SUBSCRIPT,DUES	$2,000	$0	$2,080	$0	$500
176	001-23-519-6-6400	CAPITAL OUTLAY	$17,422	$0	$45,000	$45,000	$25,000
177	001-23-519-9-9104	REIMB FLEET MAINTENANCE	$13,034	$13,034	$18,990	$17,408	$22,897
178	001-23-517-7-7101	PRINCIPAL PUBLIC WORKS BLDG	$6,638	$0	$12,788	$0	$12,788
179	001-23-517-7-7201	INTEREST PUBLIC WORKS BLDG	$11,368	$0	$21,966	$11,533	$21,966
180							
181	**FACILITIES MAINTENANCE TOTAL**		**$548,563**	**$350,401**	**$554,829**	**$446,060**	**$553,538**
182							

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
183	**INFORMATION TECHNOLOGY**						
184							
185	001-17-516-1-1100	EXECUTIVE SALARIES	$0	$0	$0	$1,651	$0
186	001-17-516-1-2100	FICA TAX EXPENSE	$0	$0	$0	$126	$0
187	001-17-516-1-2200	RETIREMENT EXPENSE	$0	$0	$0	$507	$0
188	001-17-516-3-3100	PROFESSIONAL SERVICES	$165,965	$172,707	$175,724	$150,108	$195,000
189	001-17-516-3-4100	COMMUNICATIONS SERVICES	$0	$450	$1,000	$550	$1,000
190	001-17-516-3-5241	SOFTWARE	$42,438	$33,842	$32,745	$4,865	$55,000
191	001-17-516-3-5242	HARDWARE	$31,520	$31,130	$37,384	$37,133	$24,000
192	001-17-516-3-5401	SOFTWARE SUBSCRIPT, LICENSES	$117,460	$121,115	$135,782	$115,872	$160,000
193							
194	**INFORMATION TECHNOLOGY TOTAL**		**$357,383**	**$359,244**	**$382,634**	**$310,812**	**$435,000**
195							
196	**GENERAL ADMIN-CITY HALL**						
197							
198	001-04-513-3-3100	PROFESSIONAL SERVICES	$6,000	$3,193	$3,000	$1,233	$55,000
199	001-04-513-3-4100	COMMUNICATIONS SERVICES	$5,000	$4,225	$5,200	$5,081	$5,200
200	001-04-513-3-4200	POSTAGE AND FREIGHT	$2,450	$804	$2,600	$720	$2,600
201	001-04-513-3-4320	ELECTRICITY	$9,000	$9,156	$9,360	$8,221	$9,360
202	001-04-513-3-4400	RENTALS AND LEASES	$2,803	$779	$2,915	$659	$2,915
203	001-04-513-3-4610	CITY HALL BUILDING MAINTENANCE	$107,182	$69,448	$25,000	$24,407	$25,000
204	001-04-513-3-4615	ANNEX BUILDING EXP	$26,012	$26,012	$25,000	$12,883	$15,000
205	001-04-513-3-4620	EQUIPMENT MAINTENANCE	$1,250	$274	$4,160	$844	$4,160
206	001-04-513-3-4700	PRINTING AND BINDING	$6,300	$7,254	$3,640	$6,593	$6,000
207	001-04-513-3-5100	OFFICE SUPPLIES	$5,000	$4,249	$5,200	$3,945	$6,000
208	001-04-513-3-5230	JANITORIAL SUPPLIES	$1,500	$698	$4,560	$1,331	$4,560
209	001-04-513-6-6445	CITY HALL BUILDING IMPROVEMENTS	$0	$10,257	$98,662	$45,698	$85,000
210	001-04-513-6-6450	ANNEX HALL BUILDING IMPROVEMENTS	$119,338	$119,338	$50,000	$45,283	$35,000
211							
212	**GENERAL ADMIN-CITY HALL TOTAL**		**$291,835**	**$255,686**	**$239,297**	**$156,899**	**$255,795**
213							

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
214	**LEGAL COUNSEL**						
215							
216	001-04-514-1-1000	EXECUTIVE SALARIES	$153,920	$156,422	$162,785	$138,221	$162,785
217	001-04-514-1-1200	SALARIES	$0	$0	$0	$2,222	$0
218	001-04-514-1-1210	LEGAL PAYROLL ACCRUAL	$0	-$2,459	$0	$0	$0
219	001-04-514-1-2100	FICA TAXES	$11,775	$11,773	$12,453	$10,496	$12,453
220	001-04-514-1-2200	RETIREMENT-GENERAL	$47,407	$48,132	$49,975	$42,390	$44,929
221	001-04-514-1-2300	HEALTH AND LIFE INSURANCE	$30,784	$6,681	$7,951	$6,728	$8,139
222	001-04-514-3-3100	PROFESSIONAL SERVICES	$4,000	$14,515	$4,160	$7,637	$4,160
223	001-04-514-3-3110	FL BAR INTERN EXP	$3,000	$2,500	$3,000	$0	$3,000
224	001-04-514-3-4020	SCHOOLING/CONF-CITY ATTORNEY	$5,000	$3,567	$5,200	$2,358	$5,200
225	001-04-514-3-4200	POSTAGE & FREIGHT OUTGOING	$0	$1	$0	$4	$0
226	001-04-514-3-5000	FINES & FEES	$0	$54	$0	$692	$0
227	001-04-514-3-5260	UNIFORMS	$200	$0	$208	$0	$0
228	001-04-514-3-5280	OPERATING SUPPLIES	$1,000	$261	$1,040	$1,120	$1,040
229	001-04-514-3-5400	Membership, subscription, dues	$5,500	$4,988	$5,720	$5,652	$6,300
230	001-04-517-7-7101	PRINCIPAL-2020 ADMIN VEHICLE TD Equip	$5,624	$5,624	$5,727	$5,727	$11,454
231	001-04-517-7-7201	INTEREST-2020 ADMIN VEHICLE TD Equip	$155	$155	$52	$52	$104
232	001-04-519-1-2400	WORKERS COMP	$139,500	$206,732	$201,846	$254,381	$285,000
233	001-04-519-3-3100	PROFESSIONAL SERVIES	$12,399	$3,840	$37,895	$21,536	$30,000
234	001-04-519-3-3420	FIREWORKS - SPECIAL EVENTS	$40,000	$21,510	$50,000	$50,000	$52,000
235	001-04-519-3-4500	LIABILITY INSURANCE	$447,468	$412,286	$584,830	$551,384	$605,000
236	001-04-519-3-4510	INSURANCE CLAIMS REIMBURSABLE	$0	$43,911	$0	-$12,904	$20,000
237	001-04-519-3-4810	LEGAL ADVERTISING	$1,000	$0	$1,040	$4	$0
238	001-04-519-3-4920	PROPERTY TAX	$0	$7,670	$0	$9,817	$10,000
239	001-04-519-3-4930	SPECIAL EVENTS	$0	$0	$24,000	$24,000	$26,400
240	001-04-519-3-4940	SPECIAL EVENTS - FESTIVALS	$0	$0	$0	$0	$75,000
241	001-04-519-3-4951	BLUE CRAB EVENT	$52,601	$52,777	$50,000	$2,559	$0
242	001-04-519-6-6120	LAND PURCHASE	$46,810	$210,135	$24,682	$0	$0
243	001-04-519-8-8210	CHAMBER OF COMMERCE	$5,000	$5,000	$5,000	$5,000	$7,500
244	001-04-519-8-8220	DEO STRATEGIC REVITALIZATION GRANT	$0	$0	$40,000	$40,000	$0
245							
246	**LEGAL COUNSEL TOTAL**		**$1,013,143**	**$1,216,075**	**$1,277,564**	**$1,169,074**	**$1,370,464**
247							

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
248	**PLANNING DEPARTMENT**						
249							
250	001-02-524-1-1100	EXECUTIVE SALARIES	$91,101	$96,059	$105,105	$89,331	$110,838
251	001-02-524-1-1200	REGULAR SALARIES	$109,686	$92,260	$139,139	$107,152	$209,230
252	001-02-524-1-1210	ACCRUED SALARIES	$0	-$2,684	$0	$0	$0
253	001-02-524-1-1400	OVERTIME	$1,050	$1,489	$1,092	$543	$1,200
254	001-02-524-1-2100	FICA TAX EXPENSE	$15,441	$13,999	$18,768	$14,708	$24,577
255	001-02-524-1-2200	RETIREMENT EXPENSE	$61,842	$50,905	$75,318	$60,313	$88,670
256	001-02-524-1-2300	HEALTH AND LIFE INSURANCE	$28,327	$10,156	$30,994	$29,122	$59,435
257	001-02-524-3-3100	PROFESSIONAL SERVICES	$94,500	$56,834	$15,650	$3,444	$100,000
258	001-02-524-3-3120	PRE-EMPLOYMENT EXPENSE	$350	$449	$374	$223	$450
259	001-02-524-3-4020	SCHOOLING, CONFERENCE, ETC	$8,900	$2,989	$8,156	$4,351	$9,500
260	001-02-524-3-4100	COMMUNICATIONS SERVICES	$629	$630	$654	$710	$650
261	001-02-524-3-4200	POSTAGE AND FREIGHT	$1,500	$911	$1,560	$1,255	$1,700
262	001-02-524-3-4310	NATURAL GAS	$744	$744	$1,600	$643	$1,500
263	001-02-524-3-4330	CREDIT CARD FEES	$500	$1,080	$520	$1,579	$2,000
264	001-02-524-3-4400	RENTALS AND LEASES	$4,500	$4,269	$4,680	$5,474	$5,500
265	001-02-524-3-4620	EQUIPMENT MAINTENANCE	$1,500	$28	$1,560	$0	$1,600
266	001-02-524-3-4630	VEHICLE MAINTENANCE	$750	$10	$780	$0	$900
267	001-02-524-3-4700	PRINTING AND BINDING	$255	$255	$752	$1,715	$2,300
268	001-02-524-3-4810	LEGAL ADVERTISING	$14,000	$12,682	$14,560	$13,709	$14,000
269	001-02-524-3-5000	FEES & FINES	$50	-$8	$52	$201	$150
270	001-02-524-3-5100	OFFICE SUPPLIES	$1,500	$1,043	$1,560	$563	$1,560
271	001-02-524-3-5210	GAS AND LUBRICANTS	$750	$648	$780	$664	$800
272	001-02-524-3-5260	UNIFORMS	$900	$803	$312	$0	$900
273	001-02-524-3-5280	OPERATING SUPPLIES	$5,500	$4,595	$5,720	$6,437	$6,000
274	001-02-524-3-5400	MEMBR,SUBSCRIPT,DUES	$10,516	$105	$12,288	$658	$12,200
275	001-02-524-8-6402	DEO COMMUNITY PLANNING TECH ASSIST	$0	$0	$75,000	$75,000	$75,000
276							
277	**PLANNING DEPARTMENT TOTAL**		**$454,791**	**$350,251**	**$516,974**	**$417,796**	**$730,660**
278							

	A	B	C	D	E	F	G
279	**POLICE**						
280							
281	001-07-517-7-7101	PRINCIPAL-2019 BB&T POLICE VEHICLES	$57,070	$57,070	$0	$0	$0
282	001-07-517-7-7106	PRINCIPAL-2020 POLICE CARS TD equip	$103,764	$103,764	$105,653	$105,653	$0
283	001-07-517-7-7107	LEASE-POLICE CARS	$85,442	$84,000	$84,000	$84,000	$85,000
284	001-07-517-7-7108	PRINCIPAL- AMERIS LOAN #281 2024 POLICE CARS	$56,600	$40,878	$96,867	$85,290	$89,970
285	001-07-517-7-7109	PRINCIPAL-2025 BANK LOAN POL VEH	$0	$0	$0	$0	$64,480
286	001-07-517-7-7201	INTEREST-2019 BB&T POLICE VEHICLES	$936	$1,164	$0	$0	$0
287	001-07-517-7-7206	INTEREST-2020 POLICE CARS TD equip	$2,867	$2,867	$961	$961	$0
288	001-07-517-7-7207	INTEREST-BB&T POL VEH 2021	$2,405	$2,405	$2,448	$1,448	$485
289	001-07-517-7-7208	INTEREST - AMERIS LOAN #281 2024 POLICE ...	$11,400	$12,771	$21,941	$22,006	$17,327
290	001-07-517-7-7209	INTEREST-2025 BANK LOAN POL VEH	$0	$0	$0	$0	$25,143
291	001-07-521-1-1100	EXECUTIVE SALARIES	$421,910	$405,221	$420,147	$377,353	$442,533
292	001-07-521-1-1101	VOCA MATCH EXEC SALARIES	$0	$6,862	$0	$0	$0
293	001-07-521-1-1200	REGULAR SALARIES	$1,277,701	$1,522,588	$1,751,389	$1,540,105	$1,982,075
294	001-07-521-1-1210	ACCRUED SALARIES	$0	-$32,436	$0	$0	$0
295	001-07-521-1-1220	CLERICAL SALARIES	$265,609	$232,112	$274,839	$236,935	$277,641
296	001-07-521-1-1221	VOCA SALARIES	$0	$13,698	$0	$0	$46,137
297	001-07-521-1-1300	OTHER SALARIES & WAGES	$13,850	$0	$0	$0	$38,850
298	001-07-521-1-1400	OVERTIME	$201,726	$123,363	$242,000	$206,163	$200,000
299	001-07-521-1-2100	FICA TAX EXPENSE	$166,831	$167,050	$206,196	$175,565	$224,994
300	001-07-521-1-2101	FICA TAX VOCA EXPENSE	$0	$549	$0	$0	$3,529
301	001-07-521-1-2102	FICA TAX VOCA MATCH EXPENSE	$0	$413	$0	$0	$0
302	001-07-521-1-2200	RETIREMENT-CLERICAL BENEFIT	$81,808	$65,564	$84,375	$69,986	$100,085
303	001-07-521-1-2201	PENSION-POLICE BENEFIT	$339,000	$384,007	$467,742	$366,904	$544,321
304	001-07-521-1-2202	RETIREMENT-VOCA CLERICAL BENEFIT	$0	$4,103	$0	$0	$0
305	001-07-521-1-2203	RETIREMENT-VOCA MATCH BENEFIT	$0	$1,339	$0	$0	$0
306	001-07-521-1-2300	HEALTH AND LIFE INSURANCE	$490,480	$479,509	$556,055	$502,845	$552,639
307	001-07-521-1-2401	WORKERS COMP VOCA	$0	$34	$0	$0	$0
308	001-07-521-1-2402	WORKERS COMP VOCA MATCH	$0	$187	$0	$0	$0
309	001-07-521-1-2500	UNEMPLOYMENT COMP	$0	$0	$0	$30	$0
310	001-07-521-1-2601	WORKERS COMP VOCA CONTRA	$0	-$34	$0	$0	$0
311	001-07-521-1-2602	WORKERS COMP VOCA MATCH CONTRA	$0	-$187	$0	$0	$0
312	001-07-521-3-3100	PROFESSIONAL SERVICES	$80,293	$77,212	$121,240	$119,380	$135,000
313	001-07-521-3-3120	PRE-EMPLOYMENT EXPENSE	$5,000	$4,693	$4,000	$3,489	$4,000
314	001-07-521-3-3500	CONFIDENTIAL INFORMANTS - I&E vidence	$6,000	$855	$6,000	$479	$6,000
315	001-07-521-3-4020	SCHOOLING, CONFERENCE, ETC	$23,100	$23,016	$16,200	$13,839	$19,000

