VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.

AGENDA
CITY OF PALATKA
September 11, 2014

CALL TO ORDER:

a. **Invocation** – The Reverend Kirby Kennedy, Pastor; First Baptist Church of Palatka
   Moment of Silence *in recognition of victims of September 11 Terrorist Attacks*
b. **Pledge of Allegiance**
c. **Roll Call**

APPROVAL OF MINUTES – 8/7/14 Regular Meeting; 8/21/14 Budget Workshop

1. **PUBLIC RECOGNITION/PRESENTATIONS:**
   a. **PUBLIC RECOGNITION** – Civil Rights Advancements – Derek Hankerson

2. **PUBLIC COMMENTS** – (limited to 3 minutes – no will be action taken on topics of discussion)

3. **CONSENT AGENDA**

*a. **Adopt Resolution No. 2014-10-109** accepting the proposal to renew the City's health & dental insurance with FloridaBlue (Blue Cross/Blue Shield) for the policy period of 10/1/2014 though 9/30/2014 and authorizing the City Manager to execute all documents facilitating renewal thereof

*b. **Adopt Resolution No. 2014-10-110** accepting the Audit committee's ranking of the top three firms for audit services and authorizing the City Manger to execute all documents facilitating the proposal submitted by the top ranked firm, Carr, Riggs & Ingram

*c. **Adopt Resolution No. 2014-10-111** authorizing the execution of the Victims of Crime Act (VOCA) Grant fo the Palatka Police Department in the amount of $37,924 for FY 2014/2015 to fund a full-time Victim's Advocate position

*d. **Adopt Resolution No. 2014-10-112** authorizing the execution of Passero Associates WO #14-46R not to exceed $9,500 for construction admin, engineering, inspection and material testing for South Aviation Area Site Prep and Fencing Relocation at Palatka Municipal Airport

*e. **Approve request to exceed allowable noise levels for Special Events Permit No. 14-44,** PHNNA Occupation of Palatka – 9/26/14 through 9/27/14 from 10:00 a.m. until 4:00 p.m. at the Bronson Mulholland House – Elizabeth van Rensburg, Agent for Palatka Historic Northside Neighborhood Association, Applicant

*f. **Approve request items for Special events Permit No. 14-48** to grant permission to exceed allowable noise levels and close Memorial Parkway from Reid St./US 17 to Short Laurel/2nd Street for Azalea City Cruisers Autumn Fest, October 11, 2014 from 7:00 a.m. to 7:00 p.m. - April Tilton, Agent/Applicant

*g. **Approve Special Request Items for Special Events Permit No. 14-46,** Palatka Main Street Downtown Halloween Party, October 31, 2014 from 8:00 p.m. until 12:00 midnight – Palatka Main Street, Inc.; Charles Rudd, Applicant
   1. Grant permission to exceed allowable noise levels throughout the duration of the event;
   2. Grant permission for sales and consumption of alcoholic beverages throughout the duration of the event; and
   3. Allow closure of the 200 and 300 blocks of St. Johns Ave. for the duration of the event.

* 4. **CRA BUSINESS** for meeting held September 11, 2014
*a. **RESOLUTION** awarding a Building Improvement Grant (BIG) for 220 St. Johns Avenue in an amount not to exceed $30,000 – David Minor, applicant

* 5. **FIRST PUBLIC HEARING – TRIM CALENDAR:** FY 2014-2015 Proposed Budget and Millage Rate for 2014/15 Budget Year – 9/174 mills proposed
*a. **RESOLUTION** setting the proposed FY 2014-15 Millage Rate (9.1749 proposed) – Adopt (Final Adoption of Millage Rate set for 9/52/14)
*b. **RESOLUTION** accepting the proposed FY 2014-15 Budget – Adopt (Final Budget Adoption scheduled for 9/24/14)

* 6. **RESOLUTION** authorizing the execution of a two-year extension to the Agreement for Management Services for the Palatka Golf Course between BWGD Palatka, Inc. and the City of Palatka - Adopt

* 7. **RESOLUTION** confirming and accepting the ranking of Design-Build Proposals received for the St. Johns River Center and authorizing the City Manager to negotiate a Design-Build Agreement with Riverfront Square, LLC, in an amount not to exceed $699,144 - Adopt

PUBLIC HEARINGS

* 8. **ORDINANCE** 14-21 amending Zoning Code Section 94-141(e)(6) to allow home occupations with staff approval after notice of surrounding property owners within 150 feet and Planning Board Review, if opposition is expressed or Staff's decision is appealed – 2nd Reading, Adopt

* 9. **ORDINANCE** amending Chapter 94, Zoning Code, Article VI, Landscaping and Tree Protection, and Article VII, Buffering and Screening – 1st Reading

* 10. **ORDINANCE** amending the Police Officers' Pension Plan Chapter 185 "Extra Multiplier" for FY 2013 and 2104, and adding an option to earn a fixed interest rate on payments made into the DROP – 1st Reading

* 11. **ORDINANCE** amending the General Employees' Retirement Plan to clairify that vested former General employees who separated employment prior to October 1, 2013 would remain eligible to begin collecting earned retirement benefits at age 50 – 1st Reading

* 12. **ORDINANCE** amending Appendix "A," Fee Schedule of the Code of Ordinances, for Animals, Parks, Garbage Collection, Vehicles for Hire, Planning and Zoning Actions – 1st Reading

* 13. **ORDINANCE** amending the Code of Ordinances Chapter 2, Article V, Division 2, Section 20-311 through 2-315 entitled Enforcement of Codes and Ordinances to establish uniform civil penalties for Code violations and to designate the Code Enforcement Board as the judiciary body to hear Code violations and appeals – 1st Reading

* 14. **ORDINANCE** revising Municipal Code Chapter 46, Nuisances, Article IV, Section 46-251 through 46-258 to designate the Code Enforcement Board as the judiciary body for hearings, violations and appeals – 1st Reading

* 15. **ORDINANCE** amending Palatka Municipal Code Chapter 2, Signs, Article 1, Section 62-1 through 62-16 providing a more comprehensive definition of snipe/bandit signs and providing for enforcement by the Chief Buidling Offici8al and Code Enforcement Officers - 1st Reading

16. **CITY MANAGER & ADMINISTRATIVE REPORTS**
***a. City Clerk's Report** – August 26, 2014 Primary Election Results, City Commissioner Group 2

17. **COMMISSIONER COMMENTS**

18. **ADJOURN**

*Attachment **Separate Cover

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.105

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

Upcoming Events:
Aug 14 – 16 – FLC Annual Conference (Hollywood)
Aug. 26 – Primary Election Day
Sept. 1 – City offices closed to observe Labor Day
Oct. 3 – Employees' Safety Luncheon
Nov. 4 – General Election Day
Nov. 13 – 14 – Legislative Conference (Orlando)
Nov. 11 – City Offices closed to observe Veterans Day
Nov. 27 & 28 – City Offices closed to observe Thanksgiving

Board Openings:
Tree Committee – 1 vacancy
Code Enforcement Board – 1 vacancy (Alternate)
Board of Zoning Appeals – 1 vacancy (at-large)
Putnam Co, Better Place Plan Committee (City Appointee)

Agenda Item

3a

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
Adopt Resolution No. 2014-10-109 accepting the proposal to renew the City's health & dental insurance with FloridaBlue (Blue Cross/Blue Shield) for the policy period 10/1/2014 through 9/30/2015 and authorizing the City Manager to execute all documents facilitating renewal

SUMMARY:
The City accepted proposals last fiscal year from qualified firms to serve as Agent of Record for the purpose of soliciting health, dental and vision insurance quotes for the policy year beginning 10/1/13. As a result of this process, Bates, Hewett and Floyd was selected as the City's Agent of Record; however, the City retained the right to receive an independent quote from the Florida League of Cities as allowed by Statute which, if accepted, would generate no commissions payable to Bates, Hewett and Floyd.

The Florida League of Cities did not provide a quote, therefore the only health insurance proposal that was received was the renewal proposal from FloridaBlue (Blue Cross and Blue Shield). This renewal calls for an eight percent (8%) increase in the total premium amount for all four plans that the City offers.

The renewal proposal for dental plans calls for an increase of five percent (5%) on the base plan and twenty-five percent (25%) on the buy up plan that is an option for employees to choose if they wish to have additional dental insurance benefits.

Attached is a cost breakdown for both health and dental insurance by plan and coverage type. This report also shows the total annual cost for each plan and coverage as well the increase in the annual cost and what this increase will mean to both the City and Employees on an annual and weekly basis.

Last year, a proposal from Humana for vision coverage was accepted for a two (2) year term therefore the voluntary vision insurance coverage premiums will remain the same.

RECOMMENDED ACTION:
Adopt the resolution accepting FloridaBlue's proposal for health and dental insurance for the policy period 10/1/2014 through 9/30/2015 year and authorizing the City Manager to sign all documents in connection with said renewal.

ATTACHMENTS:

Description	Type
Resolution	Resolution
Exhibit A	Backup Material
Exhibit B	Backup Material
Health and Dental Cost Breakdown	Backup Material

REVIEWERS:

RESOLUTION No. 2014 - 10 -

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING PROPOSALS FOR RENEWAL OF HEALTH AND DENTAL INSURANCE FROM FLORIDABLUE FOR THE POLICY PERIOD OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

WHEREAS, the City of Palatka advertised and accepted Requests for Proposals (RFP) for Agents of Records for Health, Dental and Vision Insurance brokerage services on April 29, 2013; and

WHEREAS, the Palatka City Commission adopted Resolution 2013-9-127 on June 13, 2013 which designated Bates & Hewett as the Agent of Record/Broker for Health, Dental and Vision Insurance, and which also reserved the right to receive a quote for this coverage from the Florida League of Cities, which, if accepted, would generate no commission payable to Bates & Hewett; and

WHEREAS, health and dental insurance renewal quotes from FloridaBlue were provided by Bates & Hewett; and

WHEREAS, the Florida League of Cities declined to quote health and dental insurance; and

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the City of Palatka, its citizens and employees to accept the renewal from FloridaBlue and take steps to facilitate the renewal of the health and dental insurance.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida as follows:

1. FloridaBlue's Proposed Renewal Quote for health insurance for FY 2014-15 attached hereto as "Exhibit A", is hereby accepted;

2. FloridaBlue's Proposed Renewal Quote for dental insurance for FY 2014-15 attached hereto as "Exhibit B", is hereby accepted;

3. The City Manager is hereby authorized to execute any and all documents related to the renewal of the health and dental insurance, and to otherwise facilitate the renewal of said policy on behalf of the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11th day of September, 2014.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____

CITY ATTORNEY

Exhibit A

RENEWAL SUMMARY
BOPPACKAGE

Group Name: CITY OF PALATKA
Group Number: 16018

Plan Names		BOP Plan O3559	BOP Plan O3769	BOP Plan O3900	BOP Plan O5301
Current Rates					
	Employee	$504.66	$488.44	$393.06	$344.84
	Emp+Sp	$1,180.95	$1,142.99	$919.79	$806.95
	Emp+Ch	$920.88	$891.29	$717.23	$629.25
	Family	$1,596.76	$1,545.45	$1,243.66	$1,091.09
Final Requested Rates					
	Employee	$545.03	$527.52	$424.50	$372.43
	Emp+Sp	$1,275.43	$1,234.43	$993.37	$871.51
	Emp+Ch	$994.55	$962.59	$774.61	$679.59
	Family	$1,724.50	$1,669.09	$1,343.15	$1,178.38

Reques
1.08

Florida Combined Life
An Independent Licensee of the Blue Cross and Blue Shield Association

Exhibit B

July 31, 2014

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

RE: Group Policy Number: 178L26
178L26

Renewal Date: October 01, 2014

Dear Barbara Hall :

Thank you for choosing Florida Combined Life Insurance Company, Inc. for your group Dental Insurance benefits. We value you as a customer and appreciate your business.

Your Group Dental Insurance Plan is about to renew. We have completed our annual review of your coverage with FCL, taking into account a variety of factors that affect rate development. After careful consideration and analysis, we have established your renewal rates for the next plan year. Your current and renewal rates are shown below. The renewal rates will take effect on your renewal date and are guaranteed for the following 12 months, subject to the terms and conditions of your group contract.

BlueDental Choice Plus True Group 178L26

	Current Rates	New Rates
Employee	$32.53	$40.66
Employee + Spouse	$66.39	$82.99
Employee + Child(ren)	$78.48	$98.10
Family	$112.39	$140.49

BlueDental Choice True Group 178L26

	Current Rates	New Rates
Employee	$17.72	$18.61
Employee + Spouse	$36.17	$37.98
Employee + Child(ren)	$42.75	$44.89
Family	$61.22	$64.28

We look forward to continuing our relationship well into the future. Should you have any questions regarding this letter please contact your local Blue Cross and Blue Shield sales representative or telephone our office at 1-800-772-8244 ext. 7145.

Sincerely,

Tracy Seamann

Tracy Seamann

Group Dental Underwriting
cc: Agency: Bates and Hewett Inc

Economy 05301 Plan	Current Annual Base Premium	Current Annual Cost		New Premium (8% increase over Base)	New Annual Cost		Amount of Increase (Annual)		Amount of Increase (Weekly)	
		City	Employee		City	Employee	City	Employee	City	Employee
Single	$4,138.08	$3,537.54	$600.54	$4,469.16	$3,820.50	$648.66	$282.96	$48.12	$5.44	$0.93
Emp/Spouse	$9,683.40	$8,278.11	$1,405.29	$10,458.12	$8,940.33	$1,517.79	$662.22	$112.50	$12.74	$2.16
Emp/Child	$7,551.00	$6,455.07	$1,095.93	$8,155.08	$6,971.49	$1,183.59	$516.42	$87.66	$9.93	$1.69
Family	$13,093.08	$11,192.94	$1,900.14	$14,140.56	$12,088.35	$2,052.21	$895.41	$152.07	$17.22	$2.92

Base 03900 Plan	Current Annual Base Premium	Current Annual Cost		New Premium (8% increase over Base)	New Annual Cost		Amount of Increase (Annual)		Amount of Increase (Weekly)	
		City	Employee		City	Employee	City	Employee	City	Employee
Single	$4,716.72	$3,537.54	$1,179.18	$5,094.00	$3,820.50	$1,273.50	$282.96	$94.32	$5.44	$1.81
Emp/Spouse	$11,037.48	$8,278.11	$2,759.37	$11,920.44	$8,940.33	$2,980.11	$662.22	$220.74	$12.74	$4.25
Emp/Child	$8,606.76	$6,455.07	$2,151.69	$9,295.32	$6,971.49	$2,323.83	$516.42	$172.14	$9.93	$3.31
Family	$14,923.92	$11,192.94	$3,730.98	$16,117.80	$12,088.35	$4,029.45	$895.41	$298.47	$17.22	$5.74

Buy Up 03769 Plan	Current Annual Base Premium	Current Annual Cost		New Premium (8% increase over Base)	New Annual Cost		Amount of Increase (Annual)		Amount of Increase (Weekly)	
		City	Employee		City	Employee	City	Employee	City	Employee
Single	$5,861.28	$3,537.54	$2,323.74	$6,330.24	$3,820.50	$2,509.74	$282.96	$186.00	$5.44	$3.58
Emp/Spouse	$13,715.88	$8,278.11	$5,437.77	$14,813.16	$8,940.33	$5,872.83	$662.22	$435.06	$12.74	$8.37
Emp/Child	$10,695.48	$6,455.07	$4,240.41	$11,551.08	$6,971.49	$4,579.59	$516.42	$339.18	$9.93	$6.52
Family	$18,545.40	$11,192.94	$7,352.46	$20,029.08	$12,088.35	$7,940.73	$895.41	$588.27	$17.22	$11.31

Buy Up 03559 Plan	Current Annual Base Premium	Current Annual Cost		New Premium (8% increase over Base)	New Annual Cost		Amount of Increase (Annual)		Amount of Increase (Weekly)	
		City	Employee		City	Employee	City	Employee	City	Employee
Single	$6,055.92	$3,537.54	$2,518.38	$6,540.36	$3,820.50	$2,719.86	$282.96	$201.48	$5.44	$3.87
Emp/Spouse	$14,171.28	$8,278.11	$5,893.17	$15,305.16	$8,940.33	$6,364.83	$662.22	$471.66	$12.74	$9.07
Emp/Child	$11,050.56	$6,455.07	$4,595.49	$11,934.60	$6,971.49	$4,963.11	$516.42	$367.62	$9.93	$7.07
Family	$19,161.12	$11,192.94	$7,968.18	$20,694.00	$12,088.35	$8,605.65	$895.41	$637.47	$17.22	$12.26

Base Plan	Current Annual Base Premium	Current Annual Cost		New Premium (8% increase over Base)	New Annual Cost		Amount of Increase (Annual)		Amount of Increase (Weekly)	
		City	Employee		City	Employee	City	Employee	City	Employee
Single	$212.64	$159.48	$53.16	$223.32	$167.49	$55.83	$8.01	$2.67	$0.15	$0.05
Emp/Spouse	$434.04	$325.53	$108.51	$455.76	$341.82	$113.94	$16.29	$5.43	$0.31	$0.10
Emp/Child	$513.00	$384.75	$128.25	$538.68	$404.01	$134.67	$19.26	$6.42	$0.37	$0.12
Family	$734.64	$550.98	$183.66	$771.36	$578.52	$192.84	$27.54	$9.18	$0.53	$0.18

Buy Up Plan	Current Annual Base Premium	Current Annual Cost		New Premium (8% increase over Base)	New Annual Cost		Amount of Increase (Annual)		Amount of Increase (Weekly)	
		City	Employee		City	Employee	City	Employee	City	Employee
Single	$390.36	$159.48	$230.88	$487.92	$167.49	$320.43	$8.01	$89.55	$0.15	$1.72
Emp/Spouse	$796.68	$325.53	$471.15	$995.88	$341.82	$654.06	$16.29	$182.91	$0.31	$3.52
Emp/Child	$941.76	$384.75	$557.01	$1,177.20	$404.01	$773.19	$19.26	$216.18	$0.37	$4.16
Family	$1,348.68	$550.98	$797.70	$1,685.88	$578.52	$1,107.36	$27.54	$309.66	$0.53	$5.96

Agenda Item

3b

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
Adopt Resolution No. 2014-10-110 accepting the Audit Committee's ranking of the top three firms for audit services and authorizing the City Manager to execute all documents facilitating proposal submitted by the top ranking firm, Carr, Riggs & Ingram, LLC.

SUMMARY:
On June 26th, 2014, the Commission passed Resolution 2014-10-91 which established an Audit Committee whose primary responsibility is to assist the City Commission in selecting an auditor, in accordance with the provisions of Section 218.391, *Florida Statutes,* to conduct the City's annual financial audit required by Section 218.39, *Florida Statute.*

The Audit Committee held its first meeting on July 2, 2014 where a draft request for proposals was reviewed and approved for release. The deadline for interested firms to submit proposals was set for July 28, 2014.

On July 30, 2014 the Audit Committee held another meeting where copies of the proposals that had been received were distributed to the members of the Audit Committee for review and ranking.

The Audit Committee held another meeting on August 20, 2014 where the members individual rankings were compiled to form an average score for each firm. Attached is the compiled average score for each firm. The Audit Committee confirmed the average scores and unanimously agreed to formally recommend the top three ranked firms in order of preference to the City Commission.

The top three ranked firms in order of preference are:

1. Carr, Riggs & Ingram, LLC
2. James Moore & Co., P.L.
3. Purvis Gray & Company, LLP

The Audit Committee recommends that the City Commission accept the top ranked firms proposal.

RECOMMENDED ACTION:
Adopt the resolution accepting the Audit Committee's ranking of the top three firms for audit services and authorizing the City Manager to execute all documents in connection with proposal submitted by the top ranking firm, Carr, Riggs & Ingram, LLC.

ATTACHMENTS:

	Description	Type
D	Resolution	Resolution
D	RFP Ranking Matrix	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date

RESOLUTION No. 2014 - 10 -

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING THE AUDIT COMMITTEE'S RANKINGS OF PROPOSALS FOR AUDIT SERVICES

WHEREAS, the City Commission of the City of Palatka adopted Resolution 2014-10-91 on June 26, 2014 which established an Audit Committee whose primary responsibility is to assist the City Commission in selecting an auditor, in accordance with the provisions of Section 218.391, *Florida Statutes,* to conduct the City's annual financial audit required by Section 218.39, *Florida Statute*; and

WHEREAS, the Audit Committee held a meeting on July 2, 2014 where a request for proposals was reviewed and approved for release; and

WHEREAS, the City of Palatka advertised and accepted Requests for Proposals (RFP) for audit services on July 28, 2014; and

WHEREAS, the Audit Committee held another meeting on August 20, 2014 where the proposals were ranked in order of preference and the Audit Committee agreed upon a formal recommendation to the City Commission of the top three ranked firms; and

WHEREAS, the top three ranked firms in order of preference are as follows: Carr, Riggs & Ingram LLC, James Moore & Co., P.L., and Purvis Gray & Company, LLP.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida as follows:

1. The Audit Committees ranking of the top three firms in order of preference are hereby accepted;

2. The City Manager is hereby authorized to execute any and all documents related to the acceptance and implementation of the proposal for audit services from the top ranked firm, Carr, Riggs & Ingram, LLC.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11th day of September, 2014.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

City of Palatka, Florida
Audit Services Proposal Ranking Matrix

			Moats & Associates CPA Newman, Seland and Oppenheimer LLC	James Moore & Co., P.L.	Carr, Riggs & Ingram, LLC	Purvis Gray & Company, LLP
1	**Ability of personnel.** The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.	25	18	23	21	22
2	**Experience.** The firm's (and specifically the local office's) past experience and performance on comparable government engagements; experience performing single audits of federal financial assistance and audits under the Florida Single Audit Act.	25	20	22	23	20
3	**Ability to furnish required services.** Adequacy of proposed staffing plan for various segments of the engagement; general approach to the audit; adequacy of sampling techniques; adequacy of analytical procedures	25	18	23	25	20
4	**Total compensation proposed.**	25	10	20	25	15
	Total	100	66	88	94	77

Agenda Item

3c

CITY of Palatka
FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
Adopt Resolution No. 2014-10-111 authorizing the execution of the Victims of Crime Act (VOCA) Grant for the Palatka Police Department in the amount of $37,942 for FY 2014/2015 to fund a full-time Victim's Advocate posistion

SUMMARY:
In 2009, the Palatka Police Department was awarded the VOCA Grant for the fiscal year 2009/2010. This was the first time the City of Palatka had a full-time Victim Advocate to assist those in the community whose lives had been touched by crime. This position is fully funded by the State of Florida Office of the Attorney General. The is grant has been awarded each year thereafter.

The fundamental reason for the existence of this position is to provide direct victim services which include but are not limited to crisis intervention, provide support and counsel victims in the legal progression of their cases. The need for a Victim Advocate for the City of Palatka continues to be great. There is no requirement for match funding from the City of Palatka. The grant requires only in-kind contributions which this Department has satisfied in the past and therefore we feel we can continue to do so.

The attached resolution authorizes the execution of the Victims of Crime Act (VOCA) Grant in the amount of $37,942 for FY 2014/2015. The grant requires an in-kind contribution of $9,486. A copy of the Grant Agreement is included with this summary.

RECOMMENDED ACTION:
Adopt the Resolution authorizing the execution of FY 2014-15 Victims of Crime Act (VOCA) Grant Agreement in the amount of $37,942 for FY 2014/2015.

ATTACHMENTS:

Description	Type
Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Police	Getchell, Gary	Approved	8/28/2014 - 5:12 PM
City Clerk	Driggers, Betsy	Approved	8/29/2014 - 3:08 PM
City Manager	Czymbor, Michael	Approved	8/29/2014 - 3:11 PM
Finance	Reynolds, Matt	Approved	8/29/2014 - 3:53 PM
City Clerk	Driggers, Betsy	Approved	8/29/2014 - 4:22 PM

RESOLUTION No. 2014-10-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF THE VICTIMS OF CRIME ACT (VOCA) GRANT AWARDED TO THE PALATKA POLICE DEPARTMENT IN THE AMOUNT OF $37,942 FOR THE BUDGET YEAR 2014/2015.

WHEREAS, the City of Palatka Police Department has been awarded the VOCA Grant annually since 2009 as a means to assist those in the community whose lives have been touched by crime; and

WHEREAS, the fundamental reason for the existence of this position is to provide direct victim support, crisis intervention, and counsel victims in the legal progression of their cases; and

WHEREAS, the need to provide these services to the community is great; and

WHEREAS, the grant requires only in-kind contributions which the Police Department has satisfied in the past; and

WHEREAS, the Palatka City Commission has determined it is in the best interest of the City of Palatka and its citizens to enter into said Grant Agreement for the continuation of the PPD Victims of Crime Programs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA, that the Mayor and City Clerk are hereby authorized to execute and attest the FY 2014-15 Victims of Crime Act Grant Agreement between the State of Florida, Office of the Attorney General and the City of Palatka/Palatka Police Department, said Agreement to take effect October 1, 2014, and continuing through September 31, 2015.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11th day of September, 2014.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

Agenda Item

3d

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
Adopt Resolution No. 2014-10-112 authorizing the execution of Passero Assoc. WO #14-46R not to exceed $9,500 for construction admin, engineering, inspection & material testing for South Aviation Area Site Prep and Fencing Relocation at Palatka Municipal Airport.

SUMMARY:
In recent years the City has entertained multiple development inquiries at the Airport. Multiple preliminary plans have been considered for the South Airport and North Terminal Areas. It was decided that it would be beneficial for the City to prepare the South General Aviation Area for aviation related development. This project involves the clearing, grubbing, grading and fencing of the South General Aviation Area.

Passero Associates, Airport Engineers, will provide construction administration, resident engineering and inspection, quality assurance material testing and project closeout documentation for FDOT at a cost not to exceed $9,500.

This project is funded at 100% by the Florida Department of Transportation. .

RECOMMENDED ACTION:
Adopt the resolution authorizing the execution of Passero Associates Work Order #14-46R not to exceed $9,500 for construction administration, resident engineering and inspection, quality assurance material testing and project closeout documentation for FDOT for the South General Aviation Area Fencing and Site Preparation at the Palatka Municipal Airport (28J).

ATTACHMENTS:

Description	Type
Resolution	Resolution
Work Order No. 14-46R	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Czymbor, Michael	Approved	8/26/2014 - 10:37 AM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 9:22 AM
City Manager	Czymbor, Michael	Approved	8/27/2014 - 9:23 AM
Finance	Reynolds, Matt	Approved	8/27/2014 - 3:21 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 3:31 PM

RESOLUTION No. 2014-10-__

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF PASSERO & ASSOCIATES WORK ORDER #14-46R FOR SOUTH GENERAL AVIATION AREA - SITE PREPARATION AND FENCING RELOCATION AT THE PALATKA MUNICIPAL AIRPORT

WHEREAS, on 10/13/12 the Palatka City Commission (the **City**) adopted Resolution No. 9-29 entering into a Joint Participation Agreement with the Florida Department of Transportation in the amount of $333,537, identified as F.P. Number 43474819413 to fund 100% of the design and construction of South Airport drainage, utilities, permitting, surveying, testing, project management and administration (the **Project**), and

WHEREAS, on 2/10/2011 the Palatka City Commission (the **City**) entered into a contract with Passero & Associates, for master consulting services for the Palatka Municipal Airport (Kay Larkin Field); and

WHEREAS, Passero Associates, the City's designated Airport Engineers, has proposed work order # 14-46R the **Project**; and

WHEREAS, the **City** deems it reasonable and necessary to enter into a Supplemental Agreement with Passero & Associates to Construction Administration and Resident Engineering and Inspection for site preparation and fencing relocation at the Palatka Municipal Airport for said **Project**.

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest Passero & Associates supplemental agreement 14-46R in an amount not to exceed $9,500 for construction administration and resident engineering and inspection for site preparation and fencing relocation at the Palatka Municipal Airport.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11th day of September 2014.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

City of Palatka

Palatka Municipal Airport (28J)

South General Aviation Area Fencing and Site Preparation

Construction Administration
Resident Engineering and Inspection
Quality Assurance Material Testing

by

Passero Associates, LLC

PA Project No. 24000010.046R

Work Order No. 14-46R

South General Aviation Area Fencing and Site Preparation
Construction Administration, Resident Engineering and Inspection, and Quality Assurance Material Testing

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order, No. 14-46R, and the Master Consulting Services Agreement with the City of Palatka (dated February 10, 2011), all of which terms and conditions are incorporated herein by reference:

Project Location: Palatka Municipal Airport (Kay Larkin Field), Palatka, Florida.

Project Description: South General Aviation Area Fencing and Site Preparation.

Scope of Basic Services: Construction Administration and Resident Engineering and Inspection.

Scope of Special Services: Quality Assurance (QA) material testing.

Client Manager: Mr. Michael Czymbor, City Manager.

Airport Manager: Mr. John Youell.

PA Program Manager: Mr. Andrew Holesko, CM.

PA Project Manager: Mr. David Harris/Mr. Michael Cornell, Senior Inspectors.

Basic Services Compensation and Method of Payment:	Not-to-Exceed	$ 8,500.00
Special Services Compensation and Method of Payment:	Not-to-Exceed	$ 1,000.00
Total Project Cost:	Not-to-Exceed	$ 9,500.00

Schedule: To be determined as soon as Notice-to-Proceed is issued.

Meetings: As needed and directed by the City.

Deliverables:
1. Project management and coordination services.
2. Resident engineering and inspection services (periodic only).
3. Quality assurance material testing services.
4. Project closeout documentation for the FDOT.

"Consultant" – Passero Associates, LLC

BY: _____

Andrew M. Holesko, (Vice President)
Typed Name, (Title)

ATTEST BY: _____

Date: 8/12/14

"Client" – City of Palatka

BY: _____

Michael Czymbor (City Manager)
Typed Name, (Title)

BY: _____

Vernon Myers, (Mayor)
Typed Name, (Title)

ATTEST BY: _____

Date: 8/13/14

ATTACHMENT A-1

Scope of Work

South General Aviation Area Fencing and Site Preparation
Construction Administration, Resident Engineering and Inspection, Quality Assurance Material Testing

Palatka Municipal Airport
Palatka, Florida

I. Project Description

Relocate and replace the perimeter security fence (approximately 2,500 LF) with gates, to encompass the site within the secure boundary of Palatka Municipal Airport. There will be selective clearing and grubbing of approximately six (6) acres of uplands. A chain link fence shall be furnished and installed by the Contractor in accordance with and to conform to the lines and grades shown on the plans or established by the Consultant's Engineer.

II. Basic Services

Passero Associates (Consultant) will provide the following basic services to assist the City of Palatka (City) with the construction phase of the South General Aviation Area Fencing and Site Preparation project at Palatka Municipal Airport (Kay Larkin Field).

A. Contract Administration Phase

In the Construction Administration Phase, the Consultant shall assist the City in administering the construction contract with the selected Contractor for compliance with applicable regulations. In this task, administrative, inspection and supporting staff will:

1. Provide consultation and advice to the City during construction, including the holding of a pre-construction conference, attendance at periodic construction coordination meetings and other meetings required during the course of construction. Prepare, review, and distribute minutes of all meetings, if applicable.

2. Review, approve or take appropriate action on all contractor submittals, such as construction schedules and phasing schedules, shop drawings, product data, catalog cuts, and samples, for conformance with the construction contract requirements.

3. Review and take appropriate action on alternative construction methods proposed by the Contractor.

4. Review and process supplemental drawings and change orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions.

5. Assist the City in resolving Contractor claims and disputes.

6. Interpret the requirements of the contract documents and advise the Contractor of these requirements on behalf of the City.

7. Participate in the pre-final and final inspections of the completed project with City and Airport personnel, the FDOT, and the Contractor.

8. Provide assistance to the City as an expert witness in any litigation that may arise from the development or construction of the project.

B. Resident Engineering and Inspection Phase

In the Resident Engineering and Construction Inspection Phase, the Consultant shall provide on-site monitoring (periodic only) of construction procedures by part-time, resident project representatives, inspectors and supporting staff who will:

1. Maintain a project record in accordance with the requirements of the State of Florida Department of Transportation and the Federal Aviation Administration.

2. Review documents and submissions by contractors pertaining to scheduling and advise the City as to their acceptability.

3. Observe the work to determine conformance to the contract documents and to ascertain the need for correction or rejection of the work.

4. Attend, conduct, and prepare minutes for pre-construction conference, pre-paving conference, periodic progress meetings, final inspection of the completed project, and any other special meetings, as needed or requested.

5. Interpret the contract plans and specifications and monitor the construction activities to maintain compliance with the intent of the design.

6. Measure, compute or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractor.

7. Prepare and submit inspection reports of construction activity and problems encountered, as required by the City, the State of Florida Department of Transportation and the Federal Aviation Administration.

8. Prepare, review and approve periodic and final payments to Contractor.

9. Review Contractors final records, including as-built drawings, and all project closeout documents.

D. Responsibilities/Duties of Inspection Staff

The contractor is solely responsible for the completion of the project in a quality and timely manner, in accordance with the contract documents. Passero Associates construction-phase work tasks are limited to those specified in this work authorization. At no time will Passero's responsibilities include supervision or direction of the actual work by the contractor, his employees, subcontractors or suppliers. The contractor should be aware that neither the approval of contractor shop drawings, nor the on-site presence of Passero field representatives, nor the observation of the work by Passero representatives shall excuse the contractor in any way from defects discovered in the work. The contractor is responsible for the project site safety. Passero staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

The on-site administration and inspection staff is responsible for monitoring construction activity on the project and documenting their observations in a formal project record, including the following:

- Engineer's Daily Project Diary
- Inspector's Daily Reports
- Field measure quantities
- Prepare Statement of Days Charged on a weekly basis
- Summary of Inspector's Daily Reports
- Preparation of FAA Quarterly Reports

- Prime/Subcontractor Work Summary
- Review of Material Acceptance Reports
- Certification and Testing Log Book
- Conduct periodic project meetings with City and Contractors and prepare meeting minutes
- Conduct Wage Rate Interviews with Prime/Subcontractors
- Review Subcontractor Approval Forms
- Review Weekly Payrolls for Prime/Subcontractors
- Preparation of Periodic Payment Request for Contractor
- Retain copies of EEO Monthly Utilization Reports for audit
- Preparation and review of Change Orders/Force Account work
- Maintain Redline "Record Drawings" and records as work progresses.

The administration and inspection staff is also responsible for monitoring construction activity as it relates to aircraft operations, reporting any violations to the City, coordinating Notice to Airmen (NOTAMS) as required with CITY or designated representatives and to allow the construction of the project to be in compliance with the contract documents.

E. Grants Administration (Assistance)

Consultant will assist the City throughout the duration of this construction contract. Consultant will assist the City with the FDOT grant requirements, as requested. The grants administration phase shall include the following items of work:

1. Prepare Contractor payment requests, state and federal reimbursement request packages, letter-of-credit fund transfers, coordinate execution by City and submissions to the FDOT.

2. Assist City in compiling and submitting all necessary grant and project closeout documents required by the FDOT.

III. SPECIAL SERVICES

The Consultant will conduct Quality Assurance (Q/A) testing of materials, subcontracting for outside field, laboratory and/or shop tests of construction materials, as required by the plans and specifications.

Other special services (such as environmental studies, remediation or mitigation, etc.) are services that cannot be defined at this phase of the project (i.e., prior to construction and physical disturbance of the project site). If needed, additional special services shall be performed only as reviewed and approved by the City in writing.

III. Other

1. This project does not include the following services:
    a. Any Permitting.
    b. Preparation of any Design, Construction Plans, and Specifications.
    c. Other special services (such as environmental studies, permitting, traffic study or other special studies, etc.) are services that may be desired or requested, but often are not defined at the beginning of a project. If needed, special services shall be performed by the consultant only as approved by the City in writing during later stages of the project, as requested by the City.

2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport archives. Passero is not responsible for data that is not provided in the course of this Agreement.

End of Scope of Work.

Agenda Item

3e

CITY of Palatka
FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
Approve request to exceed allowable noise levels for Special Events Permit No. 14-44, PHNNA Occupation of Palatka -- 9/26/14 through 9/27/14 from 10 a.m. until 4 p.m. at the Bronson Mulholland House -- Elizabeth van Rensburg, Agent for Palatka Historic Neighborhood Northside Association; Applicant.

SUMMARY:
While Class B special events can be approved by the Special Events Coordinator, this application contains requests (for exceeding allowable noise levels for gunfire) that must go before the City Commission for approval.

RECOMMENDED ACTION:
Grant permission to exceed allowable noise levels for the Occupation of Palatka Special Event, Friday & Saturday, September 26 & 27, 2014 from 10 a.m. until 4 p.m.

ATTACHMENTS:

Description	Type
Special Events Permit No. 14-44 Palatka Historic Northside Neighborhood Association "Occupation of Palatka"	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	8/26/2014 - 12:51 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 9:15 AM
City Manager	Czymbor, Michael	Approved	8/27/2014 - 9:23 AM
Finance	Reynolds, Matt	Approved	8/27/2014 - 3:15 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 3:35 PM

APPLICATION # 14-44
(circle one below)
CLASS A PERMIT – Filing Deadline: 60 days prior to event
CLASS B PERMIT - Filing Deadline: 60 days prior to event
CLASS C PERMIT - Filing Deadline: 30 days prior to event

RECEIVED
JUL 02 2014
BY:

CITY OF PALATKA
APPLICATION FOR USE OF PARKS, RECREATIONAL AREAS,
RIVERFRONT PARK AND OTHER AREAS WITHIN THE CITY LIMITS

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER
   a. PHNNA/
   b. CONTACT PERSON Elizabeth van Rensburg TELEPHONE 904 377-5044
   c. FAX # 386 328 6890
2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE
   a. CONTACT PERSON TELEPHONE
   b. FAX #
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Civil War Living
4. History Event - Occupation of Palatka
5. **DATE & HOURS OF DESIRED USE:** 10a - 4p Sept 26 + 27, 14
6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.) Bronson Mulholland House/grounds
7. ROAD CLOSURES: n/a
8. REQUEST FOR NOISE VARIANCE(Dates and Times): n/a
9. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): n/a
10. ESTIMATE OF ANTICIPATED ATTENDANCE +- 1000
11. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT n/a
12. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
    a. CLASS A: **$300.00- 1,001 to 80,000 in attendance per day**
    b. CLASS B: ✓ **$100.00 per day Up to 1,000 persons per day**
    c. CLASS C: ___ **$50.00 per day** (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
    d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)
13. OTHER COSTS : Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.
14. 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.

IMPORTANT INFORMATION

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 Building & Zoning Department office at 386-329-0103 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.

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.

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.

10. 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.

7/2/14 — R. van Rensburg
DATE — SIGNATURE OF APPLICANT

APPROVED:

SPECIAL EVENTS COORDINATOR — DATE

CHIEF OF POLICE — DATE 8/4/14

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177
(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)

CITY OF PALATKA
PLANNING MEETING
PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: August 5, 2014 Special Events Coordinator: Thad Crowe

		Event Classification:	
☐	Site Sketch Provided	Class A	☐
☐	Tentative Schedule of Events	Class B	☑
		Class C	☐

To be completed by applicant with typewriter or print legibly in dark ink.

Name of Special Event/ Production: 4th Annual Occupation of Palatka

Type of Event: Civil War Living History

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary)

Location of Event: 100 Madison Street, Palatka

Requested dates and time of events (not including set-up and break down):

	Date	Day	Begin	End
Event Day 1	Sept 26	Fri	10 (AM)/PM	4 AM/(PM)
Event Day 2	Sept 27	Sat	10 (AM)/PM	4 AM/(PM)
Event Day 3			AM/PM	AM/PM
Event Day 4			AM/PM	AM/PM

Set-up for event will begin on (Date) Sept 25 Thurs at (time) 5pm

Break down will be completed by (Date) Sept 28 Sun at (time) Noon

Event Sponsor/Organization PHNNA

Name of Promoter: n/a Tax Exempt No.: _____

Fee Worksheet *(to be completed by Special Events Coordinator)*

"Class A" Event	"Class B" Event	"Class C" Event
Daily Fees (see fee schedule)	Daily Fees $100.00/day	Daily Fees $50/day
Security Fees @ $23/hr/Officer	Security Fees @ $23/hr/Officer	Security Fees @ $23/hr/Officer
Green Container Fees @ $15/container	Green Container Fees @ $15/container	Green Container Fee@$15/container
Refundable Deposit $500.00	Public Works Employees @ $14.00/hr (no charge during normal working hours)	

Special Events Permit Fees $ 100 Per day X 2 Days $ 200

Law Enforcement (City) Police Officer(s) $ 23.00 Per hour X ___ Officers X ___ Hours $ _____

Fire Personnel $ 23.00 Per hour X _____ Hours $ _____

Building Inspector $ 23.00 Per hour X _____ Hours $ _____

Public Works Services (only-no charge during regular working hours)

Public Works Personnel # Personnel _____ X _____ Hours @ $23/hour $ _____

Electrician Services (only-no charge during regular working hours)

Electrician Personnel $ 23.00 Per hour X _____ Hours $ _____

Sanitation Equipment Fee

Green Roll-Out Containers _____ X $15.00 Per Container $ _____

Additional Charges (List)

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) $ _____

To be completed and submitted by applicant prior to meeting with city staff.
City staff will amend checklist as necessary.

APPLICANT INFORMATION:

Name: Elizabeth van Rensburg
Telephone: 904·377·5044 Fax: 386·328·6890 Cellular: 904·377·5044
Address: 310 N. 3rd Street, Palatka FL 32177

Name: _____
Telephone: _____ Fax: _____ Cellular: _____
Address: _____

Other Contacts/ Key Holders:

Name: _____
Telephone: _____ Fax: _____ Cellular: _____

Name: _____
Telephone: _____ Fax: _____ Cellular: _____

☐ Estimated Peak Number of Participants (each day of event): Day 1 400 Day 2 600 Day 3 _____ Day 4 _____ Day 5 _____

☐ Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: Military drills/firing demonstrations by trained professionals.

☐ Number and proposed location of fire protection services: Fire extinguishers throughout venue.

☐ Inspection(s)- Date and time requested: _____

☐ Electrician Services- Date and time requested: n/a

☐ Emergency medical services: Ambulance Locations(s) (note on site map): n/a

Number of EMS Personnel required: n/a

☐ Number and proposed location for portable toilets: (note location on site map) 2 - behind Historical Society museum

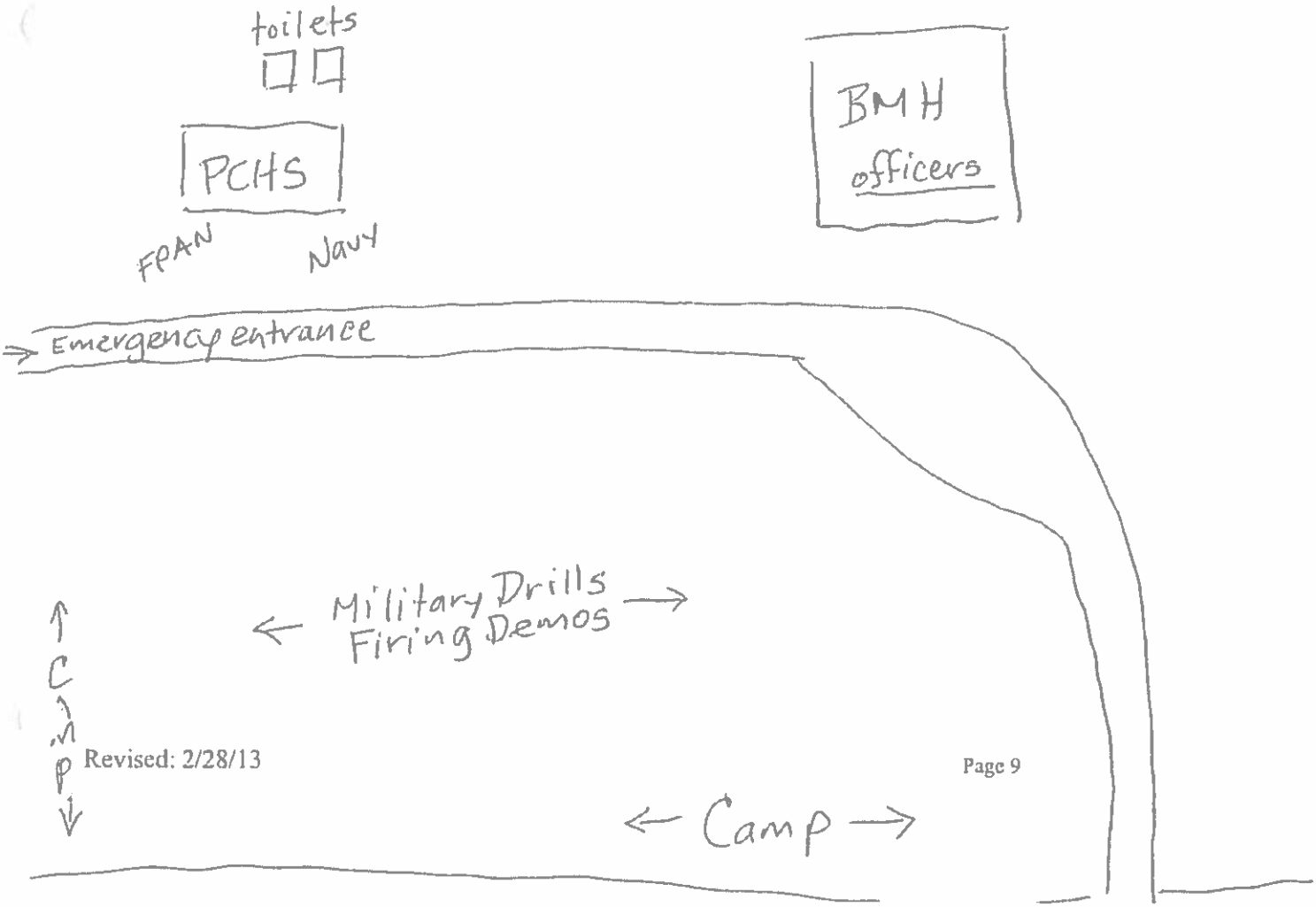
- ☐ Carnival location (if any) (note location on site map) n/a
- ☐ Number of sanitation roll-out containers required n/a
- ☐ Location of parking/transportation services, if any: n/a
- ☐ Type Transport Vehicles (Van, Buses, etc.) n/a
- ☐ Location of security and emergency vehicle parking on site: n/a
- ☐ Public street barricades/street closures/detours: (note locations on site map) none
- ☐ Temporary Parking, directional Signage needed: n/a
- ☐ Main emergency vehicle access to site (location-also note on site map): see attached
- ☐ Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, Bleachers, hospitality tents, booths, etc.: (note on site map):
- ☐ Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map) n/a
- ☐ Number and location of static/mobile displays (note on site map): see attached
- ☐ Location of event staff management (headquarters): Bronson-Mulholland house
- ☐ Staff Uniform Identification: n/a
- ☐ Main sound system location: n/a
- ☐ Number and location of special activities (launching areas, animal attractions, amusements Car shows, parade routes, competition courses, etc.): n/a

- ☐ Number and location of temporary signs/banners: n/a
- ☐ Number and location of promotional visual effects: n/a
- ☐ Watercraft: n/a
- ☐ Aircraft: n/a
- ☐ Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): n/a
- ☐ Date(s) and times of setup/ breakdown: Friday evening, Saturday late afternoon and Sunday morning.
- ☐ Name(s) and Type of Musical Bands to Perform (dates & times of performance): n/a
- ☐ Noise Abatement Requirements: n/a
- ☐ Adjoining Properties Impacted (Notification needed?): n/a
- ☐ Location, Dates and Times for Alcohol Ordinance Open Container Waiver: n/a
- ☐ Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): n/a
- ☐ Handicapped Accessibility: n/a

Items Outstanding:

- ☐ Outstanding Fees: $ _____
- ☐ Site Plan Sketch
- ☐ 501(C) (3) Certificate of Exemption

NOTES


toilets
PCHS
FPAN
Navy
BMH
officers
Emergency entrance
Military Drills
Firing Demos
Camp
Camp

Agenda Item

3f

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
Approve request items for Special Events Permit No. 14-48 to grant permission to exceed allowable noise levels and close Memorial Parkway from Reid St/US 17 to Short Laurel/2nd Street for Azalea City Cruisers Autumn Fest, October 11, 2014 from 7 a.m. until 7 p.m. - April Tilton, Agent/Applicant

SUMMARY:
While Class B events can be approved by the Special Events Coordinator, this application contains requests that must go before the City Commission for approval. Those are:

1. Permission to exceed allowable noise levels throughout the duration of the event;
2. Permission to close Memorial Parkway from Reid Street to South 2nd Street and St. Johns Avenue from Memorial Parkway to 2nd Street on the day of the event.

RECOMMENDED ACTION:
Grant permission to exceed allowable noise levels during the Autumn Fest on Saturday October 11, 2014 from 7 a.m. until 7 p.m.; and close Memorial Parkway from Reid Street to South 2nd Street and St. Johns Avenue from Memorial Parkway to 2nd Street during the event.

ATTACHMENTS:

	Description	Type
D	Special Events Permit No. 14-48 - Azalea Cruisers "Autumn Fest"	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	8/26/2014 - 12:46 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 9:11 AM
City Manager	Czymbor, Michael	Approved	8/27/2014 - 9:23 AM
Finance	Reynolds, Matt	Approved	8/27/2014 - 3:14 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 3:34 PM

APPLICATION # 14-48
(circle one below)
CLASS A PERMIT – Filing Deadline: 60 days prior to event
CLASS B PERMIT - Filing Deadline: 60 days prior to event
CLASS C PERMIT - Filing Deadline: 30 days prior to event

CITY OF PALATKA
APPLICATION FOR USE OF PARKS, RECREATIONAL AREAS,
RIVERFRONT PARK AND OTHER AREAS WITHIN THE CITY LIMITS

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER
   a. Azalea City Cruisers
   b. CONTACT PERSON April Tilton TELEPHONE 386-937-6043
   c. _____ FAX # _____
2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE
   _____
   a. CONTACT PERSON _____ TELEPHONE _____
   b. _____ FAX # _____
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Autumn Fest
4. _____
5. **DATE & HOURS** OF DESIRED USE: Oct 11, 2014 7AM - 7PM
6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
   Memorial Drive & St Johns Ave to 2nd St
7. ROAD CLOSURES: Memorial Drive & 100 Block of St Johns Ave
8. REQUEST FOR NOISE VARIANCE(Dates and Times): Oct 11, 2014 7AM - 7PM
9. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): N/A
10. ESTIMATE OF ANTICIPATED ATTENDANCE 100
11. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT 0
    _____
12. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
    a. CLASS A: ___ **$300.00- 1,001 to 80,000 in attendance per day**
    b. CLASS B: ✓ **$100.00 per day Up to 1,000 persons per day**
    c. CLASS C: ___ **$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.**
    d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)
13. OTHER COSTS : Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.
14. 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.

IMPORTANT INFORMATION

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 Building & Zoning Department office at 386-329-0103 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.

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.

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.

10. 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.

7/31/2014
DATE

SIGNATURE OF APPLICANT

APPROVED:

8/11/14
SPECIAL EVENTS COORDINATOR DATE

X
CHIEF OF POLICE 8/4/14 DATE

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177
(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)

CITY OF PALATKA
PLANNING MEETING
PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: August 11, 2014 Special Events Coordinator: Thad Crowe

		Event Classification:	
☑	Site Sketch Provided	Class A	☐
☐	Tentative Schedule of Events	Class B	☑
		Class C	☐

To be completed by applicant with typewriter or print legibly in dark ink.

Name of Special Event/ Production: AUTUMN FEST

Type of Event: FESTIVAL

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary)
CAR SHOW, MUSIC, CRAFT VENDORS, FOOD VENDORS + ART VENDORS

Location of Event: PALATKA RIVERFRONT / MEMORIAL DR

Requested dates and time of events (not including set-up and break down):

	Date	Day	Begin		End	
Event Day 1	10/11/14	SAT	7	AM/PM	7	AM/PM
Event Day 2				AM/PM		AM/PM
Event Day 3				AM/PM		AM/PM
Event Day 4				AM/PM		AM/PM

Set-up for event will begin on (Date) 10/10/14 at (time) 9:00 AM

Break down will be completed by (Date) 10/11/14 at (time) 7:0 PM

Event Sponsor/Organization Azalea City Cruisers

Name of Promoter: April Tilton Tax Exempt No.: 27-3127215

Fee Worksheet *(to be completed by Special Events Coordinator)*

"Class A" Event	"Class B" Event	"Class C" Event
Daily Fees (see fee schedule)	Daily Fees $100.00/day	Daily Fees $50/day
Security Fees @ $23/hr/Officer	Security Fees @ $23/hr/Officer	Security Fees @ $23/hr/Officer
Green Container Fees @ $15/container	Green Container Fees @ $15/container	Green Container Fee@$15/container
Refundable Deposit $500.00	Public Works Employees @ $14.00/hr (no charge during normal working hours)	

Special Events Permit Fees $ 100 Per day X 1 Days $ 100

Law Enforcement (City)
Police Officer(s) $ 23.00 Per hour X ____ Officers X ____ Hours $ _____

Fire Personnel $ 23.00 Per hour X _____ Hours $ _____

Building Inspector $ 23.00 Per hour X _____ Hours $ _____

Public Works Services (only-no charge during regular working hours)

Public Works Personnel # Personnel _____ X _____ Hours @ $23/hour $ _____

Electrician Services (only-no charge during regular working hours)

Electrician Personnel $ 23.00 Per hour X _____ Hours $ _____

Sanitation Equipment Fee

Green Roll-Out Containers 8 X $15.00 Per Container $ 120

Additional Charges (List)

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) $ 220

To be completed and submitted by applicant prior to meeting with city staff.
City staff will amend checklist as necessary.

APPLICANT INFORMATION:

Name: Azela City Cruisers
Telephone: 386-937-6043 Fax: _____ Cellular: _____
Address: _____

Name: _____
Telephone: _____ Fax: _____ Cellular: _____
Address: _____

Other Contacts/ Key Holders:

Name: _____
Telephone: _____ Fax: _____ Cellular: _____

Name: _____
Telephone: _____ Fax: _____ Cellular: _____

☑ Estimated Peak Number of Participants (each day of event): Day 1 100
Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

☐ Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: _____

☑ Number and proposed location of fire protection services: At Food Vendors / Location TBD

☑ Inspection(s)- Date and time requested: 10/11/14 - 9 AM

☐ Electrician Services- Date and time requested: _____

☐ Emergency medical services: Ambulance Locations(s) (note on site map): _____

Number of EMS Personnel required: _____

☑ Number and proposed location for portable toilets: (note location on site map) _____
1 - Regular, 1 - Handicap, 1 - Hand wash

- ☐ Carnival location (if any) (note location on site map) _____
- ☐ Number of sanitation roll-out containers required _____
- ☐ Location of parking/transportation services, if any: _____
- ☐ Type Transport Vehicles (Van, Buses, etc.) _____
- ☐ Location of security and emergency vehicle parking on site: _____
- ☑ Public street barricades/street closures/detours: (note locations on site map) MEMORIAL DRIVE + ST JOHNS AVE FROM 2ND ST to RIVER
- ☐ Temporary Parking, directional Signage needed: _____
- ☐ Main emergency vehicle access to site (location-also note on site map): _____
- ☐ Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, Bleachers, hospitality tents, booths, etc.: (note on site map): _____
- ☐ Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map) _____
- ☐ Number and location of static/mobile displays (note on site map): _____
- ☑ Location of event staff management (headquarters): CORNER 2ND & ST JOHNS CORNER ST JOHNS & MEMORIAL
- ☑ Staff Uniform Identification: AUTUMN FEST T-SHIRT
- ☑ Main sound system location: AMPITHEATRE
- ☐ Number and location of special activities (launching areas, animal attractions, amusements Car shows, parade routes, competition courses, etc.): _____

- ☐ Number and location of temporary signs/banners: _____

- ☐ Number and location of promotional visual effects: _____

- ☐ Watercraft: _____

- ☐ Aircraft: _____

- ☐ Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): _____

- ☑ Date(s) and times of setup/ breakdown: Oct 10 – 9 AM – Big Tents
  Oct 11 – 5 PM – 7 PM

- ☑ Name(s) and Type of Musical Bands to Perform (dates & times of performance): List will be provided prior to event

- ☑ Noise Abatement Requirements: 10/11/14 7 AM – 7 PM

- ☑ Adjoining Properties Impacted (Notification needed?): Watters Office Supplies, Bingo Palace, Lady Bugs

- ☐ Location, Dates and Times for Alcohol Ordinance Open Container Waiver: _____

- ☐ Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): _____

- ☐ Handicapped Accessibility: _____

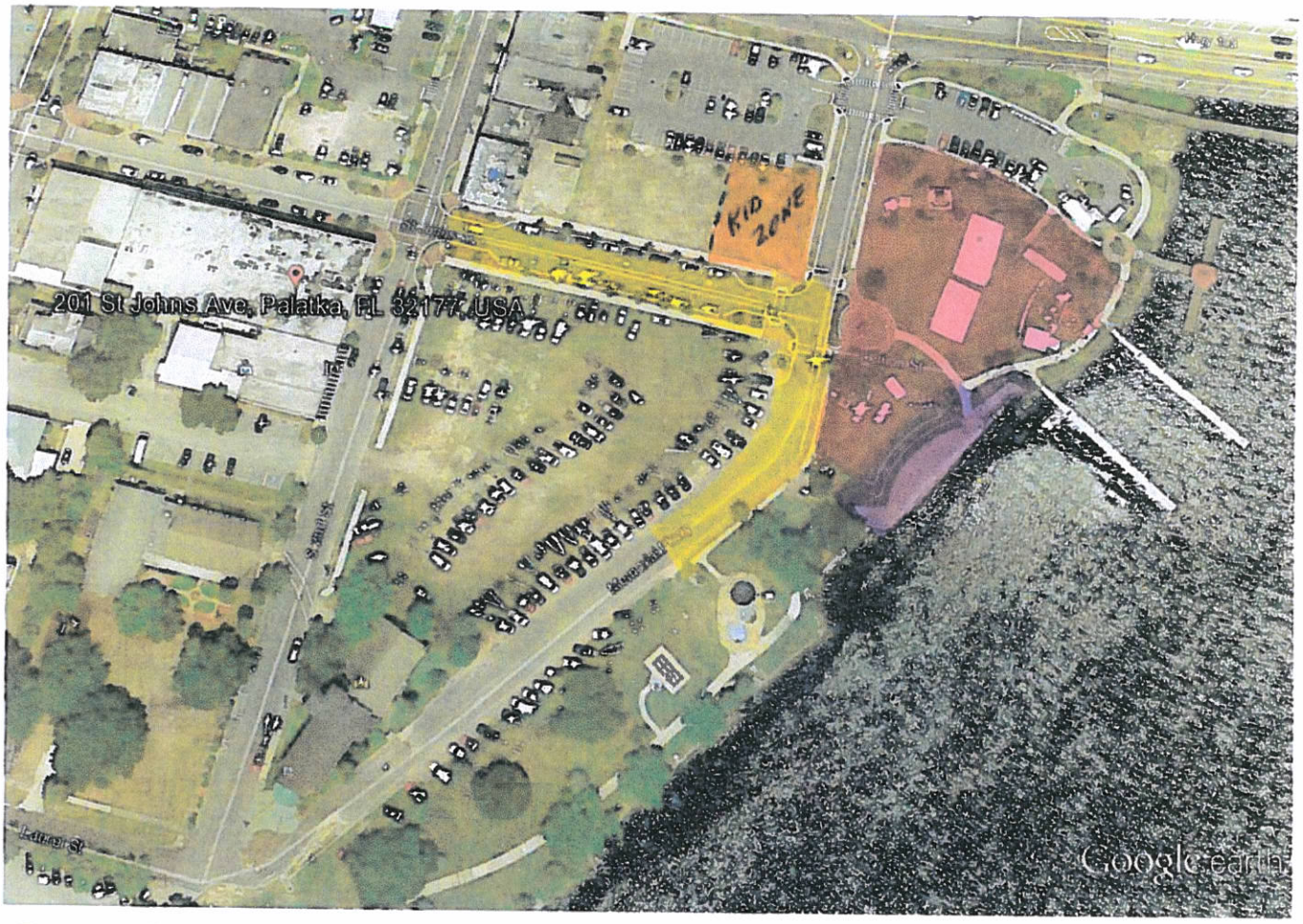
Items Outstanding:

- ☐ Outstanding Fees: $ _____

- ☐ Site Plan Sketch

- ☐ 501(C) (3) Certificate of Exemption

AUTUMN FEST



Google earth feet 500 meters 100

VENDORS KID ZONE ENTERTAINMENT CAR SHOW

Jim 643-8045

April 937-6043

Agenda Item

3g

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
Approve Special Request Items for Special Events Permit No. 14-46, Palatka Main Street Downtown Halloween Party, October 31, 2014 from 8 p.m. until 12:00 midnight- Palatka Main Street Inc./Charles Rudd, Applicant

1. Grant permission to exceed allowable noise levels throughout the duration of the event;
2. Grant permission for sales and consumption of alcoholic beverages throughout the duration of the event;
3. Allow the closure of the 200 and 300 blocks of St. Johns Avenue for the duration of the event.