	A	B	C	D	E	F	G
316	001-07-521-3-4030	TRAINING & SCHOOLING	$0	-$45	$0	$0	$0
317	001-07-521-3-4100	COMMUNICATIONS SERVICES	$35,520	$35,563	$35,520	$30,887	$36,520
318	001-07-521-3-4200	OUTGOING POSTAGE/FREIGHT	$1,450	$760	$1,450	$682	$1,450
319	001-07-521-3-4320	ELECTRICITY	$11,500	$13,092	$11,500	$11,018	$11,500
320	001-07-521-3-4330	CREDIT CARD FEES	$50	$0	$50	$0	$500
321	001-07-521-3-4380	ANIMAL CONTROL	$2,000	$146	$10,000	$10,000	$3,000
322	001-07-521-3-4390	K-9 CARE	$4,400	$3,451	$4,400	$4,030	$4,400
323	001-07-521-3-4400	RENTALS AND LEASES	$6,200	$4,906	$6,200	$5,043	$6,200
324	001-07-521-3-4500	LIABILITY, AUTO, PROPERTY INSURANCE	$0	$0	$0	$2,731	$0
325	001-07-521-3-4510	INSURANCE CLAIMS REIMBURSABLE	$0	$58,973	$0	$34,420	$35,000
326	001-07-521-3-4610	BUILDING MAINTENANCE	$30,000	$28,590	$29,000	$29,078	$30,000
327	001-07-521-3-4620	EQUIPMENT MAINTENANCE	$8,230	$8,207	$8,230	$8,180	$8,500
328	001-07-521-3-4630	VEHICLE MAINTENANCE	$50,000	$47,604	$63,000	$58,068	$59,000
329	001-07-521-3-4640	RADIO MAINTENANCE	$500	$0	$0	$0	$0
330	001-07-521-3-4650	RANGE MAINTENANCE	$1,000	$992	$1,000	$951	$1,000
331	001-07-521-3-4680	STORM CLEANUP/REPAIR	$0	$0	$0	$1,319	$0
332	001-07-521-3-4700	PRINTING AND BINDING	$3,600	$3,151	$2,100	$2,456	$2,165
333	001-07-521-3-4950	POLICE ATHLETIC LEAGUE	$15,000	$15,000	$15,000	$15,000	$20,000
334	001-07-521-3-5000	FINES & FEES	$0	$122	$0	$324	$200
335	001-07-521-3-5100	OFFICE SUPPLIES	$1,500	$1,495	$1,500	$934	$1,500
336	001-07-521-3-5210	GAS AND LUBRICANTS	$160,000	$129,945	$119,500	$122,949	$140,000
337	001-07-521-3-5230	JANITORIAL SUPPLIES	$2,000	$1,989	$2,000	$1,756	$2,000
338	001-07-521-3-5260	UNIFORMS	$19,050	$18,406	$23,490	$12,629	$19,050
339	001-07-521-3-5270	PUBLIC SAFETY SCHOLARSHIP POLICE	$0	$0	$0	$0	$20,000
340	001-07-521-3-5280	OPERATING SUPPLIES	$28,100	$26,388	$82,587	$64,474	$43,400
341	001-07-521-3-5281	SPECIAL POLICE TRUST EXPENSE	$10,000	$9,988	$10,000	$7,504	$10,000
342	001-07-521-3-5282	EVIDENCE FUND EXPENSE	$0	$0	$22,672	$7,919	$0
343	001-07-521-3-5400	MEMBR,SUBSCRIPT,DUES	$1,075	$935	$1,725	$1,335	$1,725
344	001-07-521-6-6400	CAPITAL OUTLAY	$221,766	$215,496	$135,000	$119,441	$346,696
345	001-07-521-6-6401	VEHICLE PURCHASES	$545,755	$504,516	$353,985	$349,513	$100,000
346	001-07-521-8-8320	BULLET PROOF GRANT-50% CITY	$4,388	$4,154	$4,388	$683	$4,388
347	001-07-521-8-8370	BULLET PROOF GRANT	$4,388	$4,154	$4,388	$683	$4,388
348	001-07-521-8-8516	Rural Violent Crime Reduction 15PBJA-21-GK-03942	$15,000	$15,000	$0	$0	$0
349	001-07-521-8-8517	SAFE GRANT Equipment	$42,000	$41,816	$0	$0	$0
350	001-07-521-8-8531	2023 JAGC	$20,749	$20,597	$21,000	$0	$22,740
351	001-07-521-8-8532	FDLE GRANT POLICE CARS	$0	$0	$250,000	$250,000	$0
352	001-07-521-8-8540	2024 JAG D 6N045 Street Crimes Unit Technology Grant	$0	$0	$6,275	$5,926	$0

	A	B	C	D	E	F	G
353	001-07-521-8-8541	2024 JAG C 6N204	$0	$0	$22,406	$22,310	$0
354							
355	**POLICE TOTAL**		**$4,939,013**	**$5,000,028**	**$5,710,419**	**$5,094,674**	**$5,794,531**
356							

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
357	**CODE ENFORCEMENT**						
358							
359	001-19-521-1-1200	REGULAR SALARIES	$130,734	$126,645	$165,451	$134,341	$145,782
360	001-19-521-1-1210	ACCRUED SALARIES	$0	-$2,328	$0	$0	$0
361	001-19-521-1-1400	OVERTIME	$1,260	$1,365	$1,310	$843	$1,500
362	001-19-521-1-2100	FICA TAX EXPENSE	$10,098	$9,403	$12,757	$10,073	$11,267
363	001-19-521-1-2200	RETIREMENT EXPENSE	$40,266	$38,842	$48,184	$39,992	$40,650
364	001-19-521-1-2300	HEALTH AND LIFE INSURANCE	$50,655	$33,137	$58,863	$27,605	$27,247
365	001-19-521-3-3100	PROFESSIONAL SERVICES	$15,200	$10,236	$17,308	$10,944	$17,000
366	001-19-521-3-3110	Professional Services Orange Data	$3,000	$2,470	$4,400	$5,860	$6,000
367	001-19-521-3-3120	PRE-EMPLOYMENT EXPENSE	$300	$247	$408	$384	$600
368	001-19-521-3-4020	SCHOOLING, CONFERENCE, ETC.	$2,000	$1,499	$6,800	$6,785	$4,000
369	001-19-521-3-4100	COMMUNICATIONS SERVICES	$972	$1,023	$1,000	$1,005	$1,100
370	001-19-521-3-4200	POSTAGE AND FREIGHT	$1,770	$1,737	$1,700	$2,002	$1,700
371	001-19-521-3-4400	RENTALS AND LEASES	$1,000	$142	$1,040	$145	$1,000
372	001-19-521-3-4630	VEHICLE MAINTENANCE	$2,000	$429	$2,080	$572	$2,500
373	001-19-521-3-4700	PRINTING AND BINDING	$900	$1,390	$1,104	$946	$1,400
374	001-19-521-3-4810	LEGAL ADS	$1,000	$787	$2,000	$637	$2,200
375	001-19-521-3-5000	FINES & FEES	$60	$15	$62	$89	$100
376	001-19-521-3-5100	OFFICE SUPPLIES	$400	$84	$416	$237	$500
377	001-19-521-3-5120	ABATEMENT, LOT CLEANUP, DEMO	$54,877	$10,308	$16,935	$0	$26,000
378	001-19-521-3-5210	GAS AND LUBRICANTS	$900	$443	$936	$81	$1,100
379	001-19-521-3-5230	FILINGS AND MISC LEGAL FEES	$3,700	$3,699	$9,948	$2,088	$13,500
380	001-19-521-3-5260	UNIFORMS	$300	$213	$500	$198	$600
381	001-19-521-3-5280	OPERATING SUPPLIES	$500	$451	$520	$478	$600
382	001-19-521-6-6450	CAPITAL IMPROVEMENT	$5,000	$0	$0	$0	$25,000
383							
384	**CODE ENFORCEMENT TOTAL**		**$326,892**	**$242,238**	**$353,722**	**$245,304**	**$331,346**
385							

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
386	**FIRE**						
387							
388	001-08-517-7-7102	PRINCIPAL-2016 USBANCORP LEASE	$0	$3,734	$0	$0	$0
389	001-08-517-7-7107	PRINCIPAL-FIRE LADDER TRUCK LOAN	$0	$0	$0	$0	$181,159
390	001-08-517-7-7202	INTEREST-2016 USBANCORP LEASE	$0	$34	$0	$0	$0
391	001-08-517-7-7207	INTEREST-FIRE LADDER TRUCK LOAN	$0	$0	$0	$0	$70,641
392	001-08-522-1-1100	EXECUTIVE SALARIES	$191,755	$203,848	$317,252	$186,156	$226,863
393	001-08-522-1-1200	REGULAR SALARIES	$1,290,431	$1,279,434	$1,334,864	$1,287,132	$2,092,436
394	001-08-522-1-1210	ACCRUED SALARIES	$0	-$29,957	$0	$0	$0
395	001-08-522-1-1220	CLERICAL SALARIES	$36,130	$39,129	$76,575	$55,141	$81,900
396	001-08-522-1-1300	OTHER SALARIES & WAGES	$0	$25,956	$0	$480	$0
397	001-08-522-1-1400	OVERTIME	$147,000	$176,299	$150,000	$130,209	$150,000
398	001-08-522-1-2100	FICA TAX EXPENSE	$127,397	$126,563	$143,720	$122,091	$195,167
399	001-08-522-1-2200	CLERICAL RETIREMENT	$11,128	$20,009	$23,509	$17,032	$22,604
400	001-08-522-1-2201	FIRE PENSION	$459,478	$513,219	$531,981	$508,201	$757,303
401	001-08-522-1-2300	HEALTH AND LIFE INSURANCE	$345,353	$285,722	$291,982	$307,890	$508,078
402	001-08-522-3-3100	PROFESSIONAL SERVICES	$29,674	$27,391	$30,000	$2,126	$30,000
403	001-08-522-3-3120	PRE-EMPLOYMENT EXPENSE	$6,360	$6,359	$20,200	$601	$10,000
404	001-08-522-3-3410	CONTRACTUAL SERVICES	$2,350	$2,350	$16,500	$14,660	$9,500
405	001-08-522-3-4020	SCHOOLING, CONFERENCE, ETC	$21,300	$21,161	$25,000	$23,279	$30,000
406	001-08-522-3-4100	COMMUNICATION SERVICES	$12,500	$13,085	$15,000	$10,603	$15,000
407	001-08-522-3-4200	POSTAGE AND FREIGHT	$300	$118	$500	$160	$500
408	001-08-522-3-4310	NATURAL GAS	$1,700	$1,519	$2,800	$2,193	$2,800
409	001-08-522-3-4320	ELECTRICITY	$14,000	$16,797	$18,000	$13,940	$15,000
410	001-08-522-3-4330	CREDIT CARD FEES	$50	$0	$100	$0	$100
411	001-08-522-3-4400	RENTALS AND LEASES	$1,386	$1,102	$2,500	$2,056	$2,500
412	001-08-522-3-4500	LIABILITY INSURANCE	$0	$0	$0	$2,731	$8,892
413	001-08-522-3-4510	INSURANCE CLAIMS REIMBURSABLE	$0	$120,677	$0	$93,958	$100,000
414	001-08-522-3-4610	BUILDING MAINTENANCE	$26,500	$26,316	$30,000	$22,559	$30,000
415	001-08-522-3-4620	EQUIPMENT MAINTENANCE	$17,157	$17,087	$21,555	$18,922	$15,000
416	001-08-522-3-4630	VEHICLE MAINTENANCE	$96,001	$95,134	$79,000	$77,945	$80,000
417	001-08-522-3-4640	RADIO MAINTENANCE	$1,904	$1,904	$2,300	$2,156	$2,000
418	001-08-522-3-4680	STORM CLEANUP/REPAIR	$840	$567	$1,000	$653	$500
419	001-08-522-3-4700	PRINTING AND BINDING	$846	$865	$500	$936	$500
420	001-08-522-3-5000	FINES & FEES	$300	$345	$300	$564	$300
421	001-08-522-3-5100	OFFICE SUPPLIES	$1,538	$1,538	$3,000	$2,981	$2,000
422	001-08-522-3-5140	FIRE CODE ENFORCEMENT	$7,600	$7,582	$8,000	$5,911	$8,000

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
423	001-08-522-3-5210	GAS AND LUBRICANTS	$36,600	$36,899	$32,000	$28,765	$42,000
424	001-08-522-3-5230	JANITORIAL SUPPLIES	$3,683	$3,683	$3,861	$2,761	$5,000
425	001-08-522-3-5250	SMALL TOOLS	$9,500	$9,482	$8,500	$8,069	$10,000
426	001-08-522-3-5260	UNIFORMS	$63,485	$62,721	$54,400	$51,440	$60,000
427	001-08-522-3-5270	PUBLIC SAFETY SCHOLARSHIP FIRE	$10,270	$7,339	$7,084	$4,084	$14,560
428	001-08-522-3-5280	OPERATING SUPPLIES	$25,317	$24,965	$34,100	$31,780	$31,000
429	001-08-522-3-5282	USAR	$0	$0	$0	$0	$10,000

	A	B	C	D	E	F	G
430	001-08-522-3-5283	HAZARDOUS MATERIALS	$0	$0	$0	$0	$10,000
431	001-08-522-3-5284	SCBA MAINTENANCE	$0	$0	$0	$0	$5,000
432	001-08-522-3-5290	FIRE PUB ED EXPENSE	$6,000	$2,416	$3,000	$2,280	$1,500
433	001-08-522-3-5400	MEMBR, SUBSCRIPT, DUES	$2,319	$2,319	$3,000	$2,771	$3,000
434	001-08-522-6-6400	CAPITAL OUTLAY	$0	$0	$322,940	$271,863	$228,000
435	001-08-522-6-6401	VEHICLE PURCHASE	$0	$0	$51,861	$51,768	$0
436	001-08-522-6-6421	FIREHOUSE SUBS - GRANT	$39,025	$0	$0	$0	$0
437	001-08-522-6-6422	USAR Grant	$24,000	$0	$0	$0	$0
438	001-08-522-6-6460	FIRE CAPITAL REPLACEMENT	$20,579	$19,517	$0	$0	$0
439	001-08-522-6-6470	CITY MATCH FIRE - DECONTAMINATION	$5,171	$5,171	$0	$0	$0
440	001-08-522-6-6480	City Match DEM HMGP 4486-106-R wind retrofit	$0	$0	$31,962	$9,382	$0
441	001-08-522-8-1000	FIRE GRANT - DECONTAMINATION	$15,512	$15,512	$0	$0	$0
442	001-08-522-8-2400	Fed DEM HMGP 4486-106-R wind retrofit	$0	$0	$287,655	$4,768	$0
443	001-08-572-6-6423	FIRE GRANT	$132,000	$0	$0	$0	$0
444							
445	**FIRE TOTAL**		**$3,244,438**	**$3,195,912**	**$3,986,501**	**$3,383,000**	**$5,068,803**
446							
447	**STREETS**						
448							
449	001-09-541-1-1100	EXECUTIVE SALARIES	$56,084	$60,206	$61,152	$53,994	$67,704
450	001-09-541-1-1200	REGULAR SALARIES	$153,246	$168,670	$255,919	$207,772	$222,768
451	001-09-541-1-1210	ACCRUED SALARIES	$0	-$3,999	$0	$0	$0
452	001-09-541-1-1400	OVERTIME	$21,000	$14,400	$21,840	$14,655	$20,000
453	001-09-541-1-2100	FICA TAX EXPENSE	$17,620	$18,154	$25,927	$20,743	$23,751
454	001-09-541-1-2200	RETIREMENT EXPENSE	$70,942	$74,245	$104,046	$82,795	$85,690
455	001-09-541-1-2300	HEALTH AND LIFE INSURANCE	$94,413	$36,736	$50,816	$44,806	$57,437
456	001-09-541-3-3100	PROFESSIONAL SERVICES	$58,000	$55,685	$26,000	$21,927	$33,210
457	001-09-541-3-3120	PRE-EMPLOYMENT EXPENSE	$1,000	$931	$1,040	$422	$455
458	001-09-541-3-3430	TREE MAINTENANCE & PLANTING	$5,000	$0	$1,200	$327	$5,200
459	001-09-541-3-3440	TREE REMOVAL	$24,000	$13,850	$36,000	$29,600	$35,145
460	001-09-541-3-3460	RAILROAD SIGNAL MAINTENANCE	$11,000	$11,076	$9,880	$8,606	$9,880
461	001-09-541-3-4020	SCHOOLING, CONFERENCE, ETC	$6,000	$1,459	$6,240	$1,827	$6,240
462	001-09-541-3-4100	COMMUNICATIONS SERVICES	$3,600	$3,592	$3,744	$2,564	$3,744
463	001-09-541-3-4320	ELECTRICITY	$200,000	$222,346	$202,561	$204,214	$200,000
464	001-09-541-3-4400	RENTALS & LEASES	$20,000	$14,984	$8,800	$490	$8,000
465	001-09-541-3-4510	INSURANCE CLAIMS REIMBURSABLE	$0	$0	$0	$12,037	$15,000

	A	B	C	D	E	F	G
466	001-09-541-3-4610	BUILDING MAINTENANCE	$4,000	$19	$4,160	$2,888	$3,384
467	001-09-541-3-4620	EQUIPMENT MAINTENANCE	$30,000	$22,344	$26,200	$26,188	$40,000
468	001-09-541-3-4630	VEHICLE MAINTENANCE	$25,000	$13,017	$42,000	$38,876	$35,000
469	001-09-541-3-4660	TRAFFIC LIGHT REPAIR	$42,235	$27,219	$76,242	$70,776	$51,567
470	001-09-541-3-4661	STREET LIGHT REPAIR	$22,535	$20,925	$14,596	$0	$15,000
471	001-09-541-3-4662	STREET SIGNS	$20,000	$16,063	$38,800	$34,574	$40,000
472	001-09-541-3-4670	STORMWATER MAINTENANCE	$55,000	$39,320	$61,200	$57,745	$57,200
473	001-09-541-3-5000	FINES & FEES	$0	$848	$0	$797	$2,000
474	001-09-541-3-5100	OFFICE SUPPLIES	$1,000	$938	$1,040	$738	$1,500
475	001-09-541-3-5210	GAS AND LUBRICANTS	$30,000	$30,024	$41,600	$25,013	$30,000
476	001-09-541-3-5230	JANITORIAL SUPPLIES	$1,000	$1,111	$1,040	$1,124	$1,500
477	001-09-541-3-5250	SMALL TOOLS	$10,000	$9,471	$10,400	$8,800	$8,000
478	001-09-541-3-5260	UNIFORMS	$3,500	$2,614	$3,640	$4,641	$3,640
479	001-09-541-3-5270	CHEMICALS AND FERTILIZERS	$5,000	$1,374	$3,200	$46	$5,000
480	001-09-541-3-5280	OPERATING SUPPLIES	$24,000	$19,050	$20,800	$16,400	$20,000
481	001-09-541-3-5283	INMATE OPERATING SUPPLIES	$10,000	$5,633	$10,400	$8,502	$10,000
482	001-09-541-3-5330	PAVING ROAD REPAIRS	$85,000	$82,306	$79,154	$43,936	$80,000
483	001-09-541-3-5340	SIDEWALK REPAIRS	$56,000	$55,775	$71,240	$69,074	$30,000
484	001-09-541-3-5400	Memberships, Subscriptions, Dues	$1,500	$0	$1,560	$418	$1,000
485	001-09-541-6-6400	CAPITAL OUTLAY	$42,846	$0	$50,000	$48,501	$15,000
486	001-09-541-6-6401	Vehicle purchase	$185,723	$173,167	$0	$0	$45,000
487	001-09-541-6-6431	PAVING ROAD RENOVATIONS	$0	$0	$885,525	$0	$685,525
488	001-09-541-6-6453	RIVER ST RETAINING WALL	$0	$0	$128,338	$88,811	$0
489	001-09-541-8-6300	FDOT PED PIER MEMORIAL BRIDGE	$0	$0	$0	$0	$6,000
490	001-09-541-9-9104	REIMB FLEET MAINTENANCE	$13,034	$13,034	$18,990	$17,408	$22,897
491	001-09-517-7-7132	PRINCIPAL-N TIF ROAD RECONSTR	$11,918	$11,918	$12,352	$12,133	$12,802
492	001-09-517-7-7133	PRINCIPAL- AMERIS LOAN #281 LIFT AND TRAILER LO/	$29,429	$16,349	$38,742	$34,112	$35,983
493	001-09-517-7-7134	PRINCIPAL PUBLIC WORKS BLDG	$6,638	$0	$12,788	$0	$0
494	001-09-517-7-7135	PRNCIPAL - ROAD PAVING LOAN	$0	$0	$37,636	$0	$0
495	001-09-517-7-7232	INTEREST-N TIF ROAD RECONSTR	$8,983	$7,394	$6,541	$7,197	$8,083
496	001-09-517-7-7233	INTEREST - AMERIS LOAN #281 LIFT AND TRA...	$14,094	$5,108	$8,775	$8,801	$6,930
497	001-09-517-7-7234	INTEREST PUBLIC WORKS BLDG	$11,368	$0	$21,902	$11,533	$0
498	001-09-517-7-7235	INTEREST - ROAD PAVING LOAN	$0	$0	$28,976	$0	$0
499							
500	**STREETS TOTAL**		**$1,491,708**	**$1,267,357**	**$2,573,002**	**$1,345,811**	**$2,067,235**
501							

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
502	**CEMETERY**						
503							
504	001-14-569-3-3100	PROFESSIONAL SERVICES	$10,550	$6,855	$10,972	$3,779	$6,500
505	001-14-569-3-3440	TREE REMOVAL	$30,000	$10,000	$11,200	$2,700	$20,000
506	001-14-569-3-4100	COMMUNICATIONS SERVICES	$2,300	$2,294	$2,385	$2,165	$2,300
507	001-14-569-3-4320	ELECTRICITY	$4,000	$4,411	$4,160	$4,351	$4,160
508	001-14-569-3-4330	CREDIT CARD FEES	$1,000	$188	$1,040	$292	$500
509	001-14-569-3-4610	BUILDING MAINTENANCE	$10,000	$777	$10,400	$3,875	$15,000
510	001-14-569-3-4650	GROUNDS MAINTENANCE	$84,000	$55,582	$84,250	$50,900	$65,000
511	001-14-569-3-5100	OFFICE SUPPLIES	$1,000	$414	$1,040	$111	$500
512	001-14-569-3-5230	JANITORIAL SUPPLIES	$500	$397	$520	$125	$500
513	001-14-569-3-5250	SMALL TOOLS	$1,000	$0	$1,040	$0	$500
514	001-14-569-3-5270	CHEMICALS & FERTILIZER	$5,000	$0	$5,200	$0	$1,000
515	001-14-569-3-5280	OPERATING SUPPLIES	$3,000	$371	$3,120	$1,868	$18,000
516	001-14-569-6-6450	CAPITAL IMPROVEMENTS	$0	$0	$0	$0	$15,000
517							
518	**CEMETERY TOTAL**		**$152,350**	**$81,289**	**$135,327**	**$70,166**	**$148,960**
519							
520	**CULTURAL SERVICES**						
521							
522	001-03-573-1-1200	REGULAR SALARIES	$32,964	$35,439	$56,043	$35,911	$55,198
523	001-03-573-1-1210	ACCRUED SALARIES	$0	-$749	$0	$0	$0
524	001-03-573-1-1400	OVERTIME	$1,575	$3,597	$1,638	$1,901	$2,500
525	001-03-573-1-2100	FICA TAX EXPENSE	$2,642	$2,840	$4,413	$2,817	$4,414
526	001-03-573-1-2200	RETIREMENT EXPENSE	$10,153	$11,979	$17,708	$11,565	$15,925
527	001-03-573-1-2300	HEALTH AND LIFE INSURANCE	$21,929	$14,766	$15,532	$11,646	$10,674
528	001-03-573-3-3100	PROFESSIONAL SERVICES	$2,569	$635	$4,960	$918	$2,300
529	001-03-573-3-3120	PRE-EMPLOYMENT EXPENSE	$0	$0	$200	$55	$0
530	001-03-573-3-4020	SCHOOLING CONFERENCES	$0	$0	$1,500	$63	$1,500
531	001-03-573-3-4100	COMMUNICATION SERVICES	$972	$1,023	$3,210	$832	$1,500
532	001-03-573-3-4400	RENTALS AND LEASES	$900	$399	$936	$406	$736
533	001-03-573-3-4610	MAINTENANCE-BRONSON HOUSE	$37,000	$11,507	$6,000	-$592	$7,400
534	001-03-573-3-4611	MAINTENANCE-PUTNAM CO HIST SOCIETY MUSEUM	$2,000	$217	$2,600	$0	$2,600
535	001-03-573-3-4612	MAINTENANCE-ST JOHNS RIVER CENTER	$6,000	$3,261	$1,240	$95	$0
536	001-03-573-3-4613	MAINTENANCE-LARIMER ARTS CENTER	$5,000	$4,022	$5,200	$2,391	$5,000
537	001-03-573-3-4614	MAINTENANCE-TILGHMAN HOUSE	$400	$378	$416	$335	$1,000
538	001-03-573-3-4615	MAINTENANCE-TRAIN DEPOT	$12,000	$9,693	$16,200	$8,236	$5,200

	A	B	C	D	E	F	G
539	001-03-573-3-4616	MAINTENANCE-WATERWORKS	$5,000	$2,100	$5,200	$0	$4,000
540	001-03-573-3-4617	HAMMOCK HALL-MAINTENANCE	$300	$26	$0	$0	$0
541	001-03-573-3-4618	MAINTENANCE-WILLARD COOPER BUILDING	$1,000	$0	$40,000	$24,375	$5,000
542	001-03-573-3-4619	MAINTENANCE TERMINAL BUILDING	$500	$525	$1,000	$445	$1,000
543	001-03-573-3-4800	ADVERTISING	$500	$0	$520	$0	$520
544	001-03-573-3-4910	SPECIAL EVENT- RIVERFRONT	$7,000	$2,562	$31,800	$28,708	$35,000
545	001-03-573-3-4911	FIELD TRIPS-ST JOHNS RIVER CENTER	$500	$0	$520	$0	$0
546	001-03-573-3-5000	FINES & FEES	$100	$0	$104	$0	$100
547	001-03-573-3-5222	MERCHANDISE-ST JOHNS RIVER CENTER	$1,500	$0	$1,560	$0	$0
548	001-03-573-3-5230	JANITORIAL SUPPLIES	$1,000	$939	$1,040	$535	$2,000
549	001-03-573-3-5260	UNIFORMS	$200	$90	$208	$0	$200
550	001-03-573-3-5280	OPERATING-BRONSON HOUSE	$9,000	$9,261	$9,360	$9,478	$12,000
551	001-03-573-3-5281	OPERATING-PUTNAM CO HIST SOCIETY MUSEUM	$500	$0	$520	$0	$1,000
552	001-03-573-3-5282	OPERATING-ST JOHNS RIVER CENTER	$9,000	$10,704	$3,360	$7,574	$0
553	001-03-573-3-5283	OPERATING-LARIMER ARTS CENTER	$500	$0	$520	$200	$1,000
554	001-03-573-3-5286	OPERATING-WATERWORKS	$7,200	$7,060	$5,200	$6,309	$5,600
555	001-03-573-3-5289	OPERATING-TERMINAL BUILDING	$2,000	$2,074	$2,080	$1,877	$2,100
556	001-03-573-3-5290	HOLIDAY EVENT - Jingle Jam	$251	$242	$0	$0	$0
557	001-03-573-6-6400	CAPITAL OUTLAY	$0	$0	$30,000	$0	$20,000
558							
559	**CULTURAL SERVICES TOTAL**		**$182,155**	**$134,591**	**$270,788**	**$156,081**	**$205,467**
560							
561	**RECREATION**						
562							
563	001-06-572-1-1100	EXECUTIVE SALARIES	$68,221	$68,376	$72,618	$61,751	$81,900
564	001-06-572-1-1200	REGULAR SALARIES	$72,626	$63,534	$122,123	$55,131	$135,135
565	001-06-572-1-1210	ACCRUED SALARIES	$0	-$2,331	$0	$0	$0
566	001-06-572-1-1400	OVERTIME	$1,575	$589	$1,638	$2,282	$2,000
567	001-06-572-1-2100	FICA EXPENSE	$10,895	$9,367	$15,023	$8,593	$16,756
568	001-06-572-1-2200	RETIREMENT EXPENSE	$43,381	$36,262	$60,288	$34,144	$60,454
569	001-06-572-1-2300	HEALTH AND LIFE INSURANCE	$44,612	$46,476	$48,813	$44,325	$40,521
570	001-06-572-3-3100	PROFESSIONAL SERVICES	$3,112	$2,427	$2,060	$749	$3,500
571	001-06-572-3-3120	PRE-EMPLOYMENT EXPENSE	$900	$360	$500	$157	$400
572	001-06-572-3-4020	SCHOOLING/CONFERENCES	$2,500	$2,282	$3,500	$125	$5,000
573	001-06-572-3-4100	COMMUNICATIONS SERVICES	$1,440	$1,323	$2,508	$837	$2,508
574	001-06-572-3-4310	NATURAL GAS	$1,700	$353	$1,768	$0	$2,000
575	001-06-572-3-4320	ELECTRICITY	$3,000	$888	$3,120	$0	$2,000

	A	B	C	D	E	F	G
576	001-06-572-3-4322	ELECTRICITY-FRED GREEN PARK	$1,500	$1,523	$1,560	$1,428	$1,400
577	001-06-572-3-4325	ELECTRICITY-FORRESTER FIELD	$500	$334	$520	$370	$400
578	001-06-572-3-4326	ELECTRICITY-SHAW BUCK RECREATION	$500	$306	$520	$285	$400
579	001-06-572-3-4329	ELECTRICITY-BOOKER PARK	$1,200	$927	$1,248	$814	$800
580	001-06-572-3-4330	CREDIT CARD FEES-REC	$300	$250	$312	$280	$250
581	001-06-572-3-4400	RENTALS AND LEASES	$800	$400	$832	$406	$500
582	001-06-572-3-4510	INSURANCE CLAIMS REIMBURSABLE	$0	$8,420	$0	$0	$0
583	001-06-572-3-4610	BUILDING MAINTENANCE	$10,000	$1,687	$2,500	$1,754	$2,500
584	001-06-572-3-4620	EQUIPMENT MAINTENANCE	$1,000	$0	$1,040	$0	$1,000
585	001-06-572-3-4630	VEHICLE MAINTENANCE	$2,000	$1,677	$2,080	$872	$1,500
586	001-06-572-3-4651	MAINTENANCE-FRED GREEN PARK	$15,667	$12,549	$17,294	$11,503	$13,860
587	001-06-572-3-4653	MAINTENANCE-BOOKER PARK	$15,667	$13,165	$17,294	$12,134	$13,860
588	001-06-572-3-4654	MAINTENANCE-FORRESTER FIELD	$14,000	$12,628	$15,460	$11,503	$13,860
589	001-06-572-3-4655	MAINTENANCE-SHAW BUCK RECREATION	$15,667	$12,682	$17,294	$11,503	$13,860
590	001-06-572-3-4700	PRINTING AND BINDING	$1,090	$1,232	$1,500	$300	$1,500
591	001-06-572-3-5000	FEES & FINES	$100	$217	$104	$276	$300
592	001-06-572-3-5100	OFFICE SUPPLIES	$500	$77	$520	$0	$520
593	001-06-572-3-5210	GAS AND LUBRICANTS	$2,910	$2,839	$3,640	$2,112	$2,500
594	001-06-572-3-5230	JANITORIAL SUPPLIES	$600	$580	$624	$447	$800
595	001-06-572-3-5260	UNIFORMS	$500	$144	$520	$0	$450
596	001-06-572-3-5270	CHEMICALS & FERTILIZER	$1,000	$0	$1,040	$0	$1,000
597	001-06-572-3-5280	OPERATING SUPPLIES	$3,690	$3,328	$12,838	$5,719	$5,000
598	001-06-572-3-5281	PROGRAMS	$12,388	$10,885	$10,400	$2,648	$20,000
599	001-06-572-6-6400	CAPITAL OUTLAY	$0	$0	$0	$0	$25,000
600	001-06-572-6-6450	CAPITAL IMPROVEMENT	$164,500	$4,875	$64,500	$0	$50,000
601	001-06-572-8-5200	Libra Philanthropies Foundation	$15,000	$13,626	$4,250	$1,271	$0
602							
603	**RECREATION TOTAL**		**$535,041**	**$334,257**	**$511,849**	**$273,720**	**$523,434**
604							