SUMMARY:
While Class B special events can be approved by the Special Events Coordinator, this application contains requests (exceeding allowable noise levels for live entertainment, allowing outside alcohol sales and consumption, and allowing the closure of the 200 and 300 blocks of St. Johns Ave) that must go before the City Commission for approval.

RECOMMENDED ACTION:
Grant special request items for Special Events Permit #14-46 - Downtown Halloween Street Party on October 31, 2014 from 8 p.m. until 12 midnight.

ATTACHMENTS:

	Description	Type
D	Special Events Permit No. 14-46 Palatka Main Street "Downtown Halloween Party"	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	8/26/2014 - 12:46 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 9:12 AM
City Manager	Czymbor, Michael	Approved	8/27/2014 - 9:23 AM
Finance	Reynolds, Matt	Approved	8/27/2014 - 3:14 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 3:35 PM

APPLICATION # 14-46
(circle one below)
CLASS A PERMIT – Filing Deadline: 60 days prior to event
CLASS B PERMIT - Filing Deadline: 60 days prior to event
CLASS C PERMIT - Filing Deadline: 30 days prior to event

RECEIVED 8

CITY OF PALATKA
APPLICATION FOR USE OF PARKS, RECREATIONAL AREAS,
RIVERFRONT PARK AND OTHER AREAS WITHIN THE CITY LIMITS

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER
   a. Palatka Main Street Inc
   b. CONTACT PERSON Charles Rudd TELEPHONE 329-0100 x333
   c. FAX #
2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE
   a. CONTACT PERSON TELEPHONE
   b. FAX #
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Downtown Halloween Party
4.
5. **DATE & HOURS OF DESIRED USE:** 10/31/14 8 pm - Midnight
6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.) 200-300 Blocks of St Johns Avenue
7. ROAD CLOSURES: 200 + 300 Blocks of St Johns Ave.
8. REQUEST FOR NOISE VARIANCE(Dates and Times): 10/31/14 8 pm - Midnight
9. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): 10/31/14 8 pm - Midnight
10. ESTIMATE OF ANTICIPATED ATTENDANCE 200
11. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT
12. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
    a. CLASS A: ___ **$300.00- 1,001 to 80,000 in attendance per day**
    b. CLASS B: ✓ **$100.00 per day Up to 1,000 persons per day**
    c. CLASS C: ___ **$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.**
    d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)
13. OTHER COSTS : Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.
14. 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.

IMPORTANT INFORMATION

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 Building & Zoning Department office at 386-329-0103 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.

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

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.

10. 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.

7/23/14 — DATE

SIGNATURE OF APPLICANT

APPROVED:

SPECIAL EVENTS COORDINATOR — DATE

X — CHIEF OF POLICE — DATE 8/4/14

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177
(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)

CITY OF PALATKA
PLANNING MEETING
PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: August 5, 2014 Special Events Coordinator: Thad Crowe

		Event Classification:	
☐	Site Sketch Provided	Class A	☐
☐	Tentative Schedule of Events	Class B	☑
		Class C	☐

To be completed by applicant with typewriter or print legibly in dark ink.

Name of Special Event/ Production: Downtown Halloween Party

Type of Event: Street Festival

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary)
live band, street dance, vendors,

Location of Event: 200 & 300 Blocks of St Johns Ave

Requested dates and time of events (not including set-up and break down):

	Date	Day	Begin	End
Event Day 1	10/31/14	Friday	8:00 AM/PM	12 ao AM/PM
Event Day 2			AM/PM	AM/PM
Event Day 3			AM/PM	AM/PM
Event Day 4			AM/PM	AM/PM

Set-up for event will begin on (Date) 10/31/14 at (time) 6:00 pm

Break down will be completed by (Date) 11/1/14 at (time) 2 am

Event Sponsor/Organization Palatka Main Street

Name of Promoter: Charles Rudd Tax Exempt No.: _____

Fee Worksheet *(to be completed by Special Events Coordinator)*

"Class A" Event	"Class B" Event	"Class C" Event
Daily Fees (see fee schedule)	Daily Fees $100.00/day	Daily Fees $50/day
Security Fees @ $23/hr/Officer	Security Fees @ $23/hr/Officer	Security Fees @ $23/hr/Officer
Green Container Fees @ $15/container	Green Container Fees @ $15/container	Green Container Fee @ $15/container
Refundable Deposit $500.00	Public Works Employees @ $14.00/hr (no charge during normal working hours)	

Special Events Permit Fees	$ 100	Per day X 1	Days	$ 100
Law Enforcement (City) Police Officer(s)	$ 23.00	Per hour X 2 Officers X 4	Hours	$ 184
Fire Personnel	$ 23.00	Per hour X _____	Hours	$ _____
Building Inspector	$ 23.00	Per hour X _____	Hours	$ _____

Public Works Services (only-no charge during regular working hours)

Public Works Personnel # Personnel _____ X _____ Hours @ $23/hour $ _____

Electrician Services (only-no charge during regular working hours)

Electrician Personnel $ 23.00 Per hour X _____ Hours $ _____

Sanitation Equipment Fee

Green Roll-Out Containers _____ X $15.00 Per Container $ _____

Additional Charges (List)

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) $ 284.00

To be completed and submitted by applicant prior to meeting with city staff.
City staff will amend checklist as necessary.

APPLICANT INFORMATION:

Name: Charles Rudd
Telephone: 386-322-0100 x 333 Fax: _____ Cellular: 352-455-1180
Address: P.O. Box 1054, Pilatka FL 32178

Name: _____
Telephone: _____ Fax: _____ Cellular: _____
Address: _____

Other Contacts/ Key Holders:

Name: _____
Telephone: _____ Fax: _____ Cellular: _____

Name: _____
Telephone: _____ Fax: _____ Cellular: _____

☐ Estimated Peak Number of Participants (each day of event): Day 1 200
Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

☐ Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: N/A

☐ Number and proposed location of fire protection services: N/A

☐ Inspection(s)- Date and time requested: N/A

☐ Electrician Services- Date and time requested: N/A

☐ Emergency medical services: Ambulance Locations(s) (note on site map): N/A

Number of EMS Personnel required: N/A

☐ Number and proposed location for portable toilets: (note location on site map) 2 [illegible]

- ☐ Carnival location (if any) (note location on site map) N/A
- ☐ Number of sanitation roll-out containers required N/A
- ☐ Location of parking/transportation services, if any: N/A
- ☐ Type Transport Vehicles (Van, Buses, etc.) N/A
- ☐ Location of security and emergency vehicle parking on site: N/A
- ☐ Public street barricades/street closures/detours: (note locations on site map) See map
- ☐ Temporary Parking, directional Signage needed: N/A
- ☐ Main emergency vehicle access to site (location-also note on site map): See map
- ☐ Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, Bleachers, hospitality tents, booths, etc.: (note on site map): See map
- ☐ Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map) See map
- ☐ Number and location of static/mobile displays (note on site map): See map
- ☐ Location of event staff management (headquarters): N/A
- ☐ Staff Uniform Identification: N/A
- ☐ Main sound system location: See map
- ☐ Number and location of special activities (launching areas, animal attractions, amusements Car shows, parade routes, competition courses, etc.): See map

- ☐ Number and location of temporary signs/banners: See map

- ☐ Number and location of promotional visual effects: N/A

- ☐ Watercraft: N/A

- ☐ Aircraft: N/A

- ☐ Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): N/A

- ☐ Date(s) and times of setup/ breakdown: 10/13/14 6-8 pm Set-up
  11/1/14 11:30 Am - 2pm breakdown

- ☐ Name(s) and Type of Musical Bands to Perform (dates & times of performance): 8pm - midnight - Rock & Roll

- ☐ Noise Abatement Requirements: N/A

- ☐ Adjoining Properties Impacted (Notification needed?): N/A

- ☐ Location, Dates and Times for Alcohol Ordinance Open Container Waiver: 200 200 Block, 10/31/14 8pm - Midnight

- ☐ Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): Temp license

- ☐ Handicapped Accessibility: See map

Items Outstanding:

- ☐ Outstanding Fees: $ _____

- ☐ Site Plan Sketch

- ☐ 501(C) (3) Certificate of Exemption

Palatka MAIN STREET

REVITALIZATION-IT'S OUR NATURE

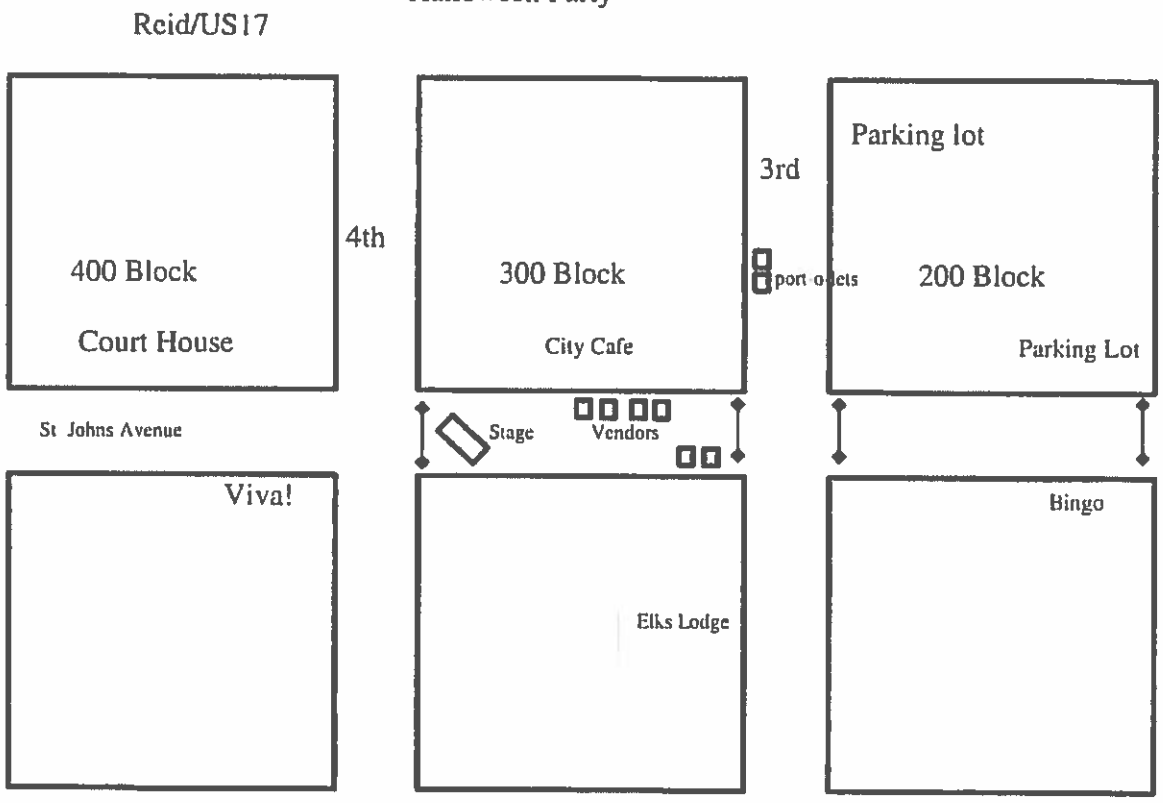
Downtown Halloween Party

October 31, 2014, 8 pm to Midnight

Set up 6-8 pm
Event time 6-10 pm
Clean up Midnight to 2 am

Event Map

Halloween Party



Agenda Item

4

CITY of Palatka
FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
CRA BUSINESS for meeting held September 11, 2014
***a. RESOLUTION** awarding Building Improvement Grant for 220 St. Johns Avenue in an amount not to exceed $30,000 - David Minor, Applicant

SUMMARY:
On April 22, 2014 the Palatka Community Redevelopment Agency advertised the Building Improvement Grant and Facade Grant Programs. The application period opened on May 8, 2014 and closed on July 7, 2014 at 5:00 pm. One (1) application for Building Improvement Grant funds was received.

David. Miner, the sole applicant, proposed to renovate the three (3) commercial spaces and convert them from office to retail spaces. While not included in the grant application scope of work, the applicant has begun the process of renovating the second floor to include three (3) residential units. Since the application was turned in, Miner has continued to finish out the commercial units, but work on the residential units has slowed. Work on the commercial units continued due to the fact that Miner had commitments from retail tenants. The residential element of the job cannot continue at this time without additional capital.

The review committee met and recommended award of Miner's Building Improvement Grant Application. The recommendation was made with the stipulation that the residential element of the project be finished out, however, the Building Improvement Grant is for commercial retail and residential space. It should also be noted that the program is limited to funding a maximum of $10,000 for work completed twelve months prior to the date of the grant application (May 19, 2014). As stated above, the applicant continued to work on the retail spaces after the application date of May 19, 2014. Staff is of the opinion that work completed after the application was submitted would be eligible for reimbursement in excess of the $10,000 limit for work completed prior to the grant application. based upon a preliminary review of the building permit the firewall (drywall) and mechanical inspections were performed between 6/30/2014 and 7/3/2014, which falls after the application date. If awarded, the applicant would be required to provide documentation for reimbursement.

In regards to the residential element of the job, staff does not believe it is appropriate to make it a stipulation of the Building Improvement Grant award. However, if the residential and retail improvements are completed it is estimated that the property value would increase by $224,000 bringing the taxable value to $451,167 (from Putnam County Property Appraiser). It's current taxable value is $227,167. To provide incentive to complete the residential element of the job, staff proposes that Miner be awarded a Transformational Redevelopment Incentive Tax Increment Reimbursement. Staff proposes that the award be made on the stipulation that a Certificate of Occupancy is issued for any one (1)(of the three (3) residential units.See attached for an estimated tax increment reimbursement schedule. This is only an estimate and subject to change based upon unforeseen market condition and a final valuation of the proposed improvements by the Putnam County Property Appraiser.

RECOMMENDED ACTION:
Adopt the resolution awarding a Building Improvement Grant for 218 & 220 St. Johns Avenue to David Minor in an amount not to exceed $30,000

RESOLUTION No. 2014-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA AWARDING A BUILDING IMPROVEMENT GRANT FOR 218 & 220 ST. JOHNS AVENUE IN AN AMOUNT NOT TO EXCEED $30,000

WHEREAS, on 9/11/14 the City of Palatka Community Redevelopment Agency (CRA) heard an application for Building Improvement Grant funds for 218 & 220 St. Johns Avenue; and

WHEREAS, the CRA awarded a building improvement grant in an amount not to exceed $30,000 with a required minimum match of $16,210.64 for 218 & 220 St. Johns Avenue; and

WHEREAS, the Community Redevelopment Agency has determined it is compliant with the Community Redevelopment Agency Plan and it is in the public's best interest to move forward with the award of Building Improvement Grant funds.

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

1. That a facade grant in an amount not to exceed $30,000 with a required minimum match of $16,210.64 be awarded for 218 & 220 St. Johns Avenue.
,
2. That the City Manager and City Clerk are authorized to execute and attest the 218 & 220 St. Johns Avenue Building Improvement Grant contract.

PASSED AND ADOPTED by the City of Palatka, Florida this 11th day of September, 2014.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

_____

CITY ATTORNEY

2014-15 BUILDING IMPROVEMEBT GRANT **AGREEMENT**

CITY OF PALATKA COMMUNITY REDEVELOPMENT AGENCY
COMMUNITY REDEVELOPMENT AREA
BUILDING IMPROVEMENT GRANT PROGRAM

THIS AGREEMENT is entered into between the City of Palatka Community Redevelopment Agency, whose address is 201 North Second Street, Palatka, FL 32177 (hereinafter referred to as the "CRA") and David J. Miner II and Natalie C. Miner, whose address is 218 & 220 St. Johns Avenue, Palatka, FL 32177 (hereinafter referred to as the "recipient"), to provide financial assistance for building improvements.

WHEREAS, on September 11th 2014 the recipient was awarded funding by the City of Palatka Community Redevelopment Agency Building Improvement Grant Program.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived here from, the CRA and the recipient do hereby agree as follows:

1. The CRA agrees to fund the recipient in an amount not to exceed $30,000 toward the total project cost of $46,210.64 for the work included in the attached bid(s) and scope of work from:

Bid 1: Mid-Fla Builders	Amount: $40,710.64	Date: 4/4/2014
Bid 2: Parish Drywall	Amount: $5,500.00	Date: 4/1/2014

2. The recipient agrees to pay $16,210.64 toward the total project cost of $46,210.64.

3. The recipient agrees to one reimbursement request.

4. Any overages are the responsibility of the recipient.

5. The recipient and any affected contractor(s) are required to sign a Release and Hold Harmless Agreement (Attachment A) with the City of Palatka Community Redevelopment Agency, as permitted by the laws of the State of Florida.

6. The recipient must honor contractual obligations to contractor(s).

7. The recipient agrees to provide proof of the proper building permits and zoning compliance.

8. Prior to final reimbursement, the recipient will be required to show proof of inspection and issuance of a Certificate of Occupancy from the City of Palatka Building Department.

9. Funds will be disbursed by a check payable to the contractor or applicant on a reimbursement basis after the following:

    a. Submission of all receipts and required documentation to the City of Palatka Grants Administrator/ Projects Manager, including:
        i. Contractor invoicing and evidence of payment of funds
        ii. Release of lien letters from contractors
    b. Verification by the Grants Administrator and Palatka Main Street Manager that the original, approved Scope of Work was completed in a satisfactory and professional manner.
    c. Verification that any additional criteria added by contract have been completed as proposed in a satisfactory and professional manner.
    d. Certification of completion of grant project by the City of Palatka Grants Administration/Special Projects Manager and submission to the City of Palatka Finance Director.

10. For every reimbursement request an equal percentage of the applicant's contribution should be substantiated in the form of a copy of the check and corresponding invoice. Upon receipt of all invoices, receipts, and proof of recipients match, a reimbursement check will be issued within 5 business days.
11. Should the recipient transfer, sell, divest themselves of their interest in the subject property or business, or fail to maintain the renovations and improvements during the five-year period following receipt of the grant funds, the recipient shall return/repay the grant funds as follows:

    a.

Time	Amount Due to CRA
0 to one (1) year after grant funds received	90%
One (1) to two (2) years after grant funds received	80%
Two (2) to three (3) years after grant funds received	60%

    b. If the recipient does not repay the grant funds, the CRA expressly reserve the right to file a lien, in an amount determined by the schedule in section 11.a, on the subject property of the grant whose physical address is 218 & 220 St. Johns Avenue, Palatka, FL 32177.

12. Palatka Main Street and the City of Palatka Community Redevelopment Agency expressly reserve the right to:

    a. Request additional information from the recipient
    b. Display and advertise properties that receive grant funding

RECIPIENT:

_____
Witness Signature

_____
Authorized Agent Name (print)

_____
Witness Signature

_____
Authorized Agent Title (print)

_____
Authorized Agent Signature

_____
Date

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, who is personally known to me or produced _____ _____, as identification.

(seal)

My Commission Expires:

_____
Notary Public, State of Florida

ATTEST:

_____
Betsy Driggers, **City Clerk** (Seal)

COMMUNITY REDEVELOPMENT AGENCY:

_____
Michael Czymbor, **CRA Director**

_____
Date

220 St. Johns Avenue

$227,167 original appraisal

Year	Estimated Property Value	Increment 75%	Increment 37.5%	Increment 25%	Estimated Taxes
Construction (Base)	$227,167.00	$2,959.51	$1,479.76	$986.50	$5,981.15
1	$451,167.00	$3,019.12	$1,509.56	$1,006.37	$11,878.91
2	$455,678.67	$3,079.33	$1,539.66	$1,026.44	$11,997.70
3	$460,235.46	$3,140.13	$1,570.07	$1,046.71	$12,117.68
4	$464,837.81	$3,201.55	$1,600.77	$1,067.18	$12,238.85
5	$469,486.19	$3,263.58	$1,631.79	$1,087.86	$12,361.24
6	$474,181.05	-	$1,663.11	$1,108.74	$12,484.86
7	$478,922.86	-	$1,694.75	$1,129.83	$12,609.70
8	$483,712.09	-	$1,726.71	$1,151.14	$12,735.80
9	$488,549.21	-	$1,758.98	$1,172.65	$12,863.16
10	$493,434.70	-	$1,791.58	$1,194.38	$12,991.79
11	$498,369.05	-	-	$1,216.33	$13,121.71
12	$503,352.74	-	-	$1,238.50	$13,252.93
13	$508,386.27	-	-	$1,260.89	$13,385.45
14	$513,470.13	-	-	$1,283.50	$13,519.31
15	$518,604.83	-	-	$1,306.34	$13,654.50
	TOTAL	$18,663.23	$17,966.74	$18,283.40	

* This model takes into account a 1% annual property value increase and 2013 millage rates for all taxable

JMK

RECEIVED
MAY 19 2014
BY:

APPLICATION

Attachment C

CITY OF PALATKA COMMUNITY REDEVELOPMENT AGENCY
PALATKA MAIN STREET/COMMUNITY REDEVELOPMENT AREA
BUILDING IMPROVEMENT GRANT PROGRAM

APPLICANT AND BUSINESS INFORMATION

Date of Application: _____

Name of Applicant: DAVID MINER

Name of Business (if applicable): M5 Florida Properties LLC.

Project Address: 220 St Johns Avenue

Parcel ID#: 42-10-27-6850-0110-0031

Telephone Number: (386)325 0881 Fax Number: (386) 326-0419

E-mail Address: m5floridaproperties@aol.com

↓Please leave this section Blank, to be completed by City of Palatka Staff.↓

Type of Business, Service, or Art: _____

Zoning: _____

Use is in compliance: _____ Use is not in compliance: _____

Planner/Reviewer and Date: _____

Building Permits: _____

Building Permit(s) will be needed: Yes _____ No _____

If yes, what permits will be required? _____

_____

_____

Building Official/Reviewer and Date: _____ 6/3/14

Are there any liens or existing Code violations on the property? _____ Yes ✓ No

If yes, briefly explain (attach additional pages if needed): _____

_____

_____

↑Please leave this section Blank, to be completed by City of Palatka Staff.↑

PROPERTY OWNER INFORMATION (if different from applicant)

Name of Property Owner: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Business Address: _____

PROJECT FINANCING INFORMATION

Total Project Cost: $ 125,000.00

Attach at least two bids from licensed contractors.

Bid One:
Contractor Name: Mid-Fla.com Bid Amount: $ 40,710.64

Bid Two:
Contractor Name: Parish Drywall Bid Amount: $ 5500.00

Amount of Grant Funds Requested: $ 30,000.00

How will applicant's portion of the project be financed?
(Verification of funding sources will be required before final approval of the grant application.)
Managing members and LLC funding - No financing

_____

PROJECT SUMMARY

Please provide a summary of the proposed project and how the requested funds will be used. Be specific in describing the nature of the project and address the improvements that will be made and the timetable for completing the proposed improvements. Attach additional pages if necessary. Note: A site visit with the applicant may be necessary to understand the scope and nature of the project.

1. Is the project for interior or exterior improvements? Please check the applicable box.

   ☑ Interior ☐ Exterior ☐ Both

2. Explain the reason(s) for the proposed work (i.e. water damage, termite damage, pest infestation, window upgrade, electrical upgrade, ADA accessibility, plumbing upgrade, HVAC upgrade, interior reconfiguration, landscape renovation, repair/install awnings, and or to meet occupancy requirements):

   interior renovation and reconfiguration for 3 commercial retail spaces on St. Johns Ave.

3. Explain the anticipated or current use:

   vacant offices for professional offices

4. Explain the scope of the work and the materials to be used:

   remove walls and fire rate the divided retail spaces for seperate retail shops. AC, electric, plumbing for seperate retail shops.

5. Project Start Date: April 2014 Project End Date: July 2014

Explain Reasons (if needed):

↓Please leave this section Blank, to be completed by City of Palatka Staff.↓

City Building Department Inspection

(Upon completion of Project)

Comments:

Permit Required:____Yes _____No Project signed off _____ Yes _____No

Chief Building Official (Signature) Date

↑Please leave this section Blank, to be completed by City of Palatka Staff.↑

ADDITIONAL SUBMISSIONS (required)

1. At least four 4X6 color photographs of the existing building exterior and appropriate interior showing all sides of the structure, with emphasis on the area to be improved.

2. Renderings or conceptual drawings of the project at completion, including, as appropriate:

- Detailed plans and/or elevations
- Color renderings and specifications
- Paint descriptions and samples including which to be used where
- Fabric color, style, and samples

3. Two bids from licensed contractors detailing the following:

- Description of the materials to be used
- Description of the construction procedures
- Itemized cost estimate of the project

4. A legal description of the property.

5. Proof of property ownership (deed) or, if a tenant, a copy of the lease.

6. Tenants must provide written documentation verifying the property owner approves the proposed enhancements and will sign the restrictive covenants and/or mortgage.

7. Occupancy permit and occupational license

8. Documentation from all lending institutions verifying all mortgage payments on the property are current and that the lending institutions will provide updated information upon request by the Community Redevelopment Agency.

9. Documentation indicating that all property tax payments are current.

10. Proof of property insurance.

11. If Applicant intends to include the costs of improvements complete on the subject property within the twelve months preceding this Application as part of the "Total Project Cost", documentation pertaining to the costs, construction and permitting of those improvements must be provided.

CERTIFICATION

Please read the following and sign below. **All owners, authorized corporate officers, or partners must sign this application.**

The information contained in this application is accurate to the best of my knowledge. Applicants understand that personal, business and/or property information may be requested pursuant to this application and hereby give their consent for such information to be provided.

The CRA retains the sole decision as to whether this grant application is approved, disapproved, or modified.

Applicant agrees to accept future maintenance and other associated costs occurring after the completion of the project for not less than five years.

Applicant agrees to accept future maintenance and other associated costs occurring after the completion of the project for not less than five years.

Name (print) David J. Miner II Name (print) Natalie C. Miner

Title MGMR Title MGMR

Signature _____ Signature _____

Date 4/1/2014 Date 4/1/2014

RELEASE AND HOLD HARMLESS AGREEMENT

Release executed on the 1 day of April, 2014, by (Property Owner) MS Florida Properties and/or (if Applicable, Tenant) n/a, of (street address) 220 St. John Avenue, City of Palatka, County of Putnam, State of Florida, referred to as Releasor(s).

In consideration of being granted monies for restoration, modifications, or other physical changes to the property located at the above address, the Releasor(s) understands that they are solely responsible for providing their own contractors, and to assure that those contractors are fully insured and licensed and have obtained all necessary permits in accordance with City (State) regulations. The Releasor(s) waives, releases, discharges, and covenants not to sue the Palatka Main Street Program, The Community Redevelopment Agency, and/or the City of Palatka for loss or damage, and claims or damages, on account of any work that has been performed in accordance with City or State guidelines.

Releasor(s) agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that, if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Releasor(s) further states that it has carefully read the above release and knows the contents of the release and signs this release as its own free act.

Releasor(s)'s obligations and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

Dated this 1 day of April, 2014.

Property Owner Signature

Witness

David T. Miner II

Print

Co-Owner Signature (if applicable)

Witness

Natalie C. Miner

Print

M5

Florida Properties, LLC.

FOR LEASE

M5 Florida Properties, LLC
649 Hwy 17 North
Palatka, FL 32177
(386) 325-0881 (386) 326-0419 FAX
m5floridaproperties@aol.com

Palatka Main Street
201 North Second St.
Palatka, FL 32177

March 17, 2014

To whom it may concern:

This letter is in reference to the application package for the "BIG" grant for building improvements. This also serves as written approval of the property owner. The business and marketing plan is simple to renovate the interior of the building to have commercial rentals 2 additional rentals on 220 St. Johns Ave. The business has 1 occupied rental on 218 St. Johns Ave which is the Sunshine Safety Council. The Marketing plan for the 220 St. Johns Ave is to have 2 additional rentals. Thus this parcel having 3 commercial rentals on St. Johns Ave. There is additional area on the back part of the building that will not be renovated at this time. That part of the building has access from the 3rd street and Reid St. side.

The work plan is currently scheduled for 90 days because we have interest of commercial retail for moving in April thru July 2014. The cost estimates for the Air conditioners, Electric, and misc. have been included in this package which exceeds the maximum grant. The timeline estimate is electrical 30 days, Air Condition is 30 days, and requirements for longevity and fire code of the building is 30 days. We are trying simply to get the structure ready for a commercial retail rental presence on St. Johns Ave. We will continue after renting the building to improve the structure interior and exterior. We have plans to have 3 commercial retail rentals on St. Johns. The structure is 2 story brick building. Along with the city's vision and ordinances, we have future plans to improve the 1rst floor for commercial retail. The second floor ordinance have 2nd floor residential. We also have future plans to redo the exterior to look more uniform with the current 200 block exterior.

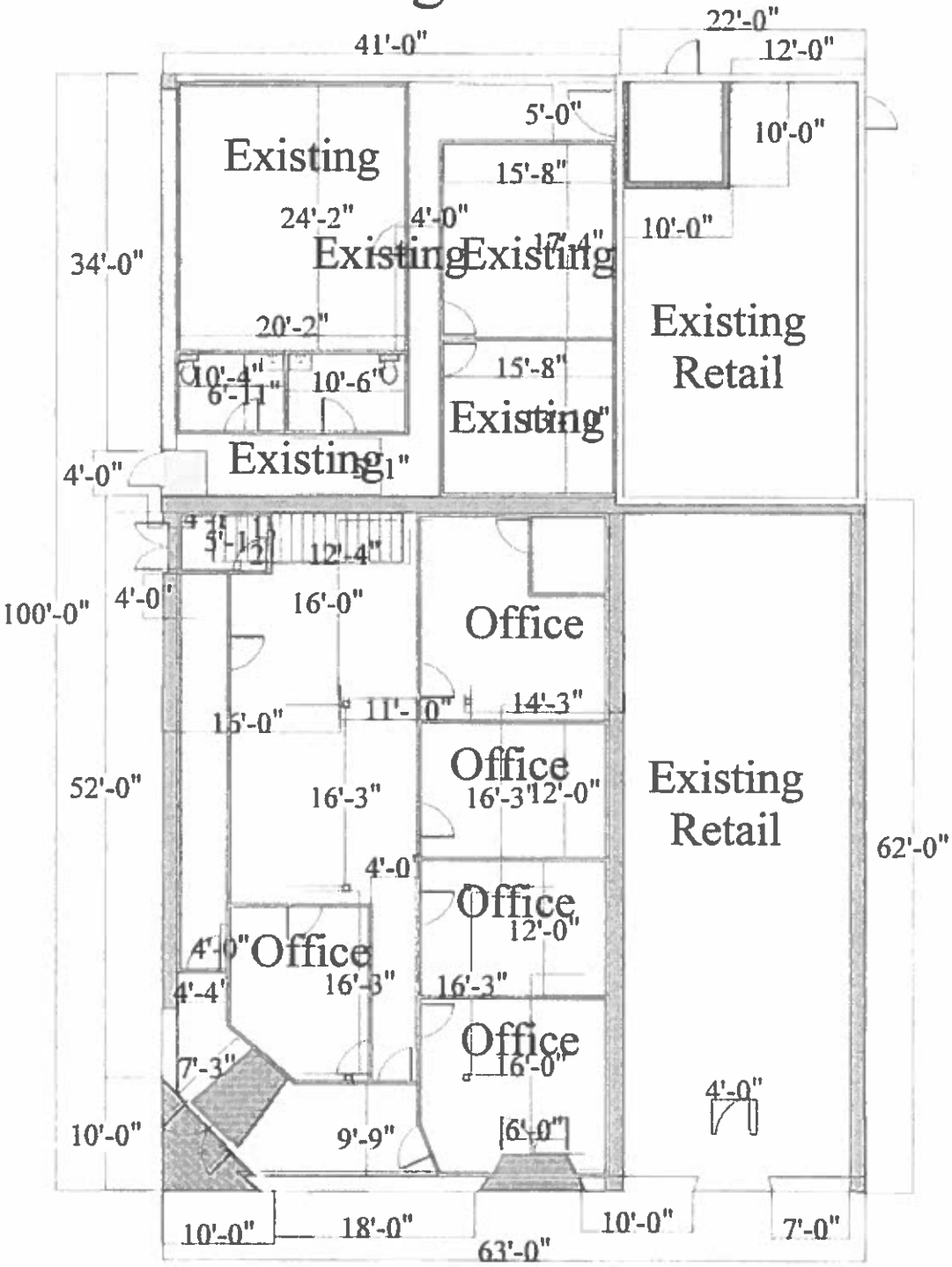
The type and source of funding is M5 Florida Properties, LLC. has current rental incoming which will hiring general contractor, plumber, and Air Conditioning trades to oversee the project. The managing members have credit means to pay for materials. We have current purchase orders and rental funds to cover these purchase orders and credit means.

My cell is (386) 546-0133 if you would like to discuss this matter or call the office and speak with Natalie Miner, MGMR also. If you need to reach us for any reason or questions, please call (386) 325-0881 or m5floridaproperties@aol.com

Thanks you,

David J Miner, MGMR

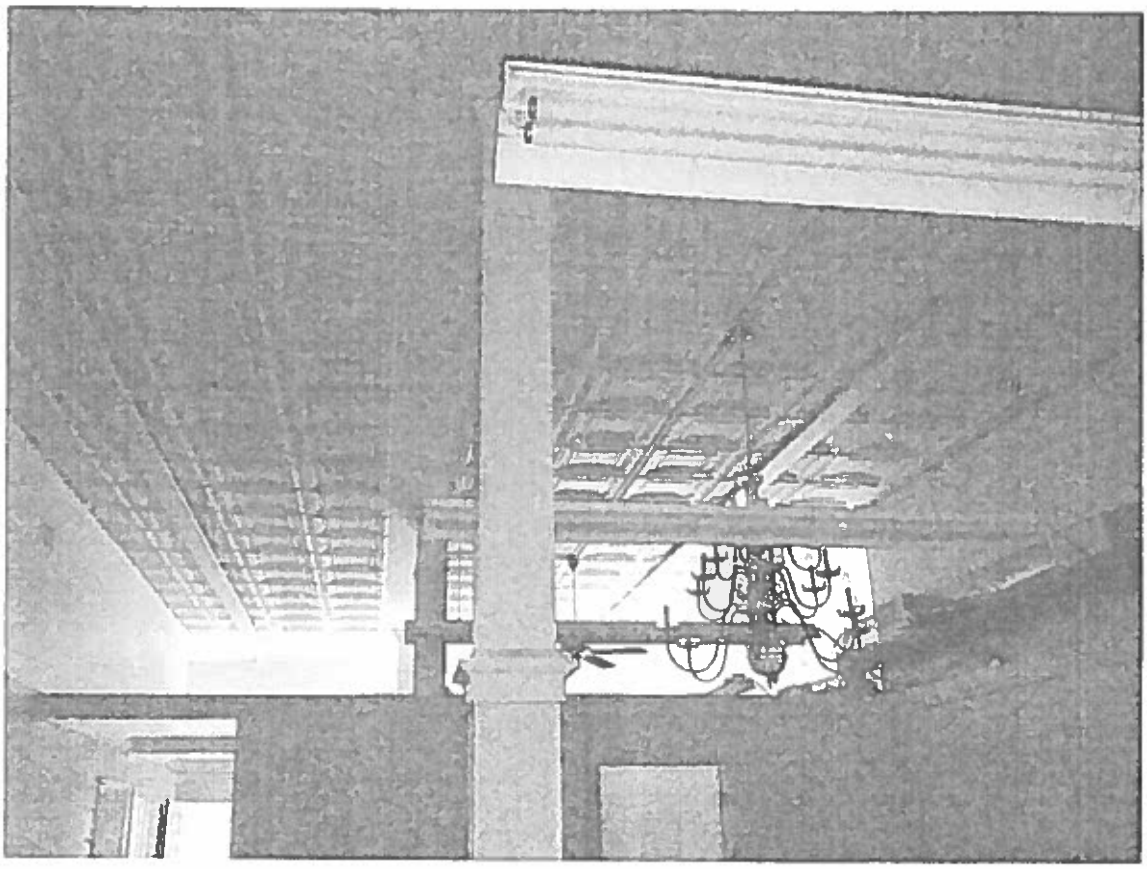
Existing Downstairs



220 *St. Johns Ave.* 218

North

Contact: David Miner, MGMR
M5 Florida Properties, LLC
Mailing: 649 Hwy 17 North
Palatka, FL 32177
Phone: (386) 325-0881
(386) 546-0133 cell
(386) 326-0419 fax
m5floridaproperties@aol.com

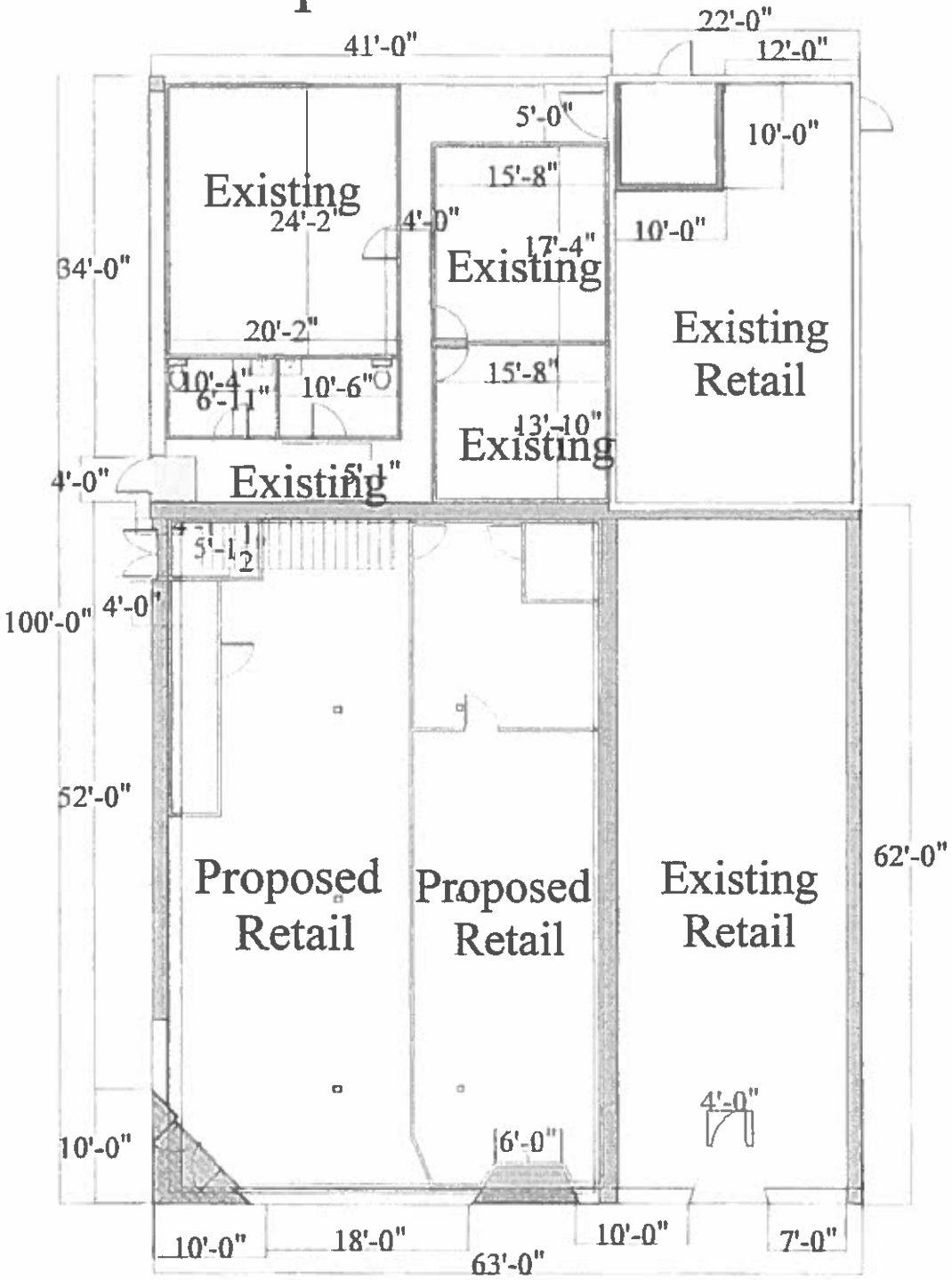


Existing dividers into offices

To make this commercial rental instead of offices

1. Take out dividing walls
2. Divide electrical, AC, and fire rate for 2 separations
3. This includes electrical, AC , drywall, fire rating
4. Thus giving a clean white blank canvas for future commercial retail.

Proposed Downstairs



220 *St. Johns Ave.* 218

North

Contact: David Miner, MGMR
M5 Florida Properties, LLC
Mailing: 649 Hwy 17 North
Palatka, FL 32177
Phone: (386) 325-0881
(386) 546-0133 cell
(386) 326-0419 fax
m5floridaproperties@aol.com

R.D.P. of Putnam Co. Inc. DBA
Parish Drywall
293 Stokes Landing Road • Palatka, FL 32177
Duff Parish, Owner
Office (386) 328-1550 • Cell (386) 937-1006
Proven Quality for 41 Years
Licensed & Insured

CUSTOMER'S ORDER NO. _____ DATE 4/1 20 14

NAME LAWD MINDE

ADDRESS ST JOHNS AVE Build out

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD	PAID OUT	LAYAWAY

QUAN.	DESCRIPTION	PRICE	AMOUNT	
	Build out 2 unit with			
	Drywall Ready For paint			
	Knockdown Ceiling + Orange Peel			
	walls. The party wall will			
	have 1 layer 5/8 each			
	side which will be 1 Hr			
	Fire Rated partition. The			
	Ceiling Also will Have 1 Layer			
	5/8. TOTAL For Job			
	MATERIAL + LABOR		550	00
		TAX		
		TOTAL		

All claims and returned goods MUST be accompanied by this bill.

RECEIVED BY X

From:

To: 'Miner's Marine Construction, Inc.' <minersmarine@aol.com>

Cc: 'Travis' <tdl@mid-fla.com>

Subject: break down

Date: Fri, Apr 4, 2014 11:32 am

1 a/c on the building 3 system up stairs with full duct systems and outdoor units in the roof.

2 re do duct system round metal on both side down stairs. west side using existing system but added moving relocating the outdoor unit to the roof and relocate line set.

3 on the east side add a new system on the and metal duct system. unit on the roof.

4 pull permits for complete job . add six meter panel disconnect combo to north east side by existing meter can . remove meter and panel from west side . run 6 new 200 amp 40 circets panels in each rental location, located with David. all conduit from new outdoor meter can to new indoor panels.

total electrical 19866.10 revised

5 insulation blow in upstairs ceilings with r 19

6 mesh and fire rate down stairs ceiling

11756.00

total 55710.64

break down

if you deduct 9000.00 from the total for a/c and duct up stairs

if you deduct 6000.00 for electrical

40710.64 down stairs

(1) DE

Prepared by:
Kim Collins
Paradise Title of St. Augustine, LLC
2225 A1A SOUTH, SUITE C-8
Saint Augustine, Florida 32080
File Number: P13-1659
Documentary Stamps:$0.00

Inst 201354786686 Date 12 20 2013 Time 3 19 PM
Doc Stamp-Deed 1680 00
DC,Tim Smith Putnam County Page 1 of 2 B 1366 P 1527

General Warranty Deed

Made this December 18, 2013 A.D. By **FRED FOX and SUSAN FOX, husband and wife,** hereinafter called the grantor, to **M5 Florida Properties, LLC, a Florida Limited Liability Company** whose post office address is: **116 Cheffey Road, Palatka, FL 32177**, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Two Hundred Forty Thousand dollars & no cents Dollars, ($240,000.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Putnam County, Florida, viz:

The Westerly 63.67 feet of the Southerly 100 feet of Block 11, according to Dick's Map of the City of Palatka of the public records of Putnam County, Florida.

It is the intention that this description shall extend to the center of the existing party wall between now existing Farrell Jewelers and Kimbrel Appliances and on a Northerly projection thereof to intersect with the Northerly line of the Southerly 100 feet of said Block 11, as referred to in deeds recorded in O.R. Book 272, page 462, O.R. Book 272, page 463 and O.R. Book 272, page 464 of the public records of Putnam County, Florida.

Parcel ID Number: **42-10-27-6850-0110-0031**

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 the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2012.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Kim Collins

Witness Printed Name Jamie Jo Cribbs

FRED FOX (Seal)
Address: PO BOX 1047, ST. AUGUSTINE, FL 32085

SUSAN FOX (Seal)
Address: PO BOX 1047, ST. AUGUSTINE, FL 32085

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 18th day of December, 2013, by FRED FOX and SUSAN FOX, who is/are personally known to me or who has produced a valid driver's license as identification.

KIMBERLEE COLLINS
MY COMMISSION # EE 094204
EXPIRES: June 14, 2015
Bonded Thru Notary Services

Notary Public
Print Name:

My Commission Expires:

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A

Name and Address of Title Insurance Company: **Paradise Title of St. Augustine, LLC 2225 A1A SOUTH, SUITE C-8, Saint Augustine, Florida 32080**

File No.:P13-1659 Policy No.:7230609-90412106

Address Reference:218 AND 220 ST. JOHNS AVE., Palatka, Florida 32177
(For information only)

Amount of Insurance: $240,000.00
Premium: $1,275.00

Date of Policy: December 18, 2013 at 05:00 PM**(or the date of recording of the instrument executed at closing vesting title in the insured, whichever is later.**

1. Name of Insured: M5 Florida Properties, LLC, a Florida Limited Liability Company

2. The estate or interest in the Land that is insured by this policy is: Fee Simple

3. Title is vested in the insured.

4. The Land referred to in this policy is described as follows:

   The Westerly 63.67 feet of the Southerly 100 feet of Block 11, according to Dick's Map of the City of Palatka of the public records of Putnam County, Florida.

   It is the intention that this description shall extend to the center of the existing party wall between now existing Farrell Jewelers and Kimbrel Appliances and on a Northerly projection thereof to intersect with the Northerly line of the Southerly 100 feet of said Block 11, as referred to in deeds recorded in O.R. Book 272, page 462, O.R. Book 272, page 463 and O.R. Book 272, page 464 of the public records of Putnam County, Florida.

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE ASSISTANCE IS 1-800-669-7450

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

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Report Viewer

JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW **

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/28/2013 EXPIRATION DATE: 2/28/2015

PERSON: SWEENEY JAMES D

FEIN: 371491653

BUSINESS NAME AND ADDRESS

JAMES DEAN SWEENEY LLC

PO BOX 41

FLORAHOME FL 32140

SCOPES OF BUSINESS OR TRADE

LICENSED BUILDING CONTRACTOR

Pursuant to Chapter 440.05(1), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not receive benefits or compensation under this chapter. Pursuant to Chapter 443.036(7), F.S., Certificates of election to be exempt apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(1), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department may revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT [illegible]

THIS DOCUMENT HAS A COLO C 7 INTING - LINEMARK™ PATENTED PAPER

LIC# 6310467

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L1208280165

DATE	BATCH NUMBER	LICENSE NBR
08/28/2012	128058857	CBC059627

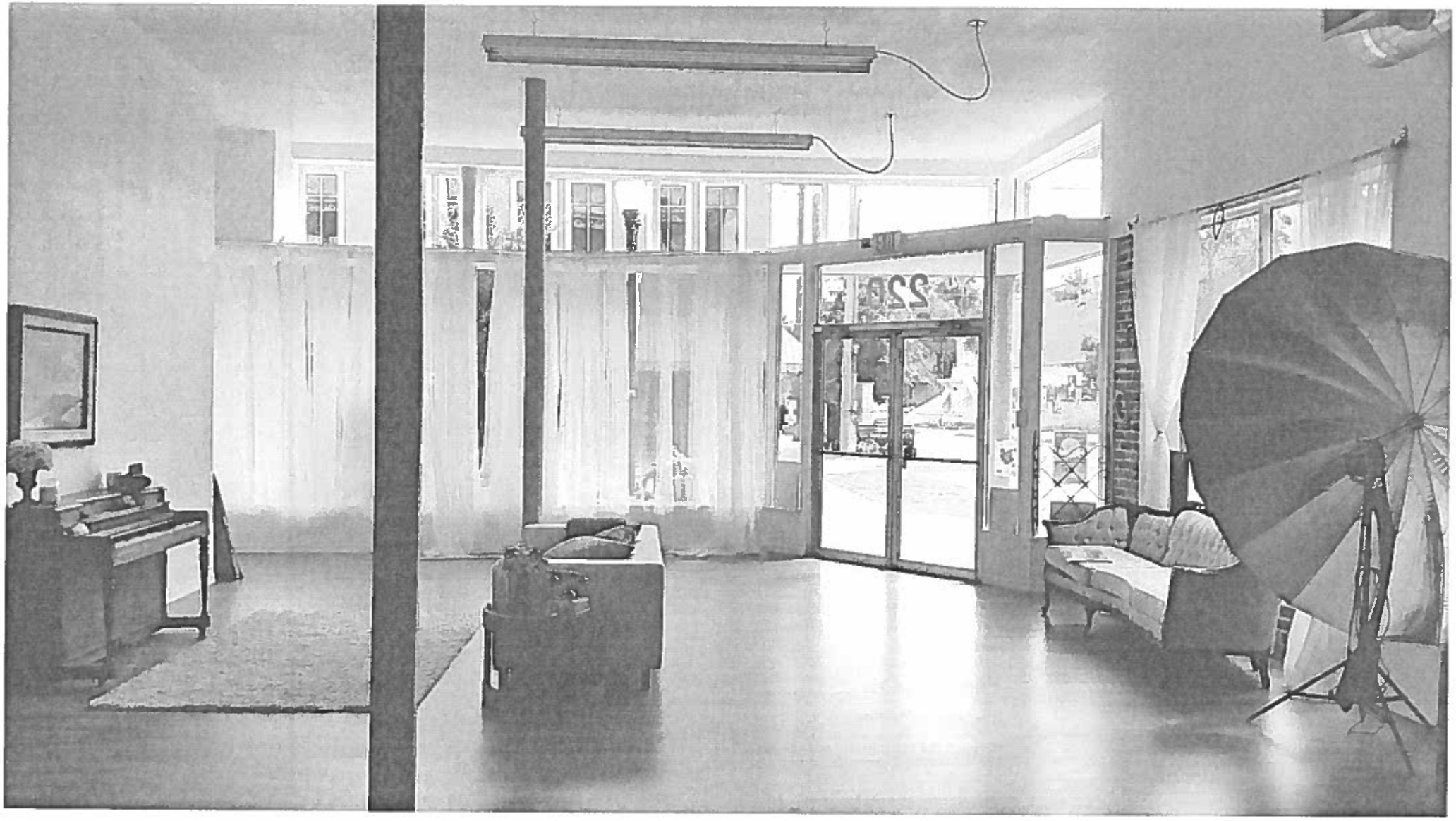
The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

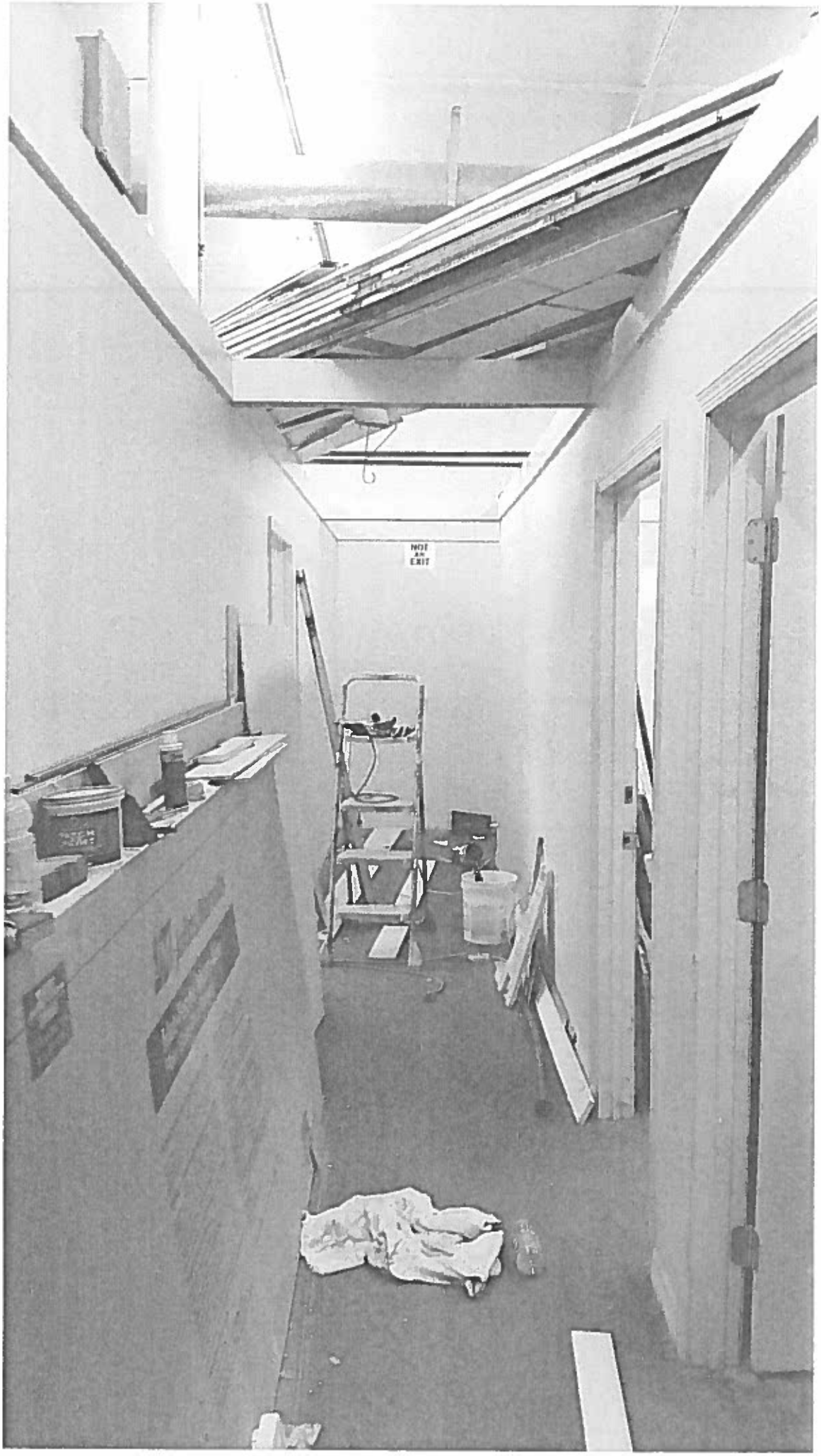
SWEENEY, JAMES D
JAMES DEAN SWEENEY LLC
114 MATTOCK STREET
INTERLACHEN FL 32148

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW




NOT AN EXIT

Agenda Item

5

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
FIRST PUBLIC HEARING - TRIM CALENDAR: F/Y 2014-15 - Proposed Budget & Millage Rate for 2013/14 Budget Year – 9.1749 mills proposed
a. RESOLUTION setting the proposed FY 2014-15 Millage Rate (9.1749 Proposed) - Adopt
b. RESOLUTION adopting the proposed FY 2014-15 Budget - Adopt

SUMMARY:
The proposed FY 2014-15 budget that is being submitted is based upon the proposed millage rate of 9.1749, which represents a 1.14% increase in the rolled-back rate. The proposed budget is on file in the Clerk's Office for the public's inspection.

The budget is based upon all of the input and building blocks that have been discussed at the three previous budget workshops that have been held this year. The proposed budget *does not* include any increase in the water, sewer or solid waste collection rates. It *does* include a 2.5% cost of living adjustment for all employees.

Also included is a truth in millage statement that is required to be read before the adoption of the millage-levy resolution as well as the DR-420, DR-420 TIF, and DR-420 MMP forms where the millage rate was tentatively set at 9.1749 which means that the final millage cannot exceed that rate.

RECOMMENDED ACTION:
Adopt the Resolutions setting the proposed millage rate and tentative budget, which is based upon the proposed millage rate of 9.1749, as proposed. The resolutions formally adopting the millage/levy and appropriation resolutions will be presented at the 2nd budget hearing on September 25, 2014 for adoption along with the final budget.