	A	B	C	D	E	F	G
605	**PARKS**						
606							
607	001-15-517-7-7101	PRINCIPAL PUBLIC WORKS BLDG	$6,638	$0	$12,788	$0	$12,788
608	001-15-517-7-7201	INTEREST PUBLIC WORKS BLDG	$11,368	$0	$21,966	$11,533	$21,966
609	001-15-572-1-1200	REGULAR SALARIES	$98,550	$54,655	$105,105	$52,308	$110,838
610	001-15-572-1-1210	ACCRUED SALARIES	$0	-$1,110	$0	$0	$0
611	001-15-572-1-1400	OVERTIME	$6,300	$3,196	$6,552	$2,144	$7,000
612	001-15-572-1-2100	FICA TAX EXPENSE	$8,021	$4,322	$8,542	$4,149	$9,015
613	001-15-572-1-2200	RETIREMENT EXPENSE	$30,354	$17,723	$34,279	$16,514	$32,523
614	001-15-572-1-2300	HEALTH AND LIFE INSURANCE	$35,525	$10,416	$12,895	$3,092	$21,800
615	001-15-572-3-3100	PROFESSIONAL SERVICES	$30,000	$30,165	$32,440	$5,703	$40,435
616	001-15-572-3-3120	PRE-EMPLOYMENT EXPENSE	$1,000	$299	$1,040	$150	$1,123
617	001-15-572-3-3440	TREE REMOVAL	$15,000	$0	$15,600	$8,415	$16,380
618	001-15-572-3-4020	TRAINING, SCHOOLING, ETC	$3,000	$820	$3,120	$125	$2,500
619	001-15-572-3-4100	COMMUNICATIONS SERVICES	$1,400	$1,139	$1,456	$1,729	$1,529
620	001-15-572-3-4310	NATURAL GAS	$200	$211	$208	$179	$200
621	001-15-572-3-4315	WATER, SEWER, TRASH	$0	$0	$0	$35	$0
622	001-15-572-3-4321	DOWNTOWN/RIVERFRONT ELECTRICITY	$10,000	$11,016	$10,400	$10,647	$11,000
623	001-15-572-3-4323	ELECTRICITY-HANK BRYAN PARK	$5,000	$327	$5,200	$1,013	$5,000
624	001-15-572-3-4400	RENTALS AND LEASES	$3,000	$2,641	$3,120	$0	$2,500
625	001-15-572-3-4610	BUILDING MAINTENANCE	$1,500	$11	$1,560	$477	$1,500
626	001-15-572-3-4620	EQUIPMENT MAINTENANCE	$10,000	$3,040	$10,400	$1,508	$8,500
627	001-15-572-3-4630	VEHICLE MAINTENANCE	$5,000	$4,538	$5,200	$534	$3,000
628	001-15-572-3-4651	MAINTENANCE-FRED GREEN PARK	$4,000	$357	$10,000	$43	$10,000
629	001-15-572-3-4652	MAINTENANCE-HANK BRYAN PARK	$12,000	$10,594	$11,500	$6,782	$8,500
630	001-15-572-3-4653	MAINTENANCE-BOOKER PARK	$11,000	$10,209	$10,000	$384	$10,000
631	001-15-572-3-4654	MAINTENANCE-FORRESTER FIELD	$6,000	$335	$6,240	$48	$6,500
632	001-15-572-3-4655	MAINTENANCE-SHAW BUCK RECREATION AREA	$1,000	$0	$13,600	$3,877	$10,000
633	001-15-572-3-4656	MAINTENANCE-WESTOVER PARK	$6,000	$685	$2,640	$0	$6,240
634	001-15-572-3-4657	MAINTENANCE-PLAYGROUND 12TH & RIVER	$2,000	$1,800	$6,240	$882	$6,500
635	001-15-572-3-4658	MAINTENANCE - RIVERFRONT	$50,000	$47,714	$65,199	$28,981	$73,000

	A	B	C	D	E	F	G
636	001-15-572-3-4659	MAINTENANCE-EDGEMOORE & HUSSON PARK	$6,000	$0	$6,240	$0	$3,500
637	001-15-572-3-4660	MAINTENANCE BOOKER PARK MOBILE BATHROOM	$0	$0	$0	$0	$5,000
638	001-15-572-3-4662	DOWNTOWN MAINTENANCE & LIGHTING	$10,000	$1,841	$10,400	$60	$10,400
639	001-15-572-3-4663	MAINTENANCE-BIKE TRAIL	$500	$0	$520	$0	$500
640	001-15-572-3-4680	STORM CLEANUP/REPAIR	$0	$0	$0	$0	$10,000
641	001-15-572-3-5100	OFFICE SUPPLIES	$1,000	$543	$1,040	$750	$1,000
642	001-15-572-3-5210	GAS AND LUBRICANTS	$3,000	$44	$3,120	$0	$3,120
643	001-15-572-3-5230	JANITORIAL SUPPLIES	$1,000	$745	$1,040	$905	$1,000
644	001-15-572-3-5250	SMALL TOOLS	$9,825	$591	$10,218	$3,763	$10,218
645	001-15-572-3-5260	UNIFORMS	$2,000	$0	$2,080	$0	$1,400
646	001-15-572-3-5270	CHEMICALS & FERTILIZER	$5,000	$0	$5,200	$0	$3,500
647	001-15-572-3-5280	OPERATING SUPPLIES	$16,000	$14,616	$10,400	$4,703	$10,400
648	001-15-572-3-5283	INMATE OPERATING SUPPLIES	$3,000	$2,973	$3,120	$3,110	$3,120
649	001-15-572-3-5400	MEMBR,SUBSCRIPT,DUES	$1,000	$0	$1,040	$0	$1,000
650	001-15-572-6-6310	PARK IMPROVEMENT EXPENSE	$129,000	$110,801	$344,000	$0	$515,000
651	001-15-572-6-6400	CAPITAL OUTLAY	$13,994	$0	$64,000	$48,165	$100,000
652	001-15-572-6-6403	SPLASH PAD	$0	$0	$226,000	$0	$375,000
653	001-15-572-6-6450	CAPITAL IMPROVEMENTS	$26,500	$20,791	$27,560	$12,952	$30,000
654	001-15-572-9-9104	REIMB FLEET MAINTENCE	$13,034	$13,034	$18,990	$17,408	$22,897
655							
656	**PARKS TOTAL**		**$614,709**	**$381,083**	**$1,152,258**	**$253,068**	**$1,547,392**
657							
658	**PRICE MARTIN CENTER**						
659							
660	001-26-579-3-4100	COMMUNICATIONS SERVICES	$1,070	$1,059	$832	$1,039	$1,400
661	001-26-579-3-4310	NATURAL GAS	$800	$800	$832	$676	$1,000
662	001-26-579-3-4320	ELECTRICITY	$12,000	$15,631	$12,480	$14,330	$10,000
663	001-26-579-3-4610	BUILDING MAINTENANCE	$9,730	$4,045	$10,400	$3,213	$10,000
664	001-26-579-3-4620	EQUIPMENT MAINTENANCE	$3,000	$1,607	$3,120	$1,497	$3,300
665	001-26-579-3-4650	GROUNDS MAINTENANCE	$500	$0	$520	$0	$1,500
666	001-26-579-3-4680	STORM CLEANUP	$500	$0	$520	$0	$600
667	001-26-579-3-5230	JANITORIAL SUPPLIES	$500	$500	$520	$0	$600
668	001-26-579-3-5280	OPERATING SUPPLIES	$500	$435	$520	$0	$0
669	001-26-579-6-6400	CAPITAL OUTLAY	$0	$0	$5,000	$2,500	$30,000
670							
671	**PRICE MARTIN CENTER TOTAL**		**$28,600**	**$24,077**	**$34,744**	**$23,255**	**$58,400**
672							

	A	B	C	D	E	F	G
673	**WATER TAXIS**						
674							
675	001-27-549-3-4500	LIABILITY INSURANCE	$27,629	$36,252	$36,110	$42,922	$40,000
676	001-27-549-3-4610	TAXI TERMINAL BUILDING EXPENSE	$0	$2,044	$17,266	$17,084	$10,000
677	001-27-549-3-4630	RIVERBOAT MAINTENANCE	$37,000	$14,243	$32,480	$29,270	$35,000
678	001-27-549-3-4680	STORM CLEANUP/REPAIR	$0	$892	$0	$1,392	$2,000
679	001-27-549-3-5000	FINES & FEES	$500	$39	$520	$0	$600
680	001-27-549-6-6400	CAPITAL OUTLAY	$0	$0	$0	$0	$10,000
681							
682	**WATER TAXIS TOTAL**		**$65,129**	**$53,471**	**$86,376**	**$90,668**	**$97,600**
683							
684	**JENKINS GYMNASIUM**						
685							
686	001-40-572-3-3100	PROFESSIONAL SERVICES	$13,500	$12,638	$8,892	$7,833	$10,000
687	001-40-572-3-4020	SCHOOLING, CONFERENCE, ETC	$0	$0	$0	$0	$2,500
688	001-40-572-3-4100	COMMUNICATION SERVICES	$500	$413	$650	$3,097	$618
689	001-40-572-3-4320	ELECTRICITY	$20,000	$15,078	$20,800	$20,075	$20,800
690	001-40-572-3-4500	LIABILITY INSURANCE	$9,600	$8,627	$12,547	$11,724	$14,758
691	001-40-572-3-4610	BUILDING MAINTENANCE	$35,000	$23,944	$25,000	$11,084	$35,000
692	001-40-572-3-4620	EQUIPMENT MAINTENANCE	$0	$0	$0	$0	$10,000
693	001-40-572-3-4630	VEHICLE MAINTENANCE	$0	$0	$0	$0	$2,500
694	001-40-572-3-4650	GROUNDS MAINTENANCE	$0	$0	$5,200	$3,029	$5,200
695	001-40-572-3-5230	JANITORIAL SUPPLIES	$1,000	$901	$2,292	$1,888	$2,200
696	001-40-572-3-5280	OPERATING SUPPLIES	$2,000	$1,463	$14,000	$4,287	$5,500
697	001-40-572-6-6400	CAPITAL OUTLAY	$0	$0	$15,000	$0	$50,000
698							
699	**JENKINS GYMNASIUM TOTAL**		**$81,600**	**$63,063**	**$104,381**	**$63,015**	**$159,076**
700							
701	**TRANSFERS**						
702							
703	001-81-581-9-9130	TRANSFER TO TIF	$346,243	$0	$0	$0	$0
704	001-81-581-9-9140	TRANSFER TO GOLF FUND	$53,700	$53,700	$38,647	$35,426	$40,000
705	001-81-581-9-9150	TRANSFER TO BETTER PLACE FUND	$307,470	$0	$186,202	$46,550	$150,000
706	001-81-581-9-9160	TRANSFER TO AIRPORT FUND	$284,340	$284,340	$284,340	$260,645	$200,000
707							
708	**TRANSFERS TOTAL**		**$991,753**	**$338,040**	**$509,189**	**$342,622**	**$390,000**

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
709							
710	**RESERVES**						
711							
712	001-83-581-9-9900	OPERATING CASH RESERVE	$2,141,003	$0	$2,151,003	$0	$2,359,422
713	001-83-581-9-9901	EVIDENCE FUND RESERVE	$7,282	$0	$7,282	$0	$7,282
714	001-83-581-9-9902	LOT DEMOLITION/CLEANUP RESERVE	$22,075	$0	$22,075	$0	$22,075
715	001-83-581-9-9909	SPECIAL CEMETERY RESERVE	$118,889	$0	$118,889	$0	$118,889
716	001-83-581-9-9910	SPECIAL POLICE RESERVE	$61,271	$0	$61,271	$0	$61,271
717	001-83-581-9-9912	HAND GUN CLASSES RESERVE	$7,637	$0	$7,637	$0	$7,637
718	001-83-581-9-9913	FIRE PUBLIC EDUCATION RESERVE	$24,937	$0	$24,937	$0	$24,937
719	001-83-581-9-9921	LANDSCAPING CODE FEE RESERVE	$61,663	$0	$61,663	$0	$61,663
720	001-83-581-9-9922	INSURANCE RESERVE BUDGET ACCOUNT	$624,444	$0	$624,444	$0	$624,444
721	001-83-581-9-9923	PARKS BANK ACCT- DONATIONS	$284	$0	$284	$0	$284
722	001-83-581-9-9924	POLICE I&E ACCOUNT	$7,523	$0	$7,523	$0	$7,523
723	001-83-581-9-9925	FIRE CAPITAL REPLACEMENT RESERVE	$88,000	$0	$88,000	$0	$176,000
724							
725	**RESERVES TOTAL**		**$3,165,008**	**$0**	**$3,175,008**	**$0**	**$3,471,427**
726							
727	**GENERAL FUND TOTAL**		**$20,682,393**	**$15,449,645**	**$23,916,861**	**$15,309,911**	**$25,868,803**
728							

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
729	AIRPORT						
730							
731	005-05-517-7-7140	PRINCIPAL-AIRPORT VEHICLE	$5,395	$0	$5,493	$5,493	$0
732	005-05-517-7-7141	PRINCIPAL - GENERAL FUND LOAN	$0	$0	$50,000	$0	$50,000
733	005-05-517-7-7240	INTEREST-AIRPORT VEHICLE	$149	$149	$50	$50	$0
734	005-05-542-1-1100	EXECUTIVE SALARIES	$92,186	$95,251	$101,010	$83,415	$106,197
735	005-05-542-1-1200	REGULAR SALARIES	$177,162	$151,704	$173,750	$156,549	$204,204
736	005-05-542-1-1210	ACCRUED SALARIES	$0	$1,827	$0	$0	$0
737	005-05-542-1-1400	OVERTIME	$7,350	$7,793	$7,644	$9,536	$6,500
738	005-05-542-1-2100	FICA TAX EXPENSE	$21,167	$18,862	$21,604	$18,583	$24,243
739	005-05-542-1-2200	RETIREMENT EXPENSE	$82,959	$58,645	$86,698	$61,365	$75,753
740	005-05-542-1-2300	HEALTH AND LIFE INSURANCE	$8,364	$17,380	$18,463	$25,012	$58,627
741	005-05-542-1-2400	WORKERS COMP	$5,380	$7,974	$7,784	$9,812	$8,173
742	005-05-542-3-3100	PROFESSIONAL SERVICES	$29,500	$24,333	$29,500	$10,037	$30,975
743	005-05-542-3-3120	PRE-EMPLOYMENT EXPENSE	$1,000	$150	$1,000	$299	$1,050
744	005-05-542-3-3200	ACCOUNTING AND AUDITING	$5,287	$5,165	$5,287	$3,591	$9,387
745	005-05-542-3-4020	SCHOOLING, CONFERENCE, ETC	$5,000	$2,581	$5,000	$1,324	$5,250
746	005-05-542-3-4100	COMMUNICATIONS SERVICES	$16,000	$4,406	$16,000	$3,078	$16,800
747	005-05-542-3-4200	POSTAGE AND FREIGHT	$300	$178	$300	$0	$315
748	005-05-542-3-4310	NATURAL GAS	$1,000	$882	$1,000	$946	$1,050
749	005-05-542-3-4315	UTILITIES-WATER	$8,000	$8,345	$8,000	$6,469	$8,400
750	005-05-542-3-4320	ELECTRICITY	$20,000	$26,673	$20,000	$27,498	$21,000
751	005-05-542-3-4330	CREDIT CARD FEES	$30,000	$35	$30,000	$24,817	$31,500
752	005-05-542-3-4400	RENTALS AND LEASES	$11,700	$11,556	$11,700	$434	$12,285
753	005-05-542-3-4500	LIABILITY INSURANCE	$67,754	$71,309	$84,083	$91,339	$88,287
754	005-05-542-3-4510	INSURANCE CLAIMS REIMBURSABLE	$0	$0	$0	$17,164	$20,000
755	005-05-542-3-4610	BUILDING MAINTENANCE	$25,000	$9,852	$34,950	$25,188	$27,500
756	005-05-542-3-4615	HANGAR MAINTENANCE	$30,000	$5,206	$30,000	$18,169	$33,000
757	005-05-542-3-4620	EQUIPMENT/FIELD MAINTENANCE	$28,500	$21,673	$44,648	$38,700	$31,350
758	005-05-542-3-4630	VEHICLE MAINTENANCE	$5,000	$1,505	$5,000	$986	$5,250
759	005-05-542-3-4650	GROUNDS LANDSCAPING	$56,000	$54,690	$56,000	$45,319	$58,800
760	005-05-542-3-4800	ADVERTISING	$5,000	$0	$5,000	$0	$5,250
761	005-05-542-3-4810	LEGAL ADVERTISING	$1,000	$376	$1,000	$282	$1,050
762	005-05-542-3-4900	FLY-IN EVENT-EXPENSES	$20,000	$0	$20,000	$0	$21,000
763	005-05-542-3-5000	FEES & FINES	$0	$146	$0	$231	$0
764	005-05-542-3-5100	OFFICE SUPPLIES	$1,500	$919	$2,052	$2,007	$1,575
765	005-05-542-3-5170	100LL FUEL	$532,500	$278,620	$491,684	$247,804	$442,588

	A	B	C	D	E	F	G
766	005-05-542-3-5180	JET A FUEL	$294,000	$179,236	$264,000	$88,097	$238,000
767	005-05-542-3-5210	GAS AND LUBRICANTS	$2,500	$2,003	$2,500	$1,902	$2,625
768	005-05-542-3-5220	GENERAL MERCHANDISE	$5,000	$3,675	$5,000	$1,311	$5,250
769	005-05-542-3-5230	JANITORIAL SUPPLIES	$2,500	$1,503	$2,500	$1,376	$2,625
770	005-05-542-3-5260	UNIFORMS	$500	$0	$500	$0	$525
771	005-05-542-3-5280	OPERATING SUPPLIES	$6,000	$2,422	$9,013	$5,737	$6,300
772	005-05-542-3-5400	MEMBR,SUBSCRIPT,DUES	$6,800	$2,431	$6,800	$1,639	$7,140
773	005-05-542-3-5900	DEPRECIATION	$0	$967,576	$0	$0	$0
774	005-05-542-3-6000	AIRPORT SURPLUS LAND SPEND PLAN	$0	$0	$0	$0	$10,500
775	005-05-542-6-6309	FDOT WEST TAXILANES & APRON STATE	$100,000	$0	$15,621	$0	$0
776	005-05-542-6-6346	FAA West Taxilanes & Apron City Match	$16,779	-$8,026	$0	$0	$0
777	005-05-542-6-6450	CAPITAL IMPROVEMENTS	$22,920	$0	$14,953	$0	$20,000
778	005-05-542-8-6303	FDOT Taxiway "E"CHO	$21,510	$1	$19,676	$10,091	$5,016
779	005-05-542-8-6307	FDOT FUEL TRUCK PTGA G2340	$242,000	$0	$0	$0	$0
780	005-05-542-8-6308	FAA West Taxilanes & Apron Fed	$755,061	-$72,234	$17,000	$0	$0
781	005-05-542-8-6310	Fed FAA Taxiway "E"cho	$193,590	$0	$227,234	$90,817	$95,309
782	005-05-542-8-6311	FDOT RWY 9 Obstruction Tree Removal state	$575,000	$0	$539,479	$360,414	$45,820
783	005-05-542-8-6312	FDOT Wildlife Hazard Assessment state	$25,000	$16,400	$8,600	$0	$0
784	005-05-542-8-6314	FDOT Bulk Hangar (W1-3) Apron Rehab stat...	$100,000	$0	$99,000	$0	$0
785	005-05-542-8-6315	FDOT RWY 9/27 EXT feasibility Study state	$100,000	$0	$100,000	$0	$0
786	005-05-542-8-6316	FDOT Access Control & Gate Improv state	$100,000	$0	$104,846	$101,193	$0
787	005-05-542-8-6317	AIRPORT FDOT CORPORATE HANGAR	$262,500	$0	$262,500	$26,936	$900,000
788	005-05-542-8-6318	FDOT Emergency Generators	$250,000	$0	$248,000	$59,995	$179,863
789	005-05-542-8-6319	FAA AIRPORT AGIS SURVEY & MAPPING	$0	$0	$137,025	$105,908	$0
790	005-05-542-8-6320	FDOT AIRPORT AGIS SURVEY & MAPPING	$0	$0	$15,225	$11,768	$0
791	005-05-542-8-6321	FDOT AIRPORT MASTER PLAN	$0	$0	$285,000	$87,887	$115,000
792	005-05-542-8-6322	FDOT Airport RW 9/27 E END APPROACH	$0	$0	$500,000	$0	$500,000
793	005-05-542-8-6323	FDOT WILDLIFE HAZARD TRENCH FENCING	$0	$0	$600,000	$0	$300,000
794	005-05-542-8-6324	FAA AIRPORT AIRCRAFT TRANSIENT APRON	$0	$0	$0	$0	$67,760
795	005-05-542-8-6325	FDOT AIRPORT AIRCRAFT TRANSIENT APRON	$0	$0	$0	$0	$3,566
796	005-05-542-8-6326	FDOT AIRWAY RUNWAY MARKING REHAB 9.27 17.35	$0	$0	$0	$0	$200,000
797	005-05-542-9-9100	REIMB GENERAL FUND-ADMIN EXP	$164,918	$164,918	$177,268	$162,496	$217,037
798	005-05-542-9-9900	CONTINGENCY/RESERVE	$0	$0	$133,866	$0	$0
799							
800	**AIRPORT TOTAL**		**$4,546,731**	**$2,148,087**	**$5,170,306**	**$2,053,061**	**$4,329,695**
801							

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
802	TIF						
803							
804	**DOWNTOWN**						
805							
806	030-30-580-1-1100	EXEC SALARIES TIFDT	$0	$0	$38,500	$24,728	$49,000
807	030-30-580-1-2100	FICA TAX EXP TIF DT	$0	$0	$2,945	$1,670	$3,749
808	030-30-580-1-2200	RETIREMENT EXP TIF DT	$0	$0	$11,820	$7,592	$13,524
809	030-30-580-1-2300	HEALTH AND LIFE INSUR TIF DT	$0	$0	$8,140	$5,747	$9,065
810	030-30-580-3-3100	PROFESSIONAL SERVICES	$104,012	$10,304	$75,000	$980	$110,000
811	030-30-580-3-3105	SMALL BUSINESS DEVELOPMENT CENTER	$12,000	$12,000	$25,000	$18,750	$15,000
812	030-30-580-3-3109	MAINTENANCE CONTRACT	$35,000	$5,400	$35,000	$4,500	$20,000
813	030-30-580-3-3200	AUDIT EXPENSE	$10,675	$11,213	$10,775	$8,927	$11,900
814	030-30-580-3-4020	DOWNTOWN-SCHOOL,CONF,TRAVEL	$0	$0	$1,120	$0	$3,500
815	030-30-580-3-5280	MISC EXPENSES	$3,400	$0	$840	$9	$1,500
816	030-30-580-3-5281	DOWNTOWN OPS SUPPLIES	$0	$0	$140	$0	$0
817	030-30-580-3-5401	FRA ANNUAL DUES, TRAINING & CONFERENCE	$4,000	$841	$5,000	$611	$1,500
818	030-30-580-3-5402	DEO ANNUAL DUES	$175	$130	$175	$148	$200
819	030-30-580-6-6311	DOWNTOWN CHRISTMAS LIGHTS	$25,000	$23,713	$30,000	$29,134	$30,000
820	030-30-580-6-6314	RECRUITMENT PROJECT	$25,000	$25,000	$0	$0	$0
821	030-30-580-6-6316	WAYFINDING	$15,000	$0	$3,000	$0	$15,000
822	030-30-580-6-6319	BUILDING IMPROVEMENT GRANT	$121,000	$5,376	$160,000	$45,397	$135,000
823	030-30-580-6-6320	LANDSCAPING	$40,000	$2,857	$10,000	$0	$25,000
824	030-30-580-6-6321	SITE AMENITIES	$20,000	$19,330	$10,000	$6,900	$10,000
825	030-30-580-6-6328	PUBLIC ART	$10,000	$4,389	$23,000	$968	$25,000
826	030-30-580-6-6329	PROPERTY AQUISITION	$25,000	$14,385	$0	$0	$0
827	030-30-580-6-6332	ECONOMIC DEVELOPMENT	$0	$0	$0	$0	$15,000
828	030-30-580-6-6334	SPECIAL EVENTS GRANTS	$0	$0	$0	$0	$15,000
829	030-30-580-6-6336	LARIMER RENOVATIONS	$0	$0	$0	$0	$150,000
830	030-30-580-6-6400	CAPITAL OUTLAY	$50,000	$0	$73,403	$0	$5,000
831	030-30-580-9-9106	REIMB GENERAL-ADMIN EXP	$28,112	$28,112	$76,744	$70,349	$96,529
832	030-30-580-9-9108	REIMBURSEMENT-CONTR POLICE SERVICES	$0	$0	$128,246	$29,595	$128,246
833	030-30-580-9-9109	REIMBURSEMENT-CONTR CODE ENFR SERVICES	$0	$0	$25,276	$5,833	$25,276
834	030-30-580-9-9132	TRANSFER TO UTILITY FUND-POTABLE LINE RE...	$89,565	$0	$93,148	-$2	$100,000
835	030-30-580-9-9134	TRANSFER TO BETTER PLACE - STREETSCAPES	$867,831	$0	$671,482	$29	$911,684
836	030-30-580-9-9901	CONTINGENCY/RESERVE-DOWNTOWN	$40,257	$0	$0	$0	$0
837							
838	**DOWNTOWN TOTAL**		**$1,526,027**	**$163,050**	**$1,518,754**	**$261,864**	**$1,925,673**

	A	B	C	D	E	F	G
839							
840	**SOUTH HISTORIC**						
841							
842	030-31-580-1-1100	EXEC SALARIES TIFSouth	$0	$0	$12,100	$6,470	$16,100
843	030-31-580-1-2100	FICA TAX EXP TIFSouth	$0	$0	$926	$442	$1,232
844	030-31-580-1-2200	RETIREMENT EXP TIFSouth	$0	$0	$3,715	$1,986	$4,444
845	030-31-580-1-2300	HEALTH AND LIFE INSUR TIFSouth	$0	$0	$2,558	$1,370	$2,979
846	030-31-580-3-3100	PROFESSIONAL SERVICES	$17,016	$0	$7,700	$0	$15,000
847	030-31-580-3-3200	AUDIT EXPENSE	$3,355	$3,474	$3,355	$2,779	$3,740
848	030-31-580-3-4020	SOUTH- SCHOOL,CONF,TRAVEL	$0	$0	$347	$0	$0
849	030-31-580-3-5280	MISC EXPENSES	$867	$0	$259	$0	$650
850	030-31-580-3-5281	SOUTH OPS SUPPLIES	$0	$0	$43	$0	$0
851	030-31-580-3-5400	FRA ANNUAL DUES, TRAINING	$3,500	$184	$1,500	$198	$1,500
852	030-31-580-3-5402	DEO ANNUAL DUES	$110	$30	$110	$36	$110
853	030-31-580-6-6120	LAND PURCHASE	$30,000	$27,193	$0	$0	$0
854	030-31-580-6-6329	BUILDING IMPROVEMENT GRANT	$65,000	$79	$160,734	$0	$60,000
855	030-31-580-6-6333	SIGNAGE	$3,000	$0	$1,000	$0	$10,000
856	030-31-580-6-6337	SITE AMENITIES	$3,000	$0	$1,000	$0	$3,000
857	030-31-580-6-6341	LANDSCAPING	$4,000	$0	$3,000	$0	$10,000
858	030-31-580-6-6343	CAPITAL OUTLAY	$60,733	$0	$61,615	$0	$50,615
859	030-31-580-6-6344	324 RIVER ST REPAIRS TILGHMAN HOUSE	$121,193	$0	$155,378	$0	$300,000
860	030-31-580-6-6347	CODE COMPLIANCE	$0	$0	$0	$0	$70,000
861	030-31-580-6-9134	TRANSFER TO BETTER STREET	$0	$0	$0	$0	$20,621
862	030-31-580-9-9102	TRANSFER TO UTILITY- SOUTH POTABLE LINE ...	$27,000	$0	$28,080	$0	$30,000
863	030-31-580-9-9105	REIMB GENERAL	$8,501	$8,501	$26,167	$23,986	$34,210
864	030-31-580-9-9108	REIMBURSEMENT-CONTR POLICE SERVICES	$0	$0	$40,306	$9,301	$40,306
865	030-31-580-9-9109	REIMBURSEMENT-CONTR CODE ENFR SERVICES	$0	$0	$7,944	$1,833	$7,944
866	030-31-580-9-9901	CONTINGENCY/RESERVE - SOUTH	$91,193	$0	$0	$0	$0
867							
868	**SOUTH HISTORIC TOTAL**		**$438,468**	**$39,461**	**$517,838**	**$48,403**	**$682,451**
869							
870	**NORTH HISTORIC**						
871							
872	030-32-580-1-1100	EXEC SALARIES TIFNorth	$0	$0	$4,400	$2,294	$4,900
873	030-32-580-1-2100	FICA TAX EXP TIFNorth	$0	$0	$337	$156	$375
874	030-32-580-1-2200	RETIREMENT EXP TIFNorth	$0	$0	$1,351	$704	$1,352
875	030-32-580-1-2300	HEALTH LIFE INSURA TIFNorth	$0	$0	$930	$498	$907

	A	B	C	D	E	F	G
876	030-32-580-3-3100	PROFESSIONAL SERVICES	$8,815	$0	$2,600	$0	$4,300
877	030-32-580-3-3200	AUDIT EXPENSE	$1,220	$1,263	$1,220	$1,011	$1,360
878	030-32-580-3-4020	NORTH- SCHOOL,CONF,TRAVEL	$0	$0	$133	$0	$0
879	030-32-580-3-5280	MISC EXPENSES	$983	$0	$101	$0	$250
880	030-32-580-3-5281	NORTH OPS SUPPLIES	$0	$0	$17	$0	$0
881	030-32-580-3-5400	FRA ANNUAL DUES, TRAINING	$1,984	$27	$500	$61	$500
882	030-32-580-3-5402	DEO ANNUAL DUES	$16	$16	$16	$16	$24
883	030-32-580-6-6319	BUILDING IMPROVEMENT GRANT	$50,000	$120	$83,661	$0	$40,000
884	030-32-580-6-6322	GENERAL CAPITAL IMPROVEMENTS	$50,000	$38,197	$31,734	$0	$16,005
885	030-32-580-6-6328	CODE COMPLIANCE	$0	$0	$0	$0	$30,000
886	030-32-580-9-9105	REIMB GENERAL-ADMIN EXP	$5,981	$5,981	$7,693	$7,052	$10,359
887	030-32-580-9-9108	REIMBURSEMENT-CONTR POLICE SERVICES	$0	$0	$14,657	$3,382	$14,657
888	030-32-580-9-9109	REIMBURSEMENT-CONTR CODE ENFR SERVICES	$0	$0	$2,889	$667	$2,889
889	030-32-580-9-9134	TRANSFER TO BETTER PLACE	$0	$0	$0	$0	$78,774
890	030-32-580-9-9901	CONTINGENCY/RESERVE - NORTH	$7,148	$0	$0	$0	$0
891							
892	**NORTH HISTORIC TOTAL**		**$126,147**	**$45,604**	**$152,238**	**$15,841**	**$206,652**
893							
894	**TIF TOTAL**		**$2,090,642**	**$248,115**	**$2,188,830**	**$326,108**	**$2,814,776**
895							