ATTACHMENTS:

Description	Type
Truth in Millage Statement	Backup Material
Tentative Millage Rate Resolution	Resolution
Tentative Budget Resolution	Resolution
DR-420	Backup Material
DR-420 TIF Downtown	Backup Material
DR-420 TIF North Historic	Backup Material
DR-420 TIF South Historic	Backup Material
DR-420 MMP	Backup Material
Tentative Budget	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Reynolds, Matt	Approved	9/4/2014 - 3:50 PM

TRUTH IN MILLAGE STATEMENT
FISCAL YEAR 2014-2015

Prior to adoption of the Resolutions which set the property tax millage rate, Chapter 200.065 (4)(d), Florida Statutes, requires that the following statement be publicly announced.

- **The taxing authority levying this property tax is the City Commission of the City of Palatka.**
- **The rolled back rate is 9.0715 mills per $1,000 of assessed value.**
- **The percentage increase is 1.14% over the rollback millage rate.**
- **The operating millage rate to be levied is 9.1749 mills per $1,000 of assessed value.**

RESOLUTION No. 2014 - 10 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, PUTNAM COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF PALATKA, PUTNAM COUNTY FOR FISCAL YEAR 2014-2015; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Palatka of Putnam County, Florida, on July 24, 2014 adopted Fiscal Year 2014-2015 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 public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes 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 $371,662,142.

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

1. The FY2014-2015 operating millage rate for the City of Palatka is 9.1749 mills, which is greater than the rolled-back rate of 9.0715 mills by 1.14%.

2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11th day of September, 2014.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

_____

CITY ATTORNEY

RESOLUTION 2014 - 10 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA OF PUTNAM COUNTY, FLORIDA ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2014-2015, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

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, 2014; and

WHEREAS, Florida Statutes §200.065(2)(c) requires that a public hearing be held on the tentative budget, and Florida Statutes §200.65(2)(d) requires that a public hearing be held to finalize the budget and adopt a millage rate; and

WHEREAS, Florida Statutes §200.065(2)(d) requires that within 15 days after the meeting adopting the tentative budget, the taxing authority shall advertise in a newspaper of general circulation of its intent to finally adopt a millage rate and budget. The final hearing must be held within 2 to 5 days of the advertisement. Sections 129.03 and 200.065, F.S. outlines the exact requirements of said advertisements; and

WHEREAS, the City of Palatka of Putnam County, Florida on September 11, 2014, 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 2014-2015 in the amount of twenty two million one hundred seventy four thousand nine hundred forty seven and 00/100 dollars ($22,174,947).

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

1. The Fiscal Year 2014-2015 Tentative Budget is hereby adopted.

2. The five-year Capital Improvement Plan as transmitted as part of the Budget document as an outline of projected capital improvements to serve as a guideline for future planning is hereby approved and incorporated in the Budget.

3. The Fiscal Year 2014-2015 Final 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, 2014 to September 30, 2015, both dates inclusive. Said Budget was submitted to the City Commission of the City of Palatka, Florida, by the City Manager as required by and pursuant to Section 39(6) of the City Charter of the City of Palatka, Florida. The 2013-2014 Final Budget is hereby fixed and determined in the amount of twenty two million one hundred seventy four thousand nine hundred forty seven and 00/100 dollars ($22,174,947) 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 11, 2014 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.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11th day of September, 2014.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

_____

CITY ATTORNEY

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2014	County : PUTNAM
Principal Authority : CITY OF PALATKA	Taxing Authority : CITY OF PALATKA

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 319,044,320			(1)
2.	Current year taxable value of personal property for operating purposes	$ 51,624,158			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 993,664			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 371,662,142			(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.)	$ 753,715			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 370,908,427			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 367,747,953			(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 : 7/1/2014 2:34 PM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	9.1749	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 3,374,051		(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)*	$ 196,047		(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 3,178,004		(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 20,578,879		(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 350,329,548		(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	9.0715	per $1000	(16)
17.	Current year proposed operating millage rate	9.1749	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 3,409,963		(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)*	$ 3,178,004	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	9.0715 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 3,371,533	(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)*	$ 3,409,963	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	9.1749 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)*	1.14 %	(27)

First public budget hearing	Date : 9/11/2014	Time : 6:00 PM	Place : 201 North 2nd Street, Palatka, Florida 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 : Electronically Certified by Taxing Authority	Date : 7/24/2014 6:23 PM
Title : MICHAEL CZYMBOR, CITY MANAGER	Contact Name and Contact Title : MICHAEL CZYMBOR, CITY MANAGER
Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST
City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290104 Fax Number : 3863290106

Instructions on page 3

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12DER11-10
Florida Administrative Code
Eff. 05/11

Year : 2014	County : PUTNAM
Principal Authority : CITY OF PALATKA	Taxing Authority : CITY OF PALATKA
Community Redevelopment Area : Downtown	Base Year : 1983

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 29,141,870	(1)
2.	Base year taxable value in the tax increment area	$ 14,750,255	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 14,391,615	(3)
4.	Prior year Final taxable value in the tax increment area	$ 30,328,180	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 15,577,925	(5)

SIGN HERE		
	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2014 2:34 PM

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 13,672,034	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 133,302	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

SIGN HERE			
	Taxing Authority Certification	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer : Electronically Certified By Taxing Authority	Date : 7/24/2014 6:23 PM	
	Title : MICHAEL CZYMBOR, CITY MANAGER	Contact Name and Contact Title : MICHAEL CZYMBOR, CITY MANAGER	
	Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST	
	City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290104	Fax Number : 3863290106

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12DER11-10
Florida Administrative Code
Eff. 05/11

Year : 2014	County : PUTNAM
Principal Authority : CITY OF PALATKA	Taxing Authority : CITY OF PALATKA
Community Redevelopment Area : North Historic	Base Year : 1994

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 3,391,732	(1)
2.	Base year taxable value in the tax increment area	$ 1,099,110	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 2,292,622	(3)
4.	Prior year Final taxable value in the tax increment area	$ 3,384,766	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 2,285,656	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2014 2:34 PM

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 2,177,991	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 21,326	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer : Electronically Certified By Taxing Authority	Date : 7/24/2014 6:23 PM	
	Title : MICHAEL CZYMBOR, CITY MANAGER	Contact Name and Contact Title : MICHAEL CZYMBOR, CITY MANAGER	
	Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST	
	City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290104	Fax Number : 3863290106

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12DER11-10
Florida Administrative Code
Eff. 05/11

Year : 2014	County : PUTNAM
Principal Authority : CITY OF PALATKA	Taxing Authority : CITY OF PALATKA
Community Redevelopment Area : South Historic	Base Year : 1994

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 8,195,016	(1)
2.	Base year taxable value in the tax increment area	$ 3,217,275	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 4,977,741	(3)
4.	Prior year Final taxable value in the tax increment area	$ 7,972,176	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 4,754,901	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2014 2:34 PM

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 4,728,854	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 41,419	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer : Electronically Certified By Taxing Authority	Date : 7/24/2014 6:23 PM	
	Title : MICHAEL CZYMBOR, CITY MANAGER	Contact Name and Contact Title : MICHAEL CZYMBOR, CITY MANAGER	
	Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST	
	City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290104	Fax Number : 3863290106

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: **2014**	County: PUTNAM
Principal Authority: CITY OF PALATKA	Taxing Authority: CITY OF PALATKA

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No	(1)

IF YES, STOP *STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.*

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	9.0715	per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2013 Form DR-420MM, Line 13	11.8081	per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	9.1749	per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	367,747,953	(5)
6.	Prior year maximum ad valorem proceeds with majority vote *(Line 3 multiplied by Line 5 divided by 1,000)*	$	4,342,405	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	196,047	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote *(Line 6 minus Line 7)*	$	4,146,358	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	350,329,548	(9)
10.	Adjusted current year rolled-back rate *(Line 8 divided by Line 9, multiplied by 1,000)*	11.8356	per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation *(Enter Line 10 if adjusted or else enter Line 2)*	11.8356	per $1,000	(11)
12.	Adjustment for change in per capita Florida personal income *(See Line 12 Instructions)*		1.0315	(12)
13.	Majority vote maximum millage rate allowed *(Line 11 multiplied by Line 12)*	12.2084	per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed *(Multiply Line 13 by 1.10)*	13.4292	per $1,000	(14)
15.	Current year proposed millage rate	9.1749	per $1,000	(15)
16.	**Minimum vote required to levy proposed millage:** (Check one)			(16)

☑ a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. *Enter Line 13 on Line 17.*

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. *Enter Line 15 on Line 17.*

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. *Enter Line 15 on Line 17.*

☐ d. Referendum: The maximum millage rate is equal to the proposed rate. *Enter Line 15 on Line 17.*

17.	The selection on Line 16 allows a maximum millage rate of *(Enter rate indicated by choice on Line 16)*	12.2084	per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	371,662,142	(18)

Continued on page 2

Taxing Authority : CITY OF PALATKA			DR-420MM-P R. 5/12 Page 2
19.	Current year proposed taxes *(Line 15 multiplied by Line 18, divided by 1,000)*	$ 3,409,963	(19)
20.	Total taxes levied at the maximum millage rate *(Line 17 multiplied by Line 18, divided by 1,000)*	$ 4,537,400	(20)
	DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP	***STOP HERE. SIGN AND SUBMIT.***	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. *(The sum of all Lines 19 from each district's Form DR-420MM-P)*	$ 0	(21)
22.	Total current year proposed taxes *(Line 19 plus Line 21)*	$ 3,409,963	(22)
	Total Maximum Taxes		
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage *(The sum of all Lines 20 from each district's Form DR-420MM-P)*	$ 0	(23)
24.	Total taxes at maximum millage rate *(Line 20 plus Line 23)*	$ 4,537,400	(24)
	Total Maximum Versus Total Taxes Levied		
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☑ YES ☐ NO	(25)

SIGN HERE	**Taxing Authority Certification**	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer : Electronically Certified by Taxing Authority	Date : 7/24/2014 6:23 PM	
	Title : MICHAEL CZYMBOR, CITY MANAGER	Contact Name and Contact Title : MICHAEL CZYMBOR, CITY MANAGER	
	Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST	
	City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290104	Fax Number : 3863290106

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Instructions on page 3

ANNUAL BUDGET

and Program of Municipal Services

Fiscal Year 2014 – 2015

CITY OF PALATKA

The History of Palatka

The area was once the domain of the Timucuan peoples, two tribes of which existed in the Palatka region under chiefs Saturiwa and Utina. They fished bass and mullet, or hunted deer, turkeys, bear and opossum. Others farmed beans, corn, melons, squash, and tobacco. However, infectious disease that came with European contact and war devastated the tribes, and they were extinct by the mid-18th century. The last people evacuated with the Spanish to Cuba in 1763, when Spain ceded Florida to Great Britain after the Seven Years' War.

During the late eighteenth century, remnants of Creek and other tribes made their way to Florida. In a process of ethnogenesis, the Seminole tribe was formed. They called the location *Pilo-taikita*, meaning "crossing over", or "cows' crossing." Here the St. Johns River narrows and begins a shallower, winding course upstream to Lake George and Lake Monroe.

In 1767, Denys Rolle (1725-1797), an English gentleman and philanthropist, established Rollestown on the east bank of the St. Johns River at the head of deep-water navigation. His 78,000-acre plantation was a utopian commercial and humanitarian experiment, recruiting settlers off the streets of London, including paupers, vagrants, pickpockets and "penitent prostitutes." Two hundred indentured servants arrived to clear wilderness for agriculture and livestock. Unaccustomed to either hard work or a subtropical climate, however, they scattered. Rolle next imported slaves from West Africa to tend chickens, hogs, goats and sheep, or produce cotton, indigo, citrus and turpentine for export to England.

He built a mansion and laid out a village, but trouble beleaguered the "ideal society." In 1770, a disgruntled overseer sold over 1,000 of his employer's cattle and disappeared with the money. Rolle hired new overseers and bought more slaves, but the plantation failed to prosper. When Spain resumed control of Florida in 1783, Rolle abandoned the colony and chartered a ship to carry his household belongings, livestock and slaves to a 2,000-acre estate on Great Exuma in the Bahamas. The point in East Palatka is still called Rollestown.

With changes of sovereignty in Florida came numerous changes of ownership in Pilo-taikita, now contracted to *Pilatka*. In 1774, naturalist William Bartram noted an Indian village on the west bank, but it was abandoned before later European Americans came to settle. The current existence of Palatka can be traced to the settlement established there in 1821. After the United States acquired Florida in 1821, Nehemiah Brush established a ferry and bought a 1,200-acre tract in 1826 and another of equal size the next year. The site became a distribution point, where goods were shipped by a New York company to supply immigrants at the Grant of Arredondo, which lay to the west.

The arrival of land-hungry American settlers created confrontations with the resident Seminole. When the government attempted to relocate the tribe to the west of the Mississippi as part of Indian Removal starting in 1833, the Second Seminole War began. The Seminole attacked and burned Pilatka in 1835. Recognizing the site's strategic importance for control of the St. Johns River, the main artery into Central Florida, the US Army in 1838 established Fort Shannon, named for Captain Samuel Shannon. It included a garrison, supply depot and hospital. During 1842 the Seminole were driven from the area, and consequently Fort Shannon was abandoned by the army in 1843. Settlers made use of the military piers and buildings, including eight blockhouses, to develop the town. By 1847, it was growing rapidly. In 1849, Putnam County was created, with Pilatka the county seat. With the help of Judge Isaac H. Bronson, it was incorporated as a city on January 8, 1853.

During the 1850s, Florida in general and Pilatka in particular gained a reputation as a haven for invalids escaping northern winters. Steamboats carried them up the river in increasing numbers. One visitor wrote that amusements included "sailing, fishing, rowing, walking, riding in buggy and on horseback, whist, enchre, backgammon and hunting."

The tourist trend was interrupted by the Civil War, when gunboats cruised the waters and Pilatka was destitute and largely deserted. On October 7, 1862, the USS *Cimarron* fired several shells over the town after seeing some Confederate cavalry. Mary Boyd pleaded with Union Commander Maxwell Woodhull to spare Pilatka, assuring him that the horse soldiers were not residents. He complied.

Among the notable residents of Pilatka during the war was Confederate spy Lola Sánchez and her sisters. Sánchez became upset when their father was falsely accused of being a Confederate spy by the members of the Union Army and imprisoned. Officers of the Union Army then occupied their residence in Palatka, Florida. On one occasion Sánchez overheard various officers' planning a raid and alerted the Confederates forces. As a result, the Confederate forces led by Capt. John Jackson Dickison, surprised and captured the Union troops on the day of the supposed raid in what is known as "Battle of Horse Landing".

Following the war, tourists returned to find new hotels, including the Putnam House, built by Hubbard L. Hart, and the Larkin House, which had accommodations for 250 guests. Steamers ran up the Ocklawaha River to Eustis, Leesburg and Silver Springs, or the St. Johns River to Enterprise and Sanford. Industries included logging, raising cattle and hogs, and orange groves. On May 24, 1875, the post office changed the spelling to Palatka, ending confusion with Picolata.

By the 1880s, several competing railroads crossed the community, which became an important junction. These included the Florida Southern Railroad, the Jacksonville, Tampa and Key West Railroad, the St. Augustine and Palatka Railway, and the Georgia Southern and Florida Railroad. On November 7, 1884, Palatka suffered a devastating fire. Guests arrived that season to find no accommodations, and so continued on the train south; this was the beginning of a gradual shift of tourism elsewhere. The city lost trade, shipping and transportation preeminence to Jacksonville, on the coast. With its downtown rebuilt in brick to be fireproof, Palatka emerged a finer place.

In 1893, A. E. and H. S. Wilson of Saginaw, Michigan bought the Noah J. Tilghman & Son Sawmill, which processed cypress lumber. Renamed the Wilson Cypress Company, it expanded operations and became a major employer. At its peak, it was the second largest cypress mill in the world, but closed in 1944. The Great Freeze of 1894 and 1895 destroyed Palatka's citrus groves for 5 years, which were formerly a major attraction. The ill-fated Cross Florida Barge Canal was once intended to pass the city. Today, tourism remains important.

Larkin House c. 1880

Second Street c. 1880

Fiscal Year 2014-2015

Annual Budget and Program of Municipal Services

City Commissioners
Vernon Myers, Mayor
Mary Lawson Brown, Vice-Mayor
Allegra Kitchens
Phil Leary
James Norwood, Jr.

City Manager
Michael J. Czymbor

Finance Director
Matthew D. Reynolds

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VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA
FLORIDA

Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.

MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

BUDGET MESSAGE
August 1, 2014

To the Honorable Mayor/Commissioner Myers and Members of the City Commission:

The budget preparation process that began in mid-April is entering its final stage of development. The process began with a budget kickoff meeting where the proposed process, objectives, expectations, and budget calendar were discussed with each of the Department Heads and key staff members. The Department Heads then spent approximately two (2) months reviewing their current budget(s) appropriation(s) and developing their anticipated needs for the 2014/2015 fiscal year. The Finance Director and I then met with each Department Head to review their requests and justification for each line item. The City Commission, Finance Director, and City Manager then held (2) two budget development workshops to discuss critical issues facing the community (revenue diversification, fire assessment fee, utility system improvements and rate structure) in order to develop the proposed budget. The Finance Director and I, based upon the direction received from those workshops, prepared the proposed budget including the preliminary millage rate, taxable value projections, proposed expenditure reductions, new revenue sources, capital improvement requests, and finally compiled the FY 13/14 year end projections. On July 1st, the City received the certificate of taxable value from the county property appraiser, and with input from the City Commission developed the proposed tentative millage rate which was approved at the July 24th meeting. The budget has been balanced, reconciled and compiled. Therefore, with this letter, I am transmitting the proposed budget for your thorough review, consideration, and subsequent adoption.

The development of our annual budget continues to present a considerable challenge and high level of difficulty, but some of the indicators appear to be heading in a positive direction and therefore we developed a comprehensive and collective strategy to continue to stabilize and enhance the fiscal health of the City. Our approach included holding two (2) budget development workshops in which the Commissioners and staff worked together to discuss and understand all of the factors and building blocks which impact (positively and negatively) the development of our municipal budget. These building blocks include an examination of the City's current budgetary and socio-economic factors, needed diversification of our revenue stream in order to potentially reduce the City's millage rate, employee salary and benefit costs, and a thorough review of the Utility fund to understand the breadth and depth of needed utility improvements

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and a necessary supporting rate structure. The workshops also produced candid and in depth discussions on the ongoing costs of maintaining current service and program levels, costs to retain quality public employees, and exploring various new revenue opportunities and sources. These fruitful discussions and debates ultimately produced some consensus among the Commissioners in order to assist in the construction of the proposed budget.

A cornerstone in this annual budget is to fully evaluate all available revenue sources and proposed expenditures in order to calculate a proposed millage rate. The City has been a good steward of the public funds it receives by setting a millage rate which brings in approximately the same amount of annual tax revenue to continue to provide critical public services. Last year the City adopted the rollback rate of 9.1749 mills. This year we are proposing the same millage rate keenly understanding the impact of any increase on our residents and businesses. The proposed millage rate being approximately .09 mills more than the authorized rollback rate is expected to bring in a small increase in property tax revenue as a result of the nominal increase in the City's total taxable value.

The development of this proposed budget includes the evaluation of all existing revenue sources and the exploration of new potential resources. The City is in an unenviable position of being the fourth highest (4th) combined City/County/School District millage rate in the State of Florida and eleventh (11th) highest in millage rate out of the four hundred and ten (410) municipalities in the State. This budgetary cycle we thoroughly evaluated all potential revenue sources which were legally available by statute and we found that the City was implementing all available options to the maximum available levies. One tool which we have preliminary explored in the recent past was the implementation of a fire assessment fee which is authorized under FS 170.201. This Florida Statute would allow the City to equitably allocate a fee to all benefiting properties in the community that receive tangible benefits from the City's fire protection activities. This fee, if impelemented, would allow for a reduction in the taxable millage rate and would provide that everyone that receives a benefit of excellent fire protection services and reduced insurance premiums would pay a reasonable amount for the benefit they receive. In evaluating the City's taxable value it was determined that only approximately 50 percent of the assessed value in the City is taxable. A fire assessment fee would allow for all to pay their fair share and spread the burden among all benefitting parcels. The budget contains an appropriation to develop a fair, equitable and reasonable method to allocate such a fee.

A significant amount of discussion also centered around the City's Water and Sewer Fund which is being re-titled "Utility Fund", and having a keen understanding of the customer base and type system characteristics, age, rate structure, history and the critical need to maintain annual replacement program for an aging system. Our system dates back to 1886 and has over one hundred and twelve (112) miles of pipe in the system. A significant portion of the system, thirty two (32%) percent is over fifty (50) years old and sixty (60%) is over twenty (20) years old. In order to replace all the water main pipe over fifty years old it would cost nine point four million dollars and it would cost seventeen point seven million to replace the entire pipe over twenty years old. Obviously, the Utility Fund doesn't have the financial capability to replace this entire infrastructure at once, but being good stewards of the system requires setting a rate that produces an amount of revenue necessary to begin to replace these aging pipes. The proposed budget proposes a ten (10%) rate increase which will generate an additional four hundred and ten thousand dollars ($410,000) which can be used for these purposes.

The proposed 2014/2015 General Fund budget starts the year with a projected unassigned cash balance forward of one million one hundred sixty six thousand five hundred and sixteen dollars ($1,166,516.00) and is projected to end the Fiscal Year with an unassigned balance of one million one hundred seventy one thousand six hundred and forty two dollars ($1,171,642.00). This represents an approximate twelve point three percent (12.3%) of the General Fund Operating Expenses which is lower than the recommended reserve levels of two months or sixteen point seven (16.7%) percent. The projected total City-wide reserves for all funds which include impact fees and other committed and restricted funds will begin the Fiscal Year with an amount of two million five hundred sixty one thousand eight hundred forty nine dollars ($2,561,849) and are projected to be two million seven hundred fifty nine thousand three hundred thirty four dollars ($2,759,334) at the end of Fiscal Year. The primary uses of the City reserves are for specifically identified capital improvements and to maintain a "rainy day" to account for unexpected expenses or revenue shortfalls.

Understanding and recognizing the current fiscal reality of decreasing resources, has prompted this administration to make difficult decisions which has produced a significant reduction in the full-time employee headcount by thirty one (31) from one hundred seventy three (173) in Fiscal Year 2006/2007 to one hundred forty two (142) in the proposed budget. The reduction in force continues to challenge the City's labor force to do more with less and continue to provide the same level of quality services with even less resources. The budget does not contain an appropriation for wage increases for the City's workforce who received a nominal cost of living increase in the last fiscal year after going five years without any such increase. The City Commission has been provided with the figures and impacts on the various funds in the event you decide to grant such an increase when the budget is adopted.

The proposed budget contains a focused and targeted Capital Projects and Improvements plan to enhance our facilities and increase the quality of life in our community. Projects will be financed by a combination of Federal and State Grants, and existing City resources. It is worthwhile to note that these projects are dependent upon receiving anticipated grant funding and will not be initiated if the City is unsuccessful in obtaining this critical funding component. The total amount of capital outlay and improvement expenditures is projected to be approximately three point eight million dollars ($3,865,637) including six hundred seventy six thousand dollars ($676,790) for replacement vehicles and equipment. The most notable projects include:

- One million seven hundred eighteen thousand one hundred and thirty five dollars ($1,718,135) to fund improvements from the Better Place Fund;
- Nine hundred forty two thousand two hundred and twelve dollars ($942,212) for new hangar buildings and the north apron expansion project at our airport;
- Two hundred twenty eight thousand five hundred dollars ($228,500) for facility improvements at the golf course.
- Seventy five thousand dollars ($75,000) for water main replacement.

These projects will enhance the quality of life for our residents, visitors, and guests.

The City's elected and appointed officials will continue to collaborate, cooperate, be creative and be willing to consider unconventional approaches and partnerships to continue to meet our mission, goals and objectives.

Our City continues to be blessed with a committed group of Department Heads and employees who work hard every day to serve the citizens of our community, and I want to acknowledge their dedication and many contributions. In closing this message, I want to extend my deepest appreciation to our Finance Director, Mr. Matt Reynolds for tireless efforts in providing invaluable assistance in the development of this proposed document. It is my third budget process, and I hope the process improves each and every year.

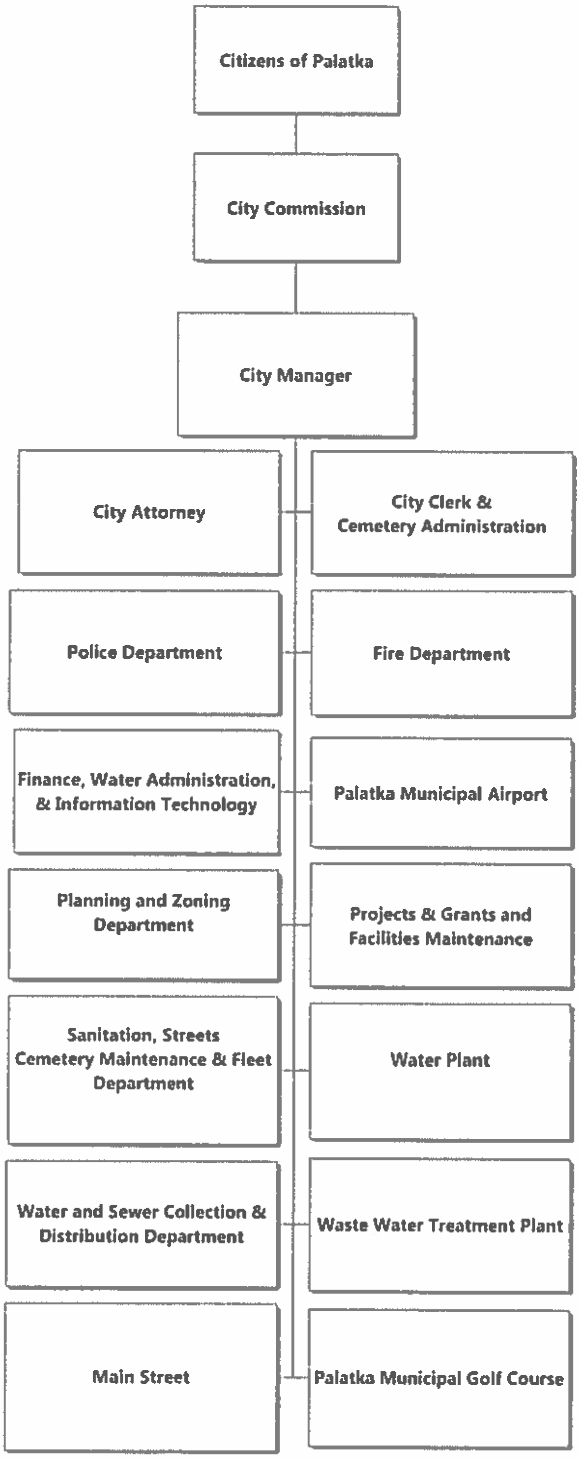
We look forward to meeting with you to present this proposed budget.

Respectfully submitted,

Michael J. Czymbor
City Manager

cc: Don Holmes, City Attorney
Betsy Driggers, City Clerk
Matt Reynolds, Finance Director

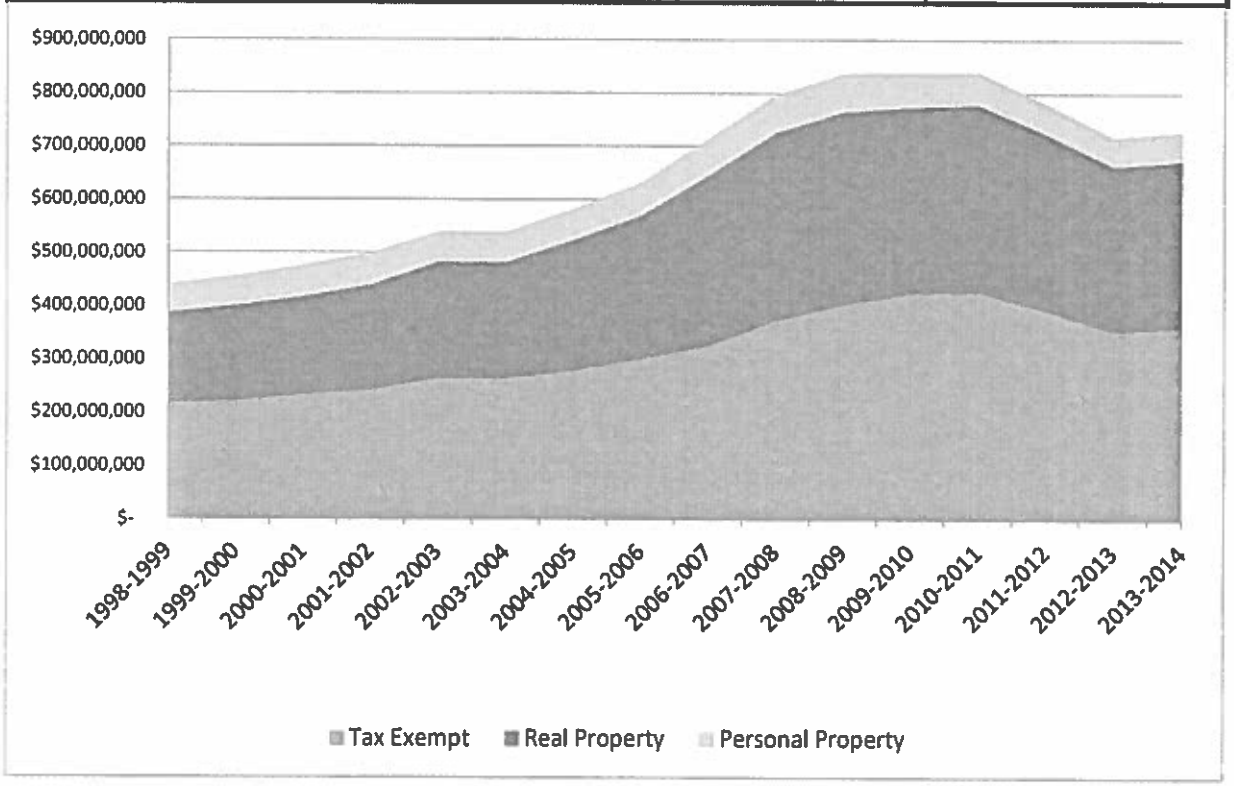
City of Palatka Organizational Chart



Summary Statistics & Other Information

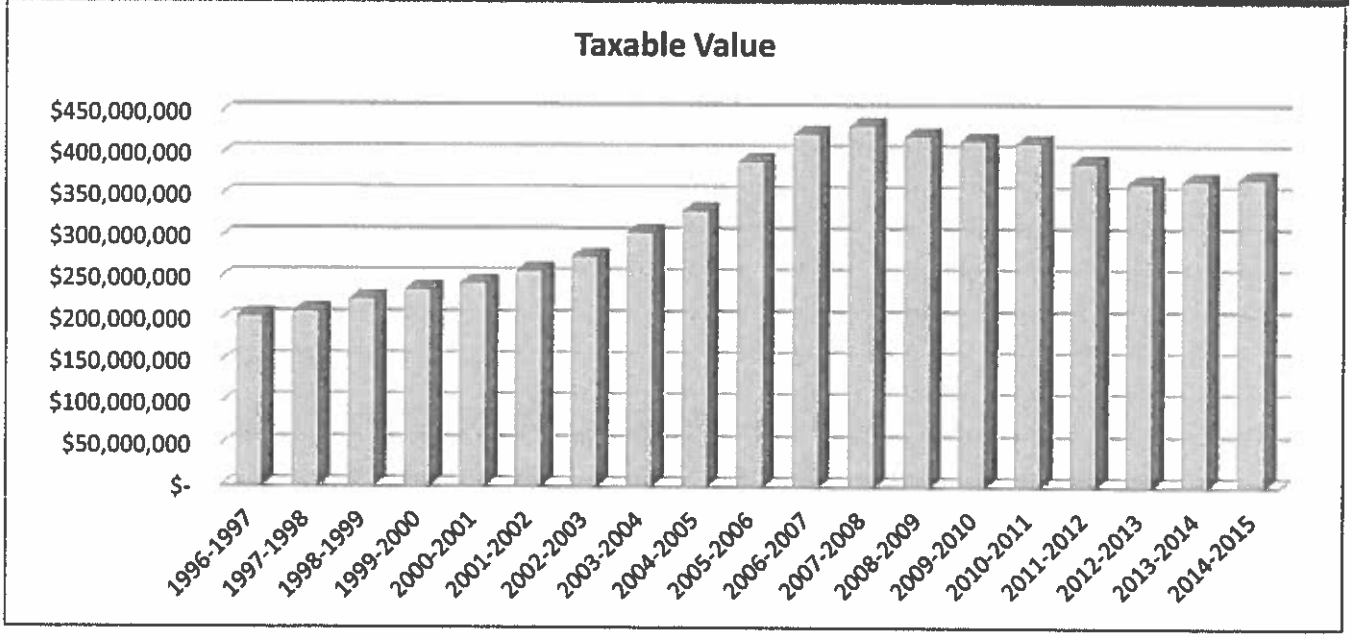
Year of Incorporation	1853
Form of Government	Commission-Manager
City Population	10,230
Area of City in Square Miles	7.5
Number of Full-Time Positions	143
Number of Part-Time Positions	11
Number of Contractual Employees	3
Government Facilities and Services	
Miles of Streets	71.8
Miles of Storm Sewers	60
Number of Traffic Signals	21
Community Development Department	
Number of Building Inspections Conducted	898
Number of Building Permits Issued	583
Number of Occupational Licenses Issued	675
Culture and Recreation	
Number of Community Centers	1
Community Center Rentals	129
Number of Parks	10
Total Parks Acreage	26.67
Number of Baseball/Softball Diamonds	5
Number of Golf Courses	1
Fire Protection	
ISO Fire Classification	2
Number of Stations	2
Number of Fire Personnel and Officers	24
Number of Fire Hydrants	578
Number of Emergency Calls for Service	2,173
Number of Fires Extinguished	125
Police Protection	
Number of Stations	1
Number of Police Personnel and Officers	45
Number of Citations	1,470
Number of Calls for Service	30,616
Sewer System	
Miles of Sanitary Sewers	80
Number of Treatment Plants	1
Average Daily Treatment in Gallons	1,540,000
Maximum Daily Treatment Capacity in Gallons	3,500,000
Water System	
Miles of Water Mains	108
Number of Water Main breaks	26
Number of Active Accounts	4,795
Number of Treatment Plants	1
Average Daily Consumption	1,684,000
Peak Daily Consumption	2,139,000
Maximum Daily Treatment Capacity in Gallons	6,000,000
Cemetery	
Number of Cemeteries	3
Number of Interments	117
Airport	
Number of Runways	2
Number of T-Hangars	54

City of Palatka Estimated Actual Value				
Fiscal Year	Tax Exempt	Real Property	Personal Property	Total Estimated Actual Value
1998-1999	$ 216,093,042	$ 170,172,776	$ 53,215,597	$ 439,481,415
1999-2000	$ 220,912,111	$ 178,778,331	$ 55,367,259	$ 455,057,701
2000-2001	$ 232,468,810	$ 183,889,211	$ 59,094,480	$ 475,452,501
2001-2002	$ 241,548,517	$ 197,230,902	$ 60,338,363	$ 499,117,782
2002-2003	$ 263,807,095	$ 218,334,521	$ 56,587,231	$ 538,728,847
2003-2004	$ 263,807,095	$ 218,334,521	$ 56,587,231	$ 538,728,847
2004-2005	$ 277,976,363	$ 245,544,610	$ 59,022,315	$ 582,543,288
2005-2006	$ 300,981,367	$ 268,616,535	$ 62,032,313	$ 631,630,215
2006-2007	$ 324,868,250	$ 320,669,058	$ 69,748,674	$ 715,285,982
2007-2008	$ 373,365,912	$ 353,141,525	$ 70,909,071	$ 797,416,508
2008-2009	$ 403,089,469	$ 362,073,552	$ 71,887,265	$ 837,050,286
2009-2010	$ 424,474,968	$ 349,743,213	$ 65,330,966	$ 839,549,147
2010-2011	$ 427,401,929	$ 350,826,549	$ 61,172,680	$ 839,401,158
2011-2012	$ 392,358,229	$ 331,832,689	$ 57,098,415	$ 781,289,333
2012-2013	$ 353,857,097	$ 309,467,179	$ 54,838,730	$ 718,163,006
2013-2014	$ 360,625,430	$ 312,960,196	$ 54,787,757	$ 728,373,383



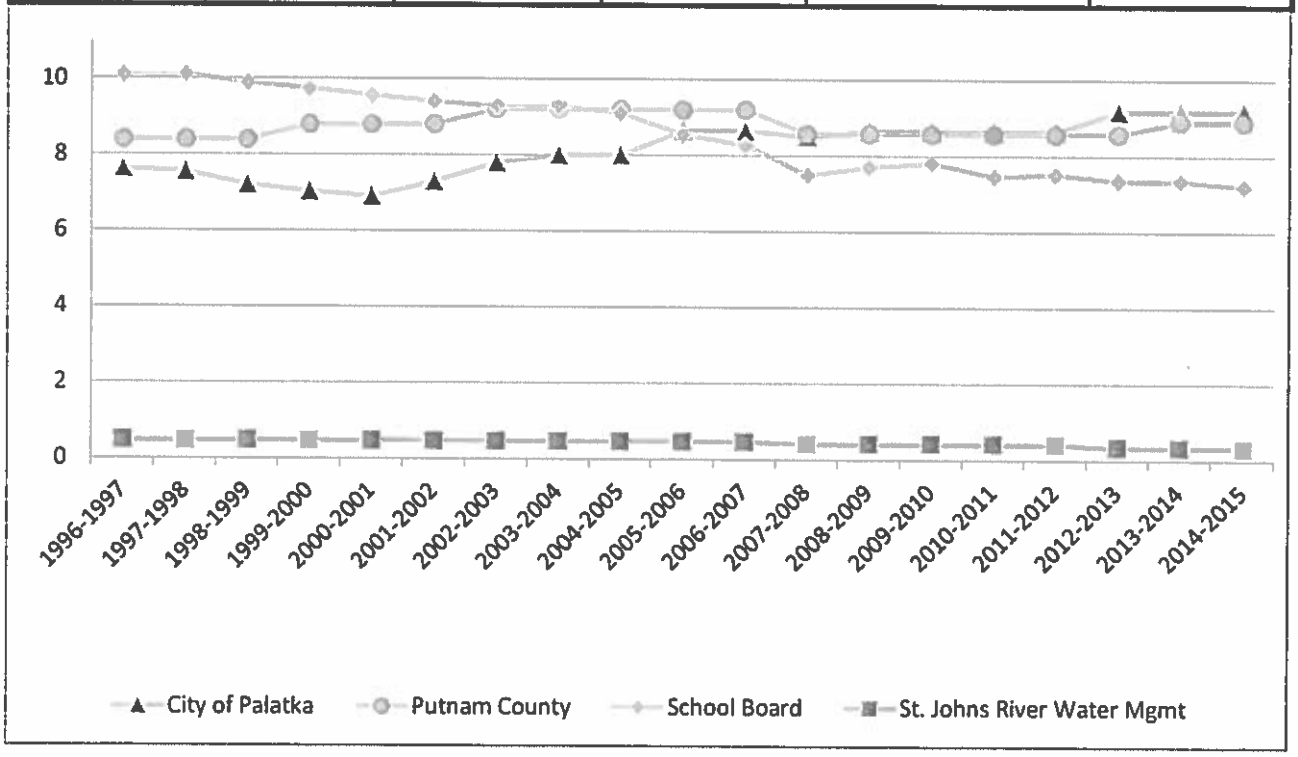
City of Palatka
Property Tax Information

Fiscal Year	Taxable Value	Millage Rate	Calculated Receipts	% Change Dollars	% Change Tax Rate
1996-1997	$ 203,564,231	7.6310	$ 1,553,399	2.05%	-1.97%
1997-1998	$ 208,976,323	7.5550	$ 1,578,816	1.64%	-1.00%
1998-1999	$ 223,388,373	7.2130	$ 1,611,300	2.06%	-4.53%
1999-2000	$ 235,053,580	7.0420	$ 1,655,247	2.73%	-2.37%
2000-2001	$ 242,983,691	6.9070	$ 1,678,288	1.39%	-1.92%
2001-2002	$ 257,569,265	7.3000	$ 1,880,256	12.03%	5.69%
2002-2003	$ 274,921,752	7.8000	$ 2,144,390	14.05%	6.85%
2003-2004	$ 304,566,925	8.0000	$ 2,436,535	13.62%	2.56%
2004-2005	$ 330,648,848	8.0000	$ 2,645,191	8.56%	0.00%
2005-2006	$ 390,417,732	8.6500	$ 3,377,113	27.67%	8.13%
2006-2007	$ 424,050,596	8.6500	$ 3,668,038	8.61%	0.00%
2007-2008	$ 433,960,817	8.5000	$ 3,688,667	0.56%	-1.73%
2008-2009	$ 421,346,887	8.6500	$ 3,644,651	-1.19%	1.76%
2009-2010	$ 416,061,561	8.6500	$ 3,598,933	-1.25%	0.00%
2010-2011	$ 412,847,084	8.6500	$ 3,571,127	-0.77%	0.00%
2011-2012	$ 388,931,104	8.6500	$ 3,364,254	-5.79%	0.00%
2012-2013	$ 364,305,909	9.1749	$ 3,342,470	-0.65%	6.07%
2013-2014	$ 367,747,953	9.1749	$ 3,374,051	0.94%	0.00%
2014-2015	$ 370,908,427	9.1749	$ 3,403,048	0.86%	0.00%



City of Palatka
Property Tax Rate History

Fiscal Year	City of Palatka	Putnam County	School Board	St. Johns River Water Mgmt	Total
1996-1997	7.6310	8.4000	10.0940	0.4820	26.6070
1997-1998	7.5550	8.4000	10.0980	0.4820	26.5350
1998-1999	7.2130	8.4000	9.8910	0.4820	25.9860
1999-2000	7.0420	8.8000	9.7380	0.4820	26.0620
2000-2001	6.9070	8.8000	9.5540	0.4720	25.7330
2001-2002	7.3000	8.8000	9.4040	0.4620	25.9660
2002-2003	7.8000	9.2000	9.2660	0.4620	26.7280
2003-2004	8.0000	9.2000	9.2660	0.4620	26.9280
2004-2005	8.0000	9.2000	9.1100	0.4620	26.7720
2005-2006	8.6500	9.2000	8.5340	0.4620	26.8460
2006-2007	8.6500	9.2000	8.2740	0.4620	26.5860
2007-2008	8.5000	8.5765	7.4940	0.4158	24.9863
2008-2009	8.6500	8.5765	7.7050	0.4158	25.3473
2009-2010	8.6500	8.5765	7.8130	0.4158	25.4553
2010-2011	8.6500	8.5765	7.4570	0.4158	25.0993
2011-2012	8.6500	8.5765	7.5200	0.4158	25.1623
2012-2013	9.1749	8.5765	7.3560	0.3313	25.4387
2013-2014	9.1749	8.9000	7.3560	0.3283	25.7592
2014-2015	9.1749	8.9000	7.2040	0.3164	25.5953



General Fund

FUND TITLE/FUND # General Fund: 001								
REVENUE OBJECT #/TITLE	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
311 AD VALOREM TAXES								
311-0-0100 CURRENT AD VALOREM TAXES	3,035,967	3,048,666	3,178,351	3,016,120	2,635,943	3,045,995	3,100,646	2.80%
311-0-0200 DELINQUENT AD VALOREM TAXES	13,365	4,895	11,346	7,061	7,938	11,411	11,500	62.87%
Total	3,049,333	3,053,561	3,189,697	3,023,181	2,643,881	3,057,406	3,112,146	2.94%
312 LOCAL OPTION, USE & FUEL TAXES								
312-4-1000 LOCAL OPTION FUEL TAX	272,517	257,678	275,086	257,586	135,140	262,459	264,975	2.87%
312-4-2000 2010 LOCAL GAS TAX	181,907	172,780	183,393	171,776	92,057	184,705	176,430	2.71%
312-5-1000 FIRE 175 PREM MONIES	60,507	78,504	60,507	60,507	-	80,280	78,504	29.74%
312-5-2000 POLICE 185 PREM MONIES	62,952	59,256	62,213	62,213	-	66,189	59,256	-4.75%
Total	577,884	568,217	581,199	552,082	227,198	593,633	579,165	4.91%
314 UTILITY SERVICES TAXES								
314-1-0000 UTILITY TAX ELECTRIC	639,950	651,854	626,199	730,452	361,775	764,531	784,356	7.38%
314-3-0000 UTILITY TAX WATER	158,536	165,092	124,892	177,984	85,868	171,440	171,440	-3.68%
314-4-0000 UTILITY TAX GAS	98,070	104,741	89,058	118,000	43,953	79,289	89,428	-24.21%
314-7-0000 UTILITY TAX FUEL OIL	58	91	125	157	91	172	172	9.55%
314-8-0000 UTILITY TAX PROPANE	1,703	1,133	1,450	1,251	574	1,149	1,261	0.80%
Total	898,317	922,911	841,724	1,027,844	492,261	1,016,581	1,046,657	1.83%
315 COMMUNICATION SERVICE TAXES								
315-0-1000 TELE COMMUNICATION SERVICE TAX	137,015	130,984	108,716	102,000	58,701	118,138	116,400	14.12%
Total	137,015	130,984	108,716	102,000	58,701	118,138	116,400	14.12%
316/322 LICENSES/PERMITS								
316-0-1000 OCCUPATIONAL BUSINESS TAX	76,858	90,569	88,000	90,000	24,386	90,000	90,000	0.00%
322-0-2000 BUILDING PERMITS	73,820	60,395	75,000	98,000	46,350	257,087	111,585	13.86%
322-0-2100 BUILDING & ZONING REVENUES	22,877	24,649	22,422	41,000	18,457	95,133	51,629	25.93%
Total	173,554	175,612	185,422	229,000	89,193	442,221	253,215	10.57%
323 FRANCHISE FEES								
323-1-0000 FRANCHISE FEES ELECTRIC	662,190	904,958	811,541	778,262	418,117	808,133	778,999	0.09%
Total	662,190	904,958	811,541	778,262	418,117	808,133	778,999	0.09%
331/333/334 STATE/FEDERAL GRANTS & PILOTS								
331-2-1500 JAG RECOVERY LOCAL 09SBB90645	15,116	-	-	-	-	-	-	0.00%
331-2-2500 BULLET PROOF VEST GRT-POLICE	675	-	2,500	4,000	417	4,000	4,388	9.70%
331-2-3500 2008 UMWX0032 COPS UNI HIRING	-	-	-	-	-	-	-	0.00%
331-2-3600 2009 RKWX0247 COPS RECOVERY	33,073	-	-	-	-	-	-	0.00%
331-2-3601 COPS Grant 2014-2015	-	-	-	-	-	-	-	0.00%
331-2-4700 WEED & SEED GRANT-POLICE	-	-	-	-	-	-	-	0.00%
331-2-5400 EMW-2010-FO-02817 FIRE GRANT	-	-	-	-	-	-	-	0.00%
331-2-5401 EMW-2012-FO-03185 FIRE GRANT-B	-	37,655	37,655	-	-	-	-	0.00%
331-2-5500 SAFER GRANT	53,640	20,126	19,530	-	-	-	-	0.00%
331-2-5600 JAG 2009 2009DJBX097B	-	-	-	-	-	-	-	0.00%
331-2-5900 VOCA GRANT V09045	43,407	37,648	37,715	37,715	15,523	37,715	37,531	-0.49%
331-2-6000 JAG 2010 2010DJBX1516	-	-	-	-	-	-	-	0.00%
331-2-6100 2011-JAGC-PUTN-3-B2-169	-	-	-	-	-	-	-	0.00%
331-7-1000 HISTORICAL GRANT	615	-	-	-	-	-	-	0.00%
331-2-6200 JAG 2011 2011DJBX2106	14,118	-	-	-	-	-	-	0.00%
331-2-6300 2012-JAGC-PUTN-1-C4-027	21,337	-	-	-	-	-	-	0.00%
331-2-6301 JAG LOCAL 2013-DJ-BX-0269	-	10,955	11,184	-	-	-	-	0.00%
331-2-6302 JAG COUNTY WIDE 2013-JAGC-PUTN	-	14,620	16,031	-	-	-	-	0.00%
331-2-6303 JAG LOCAL 2014	-	-	-	10,986	7,800	10,986	10,986	0.00%
331-2-6304 JAG COUNTY WIDE 2014	-	-	-	15,341	-	15,341	16,000	4.30%
331-2-5503 USDA POLICE VEHICLES	-	-	-	79,678	40,239	40,239	40,900	-48.67%
331-2-5504 USDA FIRE DEPT VEHICLES	-	-	-	76,000	-	-	69,500	-8.55%
333-0-1000 PAYMENTS IN LIEU OF TAX (PHA)	12,014	14,330	15,000	15,000	6,219	18,347	18,300	22.00%
334-1-4000 SJRWMD #26799 SOFTWARE COST SH	13,271	-	-	-	-	-	-	0.00%
334-2-0300 FIRE GRANT-USAR TRAINING	-	7,408	-	-	1,777	1,777	-	0.00%
334-5-5001 DEO PLANNING GRANT	-	-	-	25,000	3,000	25,000	-	-100.00%
Total	207,267	142,742	139,615	263,720	74,975	153,404	197,605	-25.07%
335 STATE SHARED REVENUES								
335-1-2000 STATE REVENUE SHARING	398,126	399,985	398,753	400,473	198,933	397,866	401,925	0.36%
335-1-4000 MOBILE HOME LICENSE TAX	6,113	6,374	6,031	6,859	4,185	7,772	7,772	13.31%
335-1-5000 ALCOHOLIC BEVERAGE TAX	8,231	13,287	8,945	10,440	8,763	12,763	13,330	27.68%
335-1-6000 SALES TAX REVENUE (95%)	356,156	371,690	393,084	383,527	181,998	365,751	373,512	-2.61%

General Fund

FUND TITLE/FUND # General Fund: 001								
REVENUE OBJECT #/TITLE	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
335-2-1000 FIREFIGHTERS SUP COMP	4,740	5,040	5,040	5,040	2,520	5,040	5,040	0.00%
335-4-9000 GAS TAX REBATE	14,427	14,070	14,535	14,070	6,062	12,662	12,123	-13.84%
Total	787,793	810,446	826,388	820,409	402,460	801,853	813,702	-0.82%
337 GRANTS/LOCAL UNITS								
337-2-0100 HIDTA	8,068	8,201	6,547	6,547	-	1,000	6,547	0.00%
Total	8,068	8,201	6,547	6,547	-	1,000	6,547	0.00%
338 SHARED REVENUE FROM OTHER LOCAL UNITS								
338-0-2000 SHARE OF COUNTY OCCUP	7,331	7,003	3,500	2,600	1,226	7,000	7,000	169.23%
338-0-9000 SHARED REV OTHER LOC UNITS	-	5,000	25,000	5,000	-	5,000	5,000	0.00%
Total	7,331	12,003	28,500	7,600	1,226	12,000	12,000	57.89%
340's CHARGES FOR SERVICES								
341-0-3001 CODE ENFORCEMENT-ADMIN FEES	-	-	-	2,797	-	2,000	3,000	7.26%
342-1-1000 POLICE SERVICES	45,132	3	-	-	-	-	-	0.00%
342-1-1100 GUN SAFETY CLASSES	-	2,275	-	4,200	1,540	3,540	4,200	0.00%
342-1-2000 FIRE ALARM REG & FEES (POLICE)	3,351	-	-	-	-	-	-	0.00%
342-1-3000 TAXI REGISTRATION	-	-	-	-	-	-	-	0.00%
342-2-1000 FIRE SERVICES	18,495	27,158	25,710	25,000	10,437	25,000	25,000	0.00%
342-5-1000 FIRE INSPECTION FEES	15,280	9,480	14,835	15,000	3,810	15,000	15,000	0.00%
343-8-1000 CEMETERY SERVICES	38,910	47,095	96,225	80,000	22,012	52,732	52,500	-34.38%
343-8-2000 VAULT SALES-CEMETERY	27,300	32,559	36,450	36,000	10,350	26,325	26,000	-27.78%
346-4-1000 ANIMAL CONTROL FEES	2,365	1,003	1,500	2,300	754	854	1,300	-43.48%
347-2-1000 PARK-REC RENTALS FEES	3,750	7,627	3,500	5,000	4,179	10,000	10,000	100.00%
347-2-1001 SPECIAL EVENT FEES	-	-	-	-	-	-		0.00%
347-3-1000 BRONSON HOUSE	300	150	-	1,200	140	500	1,200	0.00%
347-3-1001 ST JOHNS RIVER CENTER-ADMITTANCE FEES	-	-	-	-	-	-	7,500	0.00%
347-3-1002 ST JOHNS RIVER CENTER-GIFT SHOP SALES	-	-	-	-	-	-	6,000	0.00%
347-5-1000 COMMUNITY CENTER	7,565	13,019	9,600	15,000	5,040	12,500	13,000	-13.33%
341-0-9001 CODE ENFORCEMENT-MISC FEES	-	1,181	-	575	1,125	2,700	2,700	369.57%
342-1-1001 POLICE DEPT-FINGERPRINTS	-	455	280	488	185	235	360	-26.23%
342-1-1002 POLICE DEPT-ADMIN TOW FEES	-	4,600	1,500	8,160	3,675	7,350	7,071	-13.35%
342-1-1003 POLICE DEPT-INVESTIGATIVE COST	-	464	2,000	1,200	472	944	1,200	0.00%
342-1-1004 POLICE DEPT-RECORDS REQUESTS	-	2,599	3,200	1,500	1,917	4,900	3,500	133.33%
342-1-1005 POLICE DEPT-ADMIN FEES	-	14,343	8,000	18,279	10,882	18,279	18,279	0.00%
342-1-1006 POLICE DEPT-OFFENDER PAYMENTS	-	180	200	1,500	123	245	125	-91.67%
342-1-1007 POLICE DEPT-OT REIMBURSEMENTS	-	30,049	18,000	30,000	19,627	30,000	30,000	0.00%
342-1-1008 POLICE DEPT-REPORTS	-	646	2,550	-	-	-	-	0.00%
342-1-1009 POLICE DEPT-MISCELLANEOUS	-	2,795	1,300	2,780	2,211	3,800	3,800	36.69%
342-1-1010 POLICE DEPT-INVOLUNTARY TOWS	-	-	-	820	645	645	630	-23.17%
Total	162,448	197,680	224,850	251,799	99,123	217,549	232,365	-7.72%
350's FINES/FORFEITS								
351-1-1000 COURT FINES	31,474	61,481	40,000	45,000	38,790	79,523	78,100	73.56%
351-3-1000 POLICE EDUCATION	2,326	3,218	2,000	2,500	971	1,942	2,000	-20.00%
354-0-1000 CODE ENFORCEMENT-LIEN FINES	11,480	8,129	13,926	3,211	1,087	2,174	2,100	-34.60%
359-0-0500 EVIDENCE FUND	25,279	-	-	1,500	-	-	1,500	0.00%
359-0-1100 FALSE ALARM FINES	14,332	34,120	18,000	32,073	13,356	26,315	26,000	-18.93%
359-0-2000 SPECIAL POLICE TRUST REV	21,713	29,782	15,000	15,000	482	1,000	10,000	-33.33%
359-0-4000 PARKING TICKETS	20	-	-	-	-	-	-	0.00%
354-0-1100 RED LIGHT CAMERA	-	290,595	290,595	1,253,952	399,926	799,536	774,973	-38.20%
354-0-1101 RED LIGHT HEARING	-	-	-	-	2,313	4,000	4,000	0.00%
Total	106,623	427,324	379,521	1,353,236	456,926	914,490	898,673	-33.59%
360's MISCELLANEOUS REVENUES								
361-1-1000 INTEREST EARNINGS	171	216	163	250	788	2,588	3,150	1160.00%
361-1-1500 INTEREST-MISCELLANEOUS	3	-	-	-	-	-	-	0.00%
362-0-1000 MISC RENTS	-	4	-	-	1	1	-	0.00%
362-0-3000 AMTRAK RENT	2,040	2,040	2,040	2,040	1,020	2,040	2,040	0.00%
362-0-4000 CONCESSION STAND RENT	700	1,700	1,200	-	-	-	-	0.00%
364-0-1000 CEMETERY LOTS	22,275	28,888	42,000	40,500	26,975	52,850	52,850	30.49%
364-0-1010 CEMETERY LOTS RESTRICTED	22,275	14,788	41,250	13,500	5,875	10,570	10,570	-21.70%
364-0-4900 SURPLUS EQUIPMENT-GENERAL	4,685	10,704	3,540	5,000	640	3,140	2,000	-60.00%
364-0-4901 SURPLUS LAND-GENERAL	-	-	-	-	2,322	3,972	-	0.00%
366-0-1500 WEED & SEED CONTRIB	-	-	-	-	-	-	-	0.00%

General Fund

FUND TITLE/FUND # General Fund: 001								
REVENUE OBJECT #/TITLE	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
366-0-2100 VOLUNTEER PROGRAM	876	-	-	-	-	-	-	0.00%
366-0-2200 POLICE ATHLETIC LEAGUE	-	-	-	-	-	-	-	0.00%
366-0-2500 VOCA	-	-	-	-	-	-	-	0.00%
366-0-2501 NRA Grant	-	-	-	-	-	-	30,000	0.00%
366-0-3000 CONTRIB FRM PUT HIST SOC	-	-	-	-	-	-	-	0.00%
366-0-3500 CONTRIBUTION-BRONSON HOUSE	-	-	-	-	100	100	-	0.00%
366-0-3501 CONTRIBUTION-ST JOHNS RIVER CENTER	-	-	-	-	-	-	300	0.00%
366-0-3502 CONTRIBUTION-WATER WORKS	-	-	-	-	-	-	300	0.00%
366-0-5000 CONTRIBUTIONS FOR CANINE	-	-	-	22,225	22,225	22,225	-	-100.00%
366-0-6000 CONTRIBUTIONS FIRE TRK RESTOR	-	-	-	-	-	-	-	0.00%
366-0-7500 RIVERFRONT HANDICAP PLAYGROUND	-	-	-	-	-	-	-	0.00%
366-0-8000 FIREWORKS CONTRIBUTION	6,775	7,985	7,500	8,500	-	8,500	8,500	0.00%
366-0-8001 MAYOR'S RECEPTION CONTRIBUTION	-	3,500	-	4,000	-	4,000	4,500	12.50%
366-0-8500 FIRE PUBLIC EDUCATION	17,324	21,079	17,000	17,000	17,881	19,000	17,000	0.00%
366-0-9000 REID ST ISLAND CONTRIB	75	-	-	-	-	-		0.00%
369-3-1000 REFUNDS/REIMBURSEMENTS	32,935	26,253	29,651	23,000	25,041	40,133	25,000	8.70%
369-3-3000 REFUND FED EX TAX-FUEL	3,276	-	-	-	-	-	-	0.00%
369-9-0500 MISC REVENUE	2,044	1,871	644	2,000	906	656	900	-55.00%
369-9-1000 FDOT RIGHT OF WAY MAINTENANCE	51,654	51,654	51,654	51,654	25,827	51,654	51,654	0.00%
369-9-2000 INSURANCE CLAIMS-GENERAL	19,742	2,947	2,991	-	10,175	10,175	-	0.00%
369-9-3000 FDOT HWY LIGHTING MAINTENANCE	37,768	34,833	35,455	42,163	-	42,163	43,428	3.00%
369-9-3001 FDOT TRAFFIC SIGNAL MAINTENANCE	-	14,954	-	19,697	-	19,697	20,583	4.50%
366-0-2600 WOMENS SELF-DEFENSE CLASS DONA	386	170	-	-	-	-	-	0.00%
366-0-6100 CONTRIBUTIONS FROM GP FOR FD	10,000	-	-	-	-	-	-	0.00%
369-9-1001 E-Payables Revenue Share	-	1,683	-	3,000	1,072	2,283	2,283	-23.90%
369-9-1002 Mortgage-P/I	-	-	-	-	921	2,303	2,763	0.00%
Total	235,004	225,268	235,088	254,529	141,768	298,049	277,821	9.15%
381 TRANSFERS IN								
381-0-1000 TRANSFER FROM TAX INCREMENT	-	15,000	15,000	15,000	-	-	-	-100.00%
381-0-1200 TRANSFER FROM PENSION FUNDS	11,240	-	-	-	-	-	-	0.00%
381-0-1300 TRANSFER FROM GAS AUTHORITY	-	515,099	515,099	300,000	150,000	300,000	300,000	0.00%
Total	11,240	530,099	530,099	315,000	150,000	300,000	300,000	-4.76%
382 REIMBURSEMENTS								
382-0-1000 CONTRIB FROM UTILITIES	260,000	260,000	260,000	260,000	130,000	260,000	260,000	0.00%
382-0-3000 CONTRIB FROM SANITATION	95,000	95,000	95,000	95,000	47,500	95,000	95,000	0.00%
382-0-5001 ADMIN EXP REIMB-AIRPORT GRANTS	25,000	-	-	-	-	-	-	0.00%
382-0-6000 CONTRIB FROM TAX INCREMENT	-	15,098	15,098	-	-	-	-	0.00%
382-0-7000 CONTRIB FROM PENSION FUNDS	-	11,326	9,689	11,326	-	11,326	11,326	0.00%
382-0-8000 REIMBURSEMENT FROM GAS AUTHORITY	-	-	-	14,754	9,064	9,064	-	-100.00%
Total	380,000	381,424	379,787	381,080	186,564	375,390	366,326	-3.87%
383 CAPITAL LEASE PROCEEDS								
383-0-1000 CAPITAL LEASE PROCEEDS-POLICE CARS	-	300,000	-	-	-	520,700	313,213	0.00%
383-0-1001 CAPITAL LEASE PROCEEDS-FIRE TRUCKS	-	-	-	-	-	-	69,500	0.00%
Total	-	300,000	-	-	-	520,700	382,713	0.00%
384 DEBT PROCEEDS								
384-0-1001 LOAN PROCEEDS-PD VEHICLES	-	-	74,352	525,568	-	-	-	-100.00%
Total	-	-	74,352	525,568	-	-	-	-100.00%
TOTAL OPERATING & OTHER REVENUES	7,404,067	8,791,430	8,543,046	9,891,857	5,442,393	9,630,547	9,374,334	-5.23%
CASH BALANCE FORWARD								
301-0-1000 OPERATING CASH BALANCE FORWARD	-	-	385,125	674,971	674,971	674,971	1,010,464	49.70%
301-0-1001 EVIDENCE FUND BALANCE FORWARD	-	-	16,745	1,483	1,483	1,483	-	-100.00%
301-0-1002 LOT DEMOLITION/CLEANUP BALANCE	-	-	10,489	18,460	18,460	18,460	20,634	11.78%
301-0-1003 IMPACT FEES-POLICE BALANCE FOR	-	-	9,644	2,994	2,994	2,994	-	-100.00%
301-0-1004 IMPACT FEES-FIRE BALANCE FORWA	-	-	5,841	5,841	5,841	5,841	5,841	0.00%
301-0-1005 IMPACT FEES-SCHOOL BOARD BALAN	-	-	-	-	-	-	-	0.00%
301-0-1006 INSURANCE CONTINGENCY BALANCE	-	-	-	-	-	-	-	0.00%
301-0-1007 BETTER PLACE BALANCE FORWARD	-	-	-	-	630,953	630,953	-	0.00%
301-0-1008 RIVERFRONT PLAYGROUND BALANCE	-	-	5,000	5,000	5,000	5,000	5,000	0.00%
301-0-1009 SPECIAL CEMETERY BALANCE FORWA	-	-	80,903	91,865	91,865	91,865	102,435	11.51%
301-0-1010 SPECIAL POLICE BALANCE FORWARD	-	-	55,221	69,908	69,908	69,908	51,285	-26.64%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
REVENUE OBJECT #/TITLE	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
301-0-1011 CANINE PURCHASE BALANCE FOWARD	-	-	3,053	3,053	3,053	3,053	278	-90.89%
301-0-1012 HAND GUN CLASSES BALANCE FORWA	-	-	72	2,382	2,382	2,382	5,922	148.61%
301-0-1013 FIRE PUBLIC EDUCATION BALANCE	-	-	10,939	10,254	10,254	10,254	12,254	19.50%
301-0-1014 POLICE ATHLETIC LEAGUE BALANCE	-	-	-	-	-	-	-	0.00%
301-0-1015 CRIME PREVENTION BALANCE FORW	-	-	1,259	1,259	1,259	1,259	1,259	0.00%
301-0-1016 WEED & SEED BALANCE FORWARD	-	-	-	-	-	-	-	0.00%
301-0-1017 BLOOD SCREENING BALANCE FORWAR	-	-	1,260	1,260	1,260	1,260	1,260	0.00%
301-0-1018 WOMENS SELF-DEFENSE CLASS BALA	-	-	386	556	556	556	556	0.00%
301-0-1019 RED LIGHT CAMERA BALANCE FORWARD	-	-	-	108,597	108,597	108,597	153,281	41.15%
Total	-	-	585,937	997,883	1,628,836	1,628,836	1,370,469	37.34%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	7,404,067	8,791,430	9,128,983	10,889,740	7,071,229	11,259,383	10,744,803	-1.33%

General Fund

FUND TITLE/FUND # General Fund: 001								
DEPARTMENT NAME/# City Commission: 001-01-511	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1110 COMMISSIONERS SALARIES	81,788	81,788	81,788	84,242	42,121	84,242	86,349	2.50%
2100 FICA TAX EXPENSE	-	-	-	6,444	3,220	6,439	6,606	2.51%
2200 RETIREMENT EXPENSE	-	-	-	18,419	9,210	18,419	16,494	-10.45%
2300 HEALTH AND LIFE INSURANCE	-	-	-	11	-	-	11	0.00%
2400 WORKERS COMP	-	-	-	1,263	946	1,261	1,284	1.66%
Total	81,788	81,788	81,788	110,379	55,496	110,361	110,744	0.33%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	-	-	-	-	1,444	3,000	3,229	0.00%
3400 CONTRACTUAL SERVICES	-	-	-	-	-	-	-	0.00%
4020 SCHOOLING, CONFERENCE, ETC	-	-	-	-	-	-	-	0.00%
4022 SCHOOLING/CONF-MAYOR	304	284	1,000	1,000	-	1,000	1,200	20.00%
4023 SCHOOLING/CONF-VMAYOR BROWN	2,780	630	1,500	2,000	1,343	3,287	2,200	10.00%
4024 SCHOOLING/CONF-COMM KITCHENS	15	-	-	1,000	-	-	1,200	20.00%
4025 SCHOOLING/CONF-COMM NORWOOD	882	2,236	1,000	1,000	675	1,675	1,500	50.00%
4026 SCHOOLING/CONF-COMM LEARY	699	891	1,000	1,000	-	1,000	1,200	20.00%
4100 COMMUNICATIONS SERVICES	-	-	-	-	-	-	-	0.00%
4200 POSTAGE AND FREIGHT	-	-	-	-	-	-	-	0.00%
4400 RENTALS AND LEASES	-	-	-	-	-	-	-	0.00%
4500 LIABILITY INSURANCE	-	-	-	2,056	1,655	2,410	2,219	7.93%
4610 BUILDING MAINTENANCE	-	-	-	-	-	-	-	0.00%
4620 EQUIPMENT MAINTENANCE	-	-	-	-	-	1,700	1,700	0.00%
4700 PRINTING AND BINDING	-	-	-	1,000	-	1,000	1,000	0.00%
5100 OFFICE SUPPLIES	-	-	-	300	57	257	350	16.67%
5230 JANITORIAL SUPPLIES	-	-	-	-	-	-	-	0.00%
5280 OPERATING SUPPLIES	-	-	-	500	272	1,000	1,000	100.00%
5281 MAYOR'S RECEPTION	-	-	-	-	-	-	6,500	0.00%
5400 MEMBR,SUBSCRIPT,DUES	-	-	-	1,400	1,223	1,473	1,500	7.14%
Total	4,680	4,041	4,500	11,256	6,670	17,802	24,798	120.31%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	-	-	-	-	-	-	-	0.00%
Total	-	-	-	-	-	-	-	0.00%
DEPARTMENT TOTAL	86,468	85,829	86,288	121,635	62,166	128,164	135,542	11.43%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# City Manager's Office: 001-20-512	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1100 EXECUTIVE SALARIES	-	-	-	113,478	56,714	113,466	116,315	2.50%
1200 REGULAR SALARIES	-	-	-	30,900	15,440	30,890	31,672	2.50%
1210 ACCURED SALARIES	-	-	-	-	-	-	-	0.00%
2100 FICA TAX EXPENSE	-	-	-	11,045	5,502	10,865	11,321	2.50%
2200 RETIREMENT EXPENSE	-	-	-	21,929	10,959	21,925	21,401	-2.41%
2300 HEALTH AND LIFE INSURANCE	-	-	-	23,682	11,827	23,976	26,459	11.73%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	-	-	4,167	2,560	2,560	-	-100.00%
2400 WORKERS COMP	-	-	-	204	153	203	197	-3.43%
Total	-	-	-	205,405	103,153	203,884	207,365	0.95%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	-	-	-	500	888	888	610	22.00%
3120 PHYSICALS	-	-	-	-	-	-	-	0.00%
3400 CONTRACTUAL SERVICES	-	-	-	-	-	-	-	0.00%
4020 SCHOOLING, CONFERENCE, ETC	-	-	-	300	1,717	1,717	879	193.00%
4021 SCHOOLING/CONF-CITY MANAGER	1,552	825	1,500	1,750	331	1,750	1,750	0.00%
4100 COMMUNICATIONS SERVICES	-	169	-	1,100	404	1,016	1,000	-9.09%
4200 POSTAGE AND FREIGHT	-	-	-	300	63	119	200	-33.33%
4310 NATURAL GAS	-	-	-	-	-	-		0.00%
4320 ELECTRICITY	-	-	-	1,800	884	1,613	1,700	-5.56%
4400 RENTALS AND LEASES	-	86	-	330	746	911	330	0.00%
4500 LIABILITY INSURANCE	-	-	-	3,365	2,586	3,383	3,518	4.55%
4610 BUILDING MAINTENANCE	-	-	-	1,000	416	416	750	-25.00%
4620 EQUIPMENT MAINTENANCE	-	-	-	1,000	517	517	750	-25.00%
4630 VEHICLE MAINTENANCE	305	-	-	1,500	-	500	250	-83.33%
4700 PRINTING AND BINDING	-	-	-	1,000	766	1,659	750	-25.00%
5100 OFFICE SUPPLIES	-	-	-	500	593	906	500	0.00%
5210 GAS AND LUBRICANTS	849	-	-	1,750	141	590	900	-48.57%
5230 JANITORIAL SUPPLIES	-	-	-	400	237	361	400	0.00%
5280 OPERATING SUPPLIES	-	-	-	1,000	485	784	1,000	0.00%
5400 MEMBR,SUBSCRIPT,DUES	-	-	-	1,550	1,358	1,358	1,630	5.16%
Total	2,706	1,080	1,500	19,145	12,131	18,488	16,917	-11.64%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	-	-	-	-	-	-	4,200	0.00%
Total	-	-	-	-	-	-	4,200	0.00%
DEPARTMENT TOTAL	2,706	1,080	1,500	224,550	115,284	222,372	228,482	1.75%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# City Clerk's Office: 001-21-512	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1100 EXECUTIVE SALARIES	-	-	-	69,975	35,697	70,685	71,550	2.25%
1200 REGULAR SALARIES	-	-	-	-	-	-	3,458	0.00%
2100 FICA TAX EXPENSE	-	-	-	5,353	2,522	4,992	5,738	7.19%
2200 RETIREMENT EXPENSE	-	-	-	18,823	9,602	19,014	16,814	-10.67%
2300 HEALTH AND LIFE INSURANCE	-	-	-	6,931	3,443	6,885	7,467	7.73%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	-	-	1,866	1,146	1,146	-	-100.00%
2400 WORKERS COMP	-	-	-	96	49	73	95	-1.04%
Total	-	-	-	103,044	52,459	102,796	105,122	2.02%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	-	-	-	9,664	10,778	11,778	10,126	4.78%
3120 PHYSICALS	-	-	-	-	-	-		0.00%
3400 CONTRACTUAL SERVICES	-	-	-	5,000	4,950	4,950	5,000	0.00%
3401 ELECTION EXPENSE	-	-	-	100	-	250	500	400.00%
4027 SCHOOLING/CONF-BETSY DRIGGERS	355	781	1,000	1,300	681	1,300	1,500	15.38%
4100 COMMUNICATIONS SERVICES	-	169	-	750	482	950	928	23.73%
4200 POSTAGE AND FREIGHT	-	-	-	500	415	800	850	70.00%
4310 NATURAL GAS	-	-	-	-	-	-		0.00%
4320 ELECTRICITY	-	-	-	1,800	884	1,613	1,800	0.00%
4400 RENTALS AND LEASES	-	86	-	2,200	608	1,380	2,200	0.00%
4500 LIABILITY INSURANCE	-	-	-	1,864	1,522	1,981	1,924	3.22%
4610 BUILDING MAINTENANCE	-	-	-	1,000	228	1,000	2,000	100.00%
4620 EQUIPMENT MAINTENANCE	-	-	-	6,200	527	536	19,200	209.68%
4630 VEHICLE MAINTENANCE	-	820	690	-	-	-	-	0.00%
4700 PRINTING AND BINDING	-	-	-	1,400	-	29	200	-85.71%
4800 ADVERTISING	1,370	1,215	-	1,015	155	1,705	2,250	121.67%
4900 LEGAL ADVERTISING	2,732	5,221	3,000	5,000	2,224	4,052	4,000	-20.00%
5100 OFFICE SUPPLIES	-	-	-	500	814	1,114	1,000	100.00%
5210 GAS AND LUBRICANTS	-	1,721	2,000	-	-	-		0.00%
5230 JANITORIAL SUPPLIES	-	-	-	400	192	400	400	0.00%
5260 UNIFORMS	-	-	-	-	-	-		0.00%
5280 OPERATING SUPPLIES	-	-	-	1,500	350	1,500	2,000	33.33%
5281 MAYOR'S RECEPTION	4,570	143	1,000	5,000	5,406	5,857	-	-100.00%
5400 MEMBR,SUBSCRIPT,DUES	-	-	-	300	395	601	500	66.67%
Total	9,026	10,156	7,690	45,493	30,613	41,796	56,378	23.93%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	-	-	-	-	-	-	-	0.00%
Total	-	-	-	-	-	-	-	0.00%
DEPARTMENT TOTAL	9,026	10,156	7,690	148,537	83,072	144,591	161,500	8.73%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Finance: 001-22-513	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1100 EXECUTIVE SALARIES	289,660	254,353	255,085	58,434	32,735	65,701	68,894	17.90%
1200 REGULAR SALARIES	159,932	161,181	172,096	96,366	48,558	96,335	99,645	3.40%
1210 ACCURED SALARIES	(23)	1,074	-	-	-	-	-	0.00%
1400 OVERTIME-GENERAL ADMIN	397	-	-	-	-	-	-	0.00%
2100 FICA TAX EXPENSE	37,600	34,742	34,978	11,842	5,906	11,744	12,893	8.88%
2200 RETIREMENT EXPENSE	92,696	105,775	108,839	41,641	17,161	33,544	29,506	-29.14%
2300 HEALTH AND LIFE INSURANCE	36,294	39,018	39,489	16,180	8,253	16,506	17,782	9.90%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	10,900	10,901	2,967	1,823	1,823	-	-100.00%
2400 WORKERS COMP	3,696	2,723	2,723	214	163	217	225	5.14%
2500 UNEMPLOYMENT COMP	-	-	-	-	-	-	-	0.00%
Total	620,252	609,767	624,111	227,644	114,597	225,870	228,945	0.57%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	2,826	8,241	4,418	6,150	1,576	6,076	6,503	5.74%
3120 PHYSICALS	-	208	95	-	-	-	-	0.00%
3200 ACCOUNTING AND AUDITING	23,443	27,698	26,700	26,700	18,008	30,529	29,797	11.60%
3400 CONTRACTUAL SERVICES	-	-	-	-	-	-	-	0.00%
4020 SCHOOLING, CONFERENCE, ETC	1,093	3,107	2,700	2,000	-	167	2,000	0.00%
4100 COMMUNICATIONS SERVICES	2,935	5,044	3,000	1,600	558	1,551	1,647	2.94%
4200 POSTAGE AND FREIGHT	6,591	4,825	5,500	2,000	246	1,266	900	-55.00%
4310 NATURAL GAS	31	-	150	-	-	-	-	0.00%
4320 ELECTRICITY	3,387	3,970	4,000	1,800	637	1,659	1,620	-10.00%
4400 RENTALS AND LEASES	4,012	3,096	3,800	1,200	539	1,129	761	-36.58%
4500 LIABILITY INSURANCE	12,148	12,056	12,033	3,139	2,750	3,255	3,524	12.27%
4610 BUILDING MAINTENANCE	3,464	6,031	5,800	1,000	148	202	500	-50.00%
4620 EQUIPMENT MAINTENANCE	6,115	8,890	10,000	5,000	4,642	4,642	4,675	-6.50%
4700 PRINTING AND BINDING	5,217	3,392	4,642	2,800	913	1,716	1,600	-42.86%
5100 OFFICE SUPPLIES	2,044	1,992	1,905	1,250	541	941	1,000	-20.00%
5230 JANITORIAL SUPPLIES	646	570	750	400	181	400	400	0.00%
5260 UNIFORMS	-	-	-	-	-	-	-	0.00%
5280 OPERATING SUPPLIES	11,501	12,220	8,970	6,500	1,914	6,500	4,774	-26.55%
5400 MEMBR,SUBSCRIPT,DUES	2,883	3,995	3,800	700	443	528	545	-22.14%
Total	88,336	105,336	98,263	62,239	33,094	60,560	60,246	-3.20%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	10,038	-	-	-	-	-	-	0.00%
Total	10,038	-	-	-	-	-	-	0.00%
DEPARTMENT TOTAL	718,626	715,102	722,374	289,883	147,691	286,430	289,191	-0.24%
CITY HALL TOTAL EXPENDITURES	816,825	812,168	817,852	784,605	408,214	781,558	814,715	4%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Facilities Maintenance: 001-23-519	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1200 REGULAR SALARIES	-	-	-	63,201	25,467	60,871	72,573	14.83%
1400 OVERTIME	-	-	-	-	298	598	-	0.00%
2100 FICA TAX EXPENSE	-	-	-	4,834	1,772	4,269	5,552	14.85%
2200 RETIREMENT EXPENSE	-	-	-	17,001	6,931	16,454	17,055	0.32%
2300 HEALTH AND LIFE INSURANCE	-	-	-	12,585	1,871	3,845	4,247	-66.25%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	-	-	2,750	1,690	1,690	-	-100.00%
2400 WORKERS COMP	-	-	-	1,826	1,368	1,824	1,685	-7.72%
Total	-	-	-	102,197	39,398	89,552	101,112	-1.06%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	-	-	-	2,322	362	362	503	-78.34%
4020 SCHOOLING, CONFERENCE, ETC	-	-	-	200	-	200	500	150.00%
4100 COMMUNICATIONS SERVICES	-	-	-	1,067	279	1,067	1,440	34.96%
4400 RENTALS AND LEASES	-	-	-	500	-	500	500	0.00%
4500 LIABILITY INSURANCE	-	-	-	971	806	1,042	1,082	11.43%
4610 BUILDING MAINTENANCE	-	-	-	-	-	-	300	0.00%
4620 EQUIPMENT MAINTENANCE	-	-	-	1,000	75	750	1,500	50.00%
4630 VEHICLE MAINTENANCE	-	-	-	3,000	1,926	3,000	3,000	0.00%
5210 GAS AND LUBRICANTS	-	-	-	2,000	1,275	3,250	3,250	62.50%
5260 UNIFORMS	-	-	-	500	509	509	500	0.00%
5280 OPERATING SUPPLIES	-	-	-	2,500	1,633	2,500	3,000	20.00%
5400 MEMBR,SUBSCRIPT,DUES	-	-	-	-	-	-	-	0.00%
Total	-	-	-	14,060	6,865	13,180	15,575	10.78%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	-	-	-	-	-	-	-	0.00%
Total	-	-	-	-	-	-	-	0.00%
DEPARTMENT TOTAL	-	-	-	116,257	46,263	102,732	116,687	0.37%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Information Technology: 001-17-516	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1100 EXECUTIVE SALARIES	-	52,576	52,500	56,700	28,317	56,651	58,020	2.33%
1210 ACCRUED SALARIES	-	959	-	-	-	-	-	0.00%
2100 FICA TAX EXPENSE	-	3,762	3,749	4,338	1,990	3,982	4,439	2.33%
2200 RETIREMENT EXPENSE	-	13,731	13,965	15,252	7,780	15,402	13,635	-10.60%
2300 HEALTH AND LIFE INSURANCE	-	8,115	8,124	11,790	5,895	11,790	12,712	7.82%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	1,806	1,806	1,682	1,033	1,033	-	-100.00%
2400 WORKERS COMP	-	1,055	1,055	1,247	934	1,245	1,287	3.21%
Total	-	82,004	81,199	91,009	45,949	90,103	90,093	-1.01%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	-	16,929	40,191	32,881	19	14,500	38,626	17.47%
4020 SCHOOLING, CONFERENCE, ETC	-	468	1,000	1,000	345	2,290	2,900	190.00%
4100 COMMUNICATIONS SERVICES	-	1,058	660	1,584	1,246	2,353	1,600	1.01%
4400 RENTALS AND LEASES	-	1,853	9,909	9,909	4,955	-	-	-100.00%
4401 RENTALS AND LEASES-VEHICLE	-	1,268	5,071	-	-	-	-	0.00%
4500 LIABILITY INSURANCE	-	644	650	749	657	841	858	14.55%
4620 EQUIPMENT MAINTENANCE	137	465	400	400	-	139	400	0.00%
4630 VEHICLE MAINTENANCE	-	61	1,600	1,000	-	650	1,000	0.00%
5100 OFFICE SUPPLIES	-	-	250	250	-	250	250	0.00%
5210 GAS AND LUBRICANTS	-	2,367	2,400	2,400	370	1,350	1,500	-37.50%
5280 OPERATING SUPPLIES	-	3,126	500	4,261	382	3,200	3,450	-19.03%
5400 MEMBR,SUBSCRIPT,DUES	-	-	500	500	175	-	350	-30.00%
Total	137	28,238	63,131	54,934	8,148	25,572	50,934	-7.28%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	26,009	-	-	62,100	-	59,000	-	-100.00%
Total	26,009	-	-	62,100	-	59,000	-	-100.00%
DEBT SERVICE								
7101 PRINCIPAL-COMPUTER EQUIP	-	8,056	-	-	-	8,850	6,379	0.00%
7102 INTEREST-COMPUTER EQUIP	-	-	-	-	-	1,060	228	0.00%
Total	-	8,056	-	-	-	9,909	6,606	0.00%
DEPARTMENT TOTAL	26,145	118,298	144,330	208,043	54,097	184,585	147,633	-29.04%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Legal: 001-04-514	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1000 EXECUTIVE SALARIES	17,180	17,180	17,180	17,695	8,633	17,223	17,610	-0.48%
2100 FICA TAXES	991	984	992	984	420	836	1,347	36.89%
2200 RETIREMENT-GENERAL	3,711	4,570	4,570	4,760	2,322	4,633	4,138	-13.07%
2300 HEALTH AND LIFE INSURANCE	-	-	-	46	-	-	46	0.00%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	709	709	661	406	406	-	-100.00%
2400 WORKERS COMP	-	-	-	18	14	18	18	0.00%
Total	21,882	23,443	23,451	24,164	11,794	23,116	23,159	-4.16%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	30,550	67,642	35,000	60,000	9,661	38,449	35,126	-41.46%
4500 LIABILITY INSURANCE	-	-	-	242	202	259	269	11.16%
Total	30,550	67,642	35,000	60,242	9,863	38,709	35,395	-41.25%
DEPARTMENT TOTAL	52,432	91,085	58,451	84,406	21,658	61,825	58,554	-30.63%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Other Govt Services: 001-04-519	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
OPERATING EXPENSES								
3400 SAFETY PROGRAM	1,163	850	1,000	1,000	735	735	1,000	0.00%
3420 SPECIAL EVENTS(FIREWORKS)	31,000	26,600	22,500	22,500	-	20,500	23,500	4.44%
3430 CHRISTMAS LIGHTING	2,959	3,806	3,813	-	-	-	-	0.00%
3470 MILLENNIUM TOWER EXPENSE	703	1,015	1,000	1,000	26	716	1,000	0.00%
4510 INSURANCE CLAIMS	110,174	18,000	18,000	-	-	-	-	0.00%
4511 HEALTH INS-CONTINGENT PREM GAS AU	-	15,099	15,099	14,754	9,064	9,064	-	-100.00%
4590 100 BLOCK BLDG MAINTENANCE	-	35	-	-	-	-	-	0.00%
3480 BLOOD SCREENING	2,240	-	-	-	-	-	-	0.00%
3120 SURPLUS EQUIPMENT AUCTION COST	-	763	700	500	-	-	250	-50.00%
Total	148,238	66,167	62,112	39,754	9,825	31,015	25,750	-35.23%
GRANTS & AIDS								
8210 CHAMBER OF COMMERCE	5,550	5,550	5,550	5,550	5,000	5,000	5,000	-9.91%
8230 SOCIAL SERVICES	2,000	2,000	2,000	2,000	-	2,000	2,000	0.00%
8240 RIVER FRONT PARK PROG	5,000	5,000	5,000	5,000	-	5,000	5,000	0.00%
Total	12,550	12,550	12,550	12,550	5,000	12,000	12,000	-4.38%
DEPARTMENT TOTAL	160,788	78,717	74,662	52,304	14,825	43,015	37,750	-27.83%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Building & Permitting: 001-02-524	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1100 EXECUTIVE SALARIES	68,916	68,916	68,916	72,758	35,741	72,758	74,577	2.50%
1200 REGULAR SALARIES	110,954	61,021	77,325	83,531	43,488	82,746	173,007	107.12%
1210 ACCRUED SALARIES	(282)	1,061	-	-	-	-	-	0.00%
1400 OVERTIME	-	-	-	-	-	143	-	0.00%
2100 FICA TAX EXPENSE	12,364	9,202	14,709	11,956	5,473	10,721	18,940	58.41%
2200 RETIREMENT EXPENSE	36,147	34,563	51,136	42,004	21,274	41,659	58,182	38.52%
2300 HEALTH AND LIFE INSURANCE	20,241	18,459	18,978	38,848	16,851	32,965	38,832	-0.04%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	5,470	5,470	6,775	4,162	4,162	-	-100.00%
2400 WORKERS COMP	3,213	298	298	238	181	238	330	38.66%
Total	251,554	198,990	236,832	256,110	127,169	245,392	363,868	42.07%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	1,037	2,055	6,380	8,000	195	2,000	3,129	-60.89%
3120 PRE-EMPLOYMENT PHYSICALS	95	-	170	95	-	95	190	100.00%
3400 OTHER CONTRACTUAL SERVICES	55,486	67,979	65,000	68,500	33,486	68,500	15,600	-77.23%
4020 SCHOOLING, CONFERENCE, ETC	1,441	3,595	2,915	4,000	479	3,000	3,000	-25.00%
4100 COMMUNICATIONS SERVICES	4,085	3,544	1,900	2,880	1,247	2,880	2,880	0.00%
4200 POSTAGE AND FREIGHT	376	1,354	2,365	1,210	377	1,210	1,210	0.00%
4310 NATURAL GAS	153	200	350	175	326	400	400	128.57%
4320 ELECTRICITY	3,297	3,708	3,200	3,200	1,300	3,200	3,200	0.00%
4330 CREDIT CARD FEES	767	605	675	800	414	800	800	0.00%
4400 RENTALS AND LEASES	1,461	1,325	1,000	1,800	736	1,800	1,800	0.00%
4500 LIABILITY INSURANCE	3,415	5,263	5,280	4,599	3,681	4,852	6,140	33.51%
4610 BUILDING MAINTENANCE	1,107	5,300	7,650	2,500	187	500	2,500	0.00%
4620 EQUIPMENT MAINTENANCE	1,309	3,896	4,600	4,600	3,059	4,600	4,600	0.00%
4630 VEHICLE MAINTENANCE	1,874	413	600	400	174	400	400	0.00%
4700 PRINTING AND BINDING	1,547	3,006	2,700	1,000	524	1,000	1,000	0.00%
4800 ADVERTISING	-	-	200	100	-	100	100	0.00%
4900 LEGAL ADVERTISING	15,560	12,282	10,000	12,000	2,095	8,000	10,000	-16.67%
5100 OFFICE SUPPLIES	975	343	400	300	193	300	300	0.00%
5110 CODE ENFORCEMENT	159	20	-	-	-	-	-	0.00%
5120 DEMOLITION	2,753	158	5,000	-	-	-	-	0.00%
5210 GAS AND LUBRICANTS	1,796	1,695	1,400	1,100	265	1,100	1,100	0.00%
5230 JANITORIAL SUPPLIES	142	183	200	200	63	200	200	0.00%
5260 UNIFORMS	322	-	200	100	130	100	120	20.00%
5280 OPERATING SUPPLIES	1,873	3,845	3,305	5,500	1,984	5,500	5,500	0.00%
5400 MEMBR,SUBSCRIPT,DUES	1,767	1,775	1,815	1,100	661	1,100	1,100	0.00%
Total	102,796	122,545	127,305	124,159	51,576	111,637	65,269	-47.43%
CAPITAL OUTLAY								
6401 DEO PLANNING GRANT	-	-	-	25,000	-	25,000	-	-100.00%
6450 CAPITAL IMPROVEMENTS	-	-	-	-	-	-	-	0.00%
Total	-	-	-	25,000	-	25,000	-	-100.00%
DEPARTMENT TOTAL	354,350	321,535	364,137	405,269	178,744	382,028	429,137	5.89%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Police: 001-07-521	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1100 EXECUTIVE SALARIES	165,642	165,642	166,362	303,562	145,502	296,547	314,604	3.64%
1200 REGULAR SALARIES	1,251,583	1,212,745	1,250,089	1,154,844	553,026	1,135,000	1,251,344	8.36%
1210 ACCRUED SALARIES	622	5,899	-	-	-		-	0.00%
1220 CLERICAL SALARIES	139,629	131,751	142,479	146,700	62,284	118,918	123,634	-15.72%
1300 OTHER SALARIES & WAGES	22,236	22,193	22,532	23,856	11,521	23,856	25,585	7.25%
1310 HOLIDAY PAY	30,799	28,915	47,383	45,721	21,757	31,241	32,964	-27.90%
1320 CONTRACTUAL WORKERS	-	-	-	-	-	-	-	0.00%
1400 OVERTIME	65,717	82,531	95,700	103,320	58,218	103,320	103,320	0.00%
1410 OVERTIME CLERICAL	-	-	500	500	-	-	500	0.00%
2100 FICA TAX EXPENSE	121,223	119,298	131,966	137,585	60,964	124,992	141,674	2.97%
2200 RETIREMENT-CLERICAL BENEFIT	35,641	40,997	44,026	35,745	18,568	35,745	32,937	-7.86%
2201 PENSION-POLICE BENEFIT	241,644	239,910	246,481	228,135	112,786	228,135	245,121	7.45%
2230 STATE CONTRIB-POLICE	62,952	59,256	62,213	62,213	-	66,189	59,256	-4.75%
2300 HEALTH AND LIFE INSURANCE	198,172	178,827	212,394	262,549	123,032	262,549	329,021	25.32%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	50,037	50,037	40,435	24,434	24,434	-	-100.00%
2400 WORKERS COMP	39,473	38,210	38,210	33,822	25,367	33,822	35,227	4.15%
2410 WORKERS COMP CLAIM	-	-	1,500	-	-	-	-	0.00%
2500 UNEMPLOYMENT COMP	-	-	-	-	-	-	-	0.00%
Total	2,375,333	2,376,213	2,511,872	2,578,987	1,217,460	2,484,748	2,695,187	4.51%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	25,478	17,383	26,312	35,856	15,050	22,256	47,326	31.99%
3101 RED LIGHT CAMERA-ATS CONTRACT	-	204,323	181,498	1,018,333	56,265	325,852	328,800	-67.71%
3102 RED LIGHT FINES DUE TO STATE	-	-	-	-	209,503	420,000	301,870	0.00%
3103 RED LIGHT HEARING EXPENSES	-	-	-	-	2,000	9,000	12,000	0.00%
3120 PHYSICALS	1,288	1,721	1,400	2,500	1,119	2,500	2,500	0.00%
3500 CONFIDENTIAL INFORMANTS	8,500	-	8,500	6,000	3,000	6,000	6,000	0.00%
4020 SCHOOLING, CONFERENCE, ETC	275	242	300	300	257	300	300	0.00%
4030 TRAINING & SCHOOLING	10,616	17,307	14,200	27,972	22,283	27,972	23,972	-14.30%
4100 COMMUNICATIONS SERVICES	31,938	24,668	31,380	28,630	8,536	18,360	37,299	30.28%
4200 POSTAGE AND FREIGHT	203	1,010	1,300	1,300	412	1,300	1,300	0.00%
4310 NATURAL GAS	899	389	700	700	32	200	200	-71.43%
4320 ELECTRICITY	11,090	10,875	12,000	12,000	4,292	10,500	12,000	0.00%
4380 ANIMAL CONTROL	3,588	3,640	5,000	4,250	1,194	4,250	3,953	-6.99%
4390 K-9 CARE	1,007	1,217	1,200	2,332	353	2,332	3,887	66.68%
4400 RENTALS AND LEASES	11,197	7,476	12,783	8,736	2,674	8,736	8,736	0.00%
4450 VEHICLE LEASES	220,345	213,961	216,564	159,538	84,372	159,538	43,708	-72.60%
4500 LIABILITY INSURANCE	74,172	46,366	44,500	49,269	39,339	52,075	50,933	3.38%
4510 INSURANCE CLAIMS	10,000	24,390	24,391	-	-	-	-	0.00%
4610 BUILDING MAINTENANCE	5,097	7,451	6,000	6,000	1,678	6,000	5,700	-5.00%
4620 EQUIPMENT MAINTENANCE	6,929	6,457	10,000	8,400	2,562	6,400	6,800	-19.05%
4630 VEHICLE MAINTENANCE	41,550	44,944	55,200	55,000	28,428	62,500	45,000	-18.18%
4640 RADIO MAINTENANCE	1,403	814	2,000	2,000	678	2,000	2,000	0.00%
4680 RANGE MAINTENANCE	983	888	1,000	1,000	441	1,000	1,420	42.00%
4700 PRINTING AND BINDING	3,158	4,630	4,500	3,416	1,767	3,416	3,465	1.43%
4900 WEED & SEED DONATION EXPENSES	80	-	-	-	-	-	-	0.00%
4940 GUN SAFETY CLASS EXPENSE	72	-	-	-	-	-	-	0.00%
4950 POLICE ATHLETIC LEAGUE	950	-	-	-	-	-	-	0.00%
5100 OFFICE SUPPLIES	1,635	871	2,000	2,000	451	2,000	1,500	-25.00%
5210 GAS AND LUBRICANTS	132,421	113,576	155,600	105,000	32,950	100,000	100,000	-4.76%
5230 JANITORIAL SUPPLIES	2,091	1,734	2,500	2,500	432	1,300	1,300	-48.00%
5260 UNIFORMS	14,347	20,659	16,850	16,850	9,031	18,850	16,050	-4.75%
5280 OPERATING SUPPLIES	16,201	14,236	21,800	38,739	19,755	50,141	64,004	65.22%
5281 SPECIAL POLICE TRUST EXPENSE	20,940	16,881	36,875	23,037	17,749	19,623	10,000	-56.59%
5282 EVIDENCE FUND EXPENSE	9,264	15,262	16,745	1,500	984	1,483	1,500	0.00%
5284 VOCA-DONATIONS	36	-	-	-	-	-	-	0.00%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Police: 001-07-521	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
OPERATING EXPENSES (continued)								
5300 PETTY CASH REIMBURSEMENT	-	-	300	100	-	100	100	0.00%
5400 MEMBR,SUBSCRIPT,DUES	1,696	680	1,394	1,549	470	1,549	2,549	64.56%
Total	671,462	826,063	916,805	1,626,821	570,071	1,349,547	1,148,187	-29.42%
CAPITAL OUTLAY								
6210 CAPITAL IMPROVEMENTS	-	6,650	9,975	3,325	3,325	3,325	-	-100.00%
6400 CAPITAL OUTLAY	997	-	-	45,108	8,500	38,666	-	-100.00%
6401 VEHICLE PURCHASES	-	300,000	77,852	493,300	-	520,700	313,213	-36.51%
6402 VEHICLE PURCHASES (USDA GRANT)	-	-	-	71,708	-	-	40,900	-42.96%
Total	997	306,650	87,827	613,441	11,825	562,691	354,113	-42.27%
GRANTS & AIDS								
8320 BULLET PROOF GRANT-50% CITY	-	-	2,500	-	-	-	4,387	0.00%
8370 BULLET PROOF GRANT	-	-	2,500	8,000	-	-	4,387	-45.16%
8400 JAG-BYRNE 2008-PUT4Q9-003	-	-	-	-	-	-	-	0.00%
8410 WEED & SEED GRANT EXPENSE	-	-	-	-	-	-	-	0.00%
8440 JAG RECOVERY LOCAL 09SBB90645	18,734	1,311	-	-	-	-	-	0.00%
8450 JAG 2009 2009DJBX0978	-	-	-	-	-	-	-	0.00%
8460 JAG 2010 2010DJBX1516	-	-	-	-	-	-	-	0.00%
8470 2011-JAGC-PUTN-3-B2-169	-	-	-	-	-	-	-	0.00%
8210 CONTRIBUTION TO PAL	68,302	-	-	-	-	-	-	0.00%
8480 JAG 2011 2011DJBX2106	13,853	-	-	-	-	-	-	0.00%
8490 2012-JAGC-PUTN-1-C4-027	21,337	-	-	-	-	-	-	0.00%
8500 2013 JAG Local 2012-DJ-BX-0269	-	10,955	11,184	-	-	-	-	0.00%
8510 2013-JAGC-PUTN-1-D7-018	-	14,620	16,031	-	-	-	-	0.00%
8511 2014 JAG LOCAL	-	-	-	10,065	7,800	10,065	-	-100.00%
8512 2014 JAGC-PUTN COUNTY WIDE	-	-	-	14,427	8,475	14,427	-	-100.00%
8513 2015 JAG LOCAL	-	-	-	-	-	-	10,986	0.00%
8514 2015 JAGC-PUTN COUNTY WIDE	-	-	-	-	-	-	16,000	0.00%
8515 NRA Grant							30,000	0.00%
Total	122,227	26,886	32,215	32,492	16,275	24,492	65,760	102.39%
DEBT SERVICE								
7101 PROSPERITY POL VEH	-	-	-	-	-	-	-	0.00%
7102 HANCOCK POL VEH	9,123	7,045	7,045	-	-	-	-	0.00%
7103 BB&T POL VEH 2013	-	-	-	58,915	29,264	58,915	60,055	1.93%
7104 BOA POL VEH 2014	-	-	-	-	-	-	102,200	0.00%
7201 PROSPERITY POL VEH	-	-	-	-	-	-	-	0.00%
7202 HANCOCK POL VEH	401	98	98	-	-	-	-	0.00%
7203 BB&T POL VEH 2013	-	-	-	4,729	2,558	4,729	3,589	-24.11%
7204 BOA POL VEH 2014	-	-	-	-	-	-	8,022	0.00%
Total	9,524	7,143	7,143	63,644	31,822	63,644	173,866	173.19%
DEPARTMENT TOTAL	3,179,542	3,542,955	3,555,862	4,915,385	1,847,452	4,485,121	4,437,113	-9.73%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Code Enforcement: 001-19-521	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1200 REGULAR SALARIES	-	15,520	15,795	36,644	12,288	34,661	37,797	3.15%
1210 ACCRUED SALARIES	-	375	-	-	-	-	-	0.00%
2100 FICA TAX EXPENSE	-	1,185	1,206	2,803	938	2,648	2,891	3.14%
2200 RETIREMENT EXPENSE	-	4,128	4,202	6,615	3,306	6,613	5,924	-10.45%
2300 HEALTH AND LIFE INSURANCE	-	127	111	205	103	205	213	3.90%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	-	-	-	406	406	-	0.00%
2400 WORKERS COMP	-	44	44	549	412	549	562	2.37%
Total	-	21,379	21,358	46,816	17,452	45,082	47,387	1.22%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	-	220	1,000	1,000	113	800	752	-24.80%
4020 SCHOOLING, CONFERENCE, ETC.	-	810	1,085	7,109	4,039	5,200	1,200	-83.12%
4100 COMMUNICATIONS SERVICES	-	227	200	200	117	288	288	44.00%
4200 POSTAGE AND FREIGHT	-	408	135	1,000	197	800	1,000	0.00%
4500 LIABILITY INSURANCE	-	-	-	501	381	500	575	14.77%
4630 VEHICLE MAINTENANCE	-	-	800	800	-	800	800	0.00%
4640 RADIO MAINTENANCE	-	-	150	-	-	-	-	0.00%
4700 PRINTING AND BINDING	-	548	1,650	1,867	0	200	200	-89.29%
5100 OFFICE SUPPLIES	-	100	100	200	-	200	200	0.00%
5120 LOT DEMOLITION AND CLEANUP	-	-	-	-	79	-	-	0.00%
5210 GAS AND LUBRICANTS	-	486	600	900	311	900	900	0.00%
5260 UNIFORMS	-	80	100	100	-	100	100	0.00%
5280 OPERATING SUPPLIES	-	-	-	700	130	700	700	0.00%
Total	-	2,877	5,820	14,377	5,368	10,488	6,715	-53.29%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	-	-	6,000	-	-	-	-	0.00%
Total	-	-	6,000	-	-	-	-	0.00%
DEPARTMENT TOTAL	-	24,256	33,178	61,193	22,820	55,570	54,102	-11.59%

General Fund

FUND TITLE/FUND # General Fund: 001								
DEPARTMENT NAME/# Fire: 001-08-522	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1100 EXECUTIVE SALARIES	156,770	158,541	159,077	170,740	85,693	170,740	174,478	2.19%
1200 REGULAR SALARIES	735,270	738,916	736,697	770,822	389,456	771,000	801,869	4.03%
1210 ACCRUED SALARIES	1,201	5,410	-	-	-	-	-	0.00%
1220 CLERICAL SALARIES	10,329	14,173	10,837	19,477	9,362	19,477	19,964	2.50%
1300 OTHER SALARIES & WAGES	180	11,713	2,000	10,000	3,396	10,000	10,000	0.00%
1310 HOLIDAY PAY	29,456	29,678	30,065	30,667	21,796	30,667	31,623	3.12%
1400 OVERTIME	90,006	84,122	95,000	85,000	38,321	80,000	85,000	0.00%
2100 FICA TAX EXPENSE	72,598	73,438	78,000	83,133	39,136	78,777	85,904	3.33%
2200 CLERICAL RETIREMENT	-	-	-	-	-	-	-	0.00%
2201 FIRE PENSION	186,979	242,180	255,839	292,585	165,712	332,604	282,637	-3.40%
2230 STATE CONTRIB-FIRE	60,507	78,504	60,507	60,507	-	80,280	78,504	29.74%
2300 HEALTH AND LIFE INSURANCE	102,962	106,774	111,370	159,391	81,169	158,451	162,676	2.06%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	34,725	34,725	26,870	16,507	16,507	-	-100.00%
2400 WORKERS COMP	26,837	25,022	25,022	25,598	19,181	25,572	27,428	7.15%
2500 UNEMPLOYMENT COMP	-	-	-	-	-	-	-	0.00%
Total	1,473,096	1,603,196	1,599,139	1,734,790	869,729	1,774,075	1,760,083	1.46%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	3,253	1,556	1,500	1,500	609	1,500	28,019	1767.93%
3120 PHYSICALS	2,993	6,035	5,500	5,000	1,055	4,500	5,000	0.00%
4020 SCHOOLING, CONFERENCE, ETC	5,596	3,803	4,000	6,000	1,562	4,300	6,000	0.00%
4100 COMMUNICATION SERVICES	9,130	9,616	10,000	10,000	2,683	8,000	8,000	-20.00%
4200 POSTAGE AND FREIGHT	361	273	500	400	43	250	400	0.00%
4310 NATURAL GAS	1,390	1,388	1,850	1,800	1,431	2,100	2,500	38.89%
4320 ELECTRICITY	14,005	15,296	16,000	15,000	5,420	13,000	14,000	-6.67%
4400 RENTALS AND LEASES	1,916	1,088	2,000	2,000	387	1,200	1,500	-25.00%
4500 LIABILITY INSURANCE	30,267	23,143	22,310	22,417	18,076	23,721	24,050	7.28%
4610 BUILDING MAINTENANCE	5,092	8,767	6,000	6,000	6,017	18,700	20,000	233.33%
4620 EQUIPMENT MAINTENANCE	5,138	5,919	6,000	6,000	2,018	6,000	6,000	0.00%
4630 VEHICLE MAINTENANCE	26,966	27,337	30,000	28,000	9,853	28,000	30,000	7.14%
4640 RADIO MAINTENANCE	619	1,451	1,800	1,800	418	1,200	1,500	-16.67%
4700 PRINTING AND BINDING	264	416	400	300	57	300	300	0.00%
5100 OFFICE SUPPLIES	1,378	1,386	1,500	1,500	962	1,500	1,800	20.00%
5140 FIRE CODE ENFORCEMENT	2,851	3,125	3,000	3,000	2,254	3,000	3,000	0.00%
5210 GAS AND LUBRICANTS	24,041	25,780	22,500	21,000	3,831	16,000	20,000	-4.76%
5230 JANITORIAL SUPPLIES	5,126	5,334	4,000	4,000	1,741	4,000	4,000	0.00%
5250 SMALL TOOLS	1,041	787	1,000	1,000	878	1,000	1,500	50.00%
5260 UNIFORMS	21,157	47,893	47,655	10,000	2,203	10,000	10,000	0.00%
5280 OPERATING SUPPLIES	18,976	18,123	17,200	17,200	9,475	17,200	20,000	16.28%
5290 FIRE PUB-ED EXPENSE	15,133	21,770	22,000	17,000	1,279	17,000	17,000	0.00%
5400 MEMBR, SUBSCRIPT, DUES	183	251	300	300	183	300	300	0.00%
Total	196,875	230,537	227,015	181,217	72,435	182,771	224,869	24.09%
CAPITAL OUTLAY								
6420 FIRE GRANT	-	-	-	-	-	-	-	0.00%
6401 VEHICLE PURCHASE	-	-	-	152,000	-	9,500	139,000	-8.55%
Total	-	-	-	152,000	-	9,500	139,000	-8.55%
DEBT SERVICE								
7101 SUTPHEN FIRE TRUCK	51,954	-	-	-	-	-	-	0.00%
7201 SUTPHEN FIRE TRUCK	23,943	-	-	-	-	-	-	0.00%
Total	75,896	-	-	-	-	-	-	0.00%
DEPARTMENT TOTAL	1,745,867	1,833,733	1,826,154	2,068,007	942,164	1,966,345	2,123,952	2.71%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Streets: 001-09-541	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1200 REGULAR SALARIES	160,729	130,308	138,970	162,429	84,358	170,213	171,330	5.48%
1210 ACCRUED SALARIES	331	721	-	-	-	-	-	0.00%
1310 HOLIDAY PAY	-	651	-	-	-	-	-	
1400 OVERTIME	9,732	9,847	10,000	10,000	10,138	20,277	20,000	100.00%
2100 FICA TAX EXPENSE	11,950	10,161	10,675	13,191	6,596	13,662	14,637	10.96%
2200 RETIREMENT EXPENSE	10,135	19,997	20,995	27,000	14,054	28,883	25,214	-6.61%
2300 HEALTH AND LIFE INSURANCE	16,429	12,662	21,501	24,594	15,198	33,400	36,268	47.47%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	3,650	3,650	3,921	2,409	2,409	-	-100.00%
2400 WORKERS COMP	9,073	9,296	9,296	8,262	6,191	8,254	8,834	6.92%
Total	218,379	197,292	215,087	249,397	138,945	277,099	276,283	10.78%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	1,049	488	490	450	132	450	755	67.78%
3120 PHYSICALS	255	-	-	150	36	186	150	0.00%
3410 DEPT OF CORR-PRISON CREW GUARD	-	-	-	-	-		-	0.00%
3440 TREE REMOVAL	2,305	2,559	2,500	3,000	-	2,400	3,000	0.00%
3460 RAILROAD SIGNAL MAINTENANCE	9,275	9,339	6,000	8,300	4,272	8,253	9,500	14.46%
4100 COMMUNICATIONS SERVICES	1,821	1,729	1,740	1,700	936	1,777	1,800	5.88%
4310 NATURAL GAS	69	75	100	100	29	67	100	0.00%
4320 ELECTRICITY	160,265	161,140	164,442	160,000	67,681	166,000	166,000	3.75%
4400 RENTALS & LEASES	1,009	163	500	300	60	149	200	-33.33%
4500 LIABILITY INSURANCE	9,952	6,975	7,020	7,165	5,632	7,463	7,569	5.64%
4510 INSURANCE CLAIMS	4,072	-	-	-	1,163	1,163	-	0.00%
4610 BUILDING MAINTENANCE	431	1,121	900	900	202	539	900	0.00%
4620 EQUIPMENT MAINTENANCE	17,417	13,170	14,000	14,000	4,029	8,129	10,000	-28.57%
4630 VEHICLE MAINTENANCE	14,347	9,738	11,000	11,000	4,009	10,000	10,000	-9.09%
4660 TRAFFIC LIGHT REPAIR	19,272	16,860	21,000	14,000	7,615	17,356	14,000	0.00%
5100 OFFICE SUPPLIES	11	-	-	-	-		-	0.00%
5210 GAS AND LUBRICANTS	34,435	30,144	32,000	23,000	6,950	23,000	23,000	0.00%
5230 JANITORIAL SUPPLIES	41	-	-	-	6	56	60	0.00%
5250 SMALL TOOLS	-	-	-	-	-		-	0.00%
5260 UNIFORMS	2,235	2,072	2,200	2,200	574	1,205	2,200	0.00%
5280 OPERATING SUPPLIES	9,534	6,589	9,560	8,000	3,092	5,608	6,000	-25.00%
5330 PAVING MATERIALS	5,535	-	15,000	5,000	9,669	14,558	5,000	0.00%
5340 STREET SIGNS	870	956	1,850	4,000	-	4,000	4,000	0.00%
Total	294,201	263,116	290,302	263,265	116,086	272,360	264,234	0.37%
CAPITAL OUTLAY								
Total	-	-	-	-	-	-	-	0.00%
DEPARTMENT TOTAL	512,580	460,408	505,389	512,662	255,031	549,458	540,517	5.43%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Cemetery: 001-14-569	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1200 REGULAR SALARIES	62,416	62,274	61,567	52,612	37,991	77,520	81,726	55.34%
1210 ACCRUED SALARIES	10	204	-	-	-	-	-	0.00%
1400 OVERTIME	514	312	-	-	2,910	7,694	2,000	0.00%
2100 FICA TAX EXPENSE	4,779	4,752	4,710	4,025	3,067	7,586	6,405	59.13%
2200 RETIREMENT EXPENSE	5,937	7,273	7,245	4,489	2,543	5,464	4,020	-10.45%
2300 HEALTH AND LIFE INSURANCE	576	572	746	3,948	1,974	3,948	9,458	139.56%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	-	-	532	327	327	-	-100.00%
2400 WORKERS COMP	4,578	4,962	4,962	2,195	1,645	2,193	3,334	51.89%
Total	78,809	80,348	79,230	67,801	50,457	104,730	106,943	57.73%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	184	207	200	100	242	242	503	403.00%
3120 PHYSICALS	-	33	-	100	211	211	100	0.00%
3440 TREE REMOVAL	-	-	500	2,000	-	2,000	2,000	0.00%
4100 COMMUNICATIONS SERVICES	1,458	1,650	1,500	1,200	581	1,200	1,200	0.00%
4320 ELECTRICITY	4,143	4,563	4,500	4,500	1,847	4,000	4,000	-11.11%
4400 RENTALS AND LEASES	208	217	250	-	-	-	250	0.00%
4500 LIABILITY INSURANCE	2,713	2,027	2,041	2,078	1,642	2,181	2,490	19.83%
4610 BUILDING MAINTENANCE	1,107	1,072	900	500	339	1,000	2,000	300.00%
4620 EQUIPMENT MAINTENANCE	4,027	3,877	4,000	2,000	845	2,000	2,500	25.00%
4630 VEHICLE MAINTENANCE	2,150	751	1,500	1,500	887	1,500	1,500	0.00%
5100 OFFICE SUPPLIES	831	777	700	400	497	600	600	50.00%
5210 GAS AND LUBRICANTS	6,047	7,333	5,000	6,000	510	3,600	3,500	-41.67%
5220 MERCHANDISE FOR SALE	20,929	23,595	26,526	25,000	10,887	26,000	22,250	-11.00%
5230 JANITORIAL SUPPLIES	2,907	2,997	3,000	2,500	455	1,000	1,000	-60.00%
5250 SMALL TOOLS	30	-	-	100	-	100	100	0.00%
5260 UNIFORMS	1,365	2,706	2,000	2,000	531	1,200	1,200	-40.00%
5270 CHEMICALS & FERTILIZER	7,483	6,159	5,000	-	165	500	500	0.00%
5280 OPERATING SUPPLIES	5,449	3,921	2,900	4,000	1,513	4,000	5,000	25.00%
Total	61,031	61,885	60,517	53,978	21,150	51,333	50,693	-6.09%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	456	-	-	-	-	-	8,000	0.00%
Total	456	-	-	-	-	-	8,000	0.00%
DEPARTMENT TOTAL	140,296	142,233	139,747	121,779	71,608	156,064	165,636	36.01%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Cultural Services: 001-03-573	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1200 REGULAR SALARIES	-	-	-	-	-	-	25,904	0.00%
1210 ACCRUED SALARIES	-	-	-	-	-	-	-	0.00%
2100 FICA TAX EXPENSE	-	-	-	-	-	-	1,982	0.00%
2200 RETIREMENT EXPENSE	-	-	-	-	-	-	-	0.00%
2300 HEALTH AND LIFE INSURANCE	-	-	-	-	-	-	91	0.00%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	-	-	-	-	-	-	0.00%
2400 WORKERS COMP	-	-	-	-	-	-	642	0.00%
Total	-	-	-	-	-	-	28,619	0.00%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	-	-	-	-	-	-	2,252	0.00%
3101 WATERWORKS-PROFESSIONAL SERVIC	800	-	-	-	-	-	-	0.00%
4500 LIABILITY INSURANCE	-	-	-	7,452	3,747	7,522	9,997	34.15%
4610 BRONSON HOUSE-MAINTENANCE	-	-	-	-	-	-	12,000	0.00%
4611 PUTNAM CO HIST SOCIETY MUSEUM-MA	-	432	500	2,500	-	-	2,500	0.00%
4612 ST JOHNS RIVER CENTER-MAINTENANCE	-	-	-	-	-		2,000	0.00%
4613 LARIMER ARTS CENTER-MAINTENANCE	5,021	1,074	1,500	3,000	-	3,000	4,500	50.00%
4614 TILGHMAN HOUSE-MAINTENANCE	642	1,017	1,020	1,500	55	-	1,500	0.00%
4615 DEPOT-MAINTENANCE	-	-	-	-	-	6,857	4,000	0.00%
4616 WATERWORKS MAINTENANCE	-	-	-	-	-	-	8,050	0.00%
4617 HAMMOCK HALL-MAINTENANCE	-	590	1,000	1,000	-	500	1,000	0.00%
4618 WILLARD COOPER BUILDING-MAINTENA	777	745	868	500	324	-	500	0.00%
4800 ADVERTISING	-	-	-	-	-	-	4,000	0.00%
5222 ST JOHNS RIVER CENTER-MERCHANDISE	-	-	-	-	-	-	4,000	0.00%
5230 JANITORIAL SUPPLIES	-	-	-	-	-	-	2,000	0.00%
5260 UNIFORMS	-	-	-	-	-	-	750	0.00%
5280 BRONSON HOUSE-OPERATING	-	-	-	-	-	-	11,666	0.00%
5281 PUTNAM CO HIST SOCIETY MUSEUM-OP	-	-	-	-	-	2,500	2,500	0.00%
5282 ST JOHNS RIVER CENTER-OPERATING	-	-	-	-	-	-	8,666	0.00%
5283 LARIMER ARTS CENTER-OPERATING	-	-	-	-	-	-	400	0.00%
5284 TILGHMAN HOUSE-OPERATING	-	-	-	-	-	1,000	1,000	0.00%
5285 DEPOT-OPERATING	4,828	4,836	3,000	3,000	84	552	5,000	66.67%
5286 WATERWORKS-OPERATING	4,508	4,864	4,200	5,000	2,024	4,500	5,466	9.32%
5287 HAMMOCK HALL-OPERATING	-	-	-	-	-	-	-	0.00%
5288 WILLARD COOPER BUILDING-OPERATING	-	-	-	-	-	882	1,000	0.00%
Total	16,575	13,558	12,088	23,952	6,235	27,313	94,747	295.57%
CAPITAL OUTLAY								
Total	-	-	-	-	-	-	-	0.00%
DEPARTMENT TOTAL	16,575	13,558	12,088	23,952	6,235	27,313	94,747	295.57%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Bronson House: 001-03-575	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1200 REGULAR SALARIES	27,394	29,105	26,293	18,000	8,730	17,600	-	-100.00%
1210 ACCRUED SALARIES	23	(53)	-	-	-	-	-	0.00%
2100 FICA TAX EXPENSE	1,967	2,102	2,011	1,377	668	1,346	-	-100.00%
2200 RETIREMENT EXPENSE	5,917	1,748	6,994	-	-	-	-	0.00%
2300 HEALTH AND LIFE INSURANCE	2,539	2,367	2,592	-	-	-	-	0.00%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	709	709	-	406	406	-	0.00%
2400 WORKERS COMP	-	670	670	426	319	425	-	-100.00%
Total	37,839	36,649	39,269	19,803	10,123	19,778	-	-100.00%
OPERATING EXPENSES								
4620 BUILDING MAINTENANCE	-	-	-	10,000	8,576	18,420	-	-100.00%
5280 OPERATING EXPENSES	14,783	17,338	18,000	12,000	5,109	8,400	-	-100.00%
4500 LIABILITY INSURANCE	-	11,010	11,020	3,255	4,344	3,286	-	-100.00%
Total	14,783	28,348	29,020	25,255	18,029	30,106	-	-100.00%
CAPITAL OUTLAY								
Total	-	-	-	-	-	-	-	0.00%
DEPARTMENT TOTAL	52,623	64,997	68,289	45,058	28,152	49,884	-	-100.00%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Parks and Recreation: 001-15-572	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1200 REGULAR SALARIES	162,875	153,238	159,209	89,688	37,328	69,685	66,848	-25.47%
1210 ACCRUED SALARIES	460	(554)	-	-	-	-	-	0.00%
1400 OVERTIME	2,516	1,950	2,000	2,000	518	2,000	2,000	0.00%
2100 FICA TAX EXPENSE	12,113	11,390	12,179	7,014	2,751	5,484	5,267	-24.91%
2200 RETIREMENT EXPENSE	20,664	22,230	24,815	18,134	10,053	16,872	10,167	-43.93%
2300 HEALTH AND LIFE INSURANCE	20,430	17,523	20,919	11,186	7,298	13,514	11,716	4.74%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	3,990	3,990	1,501	922	1,501	-	-100.00%
2400 WORKERS COMP	5,011	3,735	3,735	1,925	1,443	1,925	1,525	-20.78%
2500 UNEMPLOYMENT COMP	-	-	-	-	-		-	0.00%
Total	224,070	213,503	226,847	131,448	60,313	110,981	97,523	-25.81%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	483	356	500	500	7,050	7,050	629	25.80%
3120 PHYSICALS	-	-	-	-	-	-	-	0.00%
3410 DEPT OF CORR-PRISON CREW GUARD	58,004	58,004	58,004	-	-	-	-	0.00%
3440 TREE REMOVAL	-	-	-	-	-	-	-	0.00%
4100 COMMUNICATIONS SERVICES	1,002	970	1,000	300	291	391	300	0.00%
4200 POSTAGE AND FREIGHT	-	60	-	-	10	-	-	0.00%
4320 ELECTRICITY	7,762	7,222	7,700	7,500	1,569	7,500	7,500	0.00%
4321 DOWNTOWN/RIVERFRONT ELECTRICIT	-	454	-	3,000	1,447	3,000	3,000	0.00%
4322 ELECTRICITY-FRED GREEN PARK	-	71	-	-	481	-	1,150	0.00%
4323 ELECTRICITY-HANK BRYAN PARK	-	-	-	-	-	-	200	0.00%
4324 ELECTRICITY-BOOKER PARK	-	-	-	-	-	-	1,200	0.00%
4325 ELECTRICITY-FORRESTER FIELD	-	12	-	-	111	-	250	0.00%
4326 ELECTRICITY-SHAW BUCK RECREATI	-	5	-	-	41	-	130	0.00%
4327 ELECTRICITY-WESTOVER PARK	-	-	-	-	-	-	200	0.00%
4328 ELECTRICITY-PLAYGROUND 12TH &	-	-	-	-	-	-	-	0.00%
4329 ELECTRICITY-PLAYGROUND 10TH &	-	62	-	-	935	-	270	0.00%
4330 ELECTRICITY-EDGEMOORE & HUSSON	-	-	-	-	-	-	-	0.00%
4400 RENTALS AND LEASES	186	56	100	500	-	-	-	-100.00%
4500 LIABILITY INSURANCE	3,220	8,587	8,470	8,240	6,374	8,493	7,238	-12.16%
4501 TRANSFER TO INSURANCE ACCT	-	-	-	-	-	-	-	0.00%
4510 LIABILITY CLAIMS	-	-	-	-	-	-	-	0.00%
4610 BUILDING MAINTENANCE	5,230	2,872	1,762	3,000	269	500	500	-83.33%
4620 EQUIPMENT MAINTENANCE	5,255	8,838	4,000	3,000	803	2,000	3,000	0.00%
4630 VEHICLE MAINTENANCE	2,980	1,661	3,000	1,500	182	4,074	2,000	33.33%
4631 BOOKER PARK MAINTENANCE	-	-	-	-	280	280	-	0.00%
4640 RADIO MAINTENANCE	-	-	-	-	-	-	-	0.00%
4650 REID STREET ISLAND	281	-	1,000	-	-	-	-	0.00%
4651 MAINTENANCE-FRED GREEN PARK	-	-	-	-	-	-	2,000	0.00%
4652 MAINTENANCE-HANK BRYAN PARK	-	-	-	-	-	-	8,000	0.00%
4653 MAINTENANCE-BOOKER PARK	-	-	-	-	117	117	2,500	0.00%
4654 MAINTENANCE-FORRESTER FIELD	-	-	-	-	-	-	4,000	0.00%
4655 MAINTENANCE-SHAW BUCK RECREATI	-	-	-	-	-	-	3,500	0.00%
4656 MAINTENANCE-WESTOVER PARK	-	-	-	-	-	-	800	0.00%
4657 MAINTENANCE-PLAYGROUND 12TH &	-	-	-	-	-	-	1,500	0.00%
4658 MAINTENANCE-PLAYGROUND 10TH &	-	-	-	-	-	-	1,500	0.00%
4659 MAINTENANCE-EDGEMOORE & HUSSON	-	-	-	-	-	-	100	0.00%
4680 DOWNTOWN LIGHTING	10,073	9,006	10,000	13,000	2,549	9,000	8,000	-38.46%
5100 OFFICE SUPPLIES	427	234	485	400	2	2	100	-75.00%
5200 PLAYGROUNDS-OPERATIONS	4,328	4,250	5,000	6,000	1,516	8,500	-	-100.00%
5201 OPERATIONS-FRED GREEN PARK	-	-	-	-	-	-	-	0.00%
5202 OPERATIONS-HANK BRYAN PARK	-	-	-	-	-	-	-	0.00%
5203 OPERATIONS-BOOKER PARK	-	-	-	-	-	-	-	0.00%
5204 OPERATIONS-FORRESTER FIELD	-	-	-	-	-	-	-	0.00%
5205 OPERATIONS-SHAW BUCK RECREATIO	-	-	-	-	-	-	-	0.00%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Parks and Recreation: 001-15-572	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
OPERATING EXPENSES (continued)								
5206 OPERATIONS-WESTOVER PARK	-	-	-	-	-	-	-	0.00%
5207 OPERATIONS-PLAYGROUND 12TH & R	-	-	-	-	-	-	-	0.00%
5208 OPERATIONS-PLAYGROUND 10TH & O	-	-	-	-	-	-	-	0.00%
5209 OPERATIONS-EDGEMOORE & HUSSON	-	-	-	-	-	-	-	0.00%
5210 GAS AND LUBRICANTS	15,956	14,515	15,000	10,000	1,151	3,500	3,500	-65.00%
5230 JANITORIAL SUPPLIES	2,943	2,774	2,700	2,500	582	1,500	1,500	-40.00%
5250 SMALL TOOLS	104	36	100	100	-	100	300	200.00%
5260 UNIFORMS	2,279	2,420	2,500	2,000	1,234	2,000	2,000	0.00%
5270 CHEMICALS & FERTILIZER	11,481	8,922	12,932	-	205	205	600	0.00%
5280 OPERATING SUPPLIES	6,184	3,040	4,045	9,000	3,092	9,000	4,000	-55.56%
Total	140,190	136,443	140,311	72,554	32,306	69,226	73,482	1.28%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	5,476	-	-	-	-	-	-	0.00%
6401 100 BLOCK BUILDING MAINTENANCE	1,670	-	-	-	-	-	-	0.00%
6402 CITY HALL LANDSCAPING	3,203	-	-	-	-	-	-	0.00%
6403 AMPHITHEATER DEMOLITION	-	-	-	27,295	299	22,379	-	-100.00%
Total	10,348	-	-	27,295	299	22,379	-	-100.00%
DEPARTMENT TOTAL	374,608	349,946	367,158	231,297	92,918	202,586	171,005	-26.07%