	A	B	C	D	E	F	G
896	UTILITIES FUND						
897							
898	**WATER PLANT**						
899							
900	041-11-533-1-1100	EXECUTIVE SALARIES	$130,320	$11,004	$121,486	$0	$121,485
901	041-11-533-1-1200	REGULAR SALARIES	$380,096	$338,316	$279,553	$277,614	$271,635
902	041-11-533-1-1210	ACCRUED SALARIES	$0	-$12,685	$0	$0	$0
903	041-11-533-1-1400	OVERTIME	$47,250	$57,042	$49,140	$27,251	$50,000
904	041-11-533-1-2100	FICA TAX EXPENSE	$42,661	$30,069	$34,439	$22,951	$33,899
905	041-11-533-1-2200	RETIREMENT EXPENSE	$157,208	$69,222	$138,205	$72,486	$122,301
906	041-11-533-1-2300	HEALTH AND LIFE INSURANCE	$158,484	$73,236	$135,777	$48,836	$81,977
907	041-11-533-3-3100	PROFESSIONAL SERVICES	$119,063	$91,080	$62,400	$50,410	$50,000
908	041-11-533-3-3110	LAB/TESTING	$25,000	$6,725	$30,000	$14,069	$30,000
909	041-11-533-3-3120	PRE-EMPLOYMENT EXPENSE	$800	$756	$912	$664	$312
910	041-11-533-3-4020	SCHOOLING, CONFERENCE, ETC	$6,800	$3,800	$8,000	$6,952	$8,000
911	041-11-533-3-4100	COMMUNICATIONS SERVICES	$5,000	$4,666	$5,200	$5,041	$200
912	041-11-533-3-4200	POSTAGE AND FREIGHT	$200	$20	$208	$0	$100
913	041-11-533-3-4320	ELECTRICITY	$170,000	$162,571	$170,000	$146,889	$150,000
914	041-11-533-3-4400	RENTALS AND LEASES	$1,000	$427	$1,040	$434	$1,500
915	041-11-533-3-4500	LIABILITY INSURANCE	$1,000	$784	$1,307	$1,066	$1,500
916	041-11-533-3-4610	BUILDING MAINTENANCE	$19,500	$9,821	$25,000	$14,574	$15,000
917	041-11-533-3-4620	EQUIPMENT MAINTENANCE	$75,000	$51,537	$75,000	$57,543	$75,000
918	041-11-533-3-4630	VEHICLE MAINTENANCE	$1,000	$0	$1,040	$0	$1,000
919	041-11-533-3-4680	STORM REPAIR/CLEANUP	$0	$0	$0	$137	$0
920	041-11-533-3-5000	FINES & FEES	$500	$515	$520	$143	$520
921	041-11-533-3-5100	OFFICE SUPPLIES	$1,200	$136	$1,500	$1,088	$1,500
922	041-11-533-3-5210	GAS AND LUBRICANTS	$2,300	$3,013	$2,500	$3,282	$3,000
923	041-11-533-3-5230	JANITORIAL SUPPLIES	$1,500	$1,539	$1,560	$556	$1,500
924	041-11-533-3-5250	SMALL TOOLS	$2,000	$1,027	$4,000	$3,441	$4,000
925	041-11-533-3-5260	UNIFORMS	$5,000	$5,276	$5,500	$5,249	$6,000
926	041-11-533-3-5270	CHEMICALS AND FERTILIZERS	$125,000	$94,015	$249,400	$99,852	$150,000
927	041-11-533-3-5280	OPERATING SUPPLIES	$15,000	$7,327	$15,600	$14,447	$15,600
928	041-11-533-3-5400	MEMBR,SUBSCRIPT,DUES	$1,000	$0	$1,040	$456	$1,000
929	041-11-533-3-5900	DEPRECIATION	$0	$363,529	$0	$0	$0
930	041-11-533-6-6330	SRF DW54025 Carbon Filters	$1,007,402	$0	$1,317,802	$370,808	$1,312,368
931	041-11-533-6-6380	WELL UPGRADES	$50,000	$0	$55,000	$0	$55,000
932	041-11-533-6-6400	CAPITAL OUTLAY	$466,677	$6,689	$500,000	$321,705	$634,556

	A	B	C	D	E	F	G
933							
934	**WATER PLANT TOTAL**		**$3,017,961**	**$1,381,456**	**$3,293,129**	**$1,567,945**	**$3,198,953**
935							
936	**SEWER/WASTEWATER PLANT**						
937							
938	041-12-535-1-1100	EXECUTIVE SALARIES	$159,202	$107,631	$161,796	$89,039	$165,346
939	041-12-535-1-1200	REGULAR SALARIES	$375,000	$426,836	$432,368	$420,207	$409,500
940	041-12-535-1-1210	ACCRUED SALARIES	$0	-$22,150	$0	$0	$0
941	041-12-535-1-1220	CLERICAL SALARY	$47,564	$49,036	$49,467	$42,141	$50,232
942	041-12-535-1-1400	OVERTIME	$52,500	$32,770	$54,600	$26,544	$55,000
943	041-12-535-1-2100	FICA TAX EXPENSE	$48,521	$45,415	$53,415	$43,044	$52,026
944	041-12-535-1-2200	RETIREMENT EXPENSE	$179,184	$167,296	$197,594	$136,716	$187,702
945	041-12-535-1-2300	HEALTH AND LIFE INSURANCE	$150,532	$136,138	$139,594	$153,227	$125,814
946	041-12-535-3-3100	PROFESSIONAL SERVICES	$63,300	$12,840	$9,600	$3,393	$9,800
947	041-12-535-3-3110	LAB/TESTING	$62,000	$58,982	$61,000	$54,790	$59,000
948	041-12-535-3-3120	PRE-EMPLOYMENT EXPENSE	$1,500	$284	$1,560	$0	$1,500
949	041-12-535-3-3440	TREE REMOVAL	$0	$0	$1,560	$0	$2,000
950	041-12-535-3-3460	RAILROAD CROSSING MAINTENANCE	$650	$232	$676	$236	$350
951	041-12-535-3-4000	TRAVEL	$1,200	$645	$1,248	$1,409	$1,600
952	041-12-535-3-4020	SCHOOLING, CONFERENCE, ETC	$6,500	$3,787	$6,760	$4,236	$4,000
953	041-12-535-3-4100	COMMUNICATIONS SERVICES	$9,900	$9,622	$10,296	$9,068	$10,300
954	041-12-535-3-4200	POSTAGE AND FREIGHT	$1,100	$280	$1,144	$177	$500
955	041-12-535-3-4310	NATURAL GAS	$6,000	$5,574	$6,240	$4,719	$6,000
956	041-12-535-3-4320	ELECTRICITY	$245,000	$265,016	$250,000	$252,336	$280,000
957	041-12-535-3-4330	CREDIT CARD FEES	$1,000	$468	$1,040	$228	$500
958	041-12-535-3-4400	RENTALS AND LEASES	$44,500	$47,662	$46,800	$30,271	$43,000
959	041-12-535-3-4500	LIABILITY INSURANCE	$1,100	$784	$1,438	$1,066	$1,200
960	041-12-535-3-4610	BUILDING MAINTENANCE	$4,000	$502	$4,160	$1,487	$10,000
961	041-12-535-3-4620	EQUIPMENT MAINTENANCE	$175,000	$168,386	$165,000	$145,374	$165,000
962	041-12-535-3-4630	VEHICLE MAINTENANCE	$6,200	$5,601	$3,328	$2,366	$3,200
963	041-12-535-3-4680	STORM CLEANUP/REPAIR	$0	$0	$0	$236	$700
964	041-12-535-3-4700	PRINTING AND BINDING	$225	$232	$234	$198	$250
965	041-12-535-3-5000	FINES & FEES	$0	$23	$0	$212	$100
966	041-12-535-3-5100	OFFICE SUPPLIES	$1,100	$865	$5,144	$3,705	$4,500
967	041-12-535-3-5210	GAS AND LUBRICANTS	$16,000	$13,473	$16,640	$12,396	$14,000
968	041-12-535-3-5230	JANITORIAL SUPPLIES	$1,600	$567	$624	$530	$500
969	041-12-535-3-5250	SMALL TOOLS	$6,500	$3,195	$6,760	$6,320	$6,800

	A	B	C	D	E	F	G
970	041-12-535-3-5260	UNIFORMS	$9,200	$9,115	$9,568	$8,150	$9,700
971	041-12-535-3-5270	CHEMICALS	$87,000	$68,528	$90,480	$63,295	$90,000
972	041-12-535-3-5280	OPERATING SUPPLIES	$15,000	$13,728	$15,600	$13,177	$18,000
973	041-12-535-3-5290	BIOSOLIDS DISPOSAL	$84,000	$94,752	$56,160	$69,346	$56,000
974	041-12-535-3-5400	MEMBR,SUBSCRIPT,DUES	$550	$90	$572	$209	$400
975	041-12-535-3-5900	DEPRECIATION	$0	$477,003	$0	$0	$0
976	041-12-535-6-6301	DEO Lift Station 16 Expansion D0207 CITY...	$334,000	$12	$1,784,804	$32,042	$1,752,098
977	041-12-535-6-6357	FEMA HMGP 4283-66 LIFT STATION GRANT	$6,552	$0	$0	$0	$0
978	041-12-535-6-6359	WWTP Biosolids LPR0004 FDEP	$2,911,371	$17	$1,324,600	$1,045,795	$242,984
979	041-12-535-6-6450	CAPITAL IMPROVEMENTS	$575,358	$24,333	$1,155,000	$244,149	$802,000
980	041-12-535-8-6401	DEO Lift Station 16 Expansion D0207	$334,000	$0	$340,196	$20,459	$329,443
981	041-12-535-8-6402	FDEP Sand and Grit SG067	$150,812	$0	$0	$0	$0
982							
983	**SEWER/WASTEWATER PLANT TOTAL**		**$6,174,721**	**$2,229,573**	**$6,467,066**	**$2,942,289**	**$4,971,045**
984							
985	**WATER/SEWER DISTRIBUTION**						
986							
987	041-13-536-1-1100	EXECUTIVE SALARIES	$96,563	$90,856	$93,713	$63,679	$118,850
988	041-13-536-1-1200	REGULAR SALARIES	$386,652	$350,115	$394,254	$327,205	$280,679
989	041-13-536-1-1210	ACCRUED SALARIES	$0	-$16,083	$0	$0	$0
990	041-13-536-1-1220	CLERICAL SALARY	$35,544	$32,455	$36,966	$28,779	$38,220
991	041-13-536-1-1400	OVERTIME	$52,500	$52,471	$54,600	$42,887	$55,000
992	041-13-536-1-2100	FICA TAX EXPENSE	$43,701	$37,409	$44,334	$33,806	$37,695
993	041-13-536-1-2200	RETIREMENT EXPENSE	$159,778	$139,083	$177,916	$110,125	$135,999
994	041-13-536-1-2300	HEALTH AND LIFE INSURANCE	$182,913	$147,315	$161,318	$120,296	$91,159
995	041-13-536-3-3100	PROFESSIONAL SERVICES	$65,000	$41,097	$33,965	$33,850	$20,000
996	041-13-536-3-3120	PRE-EMPLOYMENT EXPENSE	$1,000	$301	$1,040	$105	$0
997	041-13-536-3-4020	SCHOOLING, CONFERENCE, ETC	$10,000	$2,313	$10,400	$6,545	$9,000
998	041-13-536-3-4100	COMMUNICATIONS SERVICES	$7,600	$7,836	$7,904	$5,065	$5,500
999	041-13-536-3-4200	POSTAGE AND FREIGHT	$100	$0	$104	$0	$0
1000	041-13-536-3-4310	NATURAL GAS	$500	$385	$520	$642	$1,500
1001	041-13-536-3-4320	ELECTRICITY	$2,600	$2,635	$2,704	$2,398	$1,700
1002	041-13-536-3-4400	RENTALS AND LEASES	$2,000	$853	$2,080	$490	$500
1003	041-13-536-3-4610	BUILDING MAINTENANCE	$5,000	$2,528	$5,200	$2,359	$10,000
1004	041-13-536-3-4620	EQUIPMENT MAINTENANCE	$13,010	$8,638	$20,800	$12,455	$20,000
1005	041-13-536-3-4630	VEHICLE MAINTENANCE	$14,500	$12,418	$20,800	$9,114	$15,000
1006	041-13-536-3-4700	PRINTING AND BINDING	$1,000	$200	$1,040	$166	$500

	A	B	C	D	E	F	G
1007	041-13-536-3-4900	LEGAL ADVERTISING	$500	$0	$520	$0	$0
1008	041-13-536-3-5100	OFFICE SUPPLIES	$1,000	$807	$1,040	$1,000	$1,445
1009	041-13-536-3-5210	GAS AND LUBRICANTS	$25,000	$26,561	$41,600	$24,291	$25,000
1010	041-13-536-3-5230	JANITORIAL SUPPLIES	$2,000	$1,982	$2,080	$1,313	$1,000
1011	041-13-536-3-5250	SMALL TOOLS	$5,000	$4,232	$5,200	$3,613	$5,000
1012	041-13-536-3-5260	UNIFORMS	$4,000	$3,143	$4,160	$3,535	$4,500
1013	041-13-536-3-5280	OPERATING SUPPLIES	$15,000	$11,806	$30,800	$19,897	$10,000
1014	041-13-536-3-5330	ROAD REPAIRS	$77,000	$68,542	$60,000	$52,171	$470,000
1015	041-13-536-3-5900	DEPRECIATION	$0	$642,430	$0	$0	$0
1016	041-13-536-6-6300	METERS AND METER REPAIR	$30,035	$29,607	$31,236	$26,825	$34,000
1017	041-13-536-6-6320	WASTEWATER MATERIALS	$13,000	$9,133	$18,220	$12,599	$18,000
1018	041-13-536-6-6330	PIPE AND FITTINGS	$60,490	$29,771	$89,655	$88,435	$100,000
1019	041-13-536-6-6340	CONCRETE, FILL	$15,000	$14,468	$15,600	$15,600	$30,000
1020	041-13-536-6-6372	CDBG MIT SANITARY WASTEWATER RESILIENCY	$192,356	$0	$382,000	$193,548	$198,859
1021	041-13-536-6-6400	CAPITAL OUTLAY	$156,547	$0	$62,800	$48,385	$370,000
1022	041-13-536-6-6450	CAPITAL IMPROVEMENTS	$493,134	$19,189	$326,246	$319,597	$225,000
1023	041-13-536-6-6458	SRF 2019 DW54022 PALATKA HEIGHTS II	$1,819,356	$0	$593,000	$313,927	$0
1024	041-13-536-6-6464	SRF DW54022 Downtown Potable	$0	$0	$23,219	$23,219	$0
1025	041-13-536-6-6467	CITY MATCH DEO MADISON 5TH TO 11TH	$146,356	$0	$146,400	$78,125	$64,217
1026	041-13-536-6-6473	SRF DEO RIF St. Johns Ave Moseley...	$555,531	$0	$213,620	$88,821	$0
1027	041-13-536-6-6474	PUBLIC WORKS BUILDING	$762,000	$0	$0	$78,937	$0
1028	041-13-536-6-6475	CITY MATCH SANITARY SEWER SMART SENSOR	$0	$0	$0	$0	$136,270
1029	041-13-536-6-6476	SANITARY SEWER SMART SENSORS	$0	$0	$0	$0	$154,426
1030	041-13-536-8-6465	DEO RIF MOSELY TO RR	$555,531	$0	$0	$0	$0
1031	041-13-536-8-6466	FDEP LPA0354 Sewer Main and Manhole Lining	$2,000,000	$0	$1,625,000	$442,332	$2,000,000
1032	041-13-536-8-6467	Fed CDBG DEO Madison 5th to 11th	$750,000	$0	$748,674	$5,507	$714,000
1033	041-13-536-8-6468	FDEP Potable Water state Northeast Northwest	$3,500,000	$0	$2,100,000	$7,589	$5,000,000
1034	041-13-536-8-6469	FDEP Sewer Lining state	$1,000,000	$0	$1,000,000	$0	$1,000,000
1035	041-13-536-8-6471	SJRWMD 35891 MADISON TO 11TH ST	$500,000	$0	$500,000	$391,124	$0
1036	041-13-536-9-9104	REIMB FLEET MAINTENCE	$37,240	$37,240	$54,258	$49,736	$65,419
1037							
1038	**WATER/SEWER DISTRIBUTION TOTAL**		**$13,796,037**	**$1,811,734**	**$9,144,986**	**$3,090,091**	**$11,468,438**
1039							
1040	**WATER ADMINISTRATION**						
1041							
1042	041-13-517-7-7100	PRINCIPAL PUBLIC WORKS BUILDING	$12,169	$0	$23,375	$0	$24,892
1043	041-13-517-7-7200	INTEREST PUBLIC WORKS BLDG	$20,841	$0	$40,151	$21,075	$37,213

	A	B	C	D	E	F	G
1044	041-29-517-7-7120	PRINCIPAL DW541901	$245,133	$0	$284,953	$254,995	$258,310
1045	041-29-517-7-7130	PRINCIPAL SERIES 2010A	$229,200	$0	$233,113	$233,113	$240,669
1046	041-29-517-7-7140	PRINCIPAL SRF 2108 DW54022	$403,664	$0	$517,904	$0	$512,592
1047	041-29-517-7-7160	PRINCIPAL WW 540230 SRF 2019	$24,772	$0	$24,772	$24,772	$24,772
1048	041-29-517-7-7180	PRINCIPAL DW54025 SRF Carbon Filters	$174,634	$0	$174,634	$0	$174,634
1049	041-29-517-7-7190	PRINCIPAL PUBLIC WORKS BLDG	$3,644	$0	$6,887	$0	$7,350
1050	041-29-517-7-7220	INTEREST-DW541901	$39,820	$47,327	$11,850	$29,958	$26,643
1051	041-29-517-7-7230	INTEREST-SERIES 2010A	$138,785	$138,776	$132,465	$132,465	$125,998
1052	041-29-517-7-7290	INTEREST PUBLIC WORKS BLDG	$9,896	$0	$10,292	$89,196	$10,988
1053	041-29-536-1-1200	REGULAR SALARIES	$177,639	$40,831	$173,744	$41,218	$185,914
1054	041-29-536-1-1210	ACCRUED SALARIES	$0	-$3,284	$0	$0	$0
1055	041-29-536-1-1220	SALARIES CLERICAL	$0	$55,534	$0	$49,163	$0
1056	041-29-536-1-1300	OTHER SALARIES	$0	$57,518	$0	$56,276	$0
1057	041-29-536-1-1400	OVERTIME-WATER ADMIN	$0	$2,702	$0	$2,833	$0
1058	041-29-536-1-2100	FICA TAX EXPENSE	$13,589	$11,732	$13,291	$11,304	$14,222
1059	041-29-536-1-2200	RETIREMENT EXPENSE	$54,713	$47,902	$53,339	$45,699	$51,312
1060	041-29-536-1-2300	HEALTH AND LIFE INSURANCE	$41,561	$29,092	$35,787	$37,408	$34,394
1061	041-29-536-1-2400	WORKERS COMP	$25,303	$37,507	$36,612	$46,152	$39,541
1062	041-29-536-3-3100	PROFESSIONAL SERVICES	$30,000	$21,956	$47,631	$13,135	$45,249
1063	041-29-536-3-3120	PRE-EMPLOYMENT EXPENSE	$250	$245	$0	$354	$0
1064	041-29-536-3-3200	ACCOUNTING AND AUDITING	$30,738	$30,016	$30,738	$20,879	$54,578
1065	041-29-536-3-4020	SCHOOLING, CONFERENCE, ETC	$5,575	$2,626	$6,240	$630	$5,928
1066	041-29-536-3-4100	COMMUNICATIONS SERVICES	$1,175	$1,205	$1,040	$1,141	$988
1067	041-29-536-3-4200	POSTAGE AND FREIGHT	$100	$53	$104	$1	$100
1068	041-29-536-3-4330	CREDIT CARD FEES	$100	$0	$104	$0	$100
1069	041-29-536-3-4400	RENTALS AND LEASES	$500	$273	$520	$278	$494
1070	041-29-536-3-4500	LIABILITY INSURANCE	$249,676	$221,937	$346,321	$301,622	$329,005
1071	041-29-536-3-4620	EQUIPMENT MAINTENANCE	$45,000	$0	$46,800	$0	$44,460
1072	041-29-536-3-5100	OFFICE SUPPLIES	$200	$164	$208	$197	$200
1073	041-29-536-3-5280	OPERATING SUPPLIES	$4,500	$843	$4,680	$190	$4,446
1074	041-29-536-6-6474	PUBLIC WORKS BUILDING	$225,000	$0	$0	$23,308	$0
1075							
1076	**WATER ADMINISTRATION TOTAL**		**$2,208,177**	**$744,955**	**$2,257,555**	**$1,437,362**	**$2,254,992**
1077							
1078	**TRANSFERS, REIMB, CONTING., RESERVES**						
1079							
1080	041-29-536-9-9100	UTILITY CAPITAL REPLACEMENT CONTINGENCY	$810,569	$12,577	$895,798	$0	$900,000

	A	B	C	D	E	F	G
1081	041-29-536-9-9101	REIMB GENERAL FUND-ADMIN EXP	$1,240,186	$1,240,186	$1,482,666	$1,359,111	$1,384,506
1082	041-29-536-9-9103	REIMB GAS AUTHORITY	$232,394	$241,667	$241,690	$205,621	$241,690
1083	041-29-536-9-9110	TRANSFER TO GENERAL FUND-FRANCHISE	$506,217	$506,217	$526,466	$482,594	$700,000
1084	041-29-536-9-9123	TRANSFER TO BETTER PLACE FUND	$0	$0	$0	$0	$400,000
1085	041-29-536-9-9124	TRANSFER TO GENERAL FUND - STREETS	$0	$0	$0	$0	$175,000
1086	041-29-536-9-9901	CONTINGENCY/RESERVE	$1,727,001	$0	$1,723,000	$0	$1,928,667
1087							
1088	**TRANSFERS, REIMB, CONTING., RESERVES TOTAL**		**$4,516,367**	**$2,000,647**	**$4,869,620**	**$2,047,325**	**$5,729,863**
1089							
1090	**UTILITIES FUND TOTAL**		**$29,713,263**	**$8,168,365**	**$26,032,356**	**$11,085,012**	**$27,623,291**
1091							

	A	B	C	D	E	F	G
1092	GOLF COURSE						
1093							
1094	042-16-517-7-7206	INTEREST - LEASED CAPITAL EQUIPMENT	$0	$74	$0	$0	$0
1095	042-16-572-3-3440	TREE REMOVAL	$7,500	$7,300	$7,800	$4,600	$8,000
1096	042-16-572-3-4400	RENTAL AND LEASES	$0	-$2	$0	$2,513	$3,000
1097	042-16-572-3-4410	OPERATING LEASES	$12,500	$0	$13,000	$0	$10,000
1098	042-16-572-3-4650	IRRIGATION SUPPLIES	$7,500	$4,996	$7,800	$9,822	$15,000
1099	042-16-572-3-5900	DEPRECIATION	$0	$32,122	$0	$0	$0
1100	042-24-572-3-3100	PROFESSIONAL SERVICES	$0	$250	$0	$0	$0
1101	042-24-572-3-3200	ACCOUNTING AND AUDITING	$7,500	$7,500	$7,500	$7,500	$8,500
1102	042-24-572-3-4100	COMMUNICATIONS SERVICES	$3,500	$1,445	$3,640	$1,168	$3,822
1103	042-24-572-3-4310	NATURAL GAS	$3,000	$0	$3,120	$0	$3,028
1104	042-24-572-3-4320	ELECTRICITY	$25,000	$21,902	$26,000	$18,396	$18,000
1105	042-24-572-3-4400	RENTALS AND LEASES	$78,048	$0	$63,300	$102,548	$78,048
1106	042-24-572-3-4500	LIABILITY INSURANCE	$7,500	$6,274	$9,802	$8,526	$10,292
1107	042-24-572-3-4610	BUILDING MAINTENANCE	$1,000	$232	$1,040	$0	$1,092
1108	042-24-572-3-4630	CART MAINTENANCE	$5,000	$0	$5,200	$0	$5,460
1109	042-24-572-3-5000	FINES & FEES	$0	$0	$0	$650	$0
1110	042-24-572-3-5280	OPERATING SUPPLIES	$500	$273	$520	$273	$550
1111	042-24-572-3-5400	MEMBR,SUBSCRIPT,DUES	$639	$0	$665	$0	$698
1112	042-24-572-3-5900	DEPRECIATION	$0	$24,717	$0	$0	$0
1113	042-24-572-3-5901	AMORTIZATION LEASED CARTS	$0	$69,480	$0	$0	$0
1114	042-24-572-6-6450	CONTRACT CAPITAL IMPROVEMENTS	$38,442	$29,339	$25,000	$25,859	$20,000
1115	042-24-572-9-9100	REIMB GENERAL FUND-ADMIN EXP	$215	$215	$191	$175	$189
1116							
1117	**GOLF COURSE TOTAL**		**$197,844**	**$206,117**	**$174,578**	**$182,031**	**$185,679**
1118							
1119	SANITATION						
1120							
1121	**PUBLIC WORKS-FLEET**						
1122							
1123	043-28-534-1-1200	REGULAR SALARIES	$100,056	$151,371	$153,534	$143,467	$158,467
1124	043-28-534-1-1210	ACCRUED SALARIES	$0	-$4,781	$0	$0	$0
1125	043-28-534-1-1400	OVERTIME	$7,500	$10,507	$7,800	$10,772	$8,000
1126	043-28-534-1-2100	FICA TAX EXPENSE	$8,228	$12,178	$12,342	$11,561	$12,735
1127	043-28-534-1-2200	RETIREMENT EXPENSE	$30,817	$49,768	$49,530	$47,220	$45,945
1128	043-28-534-1-2300	HEALTH AND LIFE INSURANCE	$13,597	$15,469	$14,877	$20,152	$30,796

CITY OF PALATKA, FL
2025-2026 TENTATIVE EXPENSE BUDGET

	A	B	C	D	E	F	G
1129	043-28-534-3-3100	PROFESSIONAL SERVICES	$2,500	$242	$228	$244	$1,000
1130	043-28-534-3-3120	PRE-EMPLOYMENT EXPENSE	$180	$150	$187	$0	$0
1131	043-28-534-3-3200	ACCOUNTING AND AUDITING	$6,000	$0	$6,000	$4,077	$10,653
1132	043-28-534-3-4020	SCHOOLING, CONFERENCE, ETC	$0	$0	$0	$0	$6,500
1133	043-28-534-3-4100	COMMUNICATIONS SERVICES	$1,000	$512	$1,040	$523	$500
1134	043-28-534-3-4320	ELECTRICITY	$0	$1,200	$0	$1,899	$0
1135	043-28-534-3-4610	BUILDING MAINTENANCE	$3,500	$667	$7,326	$7,326	$25,000
1136	043-28-534-3-4620	EQUIPMENT MAINTENANCE	$1,500	$1,040	$3,500	$121	$500
1137	043-28-534-3-4630	VEHICLE MAINTENANCE	$2,000	$1,353	$2,080	$274	$500
1138	043-28-534-3-5100	OFFICE SUPPLIES	$1,000	$951	$1,040	$0	$500
1139	043-28-534-3-5230	JANITORIAL SUPPLIES	$2,000	$1,201	$2,080	$1,070	$1,000
1140	043-28-534-3-5250	SMALL TOOLS	$2,500	$2,475	$7,646	$7,072	$3,000
1141	043-28-534-3-5260	UNIFORMS	$2,000	$2,108	$2,080	$1,928	$2,000
1142	043-28-534-3-5280	OPERATING SUPPLIES	$2,000	$1,413	$0	$0	$0

	A	B	C	D	E	F	G
1143	043-28-534-3-5900	DEPRECIATION	$0	$80,517	$0	$0	$0
1144	043-28-534-6-6400	CAPITAL OUTLAY	$0	$0	$0	$0	$20,000
1145							
1146	**PUBLIC WORKS-FLEET TOTAL**		**$186,378**	**$328,340**	**$271,290**	**$257,706**	**$327,096**
1147							
1148	**PUBLIC WORKS-SANITATION**						
1149							
1150	043-10-534-1-1100	EXECUTIVE SALARIES	$117,835	$109,879	$116,361	$74,541	$122,083
1151	043-10-534-1-1200	REGULAR SALARIES	$613,312	$533,812	$625,911	$449,822	$666,573
1152	043-10-534-1-1210	ACCRUED SALARIES	$0	-$31,548	$0	$0	$0
1153	043-10-534-1-1220	SALARIES CLERICAL	$0	$0	$0	$7,360	$0
1154	043-10-534-1-1400	OVERTIME	$63,000	$91,529	$65,520	$82,760	$55,000
1155	043-10-534-1-2100	FICA TAX EXPENSE	$55,933	$54,811	$61,796	$46,283	$64,540
1156	043-10-534-1-2200	RETIREMENT EXPENSE	$225,193	$181,707	$247,992	$167,213	$232,849
1157	043-10-534-1-2300	HEALTH AND LIFE INSURANCE	$148,269	$118,191	$129,297	$97,677	$156,076
1158	043-10-534-1-2400	WORKERS COMP	$29,092	$43,118	$42,094	$53,057	$45,462
1159	043-10-534-3-3100	PROFESSIONAL SERVICES	$118,320	$112,203	$29,975	$28,734	$50,000
1160	043-10-534-3-3120	PRE-EMPLOYMENT EXPENSE	$3,000	$1,890	$1,585	$1,580	$1,500
1161	043-10-534-3-3200	ACCOUNTING AND AUDITING	$4,884	$4,768	$4,884	$3,319	$8,672
1162	043-10-534-3-3470	PUTNAM COUNTY TIPPING FEE	$250,000	$251,768	$260,000	$206,203	$215,000
1163	043-10-534-3-4020	SCHOOLING, CONFERENCE, ETC	$6,000	$1,943	$6,240	$4,186	$6,000
1164	043-10-534-3-4100	COMMUNICATIONS SERVICES	$7,000	$2,809	$7,280	$2,192	$2,500
1165	043-10-534-3-4200	POSTAGE AND FREIGHT	$25	$0	$26	$0	$100
1166	043-10-534-3-4310	NATURAL GAS	$1,000	$556	$1,040	$780	$1,200
1167	043-10-534-3-4320	ELECTRICITY	$6,000	$5,895	$6,240	$5,734	$4,000
1168	043-10-534-3-4400	RENTALS AND LEASES	$4,000	$2,749	$26,000	$18,338	$26,000
1169	043-10-534-3-4500	LIABILITY INSURANCE	$70,237	$61,954	$91,798	$84,198	$92,000
1170	043-10-534-3-4610	BUILDING MAINTENANCE	$2,500	$781	$15,600	$12,435	$15,000
1171	043-10-534-3-4620	EQUIPMENT MAINTENANCE	$1,500	$7,764	$9,560	$921	$3,000
1172	043-10-534-3-4630	VEHICLE MAINTENANCE	$242,000	$216,123	$261,257	$216,730	$245,000
1173	043-10-534-3-4700	PRINTING AND BINDING	$3,500	$200	$3,640	$166	$250
1174	043-10-534-3-4800	ADVERTISEMENTS	$1,000	$0	$2,400	$0	$11,000
1175	043-10-534-3-5000	FEES & FINES	$2,000	$1,059	$2,080	$1,014	$1,500
1176	043-10-534-3-5100	OFFICE SUPPLIES	$1,000	$229	$1,040	$1,035	$2,000
1177	043-10-534-3-5210	GAS AND LUBRICANTS	$170,000	$169,062	$156,000	$132,673	$150,000
1178	043-10-534-3-5230	JANITORIAL SUPPLIES	$1,000	$1,140	$1,040	$1,301	$2,000
1179	043-10-534-3-5250	SMALL TOOLS	$5,000	$403	$5,000	$1,921	$8,000

	A	B	C	D	E	F	G
1180	043-10-534-3-5260	UNIFORMS	$9,000	$7,255	$9,360	$7,952	$10,000
1181	043-10-534-3-5280	OPERATING SUPPLIES	$12,000	$11,019	$72,480	$69,121	$15,000
1182	043-10-534-3-5285	CUSTOMER REPAIRS	$4,000	$3,842	$4,160	$0	$4,500
1183	043-10-534-3-5290	GARBAGE CONTAINERS/DUMPSTERS	$80,000	$78,799	$104,000	$47,464	$60,000
1184	043-10-534-3-5900	DEPRECIATION	$0	$314,755	$0	$0	$0
1185	043-10-534-6-6400	CAPITAL OUTLAY	$206,494	$0	$15,000	$0	$64,205
1186	043-10-534-6-6401	VEHICLE PURCHASE	$499,362	-$499,535	$85,000	$83,679	$345,000
1187	043-10-534-6-6474	PUBLIC WORKS BUILDING	$762,000	$0	$0	$78,937	$0
1188							
1189	**PUBLIC WORKS-SANITATION TOTAL**		**$3,725,456**	**$1,860,931**	**$2,471,656**	**$1,989,324**	**$2,686,010**
1190							
1191	043-10-517-7-7100	PRINCIPAL- AMERIS LOAN #281 SANITATION T...	$146,896	$0	$104,394	$91,918	$96,961
1192	043-10-517-7-7112	PRINCIPAL-2016 USBANCORP LEASE	$34,900	$0	$36,296	$0	$0
1193	043-10-517-7-7113	PRINCIPAL-BB&T CLAMSHELL-SERVICE TRUCK	$36,427	-$52	$37,884	$11,407	$0
1194	043-10-517-7-7114	PRINCIPAL-FRONT LOADER	$47,967	$0	$49,886	$48,840	$0
1195	043-10-517-7-7115	PRINCIPAL PUBLIC WORKS BLDG	$12,169	$0	$23,375	$0	$24,892
1196	043-10-517-7-7200	INTEREST- AMERIS LOAN #281 SANITATION TR...	$13,000	$13,763	$23,646	$23,716	$18,673
1197	043-10-517-7-7212	INTEREST-2016 USBANCORP LEASE	$900	$251	$936	$0	$0
1198	043-10-517-7-7213	INTEREST-BB&T CLAMSHELL-SERVICE TRUCK	$975	$742	$1,014	$187	$0
1199	043-10-517-7-7214	INTEREST-FRONT LOADER	$1,325	$1,325	$1,378	$444	$0
1200	043-10-517-7-7215	INTEREST PUBLIC WORKS BLDG	$20,841	$0	$40,151	$21,075	$37,213
1201	043-10-534-9-9101	REIMB GENERAL FUND-ADMIN EXP	$179,976	$179,976	$212,474	$194,768	$207,320
1202	043-10-534-9-9110	TRANSFER TO GENERAL FUND-FRANCHISE	$156,718	$156,718	$160,110	$146,768	$165,000
1203	043-10-534-9-9900	CONTINGENCY/RESERVE	$116,730	$0	$124,437	$0	$124,437
1204	043-10-534-9-9901	CAPITAL REPLACEMENT CONTINGENCY	$430,764	$0	$447,995	$0	$447,995
1205							
1206	**SANITATION TOTAL**		**$5,111,422**	**$2,541,994**	**$4,006,922**	**$2,786,153**	**$4,135,597**
1207							