General Fund

FUND TITLE/FUND # *General Fund: 001*								
DEPARTMENT NAME/# Price Martin Center: 001-26-579	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
OPERATING EXPENSES								
4100 COMMUNICATIONS SERVICES	206	203	250	250	70	250	250	0.00%
4310 NATURAL GAS	786	608	700	800	251	800	700	-12.50%
4320 ELECTRICITY	12,081	13,613	13,200	15,000	5,244	13,000	13,000	-13.33%
4500 LIABILITY INSURANCE	3,220	1,101	1,105	1,109	838	1,120	994	-10.37%
4610 BUILDING MAINTENANCE	1,861	4,204	3,042	1,500	798	1,500	1,500	0.00%
4620 EQUIPMENT MAINTENANCE	1,200	1,645	1,700	1,000	400	1,000	1,000	0.00%
4680 GROUNDS MAINTENANCE	538	120	500	250	59	250	200	-20.00%
5230 JANITORIAL SUPPLIES	1,802	1,514	1,500	1,500	340	500	500	-66.67%
5280 OPERATING SUPPLIES	194	56	358	-	-	-	5,000	0.00%
Total	21,889	23,063	22,355	21,409	8,000	18,420	23,144	8.10%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	2,074	-	-	-	-	-	-	0.00%
Total	2,074	-	-	-	-	-	-	0.00%
DEPARTMENT TOTAL	23,962	23,063	22,355	21,409	8,000	18,420	23,144	8.10%

General Fund

FUND TITLE/FUND # General Fund: 001								
		TRANSFERS OUT						
DEPARTMENT NAME/# Transfers: 001-81-581	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
TRANSFERS								
9130 TRANSFER TO TIF-PROPERTY TAXES	-	-	196,100	-	-	-	-	0.00%
9140 TRANSFER TO GOLF FUND	-	-	-	-	-	111,019	100,998	0.00%
9150 TRANSFER TO BETTER PLACE FUND	-	-	-	-	630,953	630,953	-	0.00%
9160 TRANSFER TO AIRPORT FUND	-	-	-	-	-	80,439	103,312	0.00%
DEPARTMENT TOTAL	-	-	196,100	-	630,953	822,411	204,310	0.00%
DEPARTMENT NAME/# Contingencies: 001-82-581		CONTINGENCIES						
EXPENDITURE OBJECT #/NAME								
CONTINGENCIES								
9900 GENERAL CONTINGENCY	-	-	-	94,624	-	-	62,000	-34.48%
9901 CONTINGENCY FOR GOLF COURSE FU	-	-	164,268	76,613	-	-	-	-100.00%
9902 HEALTH INSURANCE CONTINGENCY	-	-	-	-	-	-	-	0.00%
9903 CONTINGENCY FOR AIRPORT FUND	-	-	-	99,108	-	-	-	-100.00%
DEPARTMENT TOTAL	-	-	164,268	270,345	-	-	62,000	-77.07%
TOTAL EXPENDITURES	7,456,595	7,876,951	8,350,020	9,921,971	4,629,134	9,888,914	9,481,002	-4.44%
DEPARTMENT NAME/# Reserves: 001-83-581		RESERVES						
EXPENDITURE OBJECT #/NAME								
RESERVES								
9900 OPERATING CASH RESERVE	-	-	482,009	408,061	1,986,019	1,010,464	754,623	84.93%
9901 EVIDENCE FUND RESERVE	-	-	-	1,483	499	-	-	-100.00%
9902 LOT DEMOLITION/CLEANUP RESERVE	-	-	19,415	21,671	19,468	20,634	22,734	4.91%
9903 IMPACT FEES-POLICE RESERVE	-	-	-	-	-	-	-	0.00%
9904 IMPACT FEES-FIRE RESERVE	-	-	-	5,841	5,841	5,841	5,841	0.00%
9908 RIVERFRONT PLAYGROUND RESERVE	-	-	5,000	5,000	5,000	5,000	5,000	0.00%
9909 SPECIAL CEMETERY RESERVE	-	-	122,153	105,365	97,740	102,435	113,005	7.25%
9910 SPECIAL POLICE RESERVE	-	-	33,346	61,871	52,641	51,285	51,285	-17.11%
9911 CANINE PURCHASE RESERVE	-	-	3,053	278	278	278	278	0.00%
9912 HAND GUN CLASSES RESERVE	-	-	72	4,682	3,922	5,922	10,122	116.19%
9913 FIRE PUBLIC EDUCATION RESERVE	-	-	5,939	10,254	26,856	12,254	12,254	19.50%
9915 CRIME PREVENTION RESERVE	-	-	1,259	1,259	1,259	1,259	1,259	0.00%
9917 BLOOD SCREENING RESERVE	-	-	1,260	1,260	1,260	1,260	1,260	0.00%
9918 WOMENS SELF-DEFENSE CLASS RESE	-	-	386	556	556	556	556	0.00%
9919 RED LIGHT CAMERA REVENUE RESER	-	-	109,097	344,216	240,755	153,281	285,584	-17.03%
DEPARTMENT TOTAL	-	-	782,989	971,797	2,442,095	1,370,469	1,263,801	30.05%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	7,456,595	7,876,951	9,133,009	10,893,768	7,071,229	11,259,383	10,744,803	-1.37%

Better Place Fund

FUND TITLE/FUND # *Better Place Fund: 101*								
REVENUE OBJECT #/TITLE	**ACTUAL 2012**	**ACTUAL 2013**	**BUDGET 2013**	**BUDGET 2014**	**ACTUAL 2014**	**PROJECTED 2014**	**BUDGET 2015**	**INCREASE/ DECREASE**
312 LOCAL OPTION, USE & FUEL TAXES								
312-6-0000 DISCRETIONARY SALES SURTAX	683,697	699,302	710,864	695,762	355,800	696,843	686,390	-1.35%
Total	683,697	699,302	710,864	695,762	355,800	696,843	686,390	-1.35%
331/333/334/337 STATE/FEDERAL/LOCAL GRANTS								
331-3-1000 ENERGY GRANT AR5027	-	-	-	-	-	-	-	0.00%
331-5-2000 HUD DOWNTOWN PARKING/STREETSCA	192,526	-	-	-	-	-	-	0.00%
331-2-5501 USDA FIRE TRUCK	-	150,000	150,000	-	-	-	-	0.00%
331-2-5502 USDA PRICE MARTIN RESTROOMS	-	25,215	32,000	6,290	-	6,785	-	-100.00%
331-7-7000 FWC BOAT RAMP IMPROVEMENTS-FED	-	-	37,979	776,489	-	776,489	-	-100.00%
331-7-7001 WATER TAXI TERMINAL FACILITY	-	-	-	309,446	-	49,300	259,700	-16.08%
331-7-7002 USDA LARIMER ROOF REPAIR, WEATHERIZATI	-	-	-	48,500	-	-	-	-100.00%
334-1-1100 HAZARD-CRILL/MOSELEY 137-R	-	-	-	-	-	-	-	0.00%
334-1-3000 CRILL & MOSELEY #1561-137-A	-	-	-	-	-	-	-	0.00%
334-1-3001 ST JOHNS AVE 11HM-3H-04-64-02-	-	-	-	-	-	-	-	0.00%
334-1-3002 ST JOHNS/7TH/OAK ST 11HM-3E-04	-	-	-	-	-	-	-	0.00%
334-1-3003 URBAN FORESTRY 2010 GRANT	-	-	-	-	-	-	-	0.00%
334-1-3004 FEMA ST JOHNS 18TH TO 16TH AND OAK 184	-	-	-	223,759	-	195,705	97,852	-56.27%
334-1-3005 FEMA 178S-43-R	-	-	-	184,704	-	185,197	92,599	-49.87%
334-4-9000 FDOT AQ605 RIVERBOAT REFURBISH	250,000	-	-	250,000	-	250,000	150,000	-40.00%
334-3-8000 GP ENVIRONMENTAL CENTER	-	18,038	21,110	781,962	-	100,000	681,962	-12.79%
334-7-7002 FLORIDA HUMANITIES COUNCIL-BARTRAM TF	-	6,750	7,948	8,250	-	8,250	-	-100.00%
337-3-0001 PUTNAM COUNTY-DERELICT VESSEL	-	-	-	36,250	-	36,250	-	-100.00%
337-7-0001 PUTNAM COUNTY-DOCKS	-	-	-	-	-	-	175,000	0.00%
Total	442,526	200,003	249,037	2,625,650	-	1,607,976	1,457,113	-44.50%
364 DISPOSITION OF FIXED ASSETS								
364-0-1000 Frank George Property Sale Pro	-	-	-	-	163,000	163,000	-	0.00%
Total	-	-	-	-	163,000	163,000	-	0.00%
381 TRANSFERS IN								
381-0-1000 TRANSFER FROM TAX INCREMENT	211,232	300,000	300,000	-	-	150,000	111,592	0.00%
381-0-1100 TRANSFER FROM CDBG FUND 50	522,237	-	-	-	-	-	-	0.00%
381-0-1200 TRANSFER FROM GENERAL FUND	-	-	-	-	630,953	491,638	-	0.00%
Total	733,468	300,000	300,000	-	630,953	641,638	111,592	0.00%
384 DEBT PROCEEDS								
384-0-1000 LOAN PROCEEDS	-	23,333	23,334	-	-	-	-	0.00%
Total	-	23,333	23,334	-	-	-	-	0.00%
TOTAL OPERATING & OTHER REVENUES	1,859,691	1,222,639	1,283,235	3,321,412	1,149,754	3,109,457	2,255,095	-32.10%
CASH BALANCE FORWARD								
301-0-1007 BETTER PLACE BALANCE FORWARD	-	-	531,492	634,343	-	-	60,650	-90.44%
Total	-	-	531,492	634,343	-	-	60,650	-90.44%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	1,859,691	1,222,639	1,814,727	3,955,755	1,149,754	3,109,457	2,315,745	-41.46%

Better Place Fund

FUND TITLE/FUND # *Better Place Fund: 101*								
DEPARTMENT NAME/# Better Place Plan: 101-18-519	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
OPERATING EXPENSES								
3100 ENGINEERING FEES	-	-	-	-	-	-	-	0.00%
3101 DEPT OF CORR-PRISON CREW	116,008	116,008	116,008	58,004	29,002	58,004	57,497	-0.87%
3102 ST. JOHNS AVE STREETSCAPE (ENGINEER	-	-	-	40,000	-	-	-	-100.00%
Total	116,008	116,008	116,008	98,004	29,002	58,004	57,497	-41.33%
CAPITAL OUTLAY								
6260 PRICE MARTIN	-	-	-	-	-	-	-	0.00%
6310 SIDEWALKS	-	-	-	90,000	6,694	20,000	-	-100.00%
6390 CITY DOCK IMPROVEMENTS	-	-	-	-	-	-	-	0.00%
6331 STREET BEAUTIFICATION	-	500	-	-	-	-		0.00%
6440 STREET	35,493	26,018	48,000	-	-	-	-	0.00%
6700 POLICE	-	-	-	-	-	-	-	0.00%
6450 GP ENVIRONMENTAL CENTER	18,038	3,071	3,071	781,962	55,723	100,000	700,000	-10.48%
6451 FLORIDA HUMANITIES COUNCIL-BARTRA	-	7,947	7,948	15,620	8,738	15,620	-	-100.00%
6452 RIVER STREET STRIPING	-	-	-	4,320	-	4,320	-	-100.00%
6453 LAUREL STREET STRIPING	-	-	-	1,400	-	-	-	-100.00%
6454 AMPHITHEATER IMPROVEMENTS	-	-	-	15,000	15,980	17,072	4,500	-70.00%
Total	53,532	37,537	59,019	908,302	87,135	157,012	704,500	-22.44%
DEBT SERVICE								
7103 FRANK GEORGE INFRASTRUCTURE	266,667	266,667	266,667	248,000	411,000	411,000	262,000	5.65%
7203 FRANK GEORGE INFRASTRUCTURE	124,560	110,720	110,720	42,958	42,958	42,958	33,217	-22.68%
7104 PRINCIPAL-SUTPHEN FIRE TRUCK	-	54,048	54,048	54,048	27,714	54,048	58,320	7.90%
7204 INTEREST-SUTPHEN FIRE TRUCK	-	21,848	21,848	21,848	10,235	21,848	17,577	-19.55%
7303 FRANK GEORGE INFRASTRUCTURE	-	22,931	23,334	-	-	-	-	0.00%
Total	391,227	476,214	476,617	366,854	491,906	529,854	371,114	1.16%
GRANT MATCHES								
6320 RIVERFRONT/PIER IMP GRANT	9,089	-	-	-	-	-	-	0.00%
6340 TEMPORARY DOCKING	-	-	-	-	-	-	-	0.00%
6350 RIVERBOAT REFURBISHEMENT-100%	250,000	3,375	-	280,081	79,297	180,081	100,000	-64.30%
8100 URBAN FORESTRY 2010 GRANT	-	-	-	-	-	-	-	0.00%
8110 ST JOHNS & 15TH ST DRAINAGE	286	-	-	-	-	-	-	0.00%
8120 ST JOHNS & 7TH & OAK ST DRAINA	-	-	-	-	-	-	-	0.00%
8121 FEMA ST JOHNS 18TH TO 16TH AND OAK	-	-	-	295,666	8,737	260,939	130,470	-55.87%
8122 FEMA 1785-43-R	-	-	-	246,272	-	246,929	123,465	-49.87%
8130 CRILL AND MOSELEY DRAINAGE	-	-	-	-	-	-	-	0.00%
8910 DOWNTOWN PARKING/STREETSCAPE C	874,151	15,000	-	-	-	-	-	0.00%
6351 BOAT RAMP PARKING IMPROVEMENTS	1,300	37,978	37,979	1,019,631	7,213	1,371,297	400,000	-60.77%
6352 WATER TAXI TERMINAL FACILITY	-	-	-	309,446	6,348	49,300	259,700	-16.08%
8920 PRICE MARTIN RESTROOM USDA GRA	5,872	64,997	77,930	6,290	-	6,785	-	-100.00%
8921 FIRE TRUCK USDA	-	310,622	310,622	-	-	-	-	0.00%
8922 USDA LARIMER ROOF REPAIR, WEATHER	-	-	-	97,000	-	-	-	-100.00%
8923 DERELICT VESSEL REMOVAL	-	-	-	36,250	25,250	36,250	-	-100.00%
Total	1,140,697	431,973	426,531	2,290,636	126,844	2,151,582	1,013,635	-55.75%
TRANSFERS								
9140 TRANSFER TO GOLF FUND-BETTER P	-	141,399	141,399	152,355	76,178	152,355	168,999	10.92%
Total	-	141,399	141,399	152,355	76,178	152,355	168,999	10.92%
DEPARTMENT TOTAL	1,701,464	1,203,130	1,219,574	3,816,151	811,064	3,048,807	2,315,745	-39.32%
TOTAL EXPENDITURES	1,701,464	1,203,130	1,219,574	3,816,151	811,064	3,048,807	2,315,745	-39.32%
RESERVES								
9907 BETTER PLACE RESERVE	-	-	595,153	139,604	338,690	60,650	-	-100.00%
DEPARTMENT TOTAL	-	-	595,153	139,604	338,690	60,650	-	-100.00%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	1,701,464	1,203,130	1,814,727	3,955,755	1,149,754	3,109,457	2,315,745	-41.46%

Airport Fund

FUND TITLE/FUND # *Airport Fund: 005*								
REVENUE OBJECT #/TITLE	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
FEDERAL GRANTS								
389-2-8100 FAA RUNWAY 9/27 21-2011	3,367,076	200,607	200,609	-	-	-	-	0.00%
389-2-8101 FAA TAXIWAY C REHAB	121,500	997,318	997,313	-	-	-	-	0.00%
389-2-8102 FAA GENERAL AVIATION	-	-	-	-	-	-	-	0.00%
Total	3,488,576	1,197,925	1,197,922	-	-	-	-	0.00%
STATE GRANTS								0.00%
389-3-8000 BEACON GRANT	684	684	684	-	342	513	-	0.00%
389-3-8400 FDOT GRANT AQ825	67,292	-	-	-	-	-	-	0.00%
389-3-8500 FDOT GRANT AQ799	88,617	4,654	4,654	-	-	-	-	0.00%
389-3-8600 FDOT GRANT AQ418	59,770	-	-	-	-	-	-	0.00%
389-3-8700 FDOT GRANT AQ837	40,380	133,509	133,509	-	-	-	-	0.00%
389-3-8800 FDOT GRANT AQ838	120,000	-	-	-	-	-	-	0.00%
389-3-8900 FDOT GRANT AQG14	255,753	109,247	109,247	-	-	-	-	0.00%
389-3-8901 FDOT GRANT AQS66 TAXIWAY C REH	6,750	55,406	55,406	-	-	-	-	0.00%
389-3-8902 FDOT GRANT-SOUTH AIRPORT DRAIN	-	2,000	2,000	80,000	-	99,360	-	-100.00%
389-3-8903 FDOT GENERAL AVIATION	-	-	-	-	-	-	-	0.00%
389-3-8904 FDOT REDI HANGARS	-	-	-	400,000	-	65,000	752,462	88.12%
389-3-8905 NORTH APRON EXPANSION	-	-	-	-	-	63,225	170,775	0.00%
Total	639,246	305,501	305,500	480,000	342	228,098	923,237	92.34%
TOTAL GRANTS	4,127,822	1,503,426	1,503,422	480,000	342	228,098	923,237	92.34%
OPERATING REVENUES								
344-0-1900 LAND LEASE	(818)	-	-	-	-	-	-	0.00%
344-1-1010 100 LL AVIATION FUEL	452,881	431,501	432,000	478,092	159,117	370,000	455,000	-4.83%
344-1-1020 JET A AVIATION FUEL	171,012	200,978	182,000	175,000	100,010	190,000	190,000	8.57%
344-1-1030 DONATIONS-FLY-IN EVENT	-	8,051	7,988	9,000	5,487	6,500	7,000	-22.22%
344-1-1200 TIE DOWN FEES/VEHICLE PARKING	3,030	2,906	3,000	3,425	1,777	3,500	3,500	2.19%
344-1-1400 VENDING	1,860	2,003	1,500	2,400	899	1,800	2,000	-16.67%
344-1-1700 AVIATION LUBRICANTS	2,478	3,092	2,000	2,400	1,162	2,400	2,400	0.00%
344-1-1800 MERCHANDISE SALES	2,518	1,901	2,400	2,400	1,862	3,600	3,600	50.00%
362-0-1000 HANGAR RENTALS	213,311	232,537	238,929	236,548	104,369	226,500	240,500	1.67%
362-0-2000 LAND LEASE	4,212	3,888	3,888	3,888	1,620	3,888	3,888	0.00%
362-0-3000 BUILDING RENTAL	1,132	8,739	7,200	9,850	2,605	4,500	13,400	36.04%
362-0-4000 OFFICE RENTAL	12,000	9,000	9,000	-	-	-	-	0.00%
Total	863,616	904,597	889,905	923,003	378,909	812,688	921,288	-0.19%
OTHER REVENUES								
364-0-1000 SURPLUS EQUIPMENT-AIRPORT	-	3,365	-	-	-	-	2,500	0.00%
365-0-1000 SALE OF SURPLUS MATERIALS-MILLINGS	127,470	24,320	50,000	5,000	-	70,920	-	-100.00%
365-0-1001 SALE OF SURPLUS LAND	-	62,409	60,000	-	-	-	5,000	0.00%
365-0-1002 SALE OF SURPLUS MATERIAL-OTHER	-	6,890	6,890	-	224	-	-	0.00%
365-0-1003 SALE OF SURPLUS MATERIAL-SAND	-	-	-	25,000	-	-	25,000	0.00%
369-9-1000 MISCELLANEOUS REVENUES	2,094	2,341	3,000	1,500	882	1,546	1,500	0.00%
369-9-1002 ADVERTISING REVENUES	-	-	-	-	-	-	1,600	0.00%
369-9-2000 REFUNDS/REIMBURSEMENTS	825	-	-	-	-	1,000	-	0.00%
369-9-3000 LATE FEES	(729)	(241)	-	-	-	-	-	0.00%
369-9-1001 E-Payables Revenue Share	-	468	-	500	170	317	325	-35.00%
Total	129,661	99,553	119,890	32,000	1,276	73,783	35,925	12.27%
TRANSFERS								
389-9-0001 TRANSFER FROM GENERAL FUND	-	-	-	-	-	80,439	100,998	0.00%
Total	-	-	-	-	-	80,439	100,998	0.00%
LOAN PROCEEDS								
383-0-1000 LOAN PROCEEDS	-	-	23,683	-	-			0.00%
Total	-	-	23,683	-	-	-	-	0.00%
TOTAL REVENUES	5,121,098	2,507,576	2,536,900	1,435,003	380,527	1,195,008	1,981,448	38.08%
CASH BALANCE FORWARD								0.00%
301-0-0000 OPERATING CASH BALANCE FORWARD	-	-	(86,764)	(209,374)	(209,374)	(209,374)	(209,374)	0.00%
302-0-0000 SURPLUS LAND BALANCE FORWARD	-	-	-	-	-	-	-	0.00%
Total	-	-	(86,764)	(209,374)	(209,374)	(209,374)	(209,374)	0.00%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	5,121,098	2,507,576	2,450,136	1,225,629	171,153	985,634	1,772,074	44.58%

Airport Fund

FUND TITLE/FUND # *Airport Fund: 005*								
DEPARTMENT NAME/# Airport: 005-05-542	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1200 REGULAR SALARIES	98,546	108,555	100,377	110,613	56,091	113,455	113,426	2.54%
1210 ACCRUED SALARIES	538	2,802	-	-	-			0.00%
1400 OVERTIME	670	971	-	1,500	568	1,200	1,200	-20.00%
2100 FICA TAX EXPENSE	7,583	8,370	7,679	8,577	4,309	8,707	9,086	5.93%
2200 RETIREMENT EXPENSE	17,971	22,513	21,497	23,377	11,965	23,709	19,670	-15.86%
2300 HEALTH AND LIFE INSURANCE	1,201	920	400	410	401	802	837	104.15%
2400 WORKERS COMP	3,529	3,393	3,393	2,784	2,092	2,787	2,700	-3.02%
2500 UNEMPLOYMENT COMP	-	-	-	-	-	-	-	0.00%
Total	130,039	147,525	133,346	147,261	75,426	150,660	146,919	-0.23%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	11,395	9,512	1,550	2,575	651	850	503	-80.47%
3120 PHYSICALS	510	190	190	190	-	95	95	-50.00%
3200 ACCOUNTING AND AUDITING	1,175	1,175	1,175	1,175	762	1,199	5,682	383.57%
4020 SCHOOLING, CONFERENCE, ETC	83	25	-	500	-	700	500	0.00%
4100 COMMUNICATIONS SERVICES	4,827	4,682	4,500	4,500	2,603	4,600	4,600	2.22%
4200 POSTAGE AND FREIGHT	82	208	100	100	104	200	215	115.00%
4310 NATURAL GAS	188	292	300	300	194	300	300	0.00%
4320 ELECTRICITY	12,459	15,223	12,000	13,000	6,546	13,500	14,000	7.69%
4330 UTILITIES-WATER	2,772	4,240	2,800	4,200	1,514	3,200	3,200	-23.81%
4340 CREDIT CARD FEES	22,135	23,114	19,000	24,000	9,598	21,500	22,000	-8.33%
4400 RENTALS AND LEASES	9,870	6,450	5,600	-	-	-	-	0.00%
4500 LIABILITY INSURANCE	16,129	25,315	24,501	25,293	18,477	24,216	23,810	-5.86%
4610 BUILDING/HANGAR MAINTENANCE	11,312	2,785	2,650	8,000	4,226	8,000	8,000	0.00%
4620 EQUIPMENT/FIELD MAINTENANCE	8,313	11,370	8,400	8,500	3,778	9,000	9,000	5.88%
4630 VEHICLE MAINTENANCE	834	449	1,300	872	135	875	2,000	129.36%
4640 RADIO MAINTENANCE	2,428	55	300	100	-	100	100	0.00%
4680 GROUNDS LANDSCAPING	48,844	48,000	48,000	48,000	24,000	48,000	48,000	0.00%
4700 PRINTING AND BINDING	114	75	100	100	-	-	-	-100.00%
4800 ADVERTISING	2,212	2,208	2,300	2,000	663	4,000	3,600	80.00%
4920 LAND TAX	2,417	2,558	2,750	2,700	-	2,750	2,750	1.85%
5100 OFFICE SUPPLIES	496	581	650	650	378	650	650	0.00%
5170 100LL FUEL	407,890	385,959	368,947	410,000	72,168	320,000	415,000	1.22%
5180 JET A FUEL	131,703	146,974	137,814	140,000	53,530	143,300	140,000	0.00%
5190 LOSS ON FUEL	-	-	-	-	-	-	-	0.00%
5200 FLY-IN EVENT-DONATIONS	-	7,025	7,988	10,026	3,291	7,000	7,000	-30.18%
5210 AIRPORT VEHICLE GAS	3,045	3,815	2,900	1,000	945	1,500	1,000	0.00%
5220 GENERAL MERCHANDISE	5,361	3,652	2,100	4,400	4,642	7,000	6,000	36.36%
5230 JANITORIAL SUPPLIES	666	736	750	800	412	800	850	6.25%
5260 UNIFORMS	586	67	240	100	-	-	-	-100.00%
5280 OPERATING SUPPLIES	4,439	2,009	3,300	2,500	442	2,500	1,500	-40.00%
5400 MEMBR,SUBSCRIPT,DUES	559	177	200	450	477	777	750	66.67%
5900 DEPRECIATION	683,503	734,177	-	-	-	-	-	0.00%
Total	1,396,346	1,443,099	662,405	716,031	209,536	626,612	721,105	0.71%
CAPITAL OUTLAY								
6210 EQUIPMENT BLDG-FUEL FARM UPGRA	-	-	-	-	-	-	-	0.00%
6215 BUILDING B-2 AQ837	-	-	134,089	-	-	-	-	0.00%
6270 REDI-SECURITY UPGRADES AQ418	-	-	-	-	-	-	-	0.00%
6280 RUNWAY 9-27 FDOT-AQ799 FAA-21	-	-	211,167	-	-	-	-	0.00%
6360 MASTER PLAN UPDATE	-	-	-	-	-	-	-	0.00%
6370 FDOT STORMWTR-KAY LARKIN AIRPT	(16,472)	-	-	-	-	-	-	0.00%
6400 CAPITAL OUTLAY	3,610	-	-	-	-	-	-	0.00%
6285 MAIN ACCESS ROAD REHAB AQ614	-	-	51,988	-	-	-	-	0.00%
6286 FUEL TRUCK PURCHASE AQG14	-	-	60,000	-	-	-	-	0.00%
6290 SECURITY SYSTEM AQ838	-	-	-	-	-	-	-	0.00%
6291 TAXIWAY C REHAB	-	-	1,108,125	-	29	-	-	0.00%

Airport Fund

FUND TITLE/FUND # *Airport Fund: 005*								
DEPARTMENT NAME/# Airport: 005-05-542	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
6292 FDOT GRANT-SOUTH AIRPORT DRAIN	-	-	2,500	100,000	-	100,000	-	-100.00%
6293 GENERAL AVIATION PROJECT	-	-	-	-	26,992	-	-	0.00%
6294 FDOT REDI HANGARS	-	-	-	400,000	-	65,000	752,462	88.12%
6295 NORTH APRON EXPANSION	-	-	-	-	-	70,250	189,750	0.00%
Total	(12,862)	-	1,567,869	500,000	27,021	235,250	942,212	88.44%
DEBT SERVICE								
7110 LOAN #307 TERMINAL	-	-	50,336	-	-	-	-	0.00%
7120 THANGAR #315	-	-	33,025	-	-	-	-	0.00%
7210 LOAN #307 TERMINAL	44,632	22,356	22,357	-	-	-	-	0.00%
7220 T HANGAR #315	39,650	19,861	19,862	-	-	-	-	0.00%
7111 SERIES 2013C TERMINAL	-	-	43,000	90,000	24,000	90,000	84,000	-6.67%
7121 SERIES 2013B T-HANGAR	-	-	17,000	53,000	45,000	53,000	52,000	-1.89%
7211 SERIES 2013C TERMINAL	-	9,598	9,536	20,773	9,583	20,773	18,524	-10.83%
7221 SERIES 2013B T-HANGAR	-	8,470	8,415	18,713	10,675	18,713	16,688	-10.82%
7311 SERIES 2013C TERMINAL	-	13,448	14,545	-	-	-	-	0.00%
7321 SERIES 2013B T-HANGAR	-	8,041	9,138	-	-	-	-	0.00%
Total	84,282	81,774	227,214	182,486	89,258	182,486	171,212	-6.18%
TOTAL EXPENDITURES	1,597,805	1,672,398	2,590,834	1,545,778	401,241	1,195,008	1,981,448	28.18%
TRANSFERS, CONT, RESERVES								
9900 CONTINGENCY/RESERVE	-	-	(140,698)	(320,149)	(230,089)	(209,374)	(209,374)	-34.60%
9501 BAD DEBT EXPENSE	25,337	-	-	-	-	-	-	0.00%
Total	25,337	-	(140,698)	(320,149)	(230,089)	(209,374)	(209,374)	-34.60%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	1,623,142	1,672,398	2,450,136	1,225,629	171,153	985,634	1,772,074	44.58%

Utility Fund

FUND TITLE/FUND # *Utility Fund: 041*								
REVENUE OBJECT #/TITLE	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
GRANTS								
331-3-3901 FEMA-T/S DEBBY 13-DB-73-04-64-	-	10,374	-	-	-	-	-	0.00%
334-3-3901 FEMA (STATE) T/S DEBBY 13-DB-7	-	1,729	-	-	-	-	-	0.00%
389-2-2000 ENERGY GRANT ARS027	1,119,425	-	-	-	-	-	-	0.00%
389-4-1200 SJRWMD GRANT (REUSE)	1,367,864	-	-	-	-	221,169	-	0.00%
389-7-1001 SJRWMD COST SHARE CONTRACT #26	-	-	-	14,173	-	14,173	-	-100.00%
Total	2,487,289	12,103	-	14,173	-	235,342	-	-100.00%
CHARGES FOR SERVICES								
343-6-1000 WATER SALES	1,549,794	2,000,983	1,983,000	2,152,905	1,045,286	2,092,687	2,092,687	-2.80%
343-6-1010 WATER TAPS & RENEWALS	45,159	19,302	11,658	32,650	5,615	13,460	17,920	-45.11%
343-6-1015 WATER TAPS & RENEWALS (REUSE)	-	3,420	-	-	-	-		0.00%
343-6-1020 SERVICE CHARGES	2,612	1,452	3,984	1,000	204	564	550	-45.00%
343-6-1030 SERVICE CHARGES (CASH)	18,811	15,600	18,680	16,800	8,646	17,064	17,064	1.57%
343-6-1040 PENALTIES	51,055	52,404	50,500	64,500	34,888	68,097	68,097	5.58%
343-6-1060 WATER REPLACEMENT FEES	309,960	-	-	-	-	-	-	0.00%
343-6-3000 SEWER SERVICE REVENUE	1,499,051	1,860,338	1,845,000	2,020,577	1,002,557	2,004,640	2,004,640	-0.79%
343-6-3010 SEWER TAPS/RENEWALS	5,925	2,425	5,050	17,000	3,310	7,064	11,514	-32.27%
343-6-3020 SEPTIC DUMPING (WWTP)	59,983	52,979	57,756	64,900	36,623	88,996	88,996	37.13%
343-6-3030 SEWER REPLACEMENT FEES	295,717	-	-	-	-	-	-	0.00%
343-6-4000 WATER IMPACT FEES	11,400	5,757	12,882	33,386	1,938	3,591	41,040	22.93%
343-6-4010 WATER IMPACT FEES (BILLED)	1,624	106	-	-	1,519	2,279	2,279	0.00%
343-6-5000 SEWER IMPACT FEES	30,144	10,549	35,461	88,007	3,550	7,649	89,829	2.07%
343-6-6000 ONE TIME LINE CHARGES	2,800	2,660	3,000	-	-	-	-	0.00%
Total	3,884,033	4,027,975	4,026,971	4,491,725	2,144,136	4,306,091	4,434,616	-1.27%
OTHER REVENUES								
361-0-7000 SERIES 2010A RESERVE FUND INTE	405	218	-	-	-	-	-	0.00%
361-1-3000 INTEREST-RATE STABILIZATION	-	-	-	-	-	-	-	0.00%
361-1-4000 INTEREST-2004 CLEAN WATER SRF	2	1	2	2	3	6	6	200.00%
361-1-6000 INTEREST-SERIES 2010A SINKING	24	15	8	8	19	38	38	375.00%
361-1-6100 INTEREST-SERIES 2010A ESCROW A	-	-	-	-	-	-	-	0.00%
361-1-6200 INTEREST-SERIES 2010A COST OF	-	-	-	-	-	-	-	0.00%
361-1-6300 INTEREST-SERIES 2010A REVENUE	-	-	-	-	-	-	-	0.00%
362-0-1000 COMMUNICATION TOWER LEASE	92,701	94,620	82,162	89,348	45,096	86,192	42,624	-52.29%
364-0-4900 SURPLUS EQUIPMENT-WATER	3,785	4,415	-	-	-	-	-	0.00%
369-0-3000 REFUNDS/REIMBURSEMENT	-	-	-	-	-	-	-	0.00%
369-9-1000 OTHER REVENUE	4,764	1,145	900	1,100	581	1,088	1,088	-1.09%
369-9-2000 REFUNDS/REIMBURSEMENTS	36,201	79	300	75	121	182	182	142.67%
369-9-3000 INSURANCE CLAIMS-WATER	621	8,750	5,450	-	-	12,000	-	0.00%
361-0-7001 SERIES 2010A PRINCIPAL FUND IN	-	7	-	-	-	-	-	0.00%
361-0-7002 SERIES 2010A REVENUE FUND INTE	19	14	-	-	-	-	-	0.00%
369-9-1001 E-Payables Revenue Share	-	730	-	1,000	570	1,213	1,213	21.30%
384-0-1000 LOAN PROCEEDS	(418)	-	-	-	-	-	-	0.00%
Total	138,103	109,995	88,822	91,533	46,390	100,719	45,151	-50.67%
TRANSFERS IN								
381-0-2000 TRANSFER FROM GAS AUTHORITY	250,000	-	-	-	-	-	-	0.00%
381-0-5000 TRANSFER FROM CDBG-FUND 50	2,680	-	-	-	-	-	-	0.00%
Total	252,680	-	-	-	-	-	-	0.00%
TOTAL REVENUES	6,762,106	4,150,073	4,115,793	4,597,431	2,190,526	4,642,152	4,479,767	-2.56%
CASH BALANCE FOWARD								
301-1-0400 PLANT REPLACEMENT BAL FORWARD	-	-	-	-	-	-	-	0.00%
301-0-0100 CASH BALANCE FOWARD	-	-	239,012	120,350	120,350	120,350	298,191	147.77%
301-1-7000 FRUFC REBATE-CAP PROJECTS ONLY	-	-	8,095	8,095	8,095	8,095	8,095	0.00%
301-0-0101 WATER IMPACT FEES BALANCE FORW	-	-	4,560	10,317	10,317	10,317	16,187	56.90%
301-0-0102 SEWER IMPACT FEES BALANCE FORW	-	-	11,068	21,617	21,617	21,617	29,266	35.38%
Total	-	-	262,735	160,379	160,379	160,379	351,739	119.32%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	6,762,106	4,150,073	4,378,528	4,757,810	2,350,905	4,802,531	4,831,506	1.55%

Utility Fund

FUND TITLE/FUND # *Utility Fund: 041*								
DEPARTMENT NAME/# Water Plant: 041-11-533	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1200 REGULAR SALARIES	279,231	290,812	286,629	282,765	137,777	278,336	291,367	3.04%
1210 ACCRUED SALARIES	3,811	(13,453)	-	-	-	-	-	0.00%
1310 HOLIDAY PAY	6,701	6,915	5,500	5,500	3,802	7,045	5,500	0.00%
1400 OVERTIME	35,323	44,520	31,000	25,000	11,325	23,000	25,000	0.00%
2100 FICA TAX EXPENSE	23,349	24,887	24,102	23,965	10,865	23,965	22,192	-7.40%
2200 RETIREMENT EXPENSE	52,862	72,334	69,959	76,064	41,131	76,064	68,471	-9.98%
2300 HEALTH AND LIFE INSURANCE	33,303	30,609	34,510	48,965	21,103	48,965	48,976	0.02%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	8,507	8,507	7,741	4,755	7,741	-	-100.00%
2400 WORKERS COMP	9,340	7,229	7,229	7,088	5,312	7,088	6,763	-4.59%
Total	443,920	472,359	467,436	477,088	236,070	472,205	468,269	-1.85%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	36,379	40,411	39,684	39,500	31,213	39,500	40,380	2.23%
3120 PHYSICALS	-	225	210	210	141	141	210	0.00%
3460 RAILROAD CROSSING MAINTENANCE	-	135	190	-	-	-	-	0.00%
4020 SCHOOLING, CONFERENCE, ETC	504	425	550	550	125	550	550	0.00%
4100 COMMUNICATIONS SERVICES	4,815	2,960	3,000	2,800	1,185	2,500	2,800	0.00%
4200 POSTAGE AND FREIGHT	-	-	200	200	48	100	200	0.00%
4320 ELECTRICITY	148,110	143,736	150,000	150,000	63,492	132,492	150,000	0.00%
4500 LIABILITY INSURANCE	12,212	49,069	48,573	48,576	37,040	49,317	44,626	-8.13%
4610 BUILDING MAINTENANCE	2,682	8,095	1,500	1,500	368	1,500	2,000	33.33%
4620 EQUIPMENT MAINTENANCE	44,043	40,515	35,000	60,000	41,457	76,000	75,000	25.00%
4630 VEHICLE MAINTENANCE	99	95	600	600	-	500	600	0.00%
5100 OFFICE SUPPLIES	557	541	600	600	161	550	600	0.00%
5210 GAS AND LUBRICANTS	1,782	1,904	2,500	2,675	339	2,675	2,675	0.00%
5230 JANITORIAL SUPPLIES	892	958	1,000	1,000	392	900	1,000	0.00%
5250 SMALL TOOLS	-	45	50	50	-	50	50	0.00%
5260 UNIFORMS	1,441	1,399	1,400	1,400	447	1,000	1,400	0.00%
5270 CHEMICALS AND FERTILIZERS	328,570	234,726	324,810	300,000	88,211	225,000	275,000	-8.33%
5280 OPERATING SUPPLIES	3,569	2,709	3,375	3,375	634	3,000	3,375	0.00%
5400 MEMBR,SUBSCRIPT,DUES	395	395	500	500	410	500	500	0.00%
5900 DEPRECIATION	608,293	323,151	-	-	-	-	-	0.00%
Total	1,194,343	851,492	613,742	613,536	265,663	536,275	600,966	-2.05%
CAPITAL OUTLAY								
6400 CAPTIAL OUTLAY	-	3,294	3,183	7,000	-	7,000	32,000	357.14%
6380 WELL UPGRADES	-	-	65,817	40,000	-	-	40,000	0.00%
6450 CAPITAL IMPROVEMENTS	-	-	-	18,500	-	17,420	-	-100.00%
Total	-	3,294	69,000	65,500	-	24,420	72,000	9.92%
DEPARTMENT TOTAL	1,638,263	1,327,145	1,150,178	1,156,124	501,733	1,032,900	1,141,235	-1.29%

Utility Fund

FUND TITLE/FUND # *Utility Fund: 041*								
DEPARTMENT NAME/# Sewer Plant: 041-12-535	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1200 REGULAR SALARIES	354,599	311,748	337,453	310,712	159,750	320,305	343,562	10.57%
1210 ACCRUED SALARIES	(15,099)	5,102	-	-	-		-	0.00%
1310 HOLIDAY PAY	4,551	4,817	7,000	5,200	3,353	4,819	5,200	0.00%
1400 OVERTIME	6,341	8,695	15,000	15,000	2,618	6,000	15,000	0.00%
2100 FICA TAX EXPENSE	26,142	22,931	27,559	25,315	11,376	22,506	25,315	0.00%
2200 RETIREMENT EXPENSE	61,706	82,580	81,814	83,582	44,317	88,107	80,737	-3.40%
2300 HEALTH AND LIFE INSURANCE	48,245	53,535	49,882	82,684	38,115	77,574	84,994	2.79%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	15,119	15,119	16,348	10,043	10,043	-	-100.00%
2400 WORKERS COMP	12,814	6,616	6,616	5,404	4,049	5,398	5,973	10.53%
Total	499,299	511,142	540,443	544,245	273,620	534,753	560,781	3.04%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	13,659	6,719	12,000	12,000	4,597	12,800	41,434	245.28%
3110 LAB/TESTING	32,261	39,018	35,000	35,000	13,454	35,000	37,000	5.71%
3120 PHYSICALS	375	809	600	250	-	-	250	0.00%
3460 RAILROAD CROSSING MAINTENANCE	653	519	520	-	-	500	500	0.00%
4020 SCHOOLING, CONFERENCE, ETC	229	940	1,500	1,500	366	1,500	2,300	53.33%
4100 COMMUNICATIONS SERVICES	11,184	2,541	3,000	1,100	839	1,900	2,000	81.82%
4200 POSTAGE AND FREIGHT	973	1,972	1,950	1,800	738	1,600	1,800	0.00%
4310 NATURAL GAS	13,551	19,555	19,800	20,000	14,424	28,000	25,000	25.00%
4320 ELECTRICITY	148,187	143,513	149,200	151,267	61,862	148,000	149,000	-1.50%
4400 RENTALS AND LEASES	19,606	15,588	16,850	15,000	9,118	15,500	16,000	6.67%
4500 LIABILITY INSURANCE	7,334	16,206	15,720	15,669	12,295	16,114	15,559	-0.70%
4510 INSURANCE CLAIMS	-	-	-	-	713	713	-	0.00%
4610 BUILDING MAINTENANCE	979	620	900	1,000	98	1,000	1,000	0.00%
4620 EQUIPMENT MAINTENANCE	46,349	54,372	56,500	45,000	30,458	70,000	74,210	64.91%
4630 VEHICLE MAINTENANCE	1,441	1,676	2,200	2,500	1,278	2,500	2,500	0.00%
4700 PRINTING AND BINDING	-	22	-	-	(22)	-	-	0.00%
5100 OFFICE SUPPLIES	1,021	1,414	1,500	1,500	49	1,400	2,800	86.67%
5210 GAS AND LUBRICANTS	10,186	11,574	9,500	9,500	3,783	10,000	10,000	5.26%
5230 JANITORIAL SUPPLIES	506	349	500	500	158	300	350	-30.00%
5260 UNIFORMS	6,129	6,095	5,300	5,100	2,073	5,000	5,000	-1.96%
5270 CHEMICALS	49,315	24,586	30,380	42,000	11,783	35,000	42,000	0.00%
5280 OPERATING SUPPLIES	4,064	6,003	8,000	8,000	5,530	11,500	8,000	0.00%
5400 MEMBR,SUBSCRIPT,DUES	94	-	-	-	-	-	-	0.00%
5900 DEPRECIATION	440,857	508,827	-	-	-	-	-	0.00%
Total	808,952	862,915	370,920	368,686	173,594	398,327	436,703	18.45%
CAPITAL OUTLAY								
6340 ENERGY GRANT	-	60,000	-	60,000	-	60,000	-	-100.00%
6350 REUSE W/W TREATMENT GRANT	-	-	-	-	-	70,030	-	0.00%
6351 ST JOHNS & SR19 REUSE LINE REPAIR	-	-	-	81,507	69,507	81,507	-	-100.00%
6352 WWTP SLUDGE COST ANALYSIS	-	-	-	25,450	-	25,450	-	-100.00%
6400 CAPTIAL OUTLAY	(5,000)	-	-	28,733	-	34,733	15,000	-47.80%
6450 CAPITAL IMPROVEMENTS	-	-	-	-	-	-	-	0.00%
6360 CDBG-JAMES A LONG PROJECT	-	-	-	-	-	-	-	0.00%
Total	(5,000)	60,000	-	195,690	69,507	271,720	15,000	-92.33%
DEPARTMENT TOTAL	1,303,251	1,434,056	911,363	1,108,621	516,721	1,204,800	1,012,484	-8.67%

Utility Fund

FUND TITLE/FUND # *Utility Fund: 041*								
DEPARTMENT NAME/# Water & Sewer Distribution: 041-13-536	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1100 EXECUTIVE SALARIES	54,547	53,498	54,547	56,047	28,006	56,047	57,385	2.39%
1200 REGULAR SALARIES	383,009	387,405	381,242	345,566	170,093	327,615	326,106	-5.63%
1210 ACCRUED SALARIES	4,397	5,411	-	-	-		-	0.00%
1400 OVERTIME	43,205	42,697	45,000	45,000	16,934	40,000	45,000	0.00%
2100 FICA TAX EXPENSE	33,242	33,161	36,398	34,163	14,343	29,614	34,166	0.01%
2200 RETIREMENT EXPENSE	94,469	116,543	116,909	96,301	44,123	88,656	90,120	-6.42%
2300 HEALTH AND LIFE INSURANCE	71,404	68,965	63,537	89,621	45,886	89,621	92,465	3.17%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	20,099	20,099	17,394	10,686	10,686	-	-100.00%
2400 WORKERS COMP	14,750	10,850	10,850	10,068	7,544	10,058	8,902	-11.58%
2410 WORKERS COMP CLAIM	-	-	-	-	-	-	-	0.00%
2500 UNEMPLOYMENT COMP	5,064	-	-	-	-	-	-	0.00%
Total	704,086	738,630	728,582	694,160	337,614	652,297	654,144	-5.76%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	6,132	5,708	5,660	6,500	3,161	6,500	8,109	24.75%
3120 PHYSICALS	(55)	50	150	2,400	1,031	1,980	300	-87.50%
4020 SCHOOLING, CONFERENCE, ETC	-	1,510	2,400	1,500	100	1,500	1,000	-33.33%
4100 COMMUNICATIONS SERVICES	2,660	2,070	2,700	3,000	873	1,850	2,500	-16.67%
4200 POSTAGE AND FREIGHT	112	27	40	40	-	40	40	0.00%
4310 NATURAL GAS	249	213	360	300	175	300	325	8.33%
4320 ELECTRICITY	2,212	2,311	2,250	2,100	795	1,600	2,000	-4.76%
4400 RENTALS AND LEASES	379	178	350	350	58	180	250	-28.57%
4500 LIABILITY INSURANCE	12,003	11,031	11,203	10,815	8,690	11,458	10,648	-1.54%
4510 INSURANCE CLAIMS	-	29,151	4,152	500	-	500	500	0.00%
4610 BUILDING MAINTENANCE	401	1,086	865	2,000	469	2,000	1,000	-50.00%
4620 EQUIPMENT MAINTENANCE	10,241	22,212	23,537	13,000	1,587	13,000	14,500	11.54%
4630 VEHICLE MAINTENANCE	11,703	14,921	11,400	12,000	5,181	12,000	13,500	12.50%
4640 RADIO MAINTENANCE	-	-	150	150	-	150	150	0.00%
4700 PRINTING AND BINDING	71	528	260	500	0	500	500	0.00%
5100 OFFICE SUPPLIES	185	141	200	300	117	300	350	16.67%
5210 GAS AND LUBRICANTS	36,431	39,006	32,500	32,500	7,826	29,000	32,500	0.00%
5230 JANITORIAL SUPPLIES	2,659	2,306	2,300	2,500	1,073	2,500	2,500	0.00%
5250 SMALL TOOLS	-	241	250	1,500	127	1,500	1,200	-20.00%
5260 UNIFORMS	4,744	4,607	4,500	5,500	1,634	3,600	4,000	-27.27%
5280 OPERATING SUPPLIES	7,510	6,733	9,265	6,500	3,442	6,500	6,500	0.00%
5330 PAVING MATERIALS	-	-	-	-	-	3,698	9,862	0.00%
5900 DEPRECIATION	289,229	287,075	-	-	-	-	-	0.00%
Total	386,865	431,103	114,492	103,955	36,338	100,656	112,234	7.96%
CAPITAL OUTLAY								
6300 METERS AND METER REPAIR	-	-	-	-	-	-	15,500	0.00%
6320 SEWER MATERIALS	5,051	4,970	5,000	5,000	143	5,000	5,000	0.00%
6330 PIPE AND FITTINGS	55,588	32,021	40,000	50,000	18,793	50,000	50,000	0.00%
6340 CONCRETE, FILL	92	491	500	500	15	500	500	0.00%
6400 CAPTIAL OUTLAY	3,020	39,995	40,000	61,550	7,036	61,495	7,400	-87.98%
6450 CAPITAL IMPROVEMENTS	4,371	-	-	-	-	11,000	75,000	0.00%
6452 CLEVELAND/TWIGG SANITARY MANHO	-	-	-	-	-	-	-	0.00%
6453 SR15 WATERMAIN EXTENSION-FAMIL	-	-	-	-	-	-	-	0.00%
6454 SR15/SR19/SR20 MEDIAN IRRIGATI	-	-	-	-	-	-	-	0.00%
6455 15TH & OAK LINE REPLACEMENT	-	-	-	-	-	-	-	0.00%
6470 ST JOHNS AVE RESURFACING	-	-	-	-	-	-	-	0.00%
Total	68,122	77,477	85,500	117,050	25,987	127,995	153,400	31.06%
DEPARTMENT TOTAL	1,159,073	1,247,210	928,574	915,165	399,940	880,948	919,778	0.50%