	A	B	C	D	E	F	G
1208	BETTER PLACE PLAN						
1209							
1210	101-18-517-7-7106	PRINCIPAL PUBLIC WORKS BUILDING	$0	$0	$0	$0	$40,866
1211	101-18-517-7-7108	PRINCIPAL-PUMPER FIRE TRUCKS	$69,724	$69,724	$79,833	$72,080	$74,517
1212	101-18-517-7-7206	INTEREST - PUBLIC WORKS BUILDING	$0	$0	$0	$0	$61,094
1213	101-18-517-7-7208	INTEREST-PUMPER FIRE TRUCKS	$13,622	$13,622	$14,167	$11,206	$8,708
1214	101-18-519-3-3100	PROFESSIONAL SERVICES	$20,000	$0	$0	$0	$100,000
1215	101-18-519-3-3103	GRANT APPLICATION FEES	$40,000	$5,000	$0	$0	$4,928
1216	101-18-519-3-5000	FINES & FEES	$0	$0	$0	$77	$500
1217	101-18-519-6-6310	SIDEWALKS	$39,000	$0	$5,768	$0	$110,000
1218	101-18-519-6-6330	PUBLIC WORKS BUILDING	$1,251,000	$598,149	$1,398,941	$305,337	$1,374,348
1219	101-18-519-6-6400	STORMWATER	$151,476	$0	$90,000	$25,639	$200,000
1220	101-18-519-6-6455	RESURFACING & STRIPING	$785,604	$91,378	$1,823,394	$1,631,574	$500,000
1221	101-18-519-6-6457	HANK BRYAN PARK RESTROOM	$105,000	$0	$135,270	$135,270	$0
1222	101-18-519-6-6459	PRICE MARTIN IMPROVEMENTS	$25,000	$0	$25,000	$0	$100,000
1223	101-18-519-6-6467	CITY SHARE DOWNTOWN STREETSCAPE ST JOHNS	$500,000	$262,785	$486,323	$116,855	$1,005,166
1224	101-18-519-6-6472	HMGP Kay Larkin FD CITY MATCH	$12,570	$0	$31,962	$0	$34,001
1225	101-18-519-6-6473	DOS AACH JENKINS CITY MATCH	$499,626	$27,462	$482,000	$351,550	$78,300
1226	101-18-519-6-6475	City Match Fed DOT SS4A	$55,916	$101	$241,000	$0	$216,000
1227	101-18-519-6-6476	City Match CDBG MIT IRMA IR042	$30,000	$0	$30,000	$0	$30,000
1228	101-18-519-6-6477	CITY MATCH BRONSON HOUSE	$0	$0	$137,634	$15,986	$134,634
1229	101-18-519-6-6478	FPL REID STREET MEDIAN 1 BRIDGE TO SR 19	$0	$0	$400,277	$0	$400,277
1230	101-18-519-6-6480	RODDY ROAD FORCE MAIN RELOCATION	$0	$0	$230,000	$0	$235,000
1231	101-18-519-6-6481	RIVER ST RETAINING WALL	$0	$0	$0	$0	$370,000
1232	101-18-519-6-6482	FLOATING DOCK	$0	$0	$0	$0	$295,000
1233	101-18-519-6-6483	ROLLING HILL STORMWATER	$0	$0	$0	$0	$455,000
1234	101-18-519-8-6210	PRICE MARTIN RETROFIT SHELTER GRANT	$584,685	$136,053	$1,026,315	$22,171	$989,760
1235	101-18-519-8-6327	CDBG MIT IRMA IR042	$543,585	$131,432	$994,048	$36,918	$1,377,000
1236	101-18-519-8-6364	DOS AACH JENKINS GRANT	$329,270	$156,485	$468,866	$419,233	$78,803
1237	101-18-519-8-8909	CDBG CARES COVID SIDEWALKS	$2,402,347	$56,240	$2,000,000	$50,122	$3,000,000
1238	101-18-519-8-8934	HMGP Kay Larkin FD	$113,887	$0	$287,655	$0	$306,011
1239	101-18-519-8-8935	USDA RBDG SIDEWALK IMPRVMNT	$150,000	$150,000	$0	$0	$0
1240	101-18-519-8-8937	DOT SAFE STREETS 4 ALL	$480,000	$0	$480,000	$0	$500,000
1241	101-18-519-8-8938	Fed RAISE GRANT	$300,000	$130	$1,500,000	$81,737	$3,000,000
1242	101-18-519-8-8940	DEO Affordable Housing state	$1,000,000	$0	$950,000	$299,915	$1,900,000
1243	101-18-519-8-8941	FDOT Downtown Streetscapes Phase II state	$1,500,000	$419,559	$1,056,313	$20,108	$1,060,334
1244	101-18-519-8-8942	USDA PATROL CARS APPROPRIATION	$0	$0	$250,000	$0	$0

	A	B	C	D	E	F	G
1245	101-18-519-8-8943	DHR BRONSON HOUSE	$0	$0	$367,900	$44,082	$367,900
1246	101-18-519-8-8944	SHAW BUCK PARK IMPROVEMENTS	$0	$0	$50,000	$21,525	$26,233
1247	101-18-519-8-8945	PALM BOWL PARK IMPROVEMENTS	$0	$0	$50,000	$36,800	$16,628
1248	101-18-519-8-8946	VULNERABILITY ASSESSMENT	$0	$0	$0	$0	$400,000
1249	101-18-519-9-9100	TRANSFER TO GENERAL FUND	$129,000	$3,358	$166,122	$33,540	$500,000
1250							
1251	**BETTER PLACE PLAN TOTAL**		**$11,131,312**	**$2,121,479**	**$15,258,788**	**$3,731,725**	**$19,351,008**
1252							
1253	**AMERICAN RESCUE PLAN ACT (ARPA)**						
1254							
1255	**ARPA**						
1256							
1257	300-61-559-8-1200	OTHER PUBLIC HEALTH SERVICES	$50,000	$0	$10,000	$0	$20,000
1258	300-62-559-8-2200	HOUSEHOLD ASSISTANCE UTILITY AID	$194,822	$194,822	$0	$0	$0
1259	300-62-559-8-2300	UTILITY AID ADMIN EXP - AZCARATE	$21,800	$21,800	$0	$0	$0
1260	300-62-559-8-2301	UTILITY AID AZCARATE SUPPLIES	$1,428	$1,428	$0	$0	$0
1261	300-62-559-8-2900	SMALL BUSINESS ECONOMIC IMPACT	$100,000	$0	$0	$0	$0
1262	300-63-559-8-3110	HOUSING SUPPORT SERVICES FOR UNHOUSED	$50,000	$0	$80,000	$55,000	$50,000
1263	300-63-559-8-3120	HOUSING SUPPORT OTHER HOUSING ASSISTANCE	$490,243	$128	$490,115	$0	$490,115
1264	300-63-559-8-3130	Housing Support - Homelessness	$0	$0	$99,770	$0	$99,770
1265	300-63-559-8-3300	EDUCATION ASSIST ACADEMIC SRVCS PAL	$16,000	$16,000	$0	$0	$0
1266	300-63-559-8-3400	EDUCATION ASSIST SOCIAL EMOT MENTAL HEAL...	$100,000	$0	$70,000	$0	$70,000
1267	300-63-559-8-3500	EDUCATION ASSISTANCE OTHER	$24,000	$0	$24,000	$0	$24,000
1268	300-65-559-8-5100	DW TREATMENT GAC Filters	$278,181	$21,244	$256,967	$170,839	$167,882
1269	300-65-559-8-5110	DW TRANSMISS/DISTRIBUT Palm to Moseley	$14,562	$0	-$1	$0	$0
1270	300-65-559-8-5130	GIS CDBG N32 Palatka Heights	$21,585	$17,987	$3,597	$3,597	$0
1271	300-65-559-8-5140	LEAD AND COPPER RULE	$0	$0	$100,230	$100,230	$0
1272	300-65-581-9-9000	TRANSFER TO GENERAL FUND EPAYS	$0	$4,881	$0	$0	$0
1273	300-66-559-8-6100	PROVISION OF GOVT SERVICES	$25,000	$0	$25,000	$8,000	$25,000
1274	300-66-559-8-6101	RADIOS 800 MHZ - ARPA	$109,770	$68,013	$5,310	$5,311	$0
1275	300-66-559-8-6102	VACANT PROPERTY PURCHASES/ABATEMENT	$225,000	$15,700	$216,009	$22,880	$193,129
1276	300-66-559-8-6103	ROAD MAINTENANCE	$250,000	$84,538	$165,463	$21,888	$143,575
1277							
1278	**ARPA TOTAL**		**$1,972,391**	**$446,540**	**$1,546,461**	**$387,744**	**$1,283,471**
1279							
1280	**GRAND TOTAL**		**$75,445,998**	**$31,330,341**	**$78,295,103**	**$35,861,745**	**$85,592,320**

RESOLUTION NO. 2025-R-100

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ADOPTING THE TENTATIVE MILLAGE RATE OF 6.4000 MILLS FOR THE LEVYING OF AD VALOREM TAXES FOR THE FISCAL YEAR 2025-26; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, the Property Appraiser of Putnam County, Florida has certified the gross taxable value for operating purposes do not exempt from taxation within the corporate limits of the City of Palatka as $739,656,112 through DR 420, line 4, attached hereto as Exhibit "A"; and

WHEREAS the rollback millage rate is 6.2397 mills; and

WHEREAS a tentative millage rate in the amount of 7.0000 mills is level to the prior year operating millage rate of 6.4000 mills; and

WHEREAS the City Commission of the City of Palatka has determined therefore that it is in the best interest of the public welfare to adopt a tentative millage rate in the amount of 7.0000 mills.

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

1. the Fiscal Year 2025-2026 tentative operating millage rate is 7.0000 mills which is higher than the prior year rate, and 12.18% more than the rolled back rate of 6.2397; and
2. the voted debt service millage is 0 mills; and
3. this Resolution shall take effect immediately upon its adoption; and
4. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which of not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND RESOLVED by the City Commission of the City of Palatka, Florida on this 4th day of August 2025.

CITY OF PALATKA

Roberto Correa

By: Its MAYOR

ATTEST:

Karen Hayes, mmc

CITY CLERK

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

CITY OF PALATKA FLORIDA

Adopt Resolution 2025-R-114 Setting the Proposed FY 2025-2026 Millage Rate at 6.4000 mills

STAFF REPORT

DATE: September 10, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

ATTACHMENTS

1.	2025-R-114 ADOPTING THE PROPOSED AND TENTATIVE Operating millage rate 09-10-25

RESOLUTION NO. 2025-R-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, PUTNAM COUNTY, FLORIDA, ADOPTING THE PROPOSED AND TENTATIVE OPERATING MILLAGE RATE FOR THE PURPOSE OF LEVYING OF AD VALOREM TAXES FOR THE CITY OF PALATKA, PUTNAM COUNTY, FOR FISCAL YEAR 2025-20265; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, the City Commission of the City of Palatka of Putnam County, Florida, during Regular Session on August 4, 2025, adopted City of Palatka Resolution No. 2025-R-114 setting the Fiscal Year 2025-2026 Tentative Millage Rates following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City Commission of the City of Palatka of Putnam County, Florida, held a First Public Hearing on the Fiscal Year 2025-2026 proposed budget on September 10, 2025, as required by Florida Statute 200.065; and

WHEREAS the gross taxable value for operating purposes is not exempt from taxation within the City of Palatka of Putnam County, has been certified by the County Property Appraiser to the City of Palatka as $739,656,112.

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

1. The Fiscal Year 2025-2026 operating millage rate for the City of Palatka is 6.4000 mills, which is more than the rolled-back rate of 6.2397 mills by 2.57%.
2. The Final Budget Hearing on the adoption of the Final Millage Rate for Fiscal Year 2025-2026 is scheduled to be held on September 25, 2025, at 6:00 p.m. at City Hall, 201 N. 2nd Street, Palatka.
3. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida on this 10th day of September 2025.

CITY OF PALATKA

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By: MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

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CITY ATTORNEY

RESOLUTION NO. 2025-R-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA OF PUTNAM COUNTY, FLORIDA ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2025-2026, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE, AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS the Annual Budget contains fund appropriations and establishes projected revenue and expenditure levels for all funds and divisions for the current fiscal year and the fiscal year commencing on October 1, 2025; and

WHEREAS, Florida Statutes §200.065(2)(c) require that a public hearing be held on the tentative budget, and Florida Statutes §200.65(2)(d) requires that a public hearing be held to finalize the budget and adopt a millage rate; and

WHEREAS, Florida Statutes §200.065(2)(d) require that within 15 days after the meeting adopting the tentative budget, the taxing authority shall advertise in a newspaper of general circulation of its intent to finally adopt a millage rate and budget. The final hearing must be held within 2 to 5 days of the advertisement. Sections 129.03 and 200.065, F.S. outlines the exact requirements of said advertisements; and

WHEREAS, the City of Palatka of Putnam County, Florida on September 10,2025, held a public hearing as required by Florida Statutes §200.65; and

WHEREAS, the City of Palatka of Putnam County, Florida, set forth the appropriations and revenue estimate for the Budget for the Fiscal Year 2025-2026 in the amount of eighty-five million, five hundred ninety-two thousand, three hundred seventeen and 00/100 dollars ($85,592,317).

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

1. The Fiscal Year 2025-2026 Tentative Budget is hereby adopted.
2. The Fiscal Year 2025-2026 Tentative Budget, as filed with the City Clerk, contains the expenditures and reserves estimate, and the revenues and cash balances of the City of Palatka, Florida for the fiscal year from October 1, 2025, to September 30, 2026, both dates inclusive. Said Budget was submitted to the City Commission of the City of Palatka, Florida, by the City Manager as required by and pursuant to Section 39(6) of the City Charter of the City of Palatka, Florida.
3. The 2025-2026 Tentative Budget is hereby fixed and determined in the amount of eighty-five million, five hundred ninety-two thousand, three hundred seventeen and 00/100 dollars ($85,592,317) and is hereby in all respects adopted and confirmed as so fixed and determined, and the City Clerk is hereby directed to enter the same upon the Minutes of the City of Palatka, Florida.
4. The City Manager is hereby authorized to expend such sums in accordance with this resolution and the other applicable provisions of the Charter and Ordinances of the City of Palatka, Florida and State law.
5. Properly advertised Public Hearings have been held on September 10, 2025, at 6:00 P.M. as required by law. Copies of the budget are on file at the Office of the City Clerk for inspection and on the City of Palatka website.
6. If any provision or portion of the Resolution is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Resolution shall remain in full force and effect.
7. This Resolution shall take effect immediately upon its adoption.
8. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida on this 10th day of September 2025.

CITY OF PALATKA

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By: MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

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CITY ATTORNEY