Utility Fund

FUND TITLE/FUND # *Utility Fund: 041*								
DEPARTMENT NAME/# Utility Administration: 041-29-536	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1200 REGULAR SALARIES	86,525	87,597	86,468	90,662	45,303	90,954	92,780	2.34%
1210 ACCRUED SALARIES	833	(1,001)	-	-	-	-	-	0.00%
1400 OVERTIME-Utility ADMIN	-	-	-	-	-	-	-	0.00%
2100 FICA TAX EXPENSE	6,262	6,286	6,615	6,936	3,213	6,450	6,936	0.00%
2200 RETIREMENT EXPENSE	18,689	23,300	23,001	24,388	12,186	24,467	21,803	-10.60%
2300 HEALTH AND LIFE INSURANCE	11,875	13,181	12,131	17,513	8,757	17,513	18,876	7.78%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	2,792	2,792	2,600	1,597	1,597	-	-100.00%
2400 WORKERS COMP	133	143	143	128	96	128	124	-3.13%
Total	124,317	132,298	131,150	142,227	71,152	141,109	140,519	-1.20%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	13,091	6,837	7,000	8,968	3,075	3,075	6,677	-25.55%
3120 PHYSICALS	-	-	90	-	-	-	-	0.00%
3200 ACCOUNTING AND AUDITING	26,858	32,000	27,000	27,000	14,433	27,000	12,500	-53.70%
4020 SCHOOLING, CONFERENCE, ETC	-	-	-	-	-	-	-	0.00%
4100 COMMUNICATIONS SERVICES	1,190	1,622	1,250	1,750	403	1,028	1,204	-31.20%
4200 POSTAGE AND FREIGHT	9,145	11,012	11,000	11,000	6,114	10,973	10,900	-0.91%
4310 NATURAL GAS	31	-	200	-	-	-	-	0.00%
4320 ELECTRICITY	3,387	3,676	3,600	1,800	637	1,300	1,296	-28.00%
4330 CREDIT CARD FEES	11,520	12,321	11,500	12,000	8,979	18,491	18,500	54.17%
4400 RENTALS AND LEASES	4,020	2,866	4,300	2,800	587	1,148	1,179	-57.89%
4500 LIABILITY INSURANCE	1,756	3,540	3,541	2,129	1,700	2,225	2,207	3.66%
4610 BUILDING MAINTENANCE	1,859	1,230	3,000	1,000	228	271	1,000	0.00%
4620 EQUIPMENT MAINTENANCE	16,219	20,709	17,800	17,900	13,481	15,381	15,918	-11.07%
4700 PRINTING AND BINDING	5,215	4,482	5,000	4,000	261	2,261	2,500	-37.50%
4900 REFUNDS	15	-	-	-	-	-	-	0.00%
5100 OFFICE SUPPLIES	2,009	271	2,000	700	347	629	700	0.00%
5230 JANITORIAL SUPPLIES	620	774	650	850	250	523	550	-35.29%
5280 OPERATING SUPPLIES	7,579	3,820	5,600	4,000	546	3,036	3,000	-25.00%
5900 DEPRECIATION	-	730	-	-	-	-	-	0.00%
Total	104,512	105,890	103,531	95,897	51,040	87,342	78,131	-18.53%
CAPITAL OUTLAY								
6401 CDBG MOSELEY & ST. JOHNS WATER	-	-	-	48,993	-	-	-	-100.00%
6402 WASTEWATER REUSE MASTER PLAN	-	-	-	28,347	-	28,347	-	-100.00%
Total	-	-	-	77,340	-	28,347	-	-100.00%
DEBT SERVICE								
7110 PRINCIPAL-2004 SRF LOAN	-	-	48,855	48,855	24,673	48,855	50,178	2.71%
7120 PRINCIPAL-DW541901	-	-	179,059	179,059	93,723	179,059	193,684	8.17%
7130 PRINCIPAL-SERIES 2010A	-	-	150,000	155,000	-	155,000	155,000	0.00%
7210 INTEREST-2004 SRF LOAN	5,615	4,967	4,967	4,967	2,238	4,967	3,644	-26.64%
7220 INTEREST-DW541901	105,894	101,146	105,894	105,894	48,753	105,894	91,269	-13.81%
7230 INTEREST-SERIES 2010A	318,938	316,028	316,038	312,663	156,331	312,663	309,175	-1.12%
7330 SERIES 2010A ISSUANCE COST/ADM	12,773	7,810	8,058	7,908	4,030	7,908	7,753	-1.96%
7320 AMORTIZATION EXPENSE	-	11,586	-	-	-	-	-	0.00%
Total	443,219	441,536	812,871	814,346	329,749	814,346	810,703	-0.45%
TRANSFERS								
9101 REIMB GENERAL FUND-ADMIN EXP	260,000	260,000	260,000	260,000	130,000	260,000	260,000	0.00%
9102 REIMB GOLF FUND-ELECTRICITY	-	5,000	5,000	1,000	-	1,000	-	-100.00%
Total	260,000	265,000	265,000	261,000	130,000	261,000	260,000	-0.38%
DEPARTMENT TOTAL	932,048	944,723	1,312,552	1,390,810	581,941	1,332,144	1,289,353	-7.29%
TOTAL EXPENDITURES	5,032,636	4,953,134	4,302,667	4,570,720	2,000,335	4,450,792	4,362,850	-4.55%

Utility Fund

FUND TITLE/FUND # *Utility Fund: 041*								
DEPARTMENT NAME/# Utility Administration: 041-29-536	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
CONTINGENCIES & RESERVES								
9901 CONTINGENCY/RESERVE	-	-	60,233	25,668	303,534	298,191	281,960	998.49%
9902 HEALTH INSURANCE CONTINGENCY	-	-	-	-	-	-	-	0.00%
9903 WATER IMPACT FEE CONTINGENCY/R	-	-	4,560	43,703	13,774	16,187	59,506	36.16%
9904 SEWER IMPACT FEE CONTINGENCY/R	-	-	11,068	109,624	25,167	29,266	119,095	8.64%
9905 FRUFC CAP PROJECTS CONTINGENCY/RE	-	-	-	8,095	8,095	8,095	8,095	0.00%
Total	-	-	75,861	187,090	350,570	351,739	468,656	150.50%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	5,032,636	4,953,134	4,378,528	4,757,810	2,350,905	4,802,531	4,831,506	1.55%

Golf Fund

FUND TITLE/FUND # *Golf Fund: 042*								
REVENUE OBJECT #/TITLE	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
OPERATING REVENUES								
·347-2-1000 USAGE FEES	146	17,580	21,875	19,550	15,534	25,500	27,670	41.53%
·347-2-1500 TWILIGHT GOLF	20,665	25,551	20,000	25,415	12,045	26,500	28,755	13.14%
·347-2-2000 NEW MEMBERSHIP DRIVE	2,591	-	-	-	-	-	-	0.00%
·347-2-2500 MISC REVENUE/SERVICE CHARGES	1,410	20	-	-	219	219	-	0.00%
·347-2-3000 DAILY GREEN FEES	194,693	215,980	209,500	236,750	130,704	235,000	255,000	7.71%
·347-2-3500 PREPAID GREEN FEES	72,623	105,417	78,000	115,147	60,603	100,650	109,216	-5.15%
·347-2-4000 PREPAID LOCKER FEES	1,166	900	1,800	1,369	1,440	1,800	1,953	42.66%
·347-2-4500 RENTALS-CITY CARTS	73,587	89,864	78,750	90,908	63,483	112,500	122,074	34.28%
·347-2-5000 DRIVING RANGE	19,878	22,953	23,500	24,047	8,813	16,000	17,362	-27.80%
·347-2-5500 BUILDING RENTAL	4,741	4,321	6,500	944	1,788	4,250	876	-7.20%
·347-2-6000 PRO SHOP SALES	81,418	96,025	79,000	88,757	56,334	105,000	113,936	28.37%
·347-2-6500 SNACK BAR SALES	72,830	74,550	86,000	64,773	43,035	77,500	15,978	-75.33%
·347-2-7000 BEER SALES	33,330	33,341	40,300	31,446	17,720	35,000	7,216	-77.05%
·347-2-7500 LIQUOR SALES	14,498	14,965	16,000	14,218	7,019	14,500	2,989	-78.98%
Total	593,578	701,468	661,225	713,324	418,737	754,419	703,025	-1.44%
GRANTS								
·331-5-0001 USDA GRANT	-	-	-	200,000	-	-	200,000	0.00%
Total	-	-	-	200,000	-	-	200,000	0.00%
OTHER REVENUES								
·364-0-4900 SURPLUS EQUIPMENT-GOLF	1,093	-	-	-	-	-	-	0.00%
·369-9-1000 REFUNDS/REIMBURSEMENTS	-	554	-	-	-	-	-	0.00%
·369-9-2000 INSURANCE CLAIMS-GOLF	140	-	-	-	-	-	-	0.00%
·366-0-0001 DONATION FROM PMGA	-	6,000	6,000	-	-	-	5,500	0.00%
·369-9-1001 E-Payables Revenue Share	-	131	-	250	114	216	216	-13.60%
·369-9-1002 RESTAURANT LEASE	-	-	-	9,000	-	-	9,000	0.00%
·369-9-1003 UTILITY REIMBURSEMENT-RESTAURANT	-	-	-	14,000	-	-	13,500	-3.57%
Total	1,233	6,685	6,000	23,250	114	216	28,216	21.36%
TRANSFERS IN								
·381-0-3000 TRANSFER FROM BETTER PLACE	-	141,399	141,399	152,355	76,178	152,355	168,999	10.92%
·381-0-3001 TRANFER FROM WATER-ELECTRICITY REIMB	-	5,000	5,000	1,000	-	1,000	-	-100.00%
·389-9-0001 TRANSFER FROM GENERAL FUND	-	-	-	-	-	111,019	103,312	0.00%
Total	-	146,399	146,399	153,355	76,178	264,374	272,311	77.57%
LOAN PROCEEDS								
·384-0-1000 GOLF LOAN PROCEEDS	-	-	21,840	-	-	-	-	0.00%
Total	-	-	21,840	-	-	-	-	0.00%
TOTAL REVENUES	594,811	854,552	835,464	1,089,929	495,028	1,019,009	1,203,552	10.42%
CASH BALANCE FORWARD								0.00%
·301-0-1000 CASH BALANCE FORWARD	-	-	(1,413,684)	(1,564,588)	(1,564,588)	(1,564,588)	(1,564,588)	0.00%
Total	-	-	(1,413,684)	(1,564,588)	(1,564,588)	(1,564,588)	(1,564,588)	0.00%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	594,811	854,552	(578,220)	(474,659)	(1,069,560)	(545,579)	(361,036)	-23.94%

Golf Fund

FUND TITLE/FUND # *Golf Fund: 042*								
DEPARTMENT NAME/# Course Maintenance: 042-16-572	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
2300 INSURANCE	2,487	3,199	4,450	-	-	-	-	0.00%
2500 UNEMPLOYMENT COMP	2,080	-	-	-	-	-	-	0.00%
Total	4,567	3,199	4,450	-	-	-	-	0.00%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	1,322	-	-	-	-	722	-	0.00%
3120 PHYSICALS	20	-	-	-	-	-	-	0.00%
3400 CONTRACTUAL SERVICES	102,835	124,016	111,406	145,308	76,636	147,000	163,041	12.20%
4100 COMMUNICATIONS SERVICES	-	-	618	-	-	-	-	0.00%
4400 RENTAL AND LEASES	(56)	-	6,000	5,826	3,473	6,385	8,826	51.49%
4410 OPERATING LEASES	23,597	23,597	23,597	36,315	18,157	36,315	36,315	0.00%
4500 LIABILITY INSURANCE	13,564	2,387	2,389	2,366	2,064	2,708	2,924	23.58%
4610 BUILDING MAINTENANCE	-	2,027	-	-	2,069	2,500	-	0.00%
4620 EQUIPMENT MAINTENANCE	23,797	22,632	20,995	9,600	2,934	9,600	6,000	-37.50%
4650 IRRIGATION SUPPLIES	1,320	5,039	5,539	4,800	5,265	6,500	8,100	68.75%
4690 OVERSEEDING	883	6,208	7,200	18,800	15,555	15,555	21,300	13.30%
5210 GAS AND LUBRICANTS	17,011	14,964	19,200	18,000	4,534	10,000	12,000	-33.33%
5270 CHEMICALS AND FERTILIZERS	65,896	33,007	30,720	38,310	14,360	38,000	38,310	0.00%
5280 OPERATING SUPPLIES	19,472	16,586	15,700	3,550	6,964	9,000	5,000	40.85%
5400 MEMBERSHIP DUES	250	-	-	400	-	400	500	25.00%
5900 DEPRECIATION	26,087	28,423	-	-	-	-	-	0.00%
4200 POSTAGE	432	-	-	-	-	-	-	0.00%
Total	296,430	278,886	243,364	283,275	152,010	284,685	302,316	6.72%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	-	6,000	18,150	-	975	975	26,585	0.00%
Total	-	6,000	18,150	-	975	975	26,585	0.00%
DEPARTMENT TOTAL	300,997	288,085	265,964	283,275	152,985	285,660	328,901	16.11%

Golf Fund

FUND TITLE/FUND # Golf Fund: 042								
DEPARTMENT NAME/# Club House: 042-24-572	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
2300 HEALTH AND LIFE INSURANCE	17,244	18,289	25,800	-	-	-	-	0.00%
2500 UNEMPLOYMENT COMP	-	-	-	-	-	-	-	0.00%
Total	17,244	18,289	25,800	-	-	-	-	0.00%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	66,000	46,502	48,000	55,677	22,852	55,677	81,000	45.48%
3200 ACCOUNTING AND AUDITING	3,100	3,100	3,100	3,100	1,459	3,100	3,462	11.68%
3400 CONTRACTUAL SERVICES	181,528	210,811	180,153	207,309	121,049	237,908	176,736	-14.75%
4100 COMMUNICATIONS SERVICES	5,973	4,178	5,400	1,462	701	1,462	1,800	23.12%
4200 POSTAGE AND FREIGHT	242	168	200	300	41	300	300	0.00%
4310 NATURAL GAS	2,425	2,203	2,500	644	1,079	2,200	645	0.16%
4320 ELECTRICITY	38,209	58,965	40,800	50,000	22,471	50,000	54,000	8.00%
4330 UTILITIES-WATER	1,995	2,754	1,800	2,100	1,880	4,000	5,000	138.10%
4340 CREDIT CARD FEES	6,502	9,208	6,500	5,150	4,905	9,000	7,800	51.46%
4400 RENTALS AND LEASES	854	686	756	756	220	500	756	0.00%
4410 OPERATING LEASES	39,022	38,209	42,780	42,780	19,025	42,780	43,582	1.87%
4500 LIABILITY INSURANCE	24,259	4,977	4,180	4,600	2,799	3,894	3,951	-14.11%
4510 LIABILITY INSURANCE CLAIM	-	-	-	-	7,500	7,500	-	0.00%
4610 BUILDING MAINTENANCE	9,889	5,663	4,500	3,500	3,254	6,500	6,000	71.43%
4620 EQUIPMENT MAINTENANCE	520	317	300	500	254	500	500	0.00%
4670 CART MAINTENANCE	-	-	1,000	1,000	1,267	1,267	1,000	0.00%
4680 DRIVING RANGE MAINTENANCE	4,894	5,500	5,500	4,000	4,022	4,022	4,000	0.00%
4700 PRINTING AND BINDING	1,754	258	173	600	31	100	600	0.00%
4800 ADVERTISING	4,923	5,373	8,000	8,100	811	1,500	3,000	-62.96%
4955 CASH VARIANCE	-	-	-	-	133	133	-	0.00%
5100 OFFICE SUPPLIES	1,632	532	800	1,000	47	500	1,000	0.00%
5150 PAPER PRODUCTS	3,259	3,715	4,100	4,000	2,157	4,000	1,680	-58.00%
5190 LIQUOR AND WINE	4,637	3,835	4,800	4,976	2,511	5,000	1,196	-75.96%
5210 GAS AND LUBRICANTS	-	-	-	-	0	-	-	0.00%
5220 PRO-SHOP MERCHANDISE	70,286	74,888	70,000	70,642	47,815	70,650	88,870	25.80%
5230 JANITORIAL SUPPLIES	5,668	5,648	5,100	960	3,137	5,000	1,800	87.50%
5240 SNACK BAR MERCHANDISE	47,072	44,627	41,200	38,863	25,561	44,000	9,587	-75.33%
5280 OPERATING SUPPLIES	5,104	5,040	4,800	6,000	3,587	5,500	3,300	-45.00%
5290 BEER	15,352	12,942	15,490	14,151	6,870	14,000	3,247	-77.05%
5400 MEMBR,SUBSCRIPT,DUES	1,072	1,207	1,207	1,200	-	-	840	-30.00%
5900 DEPRECIATION	42,808	42,808	-	-	-			0.00%
Total	588,981	594,115	503,139	533,370	307,439	580,993	505,652	-5.20%
CAPITAL OUTLAY								
6310 GOLF COURSE LOAN IMP	-	-	-	-	-	-	-	0.00%
6450 CAPITAL IMPROVEMENTS	-	575	-	-	-	-	-	0.00%
6451 USDA GRANT	-	-	-	221,465	-	-	200,000	-9.69%
Total	-	575	-	221,465	-	-	200,000	-9.69%
DEBT SERVICE								
7104 2008 LOAN - PRINCIPAL	-	-	57,605	-	-	-	-	0.00%
7105 SERIES 2013A - PRINCIPAL	-	-	9,000	96,000	46,000	96,000	117,000	21.88%
7204 2008 LOAN - INTEREST	97,560	50,266	50,267	-	-	-	-	0.00%
7205 SERIES 2013A - INTEREST	-	24,529	24,529	56,355	28,683	56,355	51,999	-7.73%
7305 SERIES 2013A - ADMIN FEES	-	20,743	21,840	-	-	-	-	0.00%
7405 CAPITAL LEASE INTEREST	-	1,357	-	-	-	-	-	0.00%
Total	97,560	96,895	163,241	152,355	74,683	152,355	168,999	10.92%
DEPARTMENT TOTAL	703,785	709,874	692,180	907,190	382,122	733,348	874,651	-3.59%
TOTAL EXPENDITURES	1,004,783	997,960	958,144	1,190,465	535,107	1,019,008	1,203,552	1.10%

Golf Fund

FUND TITLE/FUND # *Golf Fund: 042*								
DEPARTMENT NAME/# Club House: 042-24-572	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
TRANSFERS, CONTINGENCIES, RESERVES								
9900 CONTINGENCY/RESERVE	-	(1,546,864)	(1,536,364)	(1,665,124)	(1,604,667)	(1,564,588)	(1,564,588)	-6.04%
Total	-	(1,546,864)	(1,536,364)	(1,665,124)	(1,604,667)	(1,564,588)	(1,564,588)	-6.04%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	1,004,783	(548,904)	(578,220)	(474,659)	(1,069,560)	(545,579)	(361,036)	-23.94%

Sanitation Fund

FUND TITLE/FUND # *Sanitation Fund: 043*								
REVENUE OBJECT #/TITLE	**ACTUAL 2012**	**ACTUAL 2013**	**BUDGET 2013**	**BUDGET 2014**	**ACTUAL 2014**	**PROJECTED 2014**	**BUDGET 2015**	**INCREASE/ DECREASE**
CHARGES FOR SERVICES								
·343-4-1000 GARBAGE FEES	1,080,509	1,075,520	1,077,856	1,163,641	589,697	1,179,428	1,179,428	1.36%
·343-4-1030 EXTRA TRASH	-	-	-	-	-	-	-	0.00%
·343-4-1500 CONTAINER USAGE FEES	18,617	23,988	18,698	23,000	11,096	24,479	24,479	6.43%
·343-4-2000 PUTNAM COUNTY TIPPING FEE	442,617	435,681	443,102	435,000	216,224	432,601	432,601	-0.55%
·343-4-2500 DUMPSTER DROP OFF FEE	310	-	-	-	-	-	-	0.00%
Total	1,542,053	1,535,189	1,539,656	1,621,641	817,017	1,636,508	1,636,508	0.92%
STATE GRANTS								
·334-3-3401 STATE OF FLORIDA CNG REBATE PROGRAM	-	-	-	-	-	25,000	25,000	0.00%
Total	-	-	-	-	-	25,000	25,000	0.00%
OTHER REVENUES								
·364-0-4900 SURPLUS EQUIPMENT-SANITATION	2,229	-	-	-	850	22,850	22,000	0.00%
·369-9-1000 MISC REVENUE	-	60	-	-	-	-	-	0.00%
·369-9-2000 REFUNDS/REIMBURSEMENTS	-	-	-	-	1,380	2,122	2,000	0.00%
·369-9-3000 INSURANCE CLAIMS-SANITATION	6,673	-	-	-	-	-	-	0.00%
·369-9-1001 E-Payables Revenue Share	-	262	-	450	179	380	375	-16.67%
Total	8,902	322	-	450	2,409	25,351	24,375	5316.67%
DEBT PROCEEDS								
·384-1-0000 DEBT PROCEEDS	-	-	-	-	-	257,100	-	0.00%
Total	-	-	-	-	-	257,100	-	0.00%
TOTAL REVENUES	1,550,955	1,535,511	1,539,656	1,622,091	819,426	1,943,959	1,685,883	3.93%
CASH BALANCE FORWARD								
·302-0-0000 CASH BALANCE FORWARD	-	-	6,495	81,428	81,428	81,428	380,530	367.32%
Total	-	-	6,495	81,428	81,428	81,428	380,530	367.32%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	1,550,955	1,535,511	1,546,151	1,703,519	900,854	2,025,387	2,066,413	21.30%

Sanitation Fund

FUND TITLE/FUND # *Sanitation Fund: 043*								
DEPARTMENT NAME/# Garage Maintenance: 043-28-534	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1200 REGULAR SALARIES	94,299	94,244	109,516	107,245	53,816	108,914	115,452	7.65%
1210 ACCRUED SALARIES	23,365	(20,096)	-	-	-	-		0.00%
1400 OVERTIME	5,303	1,703	5,000	1,500	969	1,720	2,000	33.33%
2100 FICA TAX EXPENSE	7,212	7,029	8,378	8,319	3,981	7,960	8,832	6.17%
2200 RETIREMENT EXPENSE	13,214	16,332	20,016	28,849	7,528	15,354	14,598	-49.40%
2300 HEALTH AND LIFE INSURANCE	11,012	9,356	16,665	16,134	4,853	11,925	15,252	-5.47%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	4,422	4,422	2,436	1,496	1,496	-	-100.00%
2400 WORKERS COMP	3,413	2,481	2,481	1,803	1,351	1,802	2,018	11.92%
2410 WORKERS COMP CLAIM	-	-	-	-	-	-	-	0.00%
Total	157,817	115,469	166,478	166,286	73,995	149,171	158,152	-4.89%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	506	596	500	500	57	113	377	-24.60%
3120 PHYSICALS	-	52	100	100	127	127	100	0.00%
4020 SCHOOLING, CONFERENCE, ETC	-	-	-	-	-	2,880	-	0.00%
4320 ELECTRICITY	992	1,066	1,000	1,000	576	1,159	1,160	16.00%
4500 LIABILITY INSURANCE	4,020	3,017	3,023	2,961	2,358	3,108	3,081	4.05%
4610 BUILDING MAINTENANCE	154	297	100	300	177	455	500	66.67%
4620 EQUIPMENT MAINTENANCE	-	-	100	100	-	100	100	0.00%
4630 VEHICLE MAINTENANCE	-	-	250	1,500	205	717	800	-46.67%
5230 JANITORIAL SUPPLIES	1,040	1,159	800	800	450	919	900	12.50%
5250 SMALL TOOLS	-	-	100	100	-	100	100	0.00%
5260 UNIFORMS	1,486	1,382	1,300	1,300	593	1,202	1,300	0.00%
5280 OPERATING SUPPLIES	752	262	700	1,200	330	600	700	-41.67%
Total	8,949	7,829	7,973	9,861	4,872	11,480	9,118	-7.53%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	-	-	-	10,000	-	8,285	-	-100.00%
Total	-	-	-	10,000	-	8,285	-	-100.00%
DEPARTMENT TOTAL	166,766	123,298	174,451	186,147	78,866	168,936	167,270	-10.14%

Sanitation Fund

FUND TITLE/FUND # *Sanitation Fund: 043*								
DEPARTMENT NAME/# Sanitation Department: 043-10-534	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
PERSONNEL SERVICES								
1100 EXECUTIVE SALARIES	42,007	42,246	41,449	44,556	21,585	43,863	45,668	2.50%
1200 REGULAR SALARIES	318,520	337,495	318,162	332,565	142,964	294,535	313,556	-5.72%
1210 ACCRUED SALARIES	(17,021)	435	-	-	-	-	-	0.00%
1400 OVERTIME	13,426	14,588	16,000	14,000	9,346	19,190	14,000	0.00%
2100 FICA TAX EXPENSE	26,604	28,231	26,578	29,920	12,303	25,592	27,481	-8.15%
2200 RETIREMENT EXPENSE	70,493	79,063	92,415	81,762	32,186	63,678	69,326	-15.21%
2300 HEALTH AND LIFE INSURANCE	58,336	55,159	56,078	77,909	35,045	71,285	82,007	5.26%
2301 HEALTH AND LIFE INSURANCE-CONTING	-	13,217	13,217	11,762	7,226	7,226	-	-100.00%
2400 WORKERS COMP	30,766	25,849	25,849	21,611	16,250	21,674	20,261	-6.25%
2410 WORKERS COMP CLAIM	-	196	-	-	-	-	-	0.00%
2500 UNEMPLOYMENT COMP	-	-	-	-	-	-	-	0.00%
Total	543,132	596,479	589,748	614,085	276,905	547,042	572,299	-6.80%
OPERATING EXPENSES								
3100 PROFESSIONAL SERVICES	956	679	1,000	1,764	1,029	1,544	1,761	-0.17%
3120 PHYSICALS	250	50	300	300	187	371	300	0.00%
3200 ACCOUNTING AND AUDITING	7,688	7,688	7,688	7,688	4,508	7,688	4,809	-37.45%
3470 PUTNAM COUNTY TIPPING FEE	283,762	265,179	276,000	275,000	111,078	270,000	270,000	-1.82%
4020 SCHOOLING, CONFERENCE, ETC	-	25	-	-	-	-	-	0.00%
4100 COMMUNICATIONS SERVICES	1,622	1,542	1,430	1,500	359	798	1,500	0.00%
4200 POSTAGE AND FREIGHT	8,000	6,131	8,000	8,000	5,028	7,541	9,010	12.63%
4310 NATURAL GAS	248	194	300	250	175	374	300	20.00%
4320 ELECTRICITY	3,735	4,913	4,500	4,500	1,635	3,464	4,500	0.00%
4400 RENTALS AND LEASES	3,414	14,034	2,573	2,500	588	1,201	1,300	-48.00%
4500 LIABILITY INSURANCE	18,338	11,002	11,077	12,490	9,981	13,239	12,597	0.86%
4510 LIABILITY INSURANCE CLAIMS	5,775	2,010	2,274	-	-	-	-	0.00%
4610 BUILDING MAINTENANCE	577	1,730	985	1,500	127	242	1,500	0.00%
4620 EQUIPMENT MAINTENANCE	2,126	350	1,900	2,000	191	953	1,000	-50.00%
4630 VEHICLE MAINTENANCE	126,026	139,282	105,000	105,000	52,344	118,524	105,000	0.00%
4640 RADIO MAINTENANCE	-	-	-	-	-	-	-	0.00%
4700 PRINTING AND BINDING	71	546	50	200	111	266	300	50.00%
5210 GAS AND LUBRICANTS	119,771	132,876	110,000	105,000	26,478	100,000	90,000	-14.29%
5230 JANITORIAL SUPPLIES	1,055	701	800	800	12	300	800	0.00%
5250 SMALL TOOLS	15	-	-	-	-	-	-	0.00%
5260 UNIFORMS	4,955	5,563	5,000	5,000	2,790	5,539	6,000	20.00%
5280 OPERATING SUPPLIES	5,237	5,092	6,183	6,000	1,587	5,744	6,800	13.33%
5290 GARBAGE CONTAINERS/DUMPSTERS	19,864	25,220	25,140	35,000	12,322	35,000	35,000	0.00%
5900 DEPRECIATION	53,246	53,246	-	-	-	-	-	0.00%
Total	666,731	678,052	570,200	574,492	230,529	572,788	552,477	-3.83%
CAPITAL OUTLAY								
6400 CAPITAL OUTLAY	-	-	-	201,980	-	261,091	261,091	29.27%
Total	-	-	-	201,980	-	261,091	261,091	29.27%
DEBT SERVICE								
7110 LOAN #281 SANIT TRK	-	-	12,990	-	-	-	25,000	0.00%
7210 LOAN #281 SANIT TRK	2,929	49	50	-	-	-	4,068	0.00%
Total	2,929	49	13,040	-	-	-	29,068	0.00%
TRANSFERS								
9101 REIMB GENERAL FUND-ADMIN EXP	95,000	95,000	95,000	95,000	47,500	95,000	95,000	0.00%
Total	95,000	95,000	95,000	95,000	47,500	95,000	95,000	0.00%
DEPARTMENT TOTAL	1,307,792	1,369,581	1,267,988	1,485,557	554,933	1,475,921	1,509,935	1.64%
TOTAL EXPENDITURES	1,474,557	1,492,879	1,442,439	1,671,704	633,799	1,644,857	1,677,205	0.33%

Sanitation Fund

FUND TITLE/FUND # *Sanitation Fund: 043*								
DEPARTMENT NAME/# Sanitation Department: 043-10-534	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
CONTINGENCIES & RESERVES								
9900 CONTINGENCY/RESERVE	-	-	103,712	31,815	267,055	380,530	389,208	1123.35%
9901 HEALTH INSURANCE CONTINGENCY	-	-	-	-	-	-	-	0.00%
Total	-	-	103,712	31,815	267,055	380,530	389,208	1123.35%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	1,474,557	1,492,879	1,546,151	1,703,519	900,854	2,025,387	2,066,413	21.30%

Tax Increment Fund

FUND TITLE/FUND # *Tax Increment Fund: 030*								
REVENUE OBJECT #/TITLE	**ACTUAL 2012**	**ACTUAL 2013**	**BUDGET 2013**	**BUDGET 2014**	**ACTUAL 2014**	**PROJECTED 2014**	**BUDGET 2015**	**INCREASE/ DECREASE**
PROPERTY TAXES								
·311-0-3100 DOWNTOWN REDEV COUNTY SHARE	145,239	125,206	125,206	124,608	129,308	129,308	121,681	-2.35%
·311-0-3110 DOWNTOWN REDEV CITY SHARE	146,483	133,942	133,942	133,302	66,651	133,302	125,440	-5.90%
·311-0-3200 SOUTH HISTORIC COUNTY SHARE	52,727	36,909	36,909	38,717	40,178	40,178	42,087	8.70%
·311-0-3220 SOUTH HISTORIC CITY SHARE	53,179	39,484	39,484	41,419	20,709	41,419	43,387	4.75%
·311-0-3300 NORTH HISTORIC COUNTY SHARE	25,338	21,195	21,195	19,935	20,687	20,687	19,384	-2.76%
·311-0-3330 NORTH HISTORIC CITY SHARE	25,555	22,674	22,674	21,326	10,663	21,326	19,983	-6.30%
Total	448,522	379,410	379,410	379,307	288,196	386,219	371,962	-1.94%
OTHER REVENUES								
·331-0-7001 NEA GRANT	-	5,000	-	20,000	-	20,000	-	-100.00%
·365-0-1000 SALE OF SURPLUS LAND-100 BLOCK	-	-	-	-	-	150,000	-	0.00%
·369-9-1000 NORTH HISTORIC HIP REFUND/REIM	-	8,420	8,420	-	-	-	-	0.00%
·369-9-1001 SOUTH HISTORIC HIP REFUND/REIM	-	4,648	11,544	-	-	-	-	0.00%
·369-9-1002 STAGE RENTALS	-	-	-	-	-	-	3,600	0.00%
Total	-	18,067	19,964	20,000	-	170,000	3,600	-82.00%
TOTAL REVENUES	448,522	397,477	399,374	399,307	288,196	556,219	375,562	-5.95%
CASH BALANCE FORWARD								
·301-0-0001 DOWNTOWN REDEVELOPMENT FORWARD	-	-	254,500	56,350	56,350	56,350	65,057	15.45%
·301-0-0002 SOUTH HISTORIC BALANCE FORWARD	-	-	181,578	233,878	233,878	233,878	273,469	16.93%
·301-0-0003 NORTH HISTORIC BALANCE FORWARD	-	-	38,417	68,666	68,666	68,666	57,164	-16.75%
Total	-	-	474,495	358,894	358,894	358,894	395,690	10.25%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	448,522	397,477	873,869	758,201	647,090	915,113	771,252	1.72%

Tax Increment Fund

FUND TITLE/FUND # *Tax Increment Fund: 030*								
		DOWNTOWN						
DEPARTMENT NAME/# Downtown: 030-30-580	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
5280 MISC EXPENSES	154	131	-	500	99	200	500	0.00%
3101 THIRD FRIDAY DOWNTOWN STREET P	672	17,147	18,000	18,000	6,302	12,294	12,000	-33.33%
3102 DANCIN' IN THE STREETS DOWNTOW	-	8,209	12,000	7,000	3,293	7,000	7,000	0.00%
3103 SECOND SATURDAY DOWNTOWN TRUCI	-	2,664	9,466	-	-	-	-	0.00%
3104 UNIVERSITY OF FLORIDA MASTER P	-	4,000	4,000	2,142	-	2,142	-	-100.00%
3105 SMALL BUSINESS DEVELOPMENT CEN	-	14,063	14,062	10,000	-	10,000	10,000	0.00%
4801 QUARTERLY EVENTS CALENDAR POST	-	254	400	200	100	200	400	100.00%
4802 QUARTERLY EVENTS CALENDAR TABL	-	1,470	800	2,000	690	2,000	1,500	-25.00%
4803 ADVERTISING FOR PARADES, RETAI	300	1,376	4,000	-	-	-	-	0.00%
5401 FRA ANNUAL DUES, TRAINING	-	770	870	2,100	1,633	2,100	1,000	-52.38%
5403 NMS CONFERENCE	-	-	-	850	-	850	-	-100.00%
3106 MAINSTREET MANAGER	-	45,678	46,912	62,010	31,935	63,871	63,871	3.00%
5402 DEO Annual Dues	-	175	-	175	175	175	175	0.00%
6310 DOWNTOWN REDEV EXPENSE	257,144	-	-	-	-	-	-	0.00%
6311 DOWNTOWN CHRISTMAS LIGHTS	2,155	2,487	10,000	6,000	2,866	2,866	3,000	-50.00%
6312 NEA GRANT MATCH - ART IN PUBLI	-	5,000	5,000	35,500	28,120	35,500	-	-100.00%
6313 MURAL LIGHTING	-	2,700	2,700	-	-	-	-	0.00%
6314 RECRUITMENT PROJECT	-	7,000	17,000	-	-	-	-	0.00%
6315 FACADE GRANT	-	-	3,844	30,000	-	30,000	-	-100.00%
6316 WAYFINDING	-	906	13,711	-	-	-	-	0.00%
6317 ANNIE OAKLEY MURAL	-	6,100	6,100	-	-	-	-	0.00%
6318 1909 PALATKA UNION DEPOT MURAL	-	3,150	3,150	-	-	-	-	0.00%
6319 BUILDING IMPROVEMENT GRANT	-	-	-	30,000	-	-	-	-100.00%
6320 LANDSCAPING	-	-	-	10,000	662	3,500	2,500	-75.00%
6321 SITE AMENITIES	-	-	-	35,000	9,186	32,300	15,000	-57.14%
4804 PROJECT MARKETING	-	-	-	4,000	114	3,994	1,500	-62.50%
3107 AQUATIC MIDGE CONTROL PROJECT	-	-	-	8,000	-	1,000	7,650	-4.38%
6322 RIVERFRONT REDEVELOPMENT PROJECT	-	4,110	26,479	23,011	16,208	23,011	-	-100.00%
6323 HARLEM NIGHTS IN PALATKA MURAL	-	-	-	4,500	-	4,500	-	-100.00%
6324 STAGE	-	-	-	-	-	-	22,000	0.00%
REDEVELOPMENT INCENTIVES	-	-	-	-	-	-	30,000	0.00%
Total	260,425	127,390	198,494	290,988	101,383	237,503	178,096	-38.80%
TRANSFERS								
9100 TRANSFER TO GENERAL FUND	134,926	-	-	-	-	-	-	0.00%
9101 TRANSFER TO BETTER PLACE-FRANK	-	300,000	300,000	-	-	-	-	0.00%
9105 TRANSFER TO BETTER PLACE-SOUTHERN	-	-	-	-	-	150,000	111,592	0.00%
9102 REIMB GENERAL-MAINSTREET MANAG	61,306	15,098	15,098	-	-	-	-	0.00%
9103 REIMB GENERAL-FIREWORKS	15,000	15,000	15,000	15,000	-	15,000	15,000	0.00%
9104 REIMB GENERAL-CHRISTMAS LIGHTS	-	-	-	1,400	-	1,400	1,400	0.00%
Total	211,232	330,098	330,098	16,400	-	166,400	127,992	680.44%
DEPARTMENT TOTAL	471,657	457,488	528,592	307,388	101,383	403,903	306,088	-0.42%

Tax Increment Fund

FUND TITLE/FUND # *Tax Increment Fund: 030*								
		SOUTH HISTORIC						
DEPARTMENT NAME/# South Historic: 030-31-580	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
6330 SOUTH HISTORIC EXPENSE	11,385	-	-	-	-	-	-	0.00%
6331 HOME IMPROVEMENT PROGRAM	-	26,218	55,393	60,000	18,790	41,340	60,000	0.00%
6332 HAMMOCK HALL IMPROVEMENTS	5,000	-	-	-	-	-	-	0.00%
6333 SIGNAGE	-	-	4,190	4,000	-	-	4,000	0.00%
8301 LIVE WHERE YOU WORK	-	-	20,000	20,000	-	-	20,000	0.00%
3101 UNIVERSITY OF FLORIDA MASTER P	-	2,000	2,000	665	-	665	-	-100.00%
3102 HOMES & GARDENS TOUR PROMOTION	-	333	500	-	-	-	-	0.00%
6334 COMMERCIAL REHABILITATION GRAN	-	-	65,000	40,000	-	-	40,000	0.00%
6335 HAMMOCK GROVE PROPOSAL	-	-	-	189,349	-	-	-	-100.00%
FRA ANNUAL DUES, TRAINING	-	-	-	-	-	-	600	0.00%
REDEVELOPMENT INCENTIVES	-	-	-	-	-	-	234,343	0.00%
DEPARTMENT TOTAL	16,384	28,551	147,083	314,014	18,790	42,005	358,943	14.31%

Tax Increment Fund

FUND TITLE/FUND # *Tax Increment Fund: 030*								
		NORTH HISTORIC						
DEPARTMENT NAME/# North Historic: 030-32-580	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
6320 NORTH HISTORIC EXPENSE	44,488	-	-	-	-	-	-	0.00%
3101 REID GARDEN DESIGNS	-	-	2,836	-	-	-	-	0.00%
3102 STREET SIGN CLEAN-REID GARDEN	-	-	530	-	-	-	-	0.00%
3103 UNIVERSITY OF FLORIDA MASTER P	-	-	-	343	-	343	-	-100.00%
4801 CHRISTMAS TOUR	-	-	500	-	-	-	-	0.00%
6321 HOME IMPROVEMENT PROGRAM	-	22,040	40,000	40,000	8,255	40,000	40,000	0.00%
6322 GENERAL CAPITAL IMPROVEMENTS	-	-	25,000	56,755	-	-	55,931	-1.45%
6323 SITE AMENITIES	-	-	-	12,829	-	13,172	-	-100.00%
FRA ANNUAL DUES, TRAINING	-	-	-	-	-	-	600	0.00%
DEPARTMENT TOTAL	44,488	22,040	68,866	109,927	8,255	53,515	96,531	-12.19%
TOTAL EXPENDITURES	532,528	508,079	744,541	731,329	128,428	499,423	761,562	4.13%
CONTINGENCIES & RESERVES								
9901 CONTINGENCY/RESERVE-DOWNTOWN	-	-	(14,944)	26,872	150,926	65,057	9,690	-63.94%
9902 CONTINGENCY/RESERVE-SOUTH HIST	-	-	122,432	-	275,975	273,469	-	0.00%
9903 CONTINGENCY/RESERVE-NORTH HIST	-	-	21,840	-	91,762	57,164	-	0.00%
Total	-	-	129,328	26,872	518,663	395,690	9,690	-63.94%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	532,528	508,079	873,869	758,201	647,090	895,113	771,252	1.72%

CDBG Fund

FUND TITLE/FUND # *CDBG Fund: 050*								
REVENUE OBJECT #/TITLE	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
GRANTS								
·331-5-0800 CDBG E-08 GRANT	-	-	-	-	-	-	-	0.00%
·331-5-0900 CDBG-C02 GRANT REVENUE	550,237	7,000	7,000	-	-	-	-	0.00%
·331-5-0901 CDBG-15TH & OAK LINE REPLACEMENT	-	-	-	-	-	-	-	0.00%
Total	550,237	7,000	7,000	-	-	-	-	0.00%
OTHER REVENUES								
·361-1-1000 INTEREST- PROG INC BK STMT	3	2	3	3	3	11	15	400.00%
·361-1-1300 ECON DEV 92 INTEREST	3	2	3	3	4	13	18	500.00%
·369-0-0100 MORTGAGE P/I REVENUE	21,039	2,121	2,128	-	-	-	-	0.00%
Total	21,046	2,125	2,134	6	8	24	33	450.00%
TOTAL REVENUES	571,282	9,125	9,134	6	8	24	33	450.00%
CASH BALANCE FORWARD								
·301-0-1000 PROGRAM INCOME BALANCE FORWARD	-	-	16,042	16,045	16,045	16,045	16,056	0.07%
·301-0-1001 ECONOMIC DEVELOPMENT BALANCE F	-	-	19,938	22,062	22,062	22,062	22,075	0.06%
·301-0-1002 CDBG E08 BALANCE FORWARD	-	-	-	-	-	-	-	0.00%
·301-0-1003 CDBG N14 BALANCE FORWARD	-	-	-	-	-	-	-	0.00%
·301-0-1004 CDBG C02 BALANCE FORWARD	-	-	9,334	-	-	-	-	0.00%
Total	-	-	45,314	38,107	38,107	38,107	38,131	0.06%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	571,282	9,125	54,448	38,113	38,115	38,131	38,164	0.13%

CDBG Fund

FUND TITLE/FUND # *CDBG Fund: 050*								
DEPARTMENT NAME/# CDBG: 050-50-555	ACTUAL 2012	ACTUAL 2013	BUDGET 2013	BUDGET 2014	ACTUAL 2014	PROJECTED 2014	BUDGET 2015	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME								
OPERATING EXPENSES								
1200 E-08 ADMINSTRATIVE FEES	-	-	-	-	-	-	-	0.00%
1200 CDBG C02 ADMINISTRATIVE FEES	28,000	7,000	16,334	-	-	-	-	0.00%
5280 OPERATING EXPENSES-PROG INC	-	-	-	-	-	-	-	0.00%
Total	28,000	7,000	16,334	-	-	-	-	0.00%
CAPITAL OUTLAY								
	-	-	-	-	-	-	-	0.00%
Total	-	-	-	-	-	-	-	0.00%
TOTAL EXPENDITURES	28,000	7,000	16,334	-	-	-	-	0.00%
TRANSFERS								
9100 TRANSFER TO GENERAL FUND	522,237	-	-	-	-	-	-	0.00%
9101 TRANSFER TO Utility FUND	2,680	-	-	-	-	-	-	0.00%
Total	524,916	-	-	-	-	-	-	0.00%
CONTINGENCIES & RESERVES								
9900 PROG INC CONTINGENCY/RESERVE	-	-	-	16,048	16,048	16,056	16,071	0.14%
9901 ECON DEV CONTINGENCY/RESERVE	-	-	-	22,065	22,066	22,075	22,093	0.13%
Total	-	-	-	38,113	38,115	38,131	38,164	0.13%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	552,916	7,000	16,334	38,113	38,115	38,131	38,164	0.13%

Agenda Item

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CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
RESOLUTION authorizing the execution of a two year extension to the Agreement for Management Services for the Palatka Golf Course between BWGD Palatka, Inc. and the City of Palatka, FL - Adopt

SUMMARY:
The City issued an RFP for management services at the Palatka Golf Course in 2010 and selected Bobby Weed Group Design of Ponte Vedra Beach, FL and entered into a contract with them in March of 2010. The contract is set to expire in September and the parties have been meeting in 2014 to discuss and negotiate a possible extension to the current agreement. The proposed extension is a two year agreement and it clarifies the duties and responsibilities of the parties based upon our experiences and challenges over the past four and a half years, and it amended or deleted several other provisions which were not in the City' best interest or provided significant barriers to a potential lease or sale of the facility in the future.

RECOMMENDED ACTION:
Adopt the resolution authorizing the execution of a two year extension to the Agreement for Management Services for the Palatka Golf Course between BWGD Palatka, Inc. and the City of Palatka, Florida

ATTACHMENTS:

Description	Type
Resolution	Resolution
BWGD Contract	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Czymbor, Michael	Approved	8/29/2014 - 3:10 PM
City Clerk	Driggers, Betsy	Approved	8/29/2014 - 3:40 PM
City Manager	Czymbor, Michael	Approved	9/2/2014 - 10:57 AM
Finance	Reynolds, Matt	Approved	9/3/2014 - 12:08 PM
City Clerk	Driggers, Betsy	Approved	9/3/2014 - 12:24 PM

RESOLUTION No. 2014-10-__

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF A TWO YEAR EXTENSION TO THE AGREEMENT FOR MANAGEMENT SERVICES FOR THE PALATKA GOLF COURSE BETWEEN BWGD PALATKA, INC. AND THE CITY OF PALATKA, FLORIDA

WHEREAS, the City of Palatka in 2010 issued a Request for Proposal for Golf Course Management Services and selected Bobby Weed Golf Design (BWGD) of Ponte Vedra Beach, Florida and entered into a multi-year agreement on March 1, 2010 with an expiration date of September 30, 2014; and

WHEREAS, the Agreement was amended in August 2010 to address some hiring and staffing issues; and

WHEREAS, BWGD Palatka, Inc. and City staff have been meeting and negotiating an agreement extension for the past several months and have tentatively agreed to a proposed two year extension; and

WHEREAS, the Palatka City Commission has determined that entering into the agreement extension with BWGD for management services of the Palatka Golf Course is in the best interest of the City of Palatka.

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

1. That the Management Services Agreement Between BWGD Palatka, Inc. and the City of Palatka is hereby approved; and

2. That the City Manager and City Clerk are hereby authorized to execute the Agreement which expires on September 30, 2016.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11th day of September 2014.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

Terms and Conditions of an Agreement Between:

(Hereafter referred to as "*Agreement*")

BWGD Palatka, Inc.
P.O. Box 328
Ponte Vedra Beach, FL 32004
T: (904) 910-2876
(904) 614-2010
bweed@bobbyweed.com
cmonti@bobbyweed.com
(Hereafter referred to as "*Company*")

and

City of Palatka, Florida
201 North Second St.
Palatka, FL 32177
T: (386) 329-0100
F: (386) 329-0106
mczymbor@palatka-fl.gov
(Hereafter referred to as "*City*")
(City and Company hereafter referred to as, each a "*Party*", collectively, "*Parties*")

for

Palatka Golf Club

(Hereafter referred to as *"Golf Course"* or *"Project"*)

October 1, 2014
(Hereafter referred to as the *"Effective Date"*)

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Article I -- Company's Responsibilities

1.1 Basic Project Information

The City owns the Golf Course and desires the Company to manage the operation, maintenance and capital improvement of the Golf Course.

1.2 General Terms of the Agreement:

a) The Agreement shall be in effect from the Effective Date up to and including September 30, 2016.

b) The terms and conditions of Articles 2 and 3 of the Amendment to the Agreement, dated September 1, 2010, are incorporated herein by reference and shall be extended, valid and in effect so long as the Agreement is in effect.

1.3 Company's Principals

Company shall designate Principals for the Project who shall have authority to act on behalf of the Project for the Company. The Principals are hereby designated as Bobby Weed and Chris Monti.

1.4 Company's Services

a) The Company shall complete those tasks as described in Attachment A ("Services"), the completion of which shall direct the Golf Course's operation, maintenance and capital improvement (the "Work").

b) A Principal of the Company shall visit the Golf Course at intervals and durations appropriate for the completion of the Services and to become familiar with the progress of the Work.

c) The Company shall have the authority to make decisions and changes to the Work in accordance with the completion of the Services.

d) The Company shall keep the City informed of observations concerning the progress and quality of the Work as outlined in Attachment A. The Company shall report to the City any observed deviations in the completion of the Work.

e) The Company shall complete the Services as an independent contractor to the City. Neither Party shall be an employee of, partner of, nor joint venturer with the other and neither Party so hold itself out. By providing these periodic evaluations of the Work and completing the Services, the Company shall not be responsible for the acts or omissions of the City, or any of the City's subcontractor's, agents or employees, or any persons or entity not employed by the Company performing any of the Work as recommended by the Company in the completion of the Services.

1.5 Company's Supplemental Services

The Company shall provide only those Services specifically enumerated in Attachment A. The Company may agree to provide Supplemental Services to the City after execution of this Agreement, without invalidating the Agreement. The Company shall not provide any Supplemental Services without the prior written consent and approval of the Company and the City regarding scope of work and fees.

Article II -- Company's Compensation

a.1 Compensation

The City shall compensate the Company for the Services by payment of a Monthly Stipulated Sum. Payments shall be made upon presentation of Company's Invoices, which shall be submitted first upon the Effective Date and thereafter upon the 1st day of each calendar month following the Effective Date up to and including September 1, 2016, as follows:

Service	Method	Stipulated Sum
Basic Services	Monthly Stipulated Sum	$ 6,750.

a.2 Payment Terms

All amounts due the Company under this Agreement are due ten (10) days from the invoice date. Late payments shall be subject to Interest Charges. The Interest Rate shall

be **1.5%** per month (18% per annum). Whenever interest charges are due the Company under this Agreement, and current payment does not fully cover the total invoice amount, these partial payments shall be credited first to interest and then to all unpaid Monthly Stipulated Sums.

Article III -- City's Responsibilities

3.1 City Representative

City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City hereby designates the **City Manager** to act in this capacity.

Article IV – Agreement Terms and Provisions

4.1 Termination

a) The Parties may terminate this Agreement for cause ("Event of Default"), which shall include failure by either Party to perform any term or covenant of this Agreement in any material respect, and such failure continues for thirty (30) days or more after written notice of such failure is given by one Party to the other, provided that if the failure is of such nature that it cannot be reasonably corrected within such thirty (30) day period, such failure shall not constitute an Event of Default so long as the defaulting Party institutes curative action within the applicable period and diligently pursues that action to completion.

b) The City may terminate this Agreement for its convenience upon sixty (60) days written notice to the Company. Should the City elect to so terminate this Agreement, then the City shall pay the Company a Termination Fee equal to twelve (12) months times the Monthly Stipulated Sum, which fee shall be due upon the date of termination. In addition to the Termination Fee, the Monthly Stipulated Sums payable to the Company for its Services shall be paid through the date of termination.

c) The City may terminate this Agreement upon six (6) months written notice should it enter into a binding agreement to lease or sell the Golf Course to a third party. Monthly Stipulated Sums payable to the Company for its Services shall be paid through the date of termination.

d) This Agreement will terminate should the Parties enter into a binding agreement for the Company to lease the Golf Course from the City, with such termination to be effective as of the date of the parties' execution of such lease.

e) This Agreement will terminate should the Parties enter into a binding agreement for the Company to purchase the Golf Course from the City, with such termination to be effective as of the date of the closing of the Company's purchase of the Golf Course.

f) This Agreement will terminate upon sixty (60) days written notice on any anniversary of the Effective Date should the golf course be closed or if sufficient budgeted funds are not available for the subsequent fiscal period. Should the Agreement terminate pursuant to this Article 4.1.v, the Company shall be due all Monthly Stipulated Sums up to the date of termination.

4.3 Disputes

The Parties shall endeavor to settle unresolved claims and disputes between them by mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4.4 Instruments of Service

Drawings, specifications, and other documents prepared by the Company are Instruments of Service for use solely with respect to the Project. All original materials, reports documents, drawings, specifications, computations, sketches, test data, photographs and renderings related to the services and work performed hereunder shall be the property of the City.

4.5 Indemnity

Company and City shall each indemnify, defend and hold each other, their officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of their negligent performance of this Agreement, subject to any limitations set forth in this Agreement.

4.6 Limitation of Liability

Liability under this Agreement shall be limited to direct, actual damages only. In no event shall either Party be liable to the other for consequential, incidental, punitive or special damages, including but not limited to damages for lost profits, frustration of economic or business expectations, non-operation or increased expense of operation of systems or equipment.

4.7 Insurance

Company does hereby covenant and agree to obtain and keep in full force and effect the insurance coverages set forth below and to furnish City with certificates of insurance evidencing such coverage upon request, which insurance shall, to the extent permitted by Company's insurance company, name the City as additional named insured and shall contain a thirty (30) day cancellation or material change prior notice provision. If permitted by the Company's insurance company, such policies shall contain a waiver of subrogation in favor of the City.

a) Comprehensive General Liability. Company shall maintain comprehensive general liability insurance with minimum limits of US $1,000,000 per person and US $1,000,000 per occurrence for bodily injuries and US $1,000,000 per occurrence for property damages, which insurance shall include, but not be limited to, contractual liability, products and completed operations, broad-form G.L. endorsement, and personal injury coverage.

b) Automobile Liability Insurance. Company shall maintain comprehensive automobile liability insurance covering all owned, non-owned, and hired vehicles with minimum combined single limits of US $1,000,000 for bodily injury or property damage arising out of ownership, maintenance, or use of any motor vehicle.

c) Professional Liability/Errors and Omissions. Company shall maintain professional liability and errors and omissions coverage with minimum limits of US $1,000,000.

4.8 Force Majeure

Neither Party is required to perform any term or covenant of this Agreement so as performance is delayed or prevented by force majeure, which includes Acts of God, strikes, lockouts, material or labor restriction by any governmental authority, civil riot, floors and any cause not reasonably with the Parties' control that the Parties cannot, by exercising due diligence, overcome in whole or in part.

4.9 Extent and Amendment of Agreement

This Agreement represents the entire Agreement between the Parties with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements and shall be binding on and shall inure to the benefit of the successors and assigns of each Party. This Agreement may be modified only by a writing signed by both Parties. This Agreement may be signed by one or more counterparts, each of which shall constitute an original.

4.10 Severability

In the event that any term or provision of this Agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this Agreement, and the balance of the Agreement shall survive and remain enforceable.

4.11 Assignment; Binding Effect

Neither the City nor the Company shall assign or transfer their interest in this Agreement without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Company, the City, and their respective successors and assigns.

4.12 Notice

The Parties shall have been deemed to give notice to the other Party when such notice is sent by Registered Mail, Federal Express or United Parcel Service to the address indicated on page one (1) of this Agreement.

Article V – Acceptance of Agreement

The Agreement shall be deemed accepted and binding from the moment of its execution by the Parties. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from this contract must be brought in Putnam County, Florida.

For:

The City of Palatka

By:_____
Name Printed: Michael J. Czymbor
Title: City Manager

BWGD Palatka, Inc., a Florida corporation

By:_____
Bobby Weed, as _____

Attachment A – Company's Scope of Services

The Company shall provide the services enumerated below with its own personnel.

1.6 General Authority

Company shall have the authority to supervise and direct the complete operation of the Golf Course, including the staff; coordination of play; scheduling of events; maintenance of the course; marketing and promotion of the course; operation and maintenance of all maintenance equipment and golf carts; and sales of merchandise, food, and beverages, subject however to the stipulation and condition that restaurant/food operations will, during the term of this agreement, be assumed by a third party vendor with whom the City has contracted.

The Parties acknowledge that Company's authority as described above shall not extend to the maintenance and operation of the following components, which are essential to the operation of the course:

a) Pump station, pump house, zee pipe, reclaimed storage pond and reclaimed transfer piping to the pond,

Coordinating for the budgeting and maintenance of these components shall remain the responsibility of the City. Company agrees to assist City in good faith in City's dispensation of its duties with respect to these components to ensure uncompromised maintenance and operation of the course.

1.7 Operating Program

No later than June 1st of each year, the Company shall prepare, propose and deliver to the City a complete Operating Budget for the subsequent fiscal year that details:

a) A proposed operating budget of all expenses for the upcoming fiscal year and a projection of anticipated monthly rounds played and revenues;

b) A recommended program of capital improvements for the upcoming year, including each proposed activity, description, justification or need for each activity and the estimated cost;

c) A market and marketing plan for the Golf Course that includes a market analysis, comparative facility study, and summary of programs, promotions and other strategies recommended for achieving the Golf Course's revenue targets and other financial goals.

d) Any proposed revisions to staffing organization, operating hours, fee structures and pricing, labor burden (including rates of pay, incentive or commission structures).

e) Written explanations, graphic exhibits and other collateral as may be required to fully detail and describe the Program.

f) Proposed profit margins on all goods and services sold.

The Company will work with the City to prepare, propose and deliver a complete operations manual which will provide written procedures for the entire operations of the Golf Course.

The Parties acknowledge and agree that the City has final approval and decision making authority over the Program and that Company has the ability to allocate funds from individual expense line items to another expense line item provided it follows relevant City policies and procedures with respect to such revisions or amendments.

3.2 Golf Shop and Food & Beverage

The Company shall make and execute, or supervise and have control over the making and executing of all decisions concerning the routine day-to-day operation of the golf shop and food and beverage operation (until the food and beverage operations are assumed by the third-party vendor referenced in paragraph 1.6 above including the maintenance and repair of all furniture, fixtures and equipment related to such operation provided such activities are within the constraints of the approved Budget.

3.3 Agronomics & Maintenance

The Company shall make and execute, or supervise and have control over the making and executing of all decisions concerning the routine day-to-day maintenance, repair and landscaping of the Golf Course on behalf of the City. In connection with the performance of routine day-to-day maintenance, repair and landscaping, the Company shall supervise the installation of minor capital improvements to the Golf Course provided such improvements are within the constraints of the approved Budget.

3.4 Supplies, Equipment, Services, Inventory and Merchandise

The Company shall, on behalf of the City, negotiate for the procurement of and obtain all operating supplies, operating equipment, and services related to the operation of the Golf Course in accordance with Program. In arranging for the procurement of such supplies, equipment and services, Company shall adhere to City's relevant policies and procedures and shall endeavor to obtain the most competitive price.

Company shall further negotiate for the procurement of and obtain required merchandise for the pro shop and food and beverage operation. Company shall maintain an accurate recording of inventory levels at the end of each month and perform cost of sales calculations as required in accordance with best business practices.

3.5 Personnel

The Company shall select, hire, discharge and supervise all labor and employees which it deems

necessary or advisable for the operation and maintenance of the Golf Course. Company shall have the authority to (i) hire the types and number of personnel that, within its reasonable discretion, it deems appropriate for the operation and management of the Golf Course, (ii) supervise employees, (iii) determine the structure of employee compensation (including benefits, incentives and bonuses), (iv) structure staff coverage, working hours and schedules and (v) establish necessary job descriptions, hiring guidelines, policies and procedures, all consistent with the Program approved by the City. Company's employees shall perform their duties in an efficient, professional and courteous manner. All employees hired by the Company shall be the employee of the Company and NOT the employee of the City. The Company will not have the authority to select, hire, discharge or supervise any employee of the City.

3.6 Reporting

On a weekly basis, Company shall submit to the City a report that includes, but is not limited to:

- Rounds played,
- Golf revenue,
- Food and beverage revenue,
- Merchandise revenue,
- Other, miscellaneous revenue,
- Total revenue

On a quarterly basis, Company shall submit to the City a written, illustrated report that summarizes the facility's operation over the previous calendar quarter including, but not limited to, details on the following attributes:

a) Rounds played,
b) Golf revenue,
c) Food and beverage revenue,
d) Merchandise revenue,
e) Total revenue,
f) Pre-booked events and tournaments,
g) Clubhouse expenses,
h) Maintenance expenses,
i) Historical comparisons of the above data to previous time periods,
j) Marketing and promotional efforts,
k) Non-routine expenses or events,
l) Capital improvements,
m) Detailed Inventory reconciliation report,
n) Cost of goods sales report,
o) Analysis and summary of the above items, including recommendations for revision and adjustment.

Agenda Item

7

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
RESOLUTION confirming and accepting the ranking of Design-Build Proposals received for the St. Johns River Center and authorizing the execution of a Design Build Agreement with Riverfront Square, LLC in an amount not to exceed $699,144 for the construction of the St. Johns River Center Project - Adopt

SUMMARY:
On July 22, 2014 a Request for Design Build Proposals for the St. Johns River Center was advertised. As part of the request the 60% construction documents from LeHuu were used as the bridging documents. On July 22, 2014 the Evaluation Committee found all three (3) respondents to Phase I met the minimum requirements and were invited to submit Phase II Price proposals. On August 5, 2014 the City held one-on-one meetings with each respondent to hear proposed design variations and innovative concepts. On August 7, 2014 addendum #4 was issued authorizing acceptable design variations for all respondents to use in preparing their Phase II proposals.

On August 26, 2014 three (3) proposals were received. On September 2, 2014 the Evaluation Committee, comprised of Jonathan Griffith, Michael Czymbor, Daniel Sheffield, Terry Hadaway and Bobby Holt, met to rank the proposals, which were ranked by the Committee as follows:
#1 - Riverfront Square, LLC in association with Robert Goodwin, AIA
#2 - Cabot Construction, Inc.
#3 - Synergy Const. in association with Passero Associates

Riverfront Square, LLC was selected as the first ranked respondent; therefore, Staff proposes to use the 2014 AIA Design Build Contract and to award the contract in an amount not to exceed $699,144 for the design and construction of the St. Johns River Center to Riverfront Square, LLC. Riverfront Square is in association with Mr. Robert Goodwin, AIA. Mr. Goodwin will serve as the Architect of record and Riverfront Square will serve as the construction manager.

It should be noted that the City received three (3) good proposals. All three (3) of the proposals and all RFP documents are available for viewing at http://palatka-fl.gov/bids.aspx?bidID=1 .

A proposed schedule has been attached for your review. However, we will be revisiting the schedule with input from GP, Malone, Riverfront Square and Building Department staff. A revised schedule should be issued one (1) week after award. The Advisory Committee will also be asked to reconvene immediately after the schedule has been set. The project is funded completely by Georgia Pacific.

City staff is optimistic and looking forward to working with Riverfront Square, LLC and Mr. Robert Goodwin, AIA on this project.

RECOMMENDED ACTION:
Adopt a resolution accepting and confirming the Committee's ranking of the St. Johns River Center Design-Build RFP respondents and authorizing the City Manager and City Clerk to execute and attest a Design Build Agreement with Riverfront Square, LLC in an amount not to exceed $699,144 for the St. Johns River Center project

RESOLUTION No. 2014-10-116

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING AND ADOPTING THE EVALUATION COMMITTEE'S RANKING FOR THE PROPOSED ST. JOHNS RIVER CENTER (PROJECT) AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A DESIGN BUILD AGREEMENT WITH RIVERFRONT SQUARE, LLC IN AN AMOUNT NOT TO EXCEED SIX HUNDRED AND NINETY-NINE THOUSAND ONE HUNDRED AND FORTY FOUR DOLLARS ($699,144)

WHEREAS, on January 10, 2012 the **City** adopted Resolution No. 2013-9-65 entering into an Agreement with Georgia Pacific, to fund the design and construction of the proposed St. Johns River Center (the **Project**); and

WHEREAS, on June 20, 2014 the **City** advertised a Design Build Hybrid Request for Proposals for the St. Johns River Center;

WHEREAS, on July 22, 2014 the Evaluation Committee found the following firms and or associations met the minimum qualifications of the Phase I review criteria and shortlisted in no particular order:

1. Synergy Fabrication, LLC in association with Passero & Associates;
2. Riverfront Square, LLC in association with CRG Architects; and
3. Cabot Construction, Inc;

WHEREAS, on August 26, 2014 the City received three (3) Phase II Price Proposals;

WHEREAS, on September 2, 2014 the Evaluation Committee ranked the firms and or associations in the following order:

1. Riverfront Square, LLC in association with CRG Architects;
2. Cabot Construction, Inc; and
3. Synergy Fabrication, LLC in association with Passero & Associates.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida accepting and adopting the ranking of the Evaluation Committee for the St. Johns River Center (Project) and authorize the City Manager to negotiate a Design Build Agreement with Riverfront Square, LLC in an amount not to exceed $699,144 for the St. Johns River Center project.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11th day of September, 2014.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

_____

CITY ATTORNEY

AIA® Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

and the Design-Builder:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Owner and Design-Builder agree as follows.

Sample

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:
(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

Init.
/

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§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

.2 Submission of Design-Builder Proposal:

Sample

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.3 Phased completion dates:

.4 Substantial Completion date:

.5 Other milestone dates:

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

.2 Consultants

.3 Contractors

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6 .

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

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§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 14.4

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Build and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

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§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

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ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 All taxes levied on professional services and on reimbursable expenses; and
.9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of _____ percent (__%) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid _____ (__) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

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§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment
For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

.1 Work completed for the period;
.2 Project schedule status;
.3 Submittal schedule and status report, including a summary of outstanding Submittals;
.4 Responses to requests for information to be provided by the Owner;
.5 Approved Change Orders and Change Directives;
.6 Pending Change Order and Change Directive status reports;
.7 Tests and inspection reports;

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.8 Status report of Work rejected by the Owner;
.9 Status of Claims previously submitted in accordance with Article 14;
.10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
.11 Current Project cash-flow and forecast reports; and
.12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:
.1 Design-Builder's work force report;
.2 Equipment utilization report; and
.3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules
§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals
§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

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§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

.1 allocations of program functions, detailing each function and their square foot areas;

.2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

.3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal;and dates of periodic design review sessions with the Owner; and

.4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

.1 Confirmation of the allocations of program functions;

.2 Site plan;

.3 Building plans, sections and elevations;

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.4 Structural system;
.5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
.6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

.1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
.2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
.3 The proposed date the Design-Builder shall achieve Substantial Completion;
.4 An enumeration of any qualifications and exclusions, if applicable;
.5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
.6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction, may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

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§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

.1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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.2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

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§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

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§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

.1 Additional costs of professional services;

.2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;

.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions, and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing

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physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

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§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

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§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The

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Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

.1 defective Work, including design and construction, not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
.3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a

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separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;

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.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-

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Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to

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correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering

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and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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.3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or

.4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

.1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;

.2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;

.3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;

.4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

.1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;

.2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

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§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

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§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

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§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

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§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

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ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

.1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder

.2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed

.3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds

.4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

.6 Other:

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

Sample

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CITY of Palatka
FLORIDA

DESIGN-BUILD HYBRID
REQUEST FOR PROPOSAL

for the

St. Johns River Center, Palatka Florida

JUNE 2014

RFP/CONTRACT FORM

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ATTACHMENTS
60% PLANS & SPECIFICATIONS
EXHIBIT ELECTRICAL REQUIREMENTS
CONTACT SHEET
PUBLIC ENTITY CRIMES SWORN STATEMENT
DRUG FREE WORKPLACE CERTIFICATION
E-VERIFY STATEMENT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
BID BOND
PRICE PROPOSAL FORM & CERTIFICATION
PERFORMANCE EVALUATION QUESTIONNAIRE (REFERENCE QUESTIONNAIRE)

ANTICIPATED SCHEDULE

DATE	EVENT
6/20/2014	Advertisement
7/3/2014	Deadline for Questions
TBD	Addendum (if necessary)
7/15/2014 3:00 p.m.	Phase I Proposals Due
7/18/2014 10:00 a.m.	Public Meeting of the Selection Committee
7/22/2014 5:00 p.m.	Selected Respondents for Phase II Published
7/25/2014 10:00 a.m.	Mandatory Pre-proposal Meeting for Phase II
8/1/2014	Deadline for Design-build Firms to Request Participation in One-on-one Alternative Technical Concept meetings
8/5/2014	Alternative Technical Concept meetings
8/7/2014	Deadline for Design Variations, Alternative Technical Concepts Requests and Phase II Questions
TBD	Addendum (if necessary)
8/13/2014	Phase II Proposals Due

SECTION 00 21 16 - INSTRUCTIONS TO PROPOSERS

1. You are invited to submit a proposal to provide Design-Build (D/B) services for the St. Johns River Center Project at 103 North First Street Palatka, Florida.

   A. Phase I proposals are due **Tuesday, July 15, 2014**
   B. Site visits will not be allowed for Phase I
   C. There will be a pre-proposal meeting for firms selected to participate in Phase II. It will be held at a date and time to be determined (TBD) by amendment.
   D. Phase II proposals are due: TBD by amendment.
   E. Interviews for Phase II proposers will be at a date and time TBD by amendment.
   F. All major contractors/subcontractors performing any of the General, Plumbing, Heating, Ventilation, Electrical work must be registered with the City of Palatka, as a contractor, seven (7) days after being selected for Phase II proposals. The City does not prequalify the Design/Build entity separately.

2. The City of Palatka (City) has issued this Request for Proposal (RFP) to solicit competitive Bids and Proposals from Proposers for design, permitting site preparation, construction and commissioning of the St. Johns River Center. The City has an active St. Johns River Water Management District permit for storm water and has employed the services of a Civil Engineering firm to modify this permit to align with the proposed storm water and site work reflected in the attached drawings. This work is separate from the maximum bid price.

   The City has set a maximum Bid Price of seven hundred thousand dollars (**$700,000**) for this Project. The City has prepared and assembled a set of Project contract plan sheets for this Project and these plan sheets are attached to this RFP. Each Design-Build Firm is to develop design approaches with corresponding schedules that maximize the amount of scope in the RFP and the attached contract plan sheets and that can be designed and built without exceeding this maximum stated price. The scope may be modified or changed to meet this maximum Bid Price. A scope change can be defined as physical items actually altered from the RFP and all scope changes shall be shared with the Design-Build Firms. The award shall be made based upon Project scope, qualifications, quality, innovation, schedule and costs (not to exceed the maximum Price). If this maximum Bid Price is exceeded, the Design-Build Firm's Price Proposal shall be found non-responsive and the firm will not be considered for Final Selection.

   Any proposed changes "Design Variations" to requirements of the RFP by a Design-Build Firm must be approved by the City prior to the information cut-off date. Design variations may take into account alternatives to the structural system, foundation, materials, roof, windows, balcony construction, mechanical systems, etc. These changes will be shared with all other Design-Build Firms. Innovative concepts will not be shared with other Design-Build Firms. An "innovative concept" or idea would be the Design-Build Firms means and methods in constructing the Project and not part of approved changes to the RFP. For this Project, the City considers the following to be requirements of the Project that are not to be changed by the Design-Build Firms: the interior layout of the building, location of the structure and site design. Design variations which reduce scope, quality, performance, or reliability shall not be considered as innovative concepts and will not be considered. **Acceptable design variations and innovative concepts are encouraged.** The Design- Build Firm will take full responsibility for the contract plans.

   A. This RFP is for a **Firm Fixed Price Contract**.

3. Any questions or requests for clarifications, and information concerning this RFP must be received by the advertised date and time by email to the City Project Manager at jcgriffith@palatka-fl.gov with a subject heading of **DB RFP - St. Johns River Center Inquiry.** All prospective respondents shall register their email and phone contact information with the project manager. All project updates and amendments will be distributed via email.

4. **Scope of Work:**
   The project involves the design, permitting and construction of the St. Johns River Center. The St. Johns River Center is a joint effort between the City of Palatka, Florida, and Georgia-Pacific's Palatka Pulp and Paper Operations. The selected design-build entity will be expected to work cohesively and efficiently with the exhibit

design firm throughout the design completion and construction process. The center will focus on the wetland areas associated with the St. Johns River system.

Located on the corner of Memorial Drive and St. Johns Avenue in Palatka, the center will serve as a prominent location for promoting study of area wetlands by visitors, tourists, academics and others interested in our natural environment.

Exterior construction finishes shall be low maintenance and in compliance with existing downtown overlay standards. The use of salvaged material (i.e. historic road brick, reclaimed lumber) as interior finishes is expected. The architecture exhibited in the 60% plans represents an acceptable layout and floor plan and interior layout. Curricula and exhibits contracted by Georgia Pacific are in development. Modifications to the interior layout shall not be considered without approval from Georgia Pacific and their consultants. The 60% plans do not represent an acceptable exterior and shall be modified to comply with the Downtown Overlay Standards and to satisfy the City's vision for this building. The current building design and its' deficiencies will be discussed at the Phase II per-proposal meeting. Scope items include:

New building: New open floor plan museum, classroom and multipurpose building overlooking the St. Johns River and Park. The exterior of the building shall exemplify Civic permanence and a distinct architectural feature to make it identifiable as a keystone building within the Riverfront Redevelopment Area while complying with the Downtown Overlay Standards.

New plaza: New plaza to accommodate school groups and outdoor gatherings. The 60% design of the plaza is included. Final design of the plaza will be provided by the City. Construction shall include reclaimed timber benches, an integrated rain garden storm water system, hardscaping, landscaping and installation of 10'x10' river themed tile mosaic and bronze floor medallion (to be provided by City).

Utilities: New water, sewer, electric and telecommunications connections. Water will be provided to the site boundary for connection by the City. Sewer is available on St. Johns Avenue and shall include the installation of a sanitary manhole within the existing brick crosswalk to minimize disturbance to the site. Location of telecommunications and electric are to be determined by contractor. The installation of a transformer is expected.

Signage: New outdoor monument sign, wall sign and temporary banners.

5. **Submitting Proposals:**
Offerors must submit one (1) original, five (5) hard copies and one electronic copy, bound as described in Standard Documents for Design Build, 00 42 10

A. Proposals will be received at City Clerk's office located at:

City of Palatka
201 North Second Street
Palatka, FL 32177
Attention: Betsy Driggers, City Clerk

B. **HAND CARRIED PROPOSALS:** Proposals will be received at the City Clerk's office specified in the RFP. Hand carried proposals must be deposited at the appropriate bid receiving office prior to the time established for receipt of proposals. Each proposal will be stamped with the date and time of receipt. Delays are probable at the entry point and should be taken into consideration. Late receipt of proposals due to entry delays will not be deemed excusable and the proposal will be declared "late" by the City Clerk. Bids received after the submittal deadline shall be rejected.

6. **Two Phase Design-Build RFP Process**
A. This procurement is being solicited using the Design-Build RFP process authorized Florida Statute 287.055. As part of Phase I, D/B entities shall submit their qualifications, availability, and past work of the firms, including the partners or members thereof. Following the review, evaluation, and rating of these proposals, the City may select at least three (3) of the highest rated offerors/contractors to receive a Phase II

technical requirements package and to participate in the Phase II process of this RFP. Phase II offerors shall provide a technical and cost proposal for consideration by the City. The City will review the technical and price proposals of the Phase II offerors. Evaluations will be conducted in accordance with City's Rules and Regulations and the evaluation criteria set out in Sections 00 51 00 – PROPOSAL EVALUATION AND BASIS FOR AWARD, 00 51 01, and 00 51 02 of this RFP.

B. Firms formally organized as design/build entities or design firms and construction contractors that have associated specifically for this project may submit proposals. For the purpose of this RFP, no distinction is made between formally organized design/build entities and project-specific design/build associations. Both are referred to as the design/build offeror (or simply "offeror"), or the design/build entity (or simply "Contractor"), after award of a contract. All designs must be accomplished under the direct supervision of licensed professionals registered in the appropriate technical disciplines, and meeting other certification and licensing requirements specified in the request for proposal. The lead firm submitting the proposal is the "offeror". The lead firm and all design and construction team members will be considered the Design/Build entity.

C. All offerors will be notified of City's response to the Phase I submittals. The names of the offerors selected to participate in Phase II will be published on the City's website at www.palatka-fl.gov.

D. The Phase I and II RFP's have been developed based on the specific criteria as defined by and in accordance with City's Rules and Regulations and Florida Statutes. The design is developed to approximately 60%. This will include the following conceptual plans showing dimensions, demolition plan, existing and proposed site and utility plans, electrical site plan, floor plan, elevation, and occupancy loads. Also included are: a topographic survey, a geotechnical report, a boundary, and Downtown Design Overlay Standards. These documents will be made available to the selected offerors as part of the Phase II RFP.

E. For all those contractors who compete in both Phase I and Phase II, the contractor's proposal shall be defined as all information that was submitted in response to the requirements of both phases of the RFP.

7. Funds available for design and construction: seven hundred thousand dollars **$700,000**. This amount constitutes the entire budget for design construction, permitting, impact fees and construction. **No additional funds are available for this project.**

8. **TIME AVAILABLE FOR DESIGN AND CONSTRUCTION**: Two hundred and fourteen (214) calendar days from Notice to Proceed.

9. **PROPOSAL EXPENSES AND PRE-CONTRACT COSTS.** This RFP does not commit the City to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract. All costs shall be borne by Contractor.

10. **BRIDGING FIRM INELIGIBLE TO COMPETE:** In accordance with Florida Statute 287.055 the City has elected to solicit competitive proposals and has not procured the services of a design criteria professional to serve as a bridging firm. The entire RFP and attached documents shall make up the design criteria. The plans shown were developed by LeHuu Architects and pursuant to the Agreement for Architectural Services between the City and LeHuu Architects are the City of Palatka's. The City has license to use the plans for the project.

11. **EXCEPTIONS**: If the offeror takes exception to any of the requirements specified in this RFP, the offeror shall clearly identify and explain each exception in an addendum to the proposal labeled "Exceptions". RFP requirements are not necessarily negotiable and exceptions may render an offeror's proposal unacceptable and ineligible for award.

00 21 40 CONSTRUCTION ADMINSTRATION FEE

1. The Construction Administration Fee (CAF) for this project is to be included in the not to exceed maximum bid price of seven hundred thousand dollars **$700,000**.

2. Services contract(s) and task/work orders may be subject to grant/loan award and release of funds by the funding agency. The City in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

   Payment methods may include:
   1. Traditional – payment by check, wire transfer or other cash equivalent.
   2. Standard – payment by credit card.

   The City cautions vendors to consider both methods of payment when determining pricing as no additional surcharges or fees will be considered (per Rules for VISA Merchants and MasterCard Merchant Rules). The City will entertain proposals clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial proposal submittal if it is clearly marked as an "Additional discount for payment via traditional methods."

00 25 16 PHASE I PRE-PROPOSAL CONFERENCE

1. No Phase I proposal meeting will be held.

00 31 17 INFORMATION REGARDING AVAILABILITY OF UTILITY SERVICES:
It has been determined that all reasonable amounts of water used in connection with this project will be furnished to contractor without cost. Sewer is available on St. Johns Avenue and shall include the installation of a sanitary manhole within the existing brick crosswalk to minimize disturbance to the site. Location of telecommunications and electric are to be determined by contractor. The installation of a transformer is expected. The offerors will take this into consideration when computing their offers. The offeror may be held responsible for costs should the contractor inadvertently rupture a water line, gas line, or cause misuse of utilities outside the "reasonable" or normal working parameters, as determined by City.

The City will provide the following:
- Access to electrical power and existing metering, consisting of connection to existing facilities.

00 31 19 PHYSICAL DATA

Data and information furnished or referred to below is for the Contractor's information. The City shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

SECTION 00 42 10 - SUBMISSION REQUIREMENTS AND INSTRUCTIONS

1. GENERAL INSTRUCTIONS.

A. **Proposal Preparation Instructions.**

1) Inasmuch as the proposal will describe the capability of the offeror to perform any resultant contract, as well as describe its understanding of the requirements of the Statement of Work, it should be specific and complete in every detail. The proposal should be prepared simply and economically, providing straightforward, concise delineation of capabilities to satisfactorily perform the contract being sought. The proposal should therefore be practical, legible, clear and coherent.

2) These instructions prescribe the required format for proposals, and describe the approach for the development and presentation of the proposal data. They are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section prior to commencing proposal preparation. Offerors are cautioned to strictly comply with all instructions within this RFP to ensure submission of a complete proposal. Failure to furnish a complete proposal at the time of proposal submittal may result in the proposal being unacceptable to the City and eliminated from consideration for award.

3) After compiling all required information, submit the information in accordance with the "Proposal Due Date Schedule" paragraph for the applicable phase and return the original and specified number of copies to the issuing office listed in Section 00 21 16.5. Mark the front of the envelope/box in red ink with the following: "**DESIGN-BUILD PROPOSAL for the Palatka St. Johns River Center".**

4) **Proposal Due-Date Schedule.** The entire Phase I proposal is due by the date and time set for the receipt of proposals shown in Section 00 21 16.1 of this RFP. Offerors are required to include references as part of their Phase I package. **(Failure to provide the required number of references with the Phase I submittal will result in the Phase I submittal rejection).** The date and time for receipt of the Phase II proposals will be issued by amendment to those offerors selected to proceed to the Phase II portion of this procurement.

B. **General Proposal Contents Listed by Phase.**

1) **Phase I Proposal** (Minimum Requirements)

a. **Section 1 – General Documents**
- D/B Cover Letter indicating primary point of contact
- Representations, certifications, disclosures and other statements of offerors including but not limited to applicable licenses, certifications, etc.
- Joint Venture Agreement (if applicable) The City does not provide the joint venture agreement, but it is subject to City approval prior to an award being made.

b. **Section 2 – Offeror's Past Performance**
- Design-Build Entity Qualifications
- Past Performance Evaluation Questionnaire

c. **Section 3 - Technical Capability**
- Technical Approach Narrative
- Offeror's Team Experience
- Other Capabilities

2) **Phase II Proposal** (Minimum Requirements)

a. **Volume 1 – General Documents**
- Price Breakdown

b. **Technical Proposal Volume 2 – Management & Execution Plans**
- Project Management Plan (PMP)
- Design & Construction Schedule

c. **Technical Proposal Volume 3 – Technical Data Proposal For each of listed items as they apply.**
- Element 3-1: Site Development
- Element 3-2: Structural Design
- Element 3-3: Architectural Design
- Element 3-4: Mechanical Design
- Element 3-5: Electrical Power, Lighting, Grounding & Communications Design
- Element 3-6: Fire Protection Design
- Element 3-7: Energy Analysis, Economic Analysis & Control Systems Design
- Element 3-8: Commissioning Plan
- Element 3-9: Environmental Compliance

Offerors are encouraged to take into consideration the level of completion of the current plans when proposing technical data for each of the items listed above.

C. **Written Proposal Format.** (Unless noted otherwise these general instructions apply to both Phase I and Phase II proposals.)

1) Purpose. These instructions prescribe the format of proposals, and describe the approach for the development and presentation of the proposed data. The proposal shall include all of the information requested in the specific instructions. Failure to include all information requested may adversely affect the evaluation. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will be easy for the City to understand and will enable the City to perform a thorough and fair evaluation.

2) Capacity to Perform. Offerors are cautioned to submit enough information to enable the CITY to fully ascertain each offeror's capability to perform all of the requirements contemplated by this RFP. All commitments made in the proposal may become a part of the resultant contract. The data submitted with each proposal should be complete and concise, but not overly elaborate. Any submitted materials not required by this RFP (such as company brochures) shall be relegated to appendices. Excessive reliance on promotional brochures is discouraged.

3) Written Proposals. The proposals shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (10 or larger). Type size for graphics, charts, diagrams and tables, shall be of an appropriate font and size for the application, and must be clearly readable without magnification assistance to the normal eye. Page size for schedules may be up to 11" x 17" and all other charts, tables etc. must not exceed normal legal size (8.5"x14"). Text lines will be no less than single-space. All pages of each proposal shall be appropriately numbered, and identified with the RFP title. For ease of reference, **consecutive page numbering with tabs is required.**

4) Table of Contents (TOC). The proposals shall contain a detailed table of contents. The TOC will identify major areas, paragraphs and subparagraphs by number and title as well as by page number and volume locations. Tab indexing will be used to identify Sections as appropriate. TOC and Tab indexes do not count toward page limitation. If more than one binder is used, the complete table of contents shall be included in each. Proposal Sections 2 and 3 shall not exceed the page limits stated. If the page limit is exceeded, the pages in excess of the limit shall be unread.

5) Page Limits. The page limits include all appendices, charts, graphs, diagrams, tables, photographs, etc. except as noted elsewhere in the instructions. To the maximum extent practicable proposal submission shall be double sided. Each side of a piece of paper counts as one page. Failure to observe these requirements may result in non-compliant proposals being evaluated at the maximum number of pages had the instructions been followed. All pages in excess of the stated limits will not be evaluated.
   a. PHASE I - fifty (50) page limit
   b. PHASE II - fifty (50) page limit

6) Binding. Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover of each binder will clearly identify the offeror's name, Section number(s) and RFP title. The original for each binder will be clearly identified on the cover. All binders will allow for easy removal and replacement of pages. If more than one binder is used, the complete TOC shall be included in each.

7) Electronic Copy. Provide one (1) electronic copy of all of the proposal information for Phase I. Provide one (1) electronic copy of Phase II Volumes 2 & 3, if selected to submit a Phase II proposal. Electronic copies may be submitted on CD-ROM saved in Microsoft Word (2010) format or Adobe Acrobat ("Read Only" files are acceptable). Electronic copies of drawings are not required with the proposal submission.

8) Drawings. Offeror may elect to submit drawings to clarify their Phase II proposals, but are not required to do so by this RFP. In the event Offeror elects to submit drawings, use drawings no larger than Size A1 [approximately 24" x 36"] or smaller than size A2 [approximately 16" x 23"]. No

electronic drawing files are required to be submitted at the proposal stage. Drawings are NOT required in either Phase I or Phase II. Submit all large format drawings rolled not folded.

9) Clarifications. Offeror may, at the discretion of the City, be asked to provide clarifications regarding their proposals in accordance with City's Rules and Regulations. Requests for such information do not constitute discussions. All requests and responses shall be documented and included in the procurement file of the City.

10) Validity. The offeror shall be held responsible for the validity of all information supplied in his/her proposal, including that provided by potential subcontractors. Should subsequent investigation disclose that the facts and conditions were not as stated, the proposal may be rejected or contract terminated for default if after award, in addition to any other remedy available under the contract or by law.

2. PHASE I –QUALIFICATION SUBMITTAL CONTENTS

Submit one (1) original (clearly marked), 5 (five) hard copies, and one (1) electronic copy of the Phase I submittal package.

A. **Section 1 - General Documents.** Submit in a separate envelope, labeled "General Information", with the Phase I submittal.

1) Complete the "Offeror" Phase I portion of the DB-PTF (part 2). Enter "N/A" or leave blank the Phase II portions of the DB/PTF. An official having the authority to contractually bind your company must sign the DB/PTF in accordance with THE CITY's SD-DB Section 00 42 15. One copy of the DB/PTF is required to have an original signature.

2) Include in this section of your submittal the following:

- Representations and Certifications
- Disclosures
- Licenses and certificates

Failure to submit this information with the Phase I submittal will be a material deficiency and the submittal will be rejected.

1) Design Build Associations / Joint Venture Requirements. Parties wishing to propose as a joint venture must submit, with the Phase I Proposal General documents, an executed copy of a joint venture agreement. Two or more firms submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, Florida Administrative Code prior to award. The Proposal shall clearly identify who will be responsible for the engineering, quality control and construction portions of the Work.

B. **Section 2 - Past Performance.**

1) Past Performance will be evaluated using the evaluation criteria set forth in Sections 00 51 00 and 00 51 01 of the RFP. Past Performance includes current and on-going performance.

2) The **Past Performance section of the proposal is limited to a maximum of ten 10 pages**, exclusive of the Past Performance Evaluation Questionnaires. It includes the offeror's (DBQ) and any discussion and or additional information, awards, letters, etc. concerning past performance the offeror includes.

3) Design-Build Entity Qualifications Form (DBQ):

a. References: Offerors shall complete in detail the (DBQ) listing a minimum of three (3), maximum of five (5) contracts (complete or substantially complete) to be used for reference and evaluation purposes. At least two (2) of the projects listed must reflect the experience of the design team.

Detailed instructions are provided in the DBQ. Design-build associations need not have worked together on previous work. **Failure to submit this information with the Phase I submittal will be a material deficiency and the submittal will be rejected.**

a. Offeror shall provide a list of key subcontractors and/or teaming partners to be utilized on this project. At a minimum provide the name(s) of subcontractors to be utilized on the design and oversight team and the major construction subcontractor(s) (as applicable).

b. Except for the design team or prime construction contractor, as applicable, multiple subcontractors may be named for the same discipline, limited to a maximum of two (2) subcontractors per discipline. When multiple subcontractors are provided for the same discipline the evaluation will be in accordance with Section 00 51 01.3 A.5.

c. Offerors shall provide information to demonstrate a history of performance on contracts that are similar in scope, complexity and size and to demonstrate experience in performing work similar in size, scope and complexity to that described in the scope of this procurement. Offerors shall explain what aspects of the referenced contracts they deemed relevant to the proposed effort.

d. Offeror must provide projects that have been performed within past ten (10) years. The period begins ten (10) years prior to the RFP release date and includes current projects.

e. Offerors should include with their proposal information any problems encountered on the identified contracts and the offeror's corrective actions and/or explanation.

4) Past Performance References:

a. Offerors shall prepare and submit to prior clients, to include the owners of all the projects listed on your DBQ as submitted, a Past Performance Evaluation Questionnaire.

b. Completed Performance Questionnaires shall be emailed directly to the City as indicated for review with Phase I submittals.

c. **Failure to submit the required minimum of five (5) and a maximum of seven (7) performance questionnaires for Offeror will be cause for disqualification.**

5) Offerors lacking relevant present/past performance experience may submit information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement if such information is relevant to this project.

a. Such information shall, at a minimum, include:
- Name(s) of Predecessor Company/Subcontractor and/or Key Personnel
- Complete Address
- Telephone, Fax Number and email address
- Brief synopsis of the experience (a resume may be submitted for "Key Personnel")
- Describe in detail relevancy to this project

b. Provide three (3) references for each Predecessor Company, Subcontractor or Key Personnel and send Past Performance Evaluation Questionnaires to these references. Clearly identify the contractor/individual whom the reference information concerns. **Failure to submit the required minimum of three (3) questionnaires for Predecessor Company, Subcontractor or Key Personnel will be cause for disqualification.**

6) Offerors are advised that the City may use all data provided by the offeror in this volume and data obtained from other sources, to include, but not limited to, state-wide databases, in the assessment of past performance. Past performance information on contracts not listed by the offeror, or that of planned subcontractors, may also be evaluated. The City may contact references other than those identified by the offeror and information received may be used in the evaluation of the offeror's past

performance. While the City may elect to consider data obtained from other sources, the burden of providing current, accurate, and complete past performance information rests with the offeror.

C. **Section 3 - Technical Capability.**

1) Technical Approach Narrative. **Narrative shall be limited to a maximum of five (5) pages.**

   a. Describe in general terms how the offeror will approach the design and construction of this facility. The narrative should include considerations of "Fast Track" construction whereby preliminary site construction activities (i.e. mobilization, utility work, construction staking) can begin prior to the completion of the accepted one hundred percent (100%) design documents.

   b. Provide a detailed discussion addressing the proposed organization and the roles and responsibilities of the various sub-contractors for both design and construction.

   c. Include in the narrative the offeror's proposed processes for handling field problems, assuring quality and assuring Designer of Record involvement throughout the construction period.

2) Offeror's Team Experience. **This section shall be limited to a maximum of five (5) pages.** Example projects must have been completed no later than ten (10) years prior to the date of the RFP. The City will also use information provided by A/E's in the Past Performance section in the evaluation of this factor. (Note: This information may be similar to the information provided in the Past Performance section but is obtained here for the purpose of identifying the extent of the offeror and their team's experience, where in the Past Performance factor the information is obtained for identifying "how" the work was performed.)

   a. Provide a discussion of projects (at least three) for which the offeror has been responsible. The examples should be as similar as possible to this RFP in project type, magnitude, complexity, cost, design or features and scope. Each example shall indicate in detail the general character, scope, location, cost, and date of completion of the project. If the offeror represents the combining of two or more companies for the purpose of this RFP, each company shall discuss project examples.

   b. Demonstrate that all lead design personnel have experience and required qualifications in assigned roles on projects of similar complexity, size and scope. Specific projects detailed on the DBQ should be referenced, to ensure proper consideration.

   c. Demonstrate that all lead design personnel are registered and/or certified in their discipline.

   d. Discuss at a minimum the project manager; the project architect; the engineers responsible for civil, electrical, mechanical, fire protection, communication systems and structural design; the quality control manager; and the construction manager and/or project superintendent.

3) Other Capability Information. **This section shall be limited to a maximum of two (2) pages.** Clearly label this section and place after the Offeror's Team Experience.

   a. Describe your office capabilities for using Computer Aided Design and Drafting (CADD) and other forms of automation on this project.

   b. Describe your office capabilities for project scheduling. Include programs you utilize and experience of personnel in these programs. Discuss briefly your plan for scheduling of this project, to include updates. (A sample schedule is not desired.)

   c. Describe your office capabilities for ensuring proper administration of a project of this magnitude and complexity.

   d. Describe your office capabilities for providing promotional illustrations and drawings necessary for the public input process.

e. You may provide additional information on your capabilities, but please be brief.

2. PHASE II - TECHNICAL & COST PROPOSAL – SUBMITTAL CONTENTS

A. General Requirements.

1) Who May Submit Proposals may be submitted by the offerors who receive written notification from the City that their firm has been selected to participate in Phase II of this RFP.

2) Submission Deadline Proposals shall be received no later than the time and date specified by amendment.

3) Compliance Statement In order to effectively and equitably evaluate all proposals, the City must receive information sufficiently detailed to clearly indicate the materials, equipment, methods, functions, and schedules proposed. The offeror is required to certify that all items submitted in its technical proposal comply with the RFP requirements and any differences, deviations or exceptions have been identified and explained. Offerors are required to complete the proposal certification attached. Even if there are no differences, deviations or exceptions, the offeror must submit the certification.

4) Cost Information The technical proposal shall not include any cost information. The technical and cost proposals shall be submitted as two separate documents.

5) Technical Proposal Technical Proposal Volumes 2 and 3 comprise the full Technical Proposal. Volume 2 consists of the Project Management Plan and Design & Construction Schedule. Volume 3 consists of the Technical Data Proposal with various Elements. Evaluation criteria (Section 00 51 02 of this RFP) for the Phase II Proposal will be provided with the Phase II RFP amendment.

B. **Volume 1 - General Documents, Price Proposal.** This information should be submitted in an envelope labeled "General Requirements." This category consists of:

1) Price Proposal Information Offerors shall complete all portions of the Certification and Price Proposal Form and furnish it with the phase II submittal.

2) Price Breakdown Include price breakdown, in the prescribed format.

C. **Technical Proposal: Volume 2 – Management & Execution Plan** The following technical elements shall be addressed in sufficient detail to provide the City with a clear understanding of the offeror's intended performance and shall take into consideration the material provided in the technical data proposal (Volume 3).

1) Project Management Plan. The offeror shall provide a Management Plan. This is an overall plan showing how the offeror will control the job. The term "management plan" is defined as a plan that includes the following sub-plans:

a. Project Key Personnel. Provide the names, resumes, and levels of responsibility of the principal managers and technical personnel who will be directly responsible for the day-to-day design and construction activities. Provide qualifications of key project personnel including name and project assignment, and firm association. Project key personnel shall include the engineering disciplines and key construction subcontractors listed below.

- At a minimum, discuss the project manager; the project architect; the engineers responsible for civil, electrical, mechanical, fire protection, communication systems and structural design; the quality control manager; and the construction manager and project superintendent.
- Demonstrate that all lead design personnel are registered and/or certified in their discipline and have experience and technical competence in assigned roles on projects of similar

complexity, size and scope. Indicate whether each individual has had a significant part in any of the project examples cited.

- If subcontractors will be providing comprehensive design-build services to the Offeror, provide qualifications for their key design personnel as well. If reassignment of personnel is considered possible, provide the names and resumes of the alternative professionals in each assignment.
- Lead Architect/Lead Design Engineer/Construction superintendent must have a minimum of five (5) years experience on specifics of similar projects.

b. Key Construction Subcontractors. Subcontractors shall include, but are not limited to: Five (5) prime trades: General, Plumbing, Heating, Ventilation, and Electrical. Discuss the extent of their roles with respect to the design and construction phases of this project.

c. Quality Control Plan. The Quality Control Plan (QC) is part of the Management Plan. The alliance of the project designer and builder on a project such as this, naturally removes one commonly used method of quality control, that is, the usual reliance of the owner on the design consultant for monitoring construction quality. Although the City shall provide an on-site representative during construction, offerors are expected to develop a formal program of monitoring to ensure a high level of construction quality.

Offerors shall submit QC Plans – Contractor (furnished with the Phase II RFP package) entitled "Contractor "QC". The offeror's program shall include the following characteristics:

- A clear identification of the personnel responsible for QC and a clear policy establishing their authority. The QC group shall be separate and apart from (not the same as) the people that are doing the construction. Of particular interest is the role of the Designer of Record in all design and construction progress.
- A specific description of the tasks and functions of the quality control personnel. A specific policy establishing schedules for the performance of quality control tasks.
- A policy for reporting QC findings to the City Project Manager. A procedure whereby the City may resolve disputes that have not received satisfactory responses from the first levels of QC personnel.
- The names of testing laboratories to be used and the procedures for test data reporting.
- A plan for material storage and protection.
- The plan for review, evaluation, and Offeror QC of the Design Submittals prior to City receipt.
- The plan for review of construction phase submittals.
- Procedures for involving Key Subcontractors in the design development.

d. Planned Safety Activities

- Provide a summary of the Safety Plan that you will implement if you are awarded this contract
- Include in the summary your plans for training and documentation
- Plan should demonstrate familiarity with and adherence to OSHA standards and describe steps to be taken to promote safety during construction
- Explain how you intend to maintain an accident free worksite

2) Design and Construction Schedule Provide an integrated Design and Construction Schedule with all "Fast Tracking" areas clearly identified, if proposed. The Authorization to Proceed (ATP) date shall be assumed as August 25, 2014.

a. The schedule for design and construction shall be task oriented, indicating dates by which milestones are to be achieved.

b. The schedule is to be an integrated and networked multi-layered schedule of program/project tasks. It identifies project events, accomplishment, and criteria and the expected dates of each. These dates are based on the calendar dates provided as the starting point and the logical flow of dates provided by calculating the addition of duration of all tasks using typical schedule networking tools.

c. Each major task will be directly traceable to the requirements of the project. The schedule is intended as a tool for day to day tracking of the program/project that rolls up to increasingly higher summary levels.

d. All tasks/activities in the schedule should be logically linked together showing predecessor/successor relationships.

e. The offeror shall also submit a rationale explaining how the schedules will be achieved. Offerors providing an alternate schedule* shall discuss the perceived benefits to the City.

f. In accordance with SD-DB the Contractor shall be required to: Complete the entire work, to include design and construction, ready for use not later than two hundred and fourteen (214) calendar days) after ATP (see 00 21 16.8 of this RFP). The time stated for completion shall include final cleanup of the premises.

*NOTE: The performance period proposed cannot exceed the number of calendar days noted above. If the offeror proposes a shorter performance period, the offeror's proposed performance period will be used to calculate the new completion date and incorporated into any resulting award.

D. **Technical Proposal Volume 3 – Technical Data**

1) The Technical Data Proposal shall be submitted in separate three-ring binders labeled "Phase II, Volume 3 - Technical Data Proposal". This proposal consists of but is not limited to; design documents, sketches, outline specifications, design analysis, catalog cuts, and other information. Provide five (5) copies of the drawings, if included (size A1); and five (5) copies of catalog cuts and other technical data. Plus one electronic copy. Drawings are NOT required in either Phase I or Phase II, but Offerors may submit them to illustrate their understanding of the project or alternative technical concepts.

2) The following information shall be submitted as part of the Technical Data Proposal (TDP). Proposals shall include graphic description of the design included in the basic proposal clearly indicated as such.

3) **Site Development Design Submittal Requirements.** The site development portion of the proposal must outline the proposed site layout, site utilities, grading, storm drainage, and erosion control practices for construction. The proposed design shall include the following:

a. General Site Development Description of the Project. In narrative format state the purpose and functional layout of all major structures in relation to access drives, the extent of grading and drainage system, as well as erosion control measures in sufficient detail to delineate and characterize functional features and the desired image or visual appearance of this project. The narrative shall reflect setback requirements as indicated on the project bridging document Site Plan, as well as the visual characteristics of the surrounding topography. Include a statement addressing Storm Water Management such that post development runoff does not exceed pre development runoff flows. Also include a statement of any requirements for traffic control/ signage plans to be used during the construction period and then the signage for the completed project. Provide a brief statement of the exterior construction materials to be used in the project.

b. Site Utilities. Narrative of design analysis will contain the following: Criteria listings - manuals, pamphlets, codes, etc.; preliminary pipe sizes presented in tabular form. Describe what is known about each of the utilities needed to service the facility. Describe the utility systems chosen. Identify all utility agreements stating what the utility company will provide and what the

contractor will need to provide. Discuss methods used to verify location and extent of underground. Discuss location and extent of temporary utility connections.

c. Outline Specifications. Provide a list of specifications proposed for use in the design, if the section is not provided in this RFP.

4) **Structural Design Submittal Requirements.** The structural portion of the proposal must outline the proposed methods and materials of design and construction. The design shall include the following:

a. Structural Narrative. General. Provide a general description of the scope of the project and all of the major structures. Give overall building dimensions and a description of the principal features such as wall and roof construction proposed. If the building is irregularly shaped, explain where seismic joints will be placed to create regular shapes or provide a statement that a dynamic analysis of the building will be performed.

b. Framing System. Provide a description of the framing system chosen. Provide a description of the lateral load resisting system and how these loads will be transmitted to the foundations.

c. Foundation. Give a description of the anticipated foundations based on Soil Boring Data located in the bridging document. List special design features.

d. Fire Resistance Statement. State the required fire resistance criteria for all portions of the structural system and the proposed method of meeting these requirements.

e. Design Analysis. The following specific items shall be included. Load Assumptions. State the live loads for which the facility is to be designed. Include roof and floor loads. Provide the wind loads, lateral earth pressure loads, seismic loads, etc. as applicable. Complete analysis is not necessary, only tabulation of loads is required. Utilize factors as provided in the DCM 2009 Article 3.11.

f. Outline Specifications. The offeror shall provide a list of specifications proposed to be used in the design, if sections are not provided in this RFP.

5) **Architectural Design Submittal Requirements.**

a. Architectural Narrative. Demonstrate conformance with the floor plan and functional arrangement; describe alterations to the exterior image depicted in the 60% plans in the RFP. Describe and justify any adjustments or changes to either. Describe interior design theme. Describe any special features or finishes that contribute to the proposed design theme. Describe construction of typical interior partitions. List all architectural betterments and deviations included in the proposal. Include a Life Safety analysis in the narrative.

b. Color Board. Include interior and exterior color board submittals.

c. Certifications. Provide signed and dated certification that the final design shall meet "U" values required in the bridging documents for each exterior wall assembly and roof assemblies. Provide signed and dated certification that the mechanical rooms are of sufficient size to accommodate and serve all mechanical equipment shown and specified by the mechanical design. Include with architectural narrative.

6) **Mechanical Design Submittal Requirements.**

a. Heating, Ventilating, and Air Conditioning (HVAC). The narrative shall include a discussion of the integration of the various supporting systems among themselves and within the proposed structural systems. Describe the methods and plans for coordinating the various supporting systems to minimize construction problems between trades/disciplines. Narrative of design analysis will contain the following: Criteria listings - manuals, pamphlets, technical books, etc., Design conditions used in calculations - inside and outside temperatures, personnel load, outside

air or ventilation requirements, U-factors, and other special conditions; Block loads for heating and cooling shall be calculated using American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE) based methods. Use ASHRAE 90.1 2007 Edition. All load calculation software must be traditionally used by the industry.

b. Equipment. Provide a brief description of all major items of equipment, including catalog cuts. Indicate operating temperatures and capacities. Clearly delineate the separate systems, i.e., Air handling units including heating and cooling type, make-up air units, HVAC hot water heating systems including boilers and heat exchangers, HVAC cooling systems including air or water cooled chillers and DX condensing units, Air terminals including variable air boxes and fan powered boxes, Air device types, miscellaneous fans including return and exhaust air systems. Description of piping systems including type of pipe, insulation requirements, and whether concealed or exposed, including catalog cuts. Describe the general breakdown of the work between the Heating and Ventilating trades.

c. Energy Conservation Design Narrative. Energy conservation measures shall be indicated. The narrative shall describe measures and techniques that are proposed in the mechanical design that will conserve energy.

d. Plumbing. Narrative of design analysis will contain the following:
   - Criteria listing - manuals, codes, etc.
   - Plumbing analysis to confirm number of fixture units, cold and hot water capacity requirements, and equipment or capacities of miscellaneous and special systems
   - Fixture determination listing quantity and type of fixtures for both men's and women's toilets, and other fixtures such as drinking water fountains, service sinks, etc.
   - Description of domestic water heating and storage equipment, including capacity, type (gas, electric, boiler, water), materials, and insulation
   - Piping types and location (concealed or exposed), together with material proposed and insulation requirements
   - Detailed description of key support systems including, but not limited to, compressed air (capacity, pressure, piping, location of air outlets, etc.), roof drainage, fuel oil (quantity, and equipment to be served), and other special system.

e. Outline Specifications. The offeror shall provide a list of specifications proposed to use in the design, if section not provided in this RFP.

7) Electrical Power, Lighting, Grounding, and Communications Design Submittal Requirements.

a. Interior Electrical System Design Narrative (IESD). The IESD shall be a narrative presentation and shall include the following data:

   - Provide a detailed description of the lighting system(s) to be used for each definitive area. Include a concept lighting schedule showing room name and/or number, lighting intensity, type of fixture by manufacturer's name, voltage, and basis of design such as IES criteria, definitive, etc.
   - Only a single catalog cut sheet is required for each fixture type. This cut sheet will establish the physical, functional and visual characteristics of the fixture and establish a level of quality.
   - State the type of wiring system proposed, such as rigid conduit, non-metallic tubing, intermediate conduit, electrical metallic tubing, non-metallic sheathed cable, etc., and where it is intended to be used.
   - Provide a paragraph describing any special items of design, such as specialized equipment, special receptacles, handicapped and seismic requirements, etc. Describe how the applicable grounding system will be achieved.
   - Describe the basic characteristics of the panel boards, protective devices, switchboard, motor control centers, or other major equipment to be provided. Provide the name of the manufacturer(s) and catalog cuts for the equipment that will be used.

b. Specifications. Provide a list of titles of specifications proposed for use in the design, if the section is not provided in the RFP.

c. Communications and Special Systems Requirements. Describe in detail the proposed method of conformance with all elements of the Communications and Special Systems requirements detailed in the Technical Specifications section of the RFP (audio visual, security systems, computer networking, etc.). Narrative will address all aspects of the Communications system and show that the Offeror understands and is capable of implementing the work required to satisfy integration of the RFP requirements for this building into the facility's communications system.

d. Exterior Electrical Distribution System Design Narrative (EEDSD). The EEDSD shall be a narrative presentation and shall include the following data:
   - Indicate the electrical characteristics (phase, voltage and number of wires) of the electrical system proposed for the building. Provide conclusions in the design analysis as related to the total connected load and resulting kVA demand load.
   - Indicate type, number, and kVA capacity of transformer installation proposed. State the primary and secondary connections of transformers (e.g., 12,470 to 480Y/277 volts, Delta-wye) in accordance with ANSI C57.12.00. State the basis for the selection of the secondary distribution voltage, (e.g., 480Y/277 vs. 208Y/120).
   - Include any analysis or reasoning used in making this selection.
   - Provide a statement describing street lighting, security, parking lot lighting, or sidewalk lighting requirements. Types of fixtures, pole heights, and proposed intensities are to be included. Only a single catalog cut sheet is required for each fixture type. This cut sheet will establish the physical, functional and visual characteristics of the fixture and establish a level of quality. Provide a statement describing the extent of any exterior work.

e. Energy Conservation Design Narrative (ECD). Energy conservation measures shall be indicated. The narrative shall describe measures and techniques that are proposed in the electrical design that will conserve energy.

8) **Fire Protection Design Submittal Requirements.**

a. Narrative. A narrative will be provided addressing the below items or feature of the building in this project.

   - Certification: Provide certification by the fire protection engineer that the building design shall comply with the life safety/fire protection provisions of the applicable codes.
   - Automatic fire extinguishing systems and hose standpipe systems: Identification of all areas provided with sprinkler protection and the type of sprinkler system provided, sprinkler hazard classification for these areas.
   - Fire alarm and detection systems: Type of alarm and detection system, location of the fire alarm and detection equipment including fire alarm control panel, and catalog data sheets of major components.

9) **Energy Analyses, Economic Analyses, Control Systems Submittal Requirements.** The following items shall be submitted with the proposal:

a. Utilization of high efficiency, economical systems are required, when properly justified. The application and utilization of new principles and ideas is encouraged, where applicable.

b. A description of all HVAC systems to be considered in a life cycle cost analysis (LCCA). The LCCA is to be submitted by the successful contractor.

c. List of specifications to be used.

d. A description of the proposed Direct Digital Controls System (DDC) to be used, if applicable.

e. Utilization of Renewable Energy. Utilization of renewable energy systems is encouraged. Clearly define any proposed renewable energy systems. Provide all manufacturers' catalog and performance information in order to clearly assess its limitations and applicability. Clearly identify projected increases or decreases in operations and maintenance costs as compared to standard system. Consideration for the use of renewable energy systems will be given.

f. Energy Conservation Design Narrative (ECD). Energy conservation measures shall be indicated. The ECD narrative shall describe measures and techniques that are proposed in the design that will conserve energy.

10) **Commissioning Plan.** Commissioning is defined as the testing, adjusting, balancing, and validation process necessary to establish that the equipment and systems installed comply with the design, have been properly started per the manufacturer's start-up instructions and validate the adequacy of the original design. The following items shall be submitted with the proposal:

a. Narrative. Provide a narrative description of how the commissioning process will be managed and tracked, starting at the design stage, through the construction, startup, final acceptance and warranty stage. Include a brief description of what checks and balances will be used to ensure design requirements are met and that problem areas are documented and resolved.

b. Mechanical Equipment. The commissioning process shall, at a minimum, comply with the Testing, Adjusting & Balancing requirements as stipulated by the ASHRAE or Portland Energy Conservation, Inc. (PECI) or other generally accepted authority. The commissioning process shall not be limited to the mechanical systems, but shall apply to all systems.

c. Special emphasis shall be given to the security, fire alarm and direct digital control (DDC) systems and subsystems.

d. List of all equipment and systems that shall be commissioned.

11) **Environmental Compliance.** The following items shall be submitted with the proposal:

a. Narrative. Describe your team's approach to environmental compliance and the proposed management program to be used for the tracking, management and compliance of all environmental issues. Develop a detailed environmental compliance plan identifying all environmental and construction type permits required, primary office having jurisdiction, general description of requirements, processing time and potential impact on project schedule. Plan shall clearly address the following areas:

- Permit Application and Compliance Testing
- Hazardous Material Identification & Management
- Hazardous Waste Management & Disposal

b. Tracking System. Contractor shall provide any forms and/or systems used to effectively manage these requirements throughout the life of the project

c. Utilization of Recycled Materials. Clearly define any recycled materials to be used. Provide all manufacturers' catalog and performance information in order to clearly assess its limitations and applicability. Ensure information clearly defines the amount of recycled materials being used and their proposed use. Consideration for the use of recycled materials will be given.

00 51 00 PROPOSAL EVALUATION AND AWARD

1. The City intends to award a contract to the offeror deemed responsible in accordance with the City rules, and whose proposal conforms to the RFP's requirements and receives the highest overall ranking from the Selection Committee.

2. The source selection process will be conducted in two phases. There will be two separate evaluations made.

    a. Under Phase I, past performance and technical capabilities will be evaluated.

    b. If fewer than two (2) proposals are received for Phase I, the City will not review the proposals, but will return them unopened to the offeror. The City will then decide whether to withdraw the project or re-advertise it.

    c. Following the review, evaluation, and rating of the Phase I proposals, the City may select no less than three (3), but no more than seven (7), of the highest rated contractors to receive the technical requirements package and provide a technical and cost proposal for consideration by the City. If fewer than two (2) Phase I proposals are deemed acceptable for Phase II selection, the City may withdraw the project or re-advertise it.

    d. Phase II evaluation criteria and weighting factors are provided, however, the City reserves the right to amend the criteria and/or weighting factors at the time the Phase II amendment is issued.

3. The offerors' proposals, for those who compete in both Phase I and Phase II, are defined as all information that was submitted in response to the requirements of both phases of the RFP.

4. Offerors are reminded to include their best technical and price terms in their initial offer.

5. Noncompliance with the RFP requirements in either phase may raise serious questions regarding an offeror's technical and/or cost performance and may be grounds to eliminate the proposal from consideration for contract award. Failure to include all information requested may adversely affect the evaluation and/or result in elimination from the competition.

6. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will be easy for the City to understand and will enable the City to perform a thorough and fair evaluation.

7. The City will conduct a proposal compliance review after each phase closing date for determination of basic proposal adequacy prior to providing the proposals to the evaluators. Failure to provide a complete proposal (all required Volumes) may result in the proposal being removed from further consideration for award.

8. Although the assessment of past performance as a specific evaluation factor is separate and distinct from the determination of responsibility, past performance information obtained herein will be used during the City's responsibility determination. The City also reserves the right to obtain additional information solely for the purpose of making a responsibility determination from all offerors after receipt of proposals. Request for responsibility information does not constitute discussions.

9. The City intends to evaluate proposals and award a contract without discussions with offerors.

10. The City reserves the right to conduct interviews in accordance with City Rules and Regulations and this RFP; however no changes to the proposal can be made through the interview process.

11. The proposal must set forth full, accurate and complete information as required by this RFP. The City will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (if applicable, e.g., key personnel, subcontractors, plans, etc.) will be utilized for the duration of the contract and any substitutions will require prior City approval.

00 51 01 PHASE I EVALUATION CRITERIA

1. **General:**
    A. **This submittal shall not exceed fifty (50) pages.**
    B. Weighting criteria shall be disclosed in a project-specific basis, by a table attached to the RFP.

C. The evaluation will consider such things as an offeror's business practices, customer relationship, ability to successfully perform and other considerations as described in the Evaluation Criteria.
D. Evaluators will consider current trends of the performance information while conducting the performance evaluation.
E. The offeror's submitted experience and professional data for their intended designer(s) and subcontractor(s) for design and any major system shall obligate the offeror to perform this work with the subcontractor(s) or firm(s) evaluated, unless an acceptable substitution is otherwise approved by the City.

2. Experience of Personnel Assigned to the Project:

A. Include only personnel who will be active participants on this project team.
B. Preference may be given to experience with current firm. However, if experience with current firm is limited, experience with previous firms will be considered.
C. Experience must include experience relevant to position on this project team.
D. Of particular interest is the experience and qualifications of both the designer(s) and sub-contractor(s). Failure of an offeror to demonstrate that all lead design personnel are registered and/or certified in their discipline may adversely affect the evaluation.
E. As a minimum, the discussion must adequately address the project manager; the project architect; the engineers responsible for civil, electrical, mechanical, fire protection, communication systems and structural design; the construction manager and/or project superintendent.

3. Past Performance

A. **General**

1) List at least five (5) projects in the past ten (10) years.
2) An offeror with no, or limited, past performance may receive ratings based on the evaluation of its predecessor companies, key personnel, and/or subcontractors. These ratings may not have the same weight as the ratings of the proposing company.
3) The City may contact the Offeror for additional information and to assure validity of the received questionnaires. The City reserves the rights to obtain and evaluate past performance information from any source it deems appropriate.
4) The City may take into account past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this project. If multiple subcontractors are provided for the same discipline the City will use the lowest rated subcontractor in the evaluation. The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing contracts.
5) Current performance occurring within the past five (5) years prior to the RFP release date.

B. **Experience in Project Type**

Weight will be given to:

- Design/build experience.
- Similarity of the client type.
- Location at which work was performed.
- Construction methods.
- Complexity of work.

C. **Record of On-Schedule performance.**

- Contractor will be evaluated on meeting the original contracted schedule for each listed project.
- If delays were outside contractor's control, please explain (do not exceed the page limit).
- Resolved delays in an expeditious manner.
- Identification/correction of deficient work in a timely manner.
- Provided submittals in a timely manner.
- Timely completion of punch-list items.
- Timely submission of close out documents.
- Contractor provided timely and satisfactory response to warranty issues after project completion.

D. **Experience with Similarly-Sized Projects**
- Greater weight will be given to projects of similar size, complexity and value.
- Project scope.
- Square footage, HVAC size, other project-specific factors.

4. **Collaborative, Teaming, Problem Solving Approach**

A. **General Business Practices**
1) Contractor to provide experienced managers, and supervisors with the technical and administrative abilities needed to meet contract requirements.
2) Contractor shall cooperate to resolve problems, attend meetings (as applicable) and maintain communication to assure satisfactory resolution.
3) The contractor shall submit proposals that accurately represented the work required.
4) The City will evaluate the implementation plans for utilizing "fast track" procedures this project. Offeror must demonstrate a suitable understanding of the process and adequately address any anticipated risks associated with D/B processes.
5) The proposal shall demonstrate adequate office capabilities for ensuring proper administration of a project of this magnitude and complexity.

B. **Subcontractor Management**
1) History of hiring experienced subcontractors.
2) History of paying subcontractors/suppliers in a timely manner
3) Proposal provides a detailed and adequate discussion of the proposed organization and the roles and responsibilities of the various sub-contractors for both design and construction.

C. **Site Management/Superintendent/Designer Involvement**
1) Management team shall ensured compliance with contract requirements & safety regulations.
2) Management team shall act promptly to resolve problems and ensure work quality.
3) Management team has sufficient authority to make decisions or take actions during project performance.
4) Site manager/Superintendent present on site when work is performed providing adequate on-site supervision.

5. **Successful Reference Checks**
A. Contractor must request references for all projects listed.
B. All reference checks are part of the submittal package.
C. Greater weight will be given to similar projects which most closely resemble the project identified in this RFP in type, magnitude, complexity, cost, design or features and scope will receive the highest consideration.
D. Based on the contractor's overall performance, how willing is the customer to re-hire the offeror.
E. (QC) of Design and Construction
- Quality of Workmanship
- Adequacy of the Contractor QC
- Adequacy of Materials
- Adequacy of Submittals
- Adequacy of "As-Builts"

6. **Financial Capability**
A. Bonding capacity
B. Insurance
C. Bank references

7. **Other past performance considerations**: The City may also consider the following issues when evaluating an offeror's past performance:

A. Effectiveness of prior value engineering change proposals (impact on reducing cost or schedule, increasing efficiency or improving quality).

B. Professional/Industry Awards.
C. Letters of appreciation, recognition or commendation, etc., received on behalf of a customer may be submitted. The City will consider up to five (5) such documents.
D. Unique skills and accomplishments.
E. Prior contract terminations.
F. Adherence to D/B Statements of Work and/or accepted proposal to include betterments.
G. Other data provided by the offeror, which is not required, or other data available to the City may also be considered when evaluating an offeror.

00 51 02 PHASE II EVALUATION CRITERIA

1. GENERAL

A. **This submittal shall not exceed fifty (50) pages.**

B. The City reserves the right to reject any or all proposals at any time prior to award; to award a contract to other than the offeror submitting the lowest priced offer; and to award a contract to the offeror submitting the proposal determined to be the most advantageous to the City.

C. It is the City's goal to award the project within its D/B cost limitation. Significant variation from this amount could result in the City's inability to award based on lack of funding.

D. If, because of reasons beyond the control of management, the original key design and/or contractor positions are not able to fulfill this obligation, replacement personnel with same or exceeding the education and experience shall be provided to the City for acceptance.

E. Requirements stated in this RFP are minimum requirements. Innovative, creative, or cost saving proposals that meet or exceed these requirements are encouraged and will receive consideration accordingly. Deviations from space and adjacency requirements are discouraged unless the change results in a significant improvement to the facility. Deviations from any requirements should be clearly noted and justified in the proposal.

F. Items offered by the proposal, exceeding or deviating from the RFP minimum requirements, shall be clearly identified as a "Betterment" or "Deviation" and noted on the drawings, if provided, and included in the schedule as appropriate. The following applies to all the Technical Data proposal requirements.

1) Betterments. Betterments must be listed separately for each of the elements. If provided, the offeror will be evaluated on the priority and number of Betterments proposed. Higher evaluations will be assigned based on the value and City's evaluation of the desirability of Betterments proposed. The City reserves the right to accept or reject a Betterment based on desirability and project needs. The City reserves the right to accept or reject any Betterment without discussion

2) Deviations. The Offeror shall provide a list of all other deviations, deemed necessary by the Offeror to achieve cost limitations or meet statutory requirements, and/or deemed mandatory due to technical flaws in the RFP (i.e. performance, structural integrity, safety, maintainability, applicable code requirements, etc) in order to deliver the intended basic requirements of the RFP. Offerors who desire to propose deviations for the City's consideration should first propose the requirement as specified in the City documents. Each deviation shall include an explanation of why the Offeror believes the deviation is necessary. Costs and or credits, by item, shall be listed by the offeror as an option addendum to the price schedule in the RFP. (See sample in Pricing Schedule).

G. Pre-award value engineering: Innovative, creative, or cost saving proposals that meet or exceed these requirements are encouraged and will receive consideration accordingly. Offerors who desire to propose alternatives for City consideration are encouraged to do so, but should first propose the requirement as specified in the City documents. Each alternative shall include an explanation of what the benefits are and why the Offeror believes the alternative is in the best interest of the City. Costs and or credits, by item,

shall be listed by the offeror as an option addendum to the price schedule in the RFP. Acceptance of these proposed options will be at the sole discretion of the City.

H. Data listed in the instructions provided for Technical Evaluation Criteria will be utilized for technical review and evaluation.

1) The City will evaluate the potential of the Offeror's approach to successfully meet RFP requirements. The Proposal will be evaluated for inclusion of all tasks identified in the proposal requirements detailed in Section 00 42 10.

2) To be considered effective, the approach will, as a minimum, demonstrate:
   - Understanding of the D/B requirements of the RFP,
   - Use of sound D/B principles,
   - Compliance with the engineering criteria,
   - Use of sound engineering principles.

3) Materials indicated in the design/construction criteria Bridging Documents but not indicated in the offeror's specifications, will be assumed to be included and a part of the proposal. If drawings are provided, do not depict items that are not part of the offer (i.e.; furniture, wall hangings, etc.).

2. **COMPLIANCE WITH OBJECTIVES:** The City will ascertain whether the offeror has demonstrated a functionally integrated understanding of the project as detailed below.

A. **Project Management Plan** This information will be evaluated in terms of the degree to which the plan demonstrates the soundness of the Offeror's proposed organization and management structure that will be set up for controlling this project

1) The overall plan must demonstrate how the offeror will control the job. The evaluation will consider:
   - lines of authority/responsibility and communications;
   - compliance with the contract requirements pertaining to Q/C;
   - means by which Q/C will be ensured during the life of the project (design and construction);
   - safety management;
   - facilitation of early identification and resolution of problems;
   - ability to respond promptly to changes;
   - handling of warranty issues; and corporate support

2) Sufficient detail will have been provided so the City has a clear understanding of the offeror's intended performance and shall take into consideration the material provided in the technical data proposal. Project Management Plans will be evaluated for inclusion of all tasks identified in the Project Management Plan submittal requirements detailed in Section 00 42 10.

3) The ability of the Offeror's plan to deliver a quality product and effectively manage the construction team and coordinate all work throughout the design and construction phase of this project will be evaluated. Higher evaluation ratings can be achieved with a thoroughly detailed Project Management Plan (PMP) suitable for the scope and complexity of this project, and which addresses each of the following as a minimum:
   - Organization and Personnel.
   - Sub-Contractor Management.
   - Quality Control Procedures.
   - Safety Procedures.
   - Risk assessment of factors
   - Mitigation plan (may impact budget, quality, or schedule).

4) Procedures for contract closeout (Punch list, as-builts etc).

5) The City may favorably consider proposals that demonstrate that decision authority for change orders and negotiations have been delegated to the on-site project manager.

6) The City may favorably consider offers that propose a representative of the design firm (designer of record) be present on-site during the entire construction phase.

B. **Planned Safety Activities:** Provide a summary of the proposed Safety plan including:
- Plans for training and documentation.
- Demonstrated familiarity with and adherence to OSHA standards.
- Describes steps taken to promote safety during construction.
- Explains plans to maintain an accident-free worksite.

C. **Design and Construction Schedule.** The proposal shall include a schedule that logically details task and timing of the work effort and provides a realistic projection of project events, accomplishments, and criteria and the expected dates of each.

1) The schedule will provide clear tracks for design, technical, schedule, management, etc, and the relationship between them and will be presented in a way that provides the City confidence that the project is structured to be executable for the resources indicated.

2) Each major task is directly traceable to the requirements of the project.

3) If proposed, the offeror has provided an integrated Design and Construction Schedule with all "Fast Tracking" areas clearly identified.

4) To be acceptable the schedule must show total completion of the project within the time frame indicated or as amended. If an alternate schedule is proposed, the alternate schedule must have measurable and desirable benefits.

5) Positive consideration will be given to a schedule that provides benefit to the City.

3. **COMPLIANCE WITH PROPOSAL REQUIREMENTS: PROJECT KEY PERSONNEL**
Minimum qualifications and registration requirements are needed. Offeror must demonstrate compliance with the RFP instructions.

A. Personnel of primary teaming partners will be recognized and evaluated in the same manner as personnel of the Offeror.

B. Design and Construction Personnel.
1) Experience on similar projects, education, professional certification/registration, responsibilities/duties, and years of experience will be evaluated for the key design personnel identified. Offerors with key design personnel with prior experience on similar design projects and/or completion of D/B projects of similar scope and magnitude may receive a more favorable evaluation.
2) The Project Manager may receive a more favorable evaluation based upon experience with D/B and/or teaming with the prime construction contractor.

4. **QUALITY**
A. **Quality Of Materials**
1) Ensure the quality of the materials and equipment proposed meet or exceed the quality required by the RFP.

B. **Quality Of Design Parameters**
1) Details meet or exceed quality of design intent.
2) Design intent of bridging documents is met or exceeded.
3) Procedures for compliance with local codes as required.

C. **Quality Control Plan** The Q/C Plan along with a narrative shall provide a schedule of monitoring to ensure a high level of construction quality.

Proposal provides a narrative of the explanation of the Contractor Q/C activities that meet the special contract requirements and specifications. To be favorably rated the offeror's program will include the following characteristics:

- A clear identification of the personnel responsible for Q/C and a clear policy establishing their authority. The Q/C group shall be separate and apart from (not the same as) the people that are doing the construction.
- A specific description of the tasks and functions of the Q/C personnel.
- A specific policy establishing schedules for the performance of quality control tasks.
- A policy for reporting Q/C findings to the City.
- A procedure whereby the City may resolve disputes that have not received satisfactory responses from the first levels of Q/C personnel.
- A plan for material storage and protection.
- The names of acceptable testing laboratories to be used and the procedures for test data reporting.
- Proposed processes for handling field problems and assuring Designer of Record involvement throughout the construction period are detailed and adequate. Particular attention will be paid to the inclusion of the major construction subcontractors during the design process as well as the definition of the roles and responsibilities of the various subcontractors.
- An adequate plan for review, evaluation, and Offeror Q/C of the Design Submittals prior to City receipt. Review of submittals and extensions of design are discussed. Of particular interest is the role of the Designer of Record in all design and construction progress.

5. **DESIGN CONCEPTS**
Design Concepts shall provide adequate procedures for involving key subcontractors in the design development.

6. **INNOVATION IN MEETING SCOPE AND PERFORMANCE CRITERIA**
Improvements or betterments, if accepted, will be factored into the rating of this parameter.

7. **CONSTRUCTABILITY**
This criterion will be evaluated on the offeror's explanation of why certain construction methods were chosen and the Bridging A/Es evaluation of the following items:

- Use of standard details.
- Coordination between trades.
- Use of readily available materials and equipment.
- Use of industry standard construction and installation methods.
- Site access plan.
- Hoisting plan.

8. **PHASE II - PRICE EVALUATION**

A. **General:** The purpose of the price/cost evaluation is to determine whether an offeror's proposed prices/costs for the project are reasonable and realistic in relation to the RFP requirements and demonstrate an offeror understands the proposal requirements.

1) Any offer (proposal) received that exceeds the City budget amount may result in proposal rejection without discussion and without being evaluated or considered for award.

2) At a minimum, the proposal cost breakdown, should be broken out by trade.

3) The City will conduct a price/cost evaluation of each offeror's proposal to determine whether or not each proposal is reasonable and realistic. Proposals unrealistically high or low in price, when compared to the City estimate, and market conditions evidenced by other competitive proposals received, may be indicative of an inherent lack of understanding of the RFP requirements and may result in proposal rejection without discussion. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if

unique and innovative approaches or conditions are the basis for an unbalanced/inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of cost (Price) realism rests solely with the offeror.

4) In evaluating cost proposals, cost savings arising from an acceptable innovative technical approach such as those resulting from a reduction in the project schedule, may be favorably rated.

5) Proposals evaluated as not satisfying all of the price/cost criteria may be eliminated from further consideration unless the City determines that a minor clerical error has occurred, and then the Offeror may, at City's discretion, be given an opportunity to correct the minor error.

6) In the event the City does not award a contract pursuant to this RFP within ninety (90) calendar days after receipt of proposals, the City reserves the right to allow offerors to make an adjustment in their price proposals to allow pricing adjustments caused by fluctuating construction material market conditions. The City will notify Offerors, normally by electronic mail (email), of a common closing date for receipt of the adjusted price proposals. No additional proposal revisions will be allowed under these conditions.

9. **INTERVIEW**

A. The City will give Offerors selected to submit Phase II proposals an opportunity to further the City's understanding of the information contained in their written proposals. These interviews will be held at a location, time and date to be included in the Phase II amendment.

B. The offeror may bring a maximum of *five (5)* personnel.

C. *One hour* will be allowed for the interview as follows:
- Forty-five (45) minutes for the team presentation
- Fifteen (15) minutes for questions and answers.

D. All information provided, regardless of the format, shall be considered as proposal information, and used in the evaluation process, unless specifically accepted in writing by the Offeror or the City.

E. The interview will provide the Offeror with the opportunity to briefly explain any specific documentation presented, to highlight the special features and significant technical points of their proposal, and to identify the benefits of the Offeror's technical data proposal. Betterments or alternatives that the offeror has included in their proposal should be discussed in detail.

10. **AWARD**

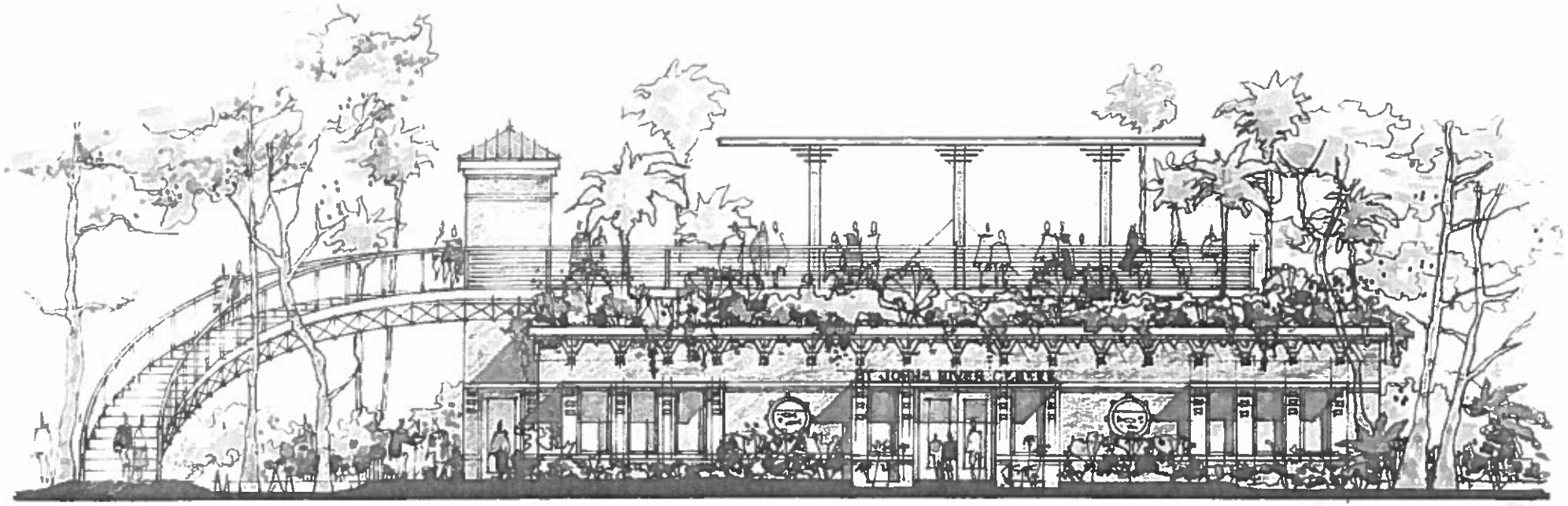
A. The City will award a firm fixed-price contract to that responsible Offeror whose proposal contains the combination of those criteria described in this RFP offering the best overall value to the City. Best value will be determined by a comparative assessment of proposals against all source selection criteria in this RFP.

00 51 24 AMENDMENTS

1. The City reserves the right to revise or amend the RFP, specifications and/or drawings, including changes to the date the proposal is due. Such changes, if any, will be announced by an amendment or amendments to this Request for Proposal. All information relating to this RFP, including pertinent changes/amendments and other applicable information will be distributed a minimum of three (3) days prior to the date set for receipt of proposals to those parties that have registered with the City. Though every effort will be made to provide email notification when a change is posted, such notification is NOT guaranteed and should not be expected.

2. Explanations or instructions given in a form other than an amendment to the RFP shall not be binding.

3. The City will issue an amendment via email to Phase II short list DB entities.



St. Johns River Center

Preleminary East Elevation

River Front Square Development, LLC.

CRG Architects

Figure #1

Agenda Item

8

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
ORDINANCE 12-21 amending Zoning Code Section 94-141(e)(6) to allow home occupations with staff approval after notice of surrounding property owners within 150 feet and Planning Board review if opposition is expressed or staff's decision is appealed - 2nd Reading, Adopt

SUMMARY:
This is the second reading of an ordinance that would amend the Zoning Code to allow for staff approval of home occupations. The Planning Board added to Staff's original recommendation that if any opposition were expressed or if Staff's decision was appealed, the Board would review the request at a public hearing. This zoning change would reduce red tape for home businesses and spur economic development. There is less of a need for Board review since the standards governing home occupations (below) are very specific and ensure that one cannot distinguish between a dwelling and a dwelling with a home occupation.

(1) No person other than members of the family residing on the premises shall be engaged in such occupation.

(2) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and shall under no circumstances change the residential character thereof.

(3) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation, other than one sign, not exceeding one square foot in area, nonilluminated, mounted flat against the wall of the principal building at a position not more than two feet distant from the main entrance to the residence.

(4) No home occupation shall occupy more than 20 percent of the first-floor area of the residence, exclusive of the area of any open porch or attached garage or similar space not suited or intended for occupancy as living quarters. No rooms which have been constructed as an addition to the residence, nor any attached porch or garage which has been converted into living quarters, shall be considered as floor area for the purpose of this definition until two years after the date of completion thereof, as shown by the records of the city building department.

(5) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in the required front yard.

(6) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single-family residence, or outside the dwelling unit if conducted in other than a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises.

(7) The following shall not be allowed as home occupations: beauty shops and barbershops with more than one chair; musical instrument, dance, and swimming instruction for more than one student at a time; studios for group instruction; public dining facilities or tearooms; antique or gift shops; massage therapy for more than one client at a time; photographic studios; fortunetelling or similar activities; outdoor repair; food processing; retail sales; nursery schools; medical or dental laboratories; or kindergartens.

(8) Fabrication of articles such as are commonly classified under the terms of arts and handicrafts may be deemed a home occupation, subject to the other terms and conditions of this definition, and providing no retail sales are made at the home.

(9) A home occupation shall be subject to all applicable city occupational license and other business taxes.

Please note that the code change is only required in Sec. 94-141 (R-1AA single-family residential district) as the following residential zoning categories refer to this section.

RECOMMENDED ACTION:
Adopt on 2nd reading an ordinance allowing home occupations with staff approval after notice of surrounding property owners within 150 feet, and Planning Board review if opposition is expressed or staff's decision is appealed (passed on 1st reading 8/7/14)

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Staff Report	Backup Material
Planning Board Minutes	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 3:33 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 3:34 PM
City Manager	Czymbor, Michael	Approved	8/27/2014 - 3:53 PM
Finance	Reynolds, Matt	Approved	8/27/2014 - 4:06 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 4:09 PM

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 14 - 22

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 94, ZONING CODE, TO ALLOW HOME OCCUPATION APPROVAL BY STAFF WITH NOTICE PROVIDED FOR SURROUNDING PROPERTY OWNERS AND APPEAL OF STAFF DECISION TO PLANNING BOARD; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the Building and Zoning Department for certain amendments to the Zoning Code 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 June 3, 2014, and two public hearings before the City Commission of the City of Palatka on August 7, 2014, and September 11, 2014; 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 CITIZENS OF THE CITY OF PALATKA, FLORIDA:

Section 1. The following Zoning Code Sections shall be amended as follows.

Sec. 94-141. R-1AA single-family residential district.

(a) *Intent.* The R-1AA district is intended to provide for single-family residential areas of low density. Certain structures and uses designed to serve governmental, religious, noncommercial recreational and other immediate needs of such areas are permitted or are permissible as conditional uses within the district, subject to restrictions and requirements necessary to preserve and protect its low density single-family residential character.

(b) *Permitted principal uses and structures.* The following uses are permitted in the R-1AA district:

(1) Single-family dwellings, including those community residential homes declared to be single-family units by state statutes.

(2) Railroad rights-of-way.

(3) Family day care homes.

(4) Home occupations, with notice provided to property owners within 150 feet seven days prior to staff approval, and with conditional use approval required if a written objection is received by staff.

(c) *Permitted accessory uses and structures.* Permitted accessory uses and structures in the R-1AA district are as follows:

(1) Uses and structures which:

a. Are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures.

b. Do not involve the conduct of business on the premises.

c. Are located on the same lot as the permitted or permissible principal use or structure, or on a contiguous lot in the same ownership.

d. Are not of a nature likely to attract visitors in larger numbers than would normally be expected in a residential neighborhood.

e. Do not involve operations or structures not in keeping with the character of a low density single-family neighborhood.

(2) Noncommercial gardens, plant nurseries and greenhouses, servants' quarters, private garages, tool houses, garden sheds and garden work centers, disaster shelters, children's play areas and play equipment, private barbecue pits, private swimming pools, private boathouses, docks and slips, and the like are permitted in these districts.

(d) *Prohibited uses and structures.* The following uses and structures are prohibited in the R-1AA district: Any use or structure not specifically, provisionally or by reasonable implication permitted in this section, or permissible by conditional use.

(e) *Conditional uses.* (Conditional uses are permissible after public notice and hearing and subject to the provisions of section 94-3.) Conditional uses in the R-1AA district are as follows:

(1) Planned unit developments (PUD). (See article IV of this chapter and section 94-2, definitions.)

(2) Patio housing. (See section 94-197 and section 94-2, definitions.)

(3) Publicly owned and operated parks, recreation areas and utility structures.

(4) Golf courses and related clubhouse facilities; except driving tees or ranges, miniature courses and similar uses operated for commercial purposes separately from golf courses.

(5) Private bath, swim, tennis or country clubs and community owned and operated recreation clubs and associations.

(6) Houses of worship.

(7) Subdivision or other development entranceways when built in conformity with chapter 62

(8) Essential services. (See section 94-2, definitions.)

(9) Child care facilities. (See section 94-2, definitions.)

(10) Home occupations if written objection to staff approval of such uses is received. (See section 94-2, definitions.)

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. 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 4. 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 11th day of September, 2014.

Case 14-13
Request to Amend Zoning Code
(Eliminate conditional use requirement for home occupations)
Applicant: Building & Zoning Dept.

STAFF REPORT

DATE: May 28, 2014

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

A request to amend the Zoning Code to not require home occupations to obtain conditional use approval. Public notice included legal advertisement.

APPLICATION BACKGROUND

Zoning Code Section 94-141(e)(6) allows home occupations and requires that such uses meet the following standards.

(1) No person other than members of the family residing on the premises shall be engaged in such occupation.
(2) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and shall under no circumstances change the residential character thereof.
(3) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation, other than one sign, not exceeding one square foot in area, nonilluminated, mounted flat against the wall of the principal building at a position not more than two feet distant from the main entrance to the residence.
(4) No home occupation shall occupy more than 20 percent of the first-floor area of the residence, exclusive of the area of any open porch or attached garage or similar space not suited or intended for occupancy as living quarters. No rooms which have been constructed as an addition to the residence, nor any attached porch or garage which has been converted into living quarters, shall be considered as floor area for the purpose of this definition until two years after the date of completion thereof, as shown by the records of the city building department.
(5) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in the required front yard.
(6) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single-family residence, or outside the dwelling unit if conducted in other than a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises.
(7) The following shall not be allowed as home occupations: beauty shops and barbershops with more than one chair; musical instrument, dance, and swimming instruction for more than one student at a time; studios for group instruction; public dining facilities or tearooms; antique or gift shops; massage therapy for more than one client at a time; photographic studios; fortunetelling or similar activities;

outdoor repair; food processing; retail sales; nursery schools; medical or dental laboratories; or kindergartens.
(8) Fabrication of articles such as are commonly classified under the terms of arts and handicrafts may be deemed a home occupation, subject to the other terms and conditions of this definition, and providing no retail sales are made at the home.
(9) A home occupation shall be subject to all applicable city occupational license and other business taxes.

It is clear that home occupations are bound by very specific regulations that protect neighborhoods and residential character. When such required standards are met, one cannot distinguish between a dwelling and a dwelling with a home occupation. Therefore the need to consider such requests through the public hearing process is not apparent since detailed standards already apply to such uses.

Additional factors include changing factors in today's society including the movement of work from "bricks and mortar" stores to other venues including homes. Many start-ups occur in the home, involve Internet use only, and it is a financial and practical burden on fledgling businesses to navigate the conditional use public hearing process. It would not be difficult for such home-based businesses to avoid zoning and licensing compliance, given their unobtrusive nature, and the resulting black market scenario results in lack of knowledge regarding home business rules and loss of business license revenue.

PROJECT ANALYSIS

Per Section 94-38(f)(2) of the Zoning Code, the Planning Board must study and consider proposed zoning text amendments in relation to the following criteria (if applicable), shown in underlined text (staff response follows each criterion).

The planning board shall consider and study:

a. The need and justification for the change.

Staff comments: the following justifications are applicable.

- The amendment would eliminate unnecessary regulation for home businesses.
- The amendment would encourage new business opportunities for residents.
- The amendment would not eliminate any standards applicable to home occupations assuring compatibility with the surrounding residential neighborhood.
- The amendment would implement Comprehensive Plan policies as noted below.

b. The relationship of the proposed amendment to the purposes and objectives of the city's comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and other city ordinances, regulations and actions designed to implement the comprehensive plan.

Staff comments: the following Comprehensive Plan policies (shown in *italics*) are applicable to this amendment. This amendment is in keeping with the goals, objectives, and policies of the Comprehensive Plan. In regard to the policies listed below, the amendment is in line with stated purposes of promoting infill

development, renewing blighted properties, encouraging the use of existing commercial areas, and practicing innovative development planning.

FUTURE LAND USE ELEMENT

Objective A.1.2 *9J-5.006(3)(b)2*

Upon Plan Adoption, the City shall implement the following policies in order to provide the means for redevelopment and renewal of blighted properties.

Policy A.1.6.1 *9J-5.006(3)(c)*

Provide incentives which direct development to infill in areas of the City with in-place water/sewer lines and paved road. These incentives may include, but not be limited to providing additional permitted land uses through special use designations under the City Zoning Code such as approved "mother-in-law" units with separate kitchens or home office operations for limited business activities.

Objective A.1.8 *9J-5.006(3)(b)9; F.S. 187.201(16)(b)3*

Upon Plan adoption, The City shall establish a program that provides the means for innovative development planning. The end goals of the program are to provide:

- *Flexibility and efficiency in site design to reduce infrastructure costs, improve interior circulation patterns, and promote open space;*
- *Development that is adapted to natural features in the landscape such as wetlands, vegetation and habitat, and which avoids the disruption of natural drainage patterns; and*
- *A mix of land use to promote convenience in the location of related uses and to reduce travel congestion and costs.*

STAFF RECOMMENDATION

Staff recommends approval of Case 14-13 revising Zoning Code Section 94-141, 94-142, 94-143, 94-144, 94-145, and 94-146, allowing home occupations as a permitted use instead of a conditional use, still subject to the criteria found in Sec. 94-2 (Definitions).

CITY OF PALATKA
PLANNING BOARD MINUTES (DRAFT)
June 3, 2014

The meeting was called to order by Vice-Chairman Daniel Sheffield at 4:00 pm. **Other members present:** Earl Wallace, Joe Pickens, Anthony Harwell, Justin Campbell, George DeLoach and Charles Douglas, Jr. **Members absent:** Lavinia Moody and Joseph Petrucci. **Also present**: Planning Director Thad Crowe, Recording Secretary Pam Sprouse and City Attorney Donald Holmes.

Motion was made by Mr. DeLoach and seconded by Mr. Pickens to approve the minutes for May 6, 2014 meeting. All present voted affirmative, motion carried.

Chairman Sheffield read the appeal procedures and called for any ex-parte communications regarding any case.

OLD BUSINESS:

Case 14-05: Administrative request to amend Municipal Code Chapter 94 (Zoning) Section 261 (f) to reduce the minimum size of parking spaces from 10 feet by 20 feet to 9 feet by 18 feet.

Mr. Crowe requested that no action be taken at this time as Staff had not been able to complete the research requested as of yet. He said that Mr. Griffith intends to re-introduce this request for consideration at a later date.

No action taken.

NEW BUSINESS:

Case 14-11: request for conditional use to install public safety equipment on public property.

Location:	NW corner of parcel # 07-10-27-3550-0090-0030 (at 12th and River Streets).
Owner:	City of Palatka
Applicant:	Palatka Gas Authority, Donald Kitner

Mr. Crowe explained that essential services are allowed by conditional use approval in this zoning district. The request is for utility equipment, more specifically a rectifier and associated meter. The equipment would be installed at the southeast corner of Carr and S. 13th Streets, at the 12th & River St. city park. He showed photos of the proposed equipment, stating that it would be placed above ground on a utility pole. He further explained that the purpose of a rectifier, which is required by federal law, is to prevent corrosion of metal gas lines. He added that most of the gas lines in the city have gone to non-corrosive materials; the line that runs along the south side of the park is metal. Mr. Donald Kitner, Authority Director, noted in the application that the new location was an ideal one for this equipment (Mr. Kitner was not present for the meeting). The system required a moist environment to work efficiently. This area is in a lower elevation

which is conducive to moisture, electric service is available, and the location is adjacent to a steel main on 12th Street. He added that this is intended to replace the existing rectifier located on St. Johns Avenue near the Mellon Apartments. This request conforms to the Comprehensive Plan's requirement that utility facilities be made available, this is something that obviously protects the system and reduces expenses to rate payers. Mr. Crowe had confirmed with Mr. Kitner that there would no impacts in terms of vibration, noise or lighting and all research indicate as much. The electromagnetic currents run through a buried line. Mr. Crowe recommended approval with the following conditions:

1. The rectifier pole shall be located in the northwestern corner of the eastern park segment close to the east S. 12th St. right-of-way and the buried line will run generally eastward as noted in the site plan.
2. The final design, size, and appearance of the rectifier and meter shall be generally in keeping with the graphic submitted with this application, not to exceed four square feet in size, mounted on a short telephone pole with a height not exceeding 30' in height.
3. The Applicant will plant trees that will eventually help to screen the equipment from view from public rights-of-way, the park, and adjacent residences through the planting of three trees: a shumard oak at the northwestern corner of the east park section, a live oak midway between that corner and River St., and another shumard oak at the corner of River & 12th.
4. All other applicable standards of the Municipal Code must be met.

Motion made by Mr. Pickens and seconded by Mr. Douglas to approve the request as presented subject to staff's recommended conditions.

Jerry Iser, 1103 River St. stated that he lives across the street and expressed concerns as to possible hazards to public health and if this would affect zoning in that area in any way. Mr. Crowe said that he had asked the same question of Mr. Kitner, who assured that there were no expectations of any hazards to public health. Mr. Crowe further advised that this request would not have any effect on the zoning.

All present voted affirmative, motion carried unanimously.

Case 14-13 Administrative request to amend Municipal Code Chapter 94 (Zoning); to allow home occupations in all residential zoning districts, continuing to meet current operational and design standards.

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Mr. Crowe explained that the zoning code has very detailed standards for home occupations. The purpose of these standards is to not negatively impact residential neighborhoods. Since the fee schedule has been adjusted, the conditional use application for a home occupation is almost $500.00. There have been a number of people who have requested a home occupation, and it is Staff's opinion, that it is kind of a paradox in the sense that there are very detailed standards already set in place for a home occupations. He added that the presence of these set standards and conditions (that must be abided by) eliminated the need for Board review and public hearing. It is burdensome to the folks that are trying to run a small business in their house. In these times we are seeing a lot of changes in the work place, more startups in the home, more and more home computer type businesses. These businesses are still licensed, and must meet the zoning code in all other ways. He read the conditions of home occupations. The home occupations either can meet the standards or they don't. He recommended approval of the amendment.

Mr. Holmes commented he would want to be sure there was an appellant right to appeal staff's decision. Mr. Crowe advised that any appeal of the Planning Director's decision would go to the Planning Board for consideration.

Mr. Harwell stated that the one big issue he has with this is that he would want to see the sign size removed. Mr. Crowe advised that it is a very small sign not to exceed one square foot that is allowed by the front door, no more intrusive than a historical home sign.

Mr. Wallace reiterated that there have been no changes to the criteria of home occupations and that provided the applicant meet them such applications could be approved administratively.

Mr. Pickens said that essentially, it is a matter of delegating to staff and as Mr. Wallace stated, much like the temporary outdoor sales, as long as the applicants meet the criteria, staff review should be sufficient.

Mr. Crowe advised that public notices could still be sent out to surrounding property owners within 150 just as is done with temporary outdoor sales. If opposition is expressed, or there is an appeal of staff decision a public hearing would be held by the Planning Board.

Jeanette Boyde, 1415 Napoleon St., spoke in favor of the request, she explained that she would also like to one day open a home based business preparing pre-ordered custom gift baskets that she would deliver.

Discussion continued regarding looking into amending some of the languages and conditions of a home occupation at a later date.

Chairman Sheffield stated that he likes the idea of limiting regulations that are put on small business people and also reducing fees.

Motion made by Mr. Pickens and seconded by Mr. DeLoach to approve the amendment allowing home occupations by right, subject to the safeguards and conditions as submitted by staff, with the addition that all applications submitted for staff review would require a seven-day public notice mail out to surrounding property owners within 150 feet along with property posting. All present voted, motion carried unanimously.

OTHER BUSINESS:

Mr. Crowe handed out to the Board Members a Planning Board Member Packet that included Comprehensive Plan and Municipal Code land use related information as well as maps and additional information the Board may find useful. Mr. Sheffield suggested the Board members take a couple of months and review the packets to make any suggestions or comments.

Mr. Crowe updated the Board of the workshop efforts of May 29, 2014 regarding proposed changes to the Landscaping, Tree Protection and Buffering and Screening requirements (Article VI and VII) of the City of Palatka's Zoning Code. While the workshop was advertised in the paper, the Chamber sent out an e-mail blitz, and the meeting was posted, only three people showed up (the City Manager, a representative from FPL and a representative from Palatka Gas Authority). The Commission has requested that it come back to the Planning Board to review comments and suggestions received at the workshop and for final recommendation. Mr. Crowe advised that it will come back to the Board next month.

Mr. Chairman Sheffield advised that he would not be here for next month's meeting and that Mr. Pickens will chair the meeting.

There being no further business meeting adjourned at 4:56.

Agenda Item

9

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
ORDINANCE amending Chapter 94, Zoning Code, Article VI, Landscaping and Tree Protection, and Article VII, Buffering and Screening - 1st Reading.

SUMMARY:
Over the course of the past year, Staff has worked on revising outdated and defective elements of the landscape, tree protection, and buffering ordinances. Following a Planning Board recommendation of approval for the revisions, Staff brought this item to the Commission as a discussion item. At this meeting Commissioners requested that Staff address the following additional issues: identify trees with weak limbs and heavy detritus, cost impacts on businesses from code changes, and keeping Tree Committee as advisory only. Following Commission direction, Staff set up a workshop on this issue, working with the Chamber to notify businesses and advertising the workshop in the newspaper. The workshop was held on Thursday, May 29 and despite light attendance Staff received useful input regarding ordinance language regarding tree location in regard to above-ground and underground utility lines. Staff took the ordinance with changes suggested by the Commission and utility language back to the Planning Board at their July meeting, where the changes were unanimously approved.

The following substantive changes are proposed:
1. eliminating exemption of parkland and building envelopes for tree preservation;
2. increasing mitigation ratio for protected tree removal from 1/3 to 1/2, and from 2/3 to 4/5 when significant tree loss occurs;
3. allow for off-site tree planting (mitigation) when site will not accommodate required trees (allowing for mitigation within the City instead of just nearby, per Planning Board's request);
4. providing clear standards for pruning and trimming trees;
5. higher planting standards for streetyard areas between buildings and street, lower planting standards for non-streetyard areas;
6. providing fencing standards;
7. increasing landscape areas in parking lots from 50 SF from 5% to 10%;
8. increasing landscape island area from 100 SF to 180 SF for better shade tree survival;
9. reducing number of parking spaces unbroken by landscape island from 12 to 10;
10. requiring planting of dry retention ponds;
11. providing clear direction on plantings with plant list;
12. reduction of minimum height of new canopy trees;
13. providing xeriscaping standards for water conservation;
14. replacing "all-or-nothing" required conformance with landscape code with incremental and proportional compliance, to reduce burden on businesses;
15. requiring shrubs only for screening parking lots and uncomplimentary use buffers instead of current requirement along all property lines; and
16. increasing minimal tree planting along roadways from one tree per 100 linear feet to between 35 and 50 trees per 100 linear feet.

RECOMMENDED ACTION:
Pass on first reading an ordinance amending Zoning Code Article VI, Landscaping and Tree

Protection, and Article VII, Buffering and Screening.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Planning Board Staff Report	Backup Material
Additional Powerpoint Slides	Backup Material
Planning Board Minutes Sept 2013	Backup Material
Planning Board Minutes January 2014	Backup Material
Ord. Exhibit A Landscaping & Tree Protection (marked-up)	Exhibit
Ord. Exhibit A Landscaping & Tree Protection (clean copy)	Exhibit
Ord. Exhibit B Buffering (marked up)	Exhibit
Ord. Exhibit B Buffering (clean copy)	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	8/26/2014 - 2:29 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 1:03 PM
City Manager	Czymbor, Michael	Approved	8/27/2014 - 1:40 PM
Finance	Reynolds, Matt	Approved	8/27/2014 - 3:17 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 3:33 PM

This instrument prepared by:
Thad Crowe, AICP
201 N 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 14-

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 94, ARTICLE VI (LANDSCAPING AND TREE PROTECTION) AND CHAPTER 94, ARTICLE VII (BUFFERING AND SCREENING REQUIREMENTS) OF THE MUNICIPAL CODE OF THE CITY OF PALATKA, FLORIDA PROVIDING FOR IMPROVED ORGANIZATION OF REGULATIONS, DIRECTIONS ON ACCEPTABLE PLANT TYPES, TREE PRUNING STANDARDS, REVISED TREE MITIGATION STANDARDS, INCLUSION OF XERISCAPING STANDARDS, INCENTIVES FOR TREE PRESERVATION, REASONABLE AND PROPORTIONAL COMPLIANCE FOR EXISTING USES AND REDEVELOPMENT, SHADE STANDARDS FOR PARKING LOTS, INCORPORATION OF LANDSCAPING INTO STORMWATER AREAS, REVISION OF BUFFER STANDARDS TO PROVIDE FOR STRATEGIC PLANTING, AND INCREASED INVOLVEMENT OF TREE ADVISORY COMMITTEE IN ORDINANCE APPEALS AND ALTERNATIVE APPROACHES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has continued for the past 11 years to meet the four standards of Tree City USA, as set by the Arbor Day Foundation, which include maintaining a tree board or department, having a tree ordinance, spending at least $21,000 per capita on urban forestry, and celebrating Arbor Day; and

WHEREAS, Policy E.1.3.2 of the Conservation Element of the Comprehensive Plan and other policies in this and other elements charge City Staff with enforcing the tree protection and landscape ordinance, with key components including tree preservation standards and xeriscaping requirements, and generally protect the City's natural resources; and

WHEREAS, Section 94-291 of the City's Municipal Code implements the directive of the Comprehensive Plan, establishing minimum standards that improve the aesthetic appearance of the City through incorporating landscaping into development in ways that harmonize and enhance the natural and manmade environment; preserving existing trees and vegetation into landscape design

where possible; and requiring and encouraging the planting of trees to improve air and water quality, absorbing stormwater, cooling temperatures and reducing energy costs, and increasing water conservation; and

WHEREAS, application has been made by the Building and Zoning Department, to the City for such amendments to the Planning Code of the City of Palatka, Florida; and

WHEREAS, all the necessary procedural steps have been accomplished, including public hearings before the Planning Board of the City of Palatka on September 3, 2013, January 7, 2014, and July 1, 2014; and public hearings before the City Commission of the City of Palatka on March 22, 2012, October 10, 2013, September 11, 2014, and September 25, 2014; and a separate public hearing held on May 29, 2014; 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 CITIZENS OF THE CITY OF PALATKA, FLORIDA:

Section 1. That Chapter 94, Article VI (Landscaping and Tree Protection) of the Palatka Municipal Code shall be and is hereby amended and restated in its entirety as shown in Exhibit A attached hereto and incorporated herein by reference; and

Section 2. That all sections of Article VI to Chapter 94 be renumbered accordingly to accommodate the changes in this ordinance, if necessary.

Section 3. That Chapter 94, Article VII (Buffering and Screening Requirements) of the Palatka Municipal Code shall be and is hereby amended and restated in its entirety as shown in Exhibit B, attached hereby and incorporated herein by reference.

Section 4. That all parts of Article VII to Chapter 94 be renumbered accordingly to accommodate the changes in this ordinance, if necessary.

Section 5. That all other articles, parts and provisions of Chapter 94 of the Palatka Municipal Code shall be and hereby remain the same.

Section 6. 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 7. 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 8. 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 25th day of September, 2014.

CITY OF PALATKA

BY:_____
Its MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

Case 13-12
Request to Amend Zoning Code
(Revisions to Landscaping, Tree Protection, and Buffering and Screening Standards)
Applicant: Building & Zoning Dept.

STAFF REPORT

DATE: August 27, 2013

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST
Multiple revisions to the Landscaping and Tree Protection and Buffering and Screening sections of the Zoning Code (Articles VI and VII).

APPLICATION BACKGROUND
Staff has been evaluating and preparing revisions of the Tree and Landscape Code during the past 18 months, as time allowed. In March of 2012 we presented a summary of issues and recommendations to the City Commission. Since that time Staff has twice presented proposed code revisions to the Tree Committee for their input as well. Tree Protection standards date back to the original 1981 Zoning Code, and the Buffering and Screening standards were added in 2005.

Staff's general position is that the standards are confusing, duplicatory, excessive in some areas, lenient in other areas, and lacking a core, strategic direction. Revisions were made to clarify, streamline, and more importantly focus on the strategic use of limited resources in a way that most benefits the public while limiting burdens on property owners. This approach focuses on the "greening" of the City's commercial thoroughfares, enabling incremental and long-term reforestation, and providing proper protection of low impact residential and conservation uses from higher impact uses. The changes reduce the emphasis on across-the-board, one-size-fits-all landscape planting which results in planting hidden areas that benefit few and leaving much of the City's commercial corridors with a blighted and barren appearance.

PROJECT ANALYSIS
Per Section 94-38(f)(2) of the Zoning Code, the Planning Board must study and consider proposed zoning text amendments in relation to the following criteria (if applicable), shown in <u>underlined text</u> (staff response follows each criterion).

The planning board shall consider and study:

<u>a. The need and justification for the change.</u>
Staff comments: the following justifications are applicable.

- Clear direction on appropriate tree planting including allowable trees for parking lots, streets, and buffers (planting list customized for northeast Florida by committee of IFAS UF agents, urban foresters, landscape architects, planners, nursery operators, and developers).
- Better organization of code, including combination of separate buffering sections.

- Concentration of landscaping where it is needed, including along roadways, in parking lots, and adjacent to low impact uses.
- Provision of clear pruning standards for parking lot trees, streetside canopy trees, and buffer trees for nonresidential and multi-family development.
- Establishment of tree fund from mitigation to provide for off-site tree planting.
- Implementation of xeriscaping standards.
- Incentives for tree preservation.
- Reasonable and proportional compliance for existing uses and redevelopment.
- Emphasis on parking lot shade.
- Incorporation of landscaping into stormwater areas where practicable.
- Increased involvement of Tree Advisory Committee in appeals to ordinance and alternative approaches.

b. The relationship of the proposed amendment to the purposes and objectives of the city's comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and other city ordinances, regulations and actions designed to implement the comprehensive plan.

Staff comments: the following Comprehensive Plan or Community Redevelopment Area Plan policies (shown in *italics*) are applicable to this amendment. This amendment is in keeping with the goals, objectives, and policies of both plans. In regard to the policies listed below, the amendment is in line with stated purposes of promoting infill and mixed-use development, renewing blighted properties, encouraging the use of existing commercial areas, and practicing innovative development planning.

FUTURE LAND USE ELEMENT

Objective A.1.2 *9J-5.006(3)(b)2*

Upon Plan Adoption, the City shall implement the following policies in order to provide the means for redevelopment and renewal of blighted properties.

Policy A.1.6.1 *9J-5.006(3)(c)*

Provide incentives which direct development to infill in areas of the City with in-place water/sewer lines and paved road. These incentives may include, but not be limited to providing additional permitted land uses through special use designations under the City Zoning Code such as approved "mother-in-law" units with separate kitchens or home office operations for limited business activities.

Policy A.1.6.2 *9J-5.006(3)(c)3*

Minimize scattered and highway strip commercial by directing commercial development to occur in a planned and compact manner through in-filling within already developed commercial areas as identified on the Future Land Use Map.

Objective A.1.8 *9J-5.006(3)(b)9; F.S. 187.201(16)(b)3*

Upon Plan adoption, The City shall establish a program that provides the means for innovative development planning. The end goals of the program are to provide:

- *Flexibility and efficiency in site design to reduce infrastructure costs, improve interior circulation patterns, and promote open space;*

- *Development that is adapted to natural features in the landscape such as wetlands, vegetation and habitat, and which avoids the disruption of natural drainage patterns; and*
- *A mix of land use to promote convenience in the location of related uses and to reduce travel congestion and costs.*

FUTURE LAND USE ELEMENT

Policy A.1.3.2 *9J-5.006(3)(c)2, 7*

By June 2008, the Building Official shall review the City's Zoning Code and Subdivision Regulation to ensure that current buffering and separation standards between land uses of different densities or intensities of use remain sufficient to ensure compatibility between uses, or mitigate the effects of more dense / intense uses on less dense / intense uses.

Issues of compatibility shall include considerations for noise, sight, and level of traffic generation. The primary tool of ensuring capability between land uses shall be the Future Land Use Map and the elimination of non-conforming land uses. Other techniques shall include:

Noise and sight incompatibility -- screening by either a 6' solid physical wall or landscape plantings to reach, within 18 months, a height of at least 5 feet and an opacity of 80 percent.

CONSERVATION ELEMENT

Policy E.1.2.14

By June 1, 2009, the City shall amend its land development regulations by adopting a landscape irrigation and Xeriscape ordinance based on "Standards for Landscape Irrigation in Florida."

Policy E.1.2.17

New development shall utilize and/or preserve native vegetation, or use drought-resistant plants for landscaping to the greatest practicable extent. Native or drought tolerant plants include, but are not limited to those in the Florida Native Plant Society's Native Plants for Landscaping in Florida, or comparable guidelines.

LANDSCAPING AND TREE PROTECTION (ZONING CODE ARTICLE VI)

(1) Improve the aesthetic appearance of commercial, governmental, industrial and residential areas through the incorporation of landscaping into development in ways that harmonize and enhance the natural and manmade environment.

(2) Improve environmental quality by recognizing the numerous beneficial effects of landscaping upon the environment, including:

  a. Improving air and water quality;

  b. Maintaining permeable land areas essential to surface water management and aquifer recharge;

  c. Reducing and reversing air, noise, heat and chemical pollution through the biological filtering capacities of trees and other vegetation;

  d. Promoting energy conservation through the creation of shade, thereby reducing heat gain in or on buildings or paved areas;

  e. Reducing the temperature of the microclimate through the process of evapotranspiration; and

f. Encouraging the conservation of water through the use of site-specific plants, various planting and maintenance techniques, and efficient watering systems.

(3) Provide direct and important physical and psychological benefits to human beings through the use of landscaping to reduce noise and glare, and to break up the monotony and soften the harsher aspects of urban development.

(4) Establish procedures and standards for the administration and enforcement of this section.

(5) Promote creative site development concepts in order to promote water and energy conservation.

(6) Increase and maintain the value of land by requiring a minimum amount of landscaping to be incorporated into development.

(7) Preserve existing natural trees and vegetation and incorporate native plants, plant communities and ecosystems into landscape design where possible by promoting landscaping methods that provide for the preservation of existing plant communities.

(8) Assist in public information, the education of its citizens, and the effective implementation of this article.

STAFF RECOMMENDATION

Staff recommends approval of Case 13-12 revising specific sections of Zoning Code Article VI and VII as paraphrased below and detailed in the attached revised ordinance, which includes annotations with justifications for each substantive change.

1. Various non-substantive revisions.
2. Elimination of exemption from tree protection ordinance for existing or planned recreation facilities and areas within 10 feet of an existing or planned building foundation. (Page 4, Tree Preservation)
3. Providing a sliding scale for tree mitigation that starts with 33% replacement of removed tree DBH inches (trunk diameter at breast height, which is how tree size is measured) above a point at which 30% of tree DBH is removed, and then increases beyond the 30% removal stage at a rate of one-half inch DBH replacement for each DBH inch of removed trees up to a required 68% DBH replacement at 100% tree removal. (Page 6, Tree Preservation)
4. Prohibition of mesh fence and tape for tree preservation barricades. (Page 7, Tree Preservation)
5. Pruning standards to ensure health and survival of required vehicle use area and buffer trees. (Page 8-9, Tree Preservation)
6. Reduction of new canopy tree size from ten to eight feet in height. (Page 9, Tree Preservation)
7. Increase from 25 to 50 square feet of landscaping per 500 square feet of paved area. (Page 13, Tree Preservation)
8. To allow for better required tree health, increase of parking lot landscape island width from five to nine feet and from 100 to 160 square feet in size. (Page 13, Tree Preservation)
9. Flexibility to allow for substitution of existing large trees for new vehicle use area trees when the existing trees provide same or higher levels of shade and aesthetic appeal. (Page 13, Tree Preservation)
10. One canopy tree planted in each landscape island, unless trees in adjacent landscape areas will provide equal or increased parking lot shade – note that this standard is currently enforced and this provision is for clarification. (Page 13, Tree Preservation)
11. Xeriscaping standard to require that vehicle use area trees be low or medium water use zone trees. (Page 14, Tree Preservation)

12. Reduction of number of unbroken spaces without landscape island from 12 to 10, to allow for more parking lot shade. (Page 14, Tree Preservation)
13. Ability to transfer required landscaping out of car dealer storage areas and other vehicle display and storage areas to other parts of the site. (Page 14, Tree Preservation)
14. Planting of stormwater areas and integration of such areas into landscaped area. (Page 14, Tree Preservation)
15. Terminal landscape islands required at each parking row end. (Page 14, Tree Preservation)
16. Consolidation/clarification of corner visibility rules. (Page 15, Tree Preservation)
17. Tree committee on case-by-case basis to decide if non-native plants can be used for parking lots, streetyards, and buffers for nonresidential and multi-family development. (Page 14, Tree Preservation)
18. Proportional and incremental compliance with required vehicle use area trees, roadway trees, and uncomplimentary use buffers for noncompliant commercial or multi-family properties, triggered by conditional use, expansion, and change of use. (Page 2-3, Buffering Standards)
19. Conditional uses only to provide uncomplimentary use buffers adjacent to single-family uses and one streetyard tree per 4,000 square feet of parking area. Multi-tenant uses to provide landscaping that is proportional to their share of total building space. (Page 2, Buffering Standards)
20. Additions and expansions of building or parking lot area provide proportional landscaping requirements. (Page 3, Buffering Standards)
21. Buffer tree spacing can be averaged for strategic shading and aesthetics. (Page 8, Buffering Standards)
22. Delineation of buffer types (from least to most intensive landscaping): default buffer, vehicular use area buffer, roadway buffer, streetyard, and uncomplimentary use buffer. (Page 8-9, Buffering Standards)
23. Consolidation of multiple buffer tables into one table only addressing uncomplimentary uses (low impact uses affected by high impact uses). (Page 10, Buffering Standards)
24. Multi-purpose buffering allowed to avoid duplicate required buffers when code intent is met. Tree spacing can be averaged. (Page 10, Buffering Standards)
25. Practical impediments to tree planting allow for off-site mitigation by developers through tree fund. Tree spacing can be averaged. (Page 12, Buffering Standards)
26. Tree committee to hear appeals or alternative methods of meeting ordinance intent. Tree spacing can be averaged. (Page 13, Buffering Standards)

ATTACHMENTS: PROPOSED ORDINANCES (MARKED UP VERSIONS AND CLEAN COPIES)
TREE SCHEMATICS
"BENEFITS OF TREES"

LANDSCAPING & TREE PROTECTION
DRAFT ORDINANCE
MARKED-UP VERSION

ARTICLE VI. – LANDSCAPING AND TREE PROTECTION 1
Sec. 94-291. – Intent and general policy. 1
Sec. 94-292. – Definitions. 2
Sec. 94-293. – Tree committee 3
Sec. 94-294. – Tree protection 4
Sec. 94-295. – General landscape requirements 8
Sec. 94-296. – Specific landscape requirements 12
Sec. 94-297. – Approved plant list 15

ARTICLE VI. – LANDSCAPING AND TREE PROTECTION

Sec. 94-291. – Intent and general policy.

It is the intent of this article to promote the health, safety and welfare of the current and future residents of the city by establishing minimum standards for the installation and continued maintenance of landscaping and the protection of trees within the city in order to:

(1) Improve the aesthetic appearance of commercial, governmental, industrial and residential areas through the incorporation of landscaping into development in ways that harmonize and enhance the natural and manmade environment.

(2) Improve environmental quality by recognizing the numerous beneficial effects of landscaping upon the environment, including:
   - a. Improving air and water quality;
   - b. Maintaining permeable land areas essential to surface water management and aquifer recharge;
   - c. Reducing and reversing air, noise, heat and chemical pollution through the biological filtering capacities of trees and other vegetation;
   - d. Promoting energy conservation through the creation of shade, thereby reducing heat gain in or on buildings or paved areas;
   - e. Reducing the temperature of the microclimate through the process of evapotranspiration; and
   - f. Encouraging the conservation of water through the use of site-specific plants, various planting and maintenance techniques, and efficient watering systems.

(3) Provide direct and important physical and psychological benefits to human beings through the use of landscaping to reduce noise and glare, and to break up the monotony and soften the harsher aspects of urban development.

(4) Establish procedures and standards for the administration and enforcement of this section.

(5) Promote creative site development concepts in order to promote water and energy conservation.

(6) Increase and maintain the value of land by requiring a minimum amount of landscaping to be incorporated into development.

(7) Preserve existing natural trees and vegetation and incorporate native plants, plant communities and ecosystems into landscape design where possible by promoting landscaping methods that provide for the preservation of existing plant communities.

(8) Assist in public information, the education of its citizens, and the effective implementation of this

article.
(Code 1981, app. C, § 26-7(6))

Sec. 94-292. – Definitions.

For purposes of this article, the following definitions shall apply:
Bona fide agricultural purposes means good faith commercial or domestic agricultural use of the land, any such determination of which shall be based upon, but not limited solely to, the following factors:
(1) The length of time the land will be so utilized.
(2) Size of the land, as it relates to specific agricultural use.
(3) Whether such land is subject to a lease, and, if so, the effective length, terms and conditions of the lease.
(4) The intent of the landowner to sell or convert the land for or to nonagricultural purposes.
(5) The proximity of the property to existing urban or metropolitan development.
(6) The productivity of land in its present use.
(7) The relationship of the property to the comprehensive plan.
(8) The classification placed upon such lands by the property appraiser pursuant to F.S. § 193.461.
(9) The current zoning classification of such lands.
Buffer yard or strip means a strip of land, identified on a site plan or by zoning requirement, established to protect one type of land use from another land use that may be incompatible. The area is landscaped, maintained and kept in open space.
Caliper means the diameter of a tree measured six inches off the ground.
Crown means the main mass of branching of a plant above ground.
DBH means diameter at breast height, or the diameter of a tree measured 4½ feet above the ground level.
Developed area means that portion of a plot or parcel upon which a building, a structure, surface drive area, gravel or landscaping has been placed.
Development means any proposed material change in the use or character of the land, including but not limited to land clearing associated with new construction, the placement of any structure or site improvement on the land, or expansion of existing buildings.
Dripline means a vertical line extending from the outermost branches of a tree to the ground.
Ecosystem means a characteristic assemblage of plant and animal life with a specific physical environment, and all interactions among species and between species and their environment.
Exceptional specimen tree means any tree which is determined by the city commission to be of unique and intrinsic value to the general public because of its size, age, historic association or ecological value, or any tree designated a Florida State Champion, United States Champion or World Champion by the American Forestry Association. The building <u>and zoning</u> department shall keep a record of all specimen trees so designated and their location.
Frontage means the linear distance measured along all abutting street rights-of-way.
Ground cover means low-growing plants planted in such a manner as to form a continuous cover over the ground (not including grass).
Hedge means a landscape barrier consisting of a continuous dense planting of shrubs.
Irrigation system means a permanent artificial watering system designed to transport and distribute water to plants.
Landscape area means planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

Landscape development means trees, shrubs, ground cover, vines or grass installed in planting areas for the purpose of fulfilling the requirements of this section, or an unenclosed area of land in which landscape materials are placed, planted and maintained.
Landscape plan means a scale drawing that indicates all planting areas, and existing and proposed plant materials, designating species, quantity and location.
Landscaping means any combination of living plants (such as grass, ground cover, shrubs, vines, hedges or trees) and nonliving landscape material (such as rocks, pebbles, sand, mulch, walls or fences).
Mulch means nonliving organic materials customarily used in landscape design to retard erosion and retain moisture.
Open space means all areas of natural plant communities or areas replanted with vegetation after construction, such as revegetated natural areas, tree, shrub, hedge or ground cover planting areas, and lawns; and all other areas required to be provided as natural ground and landscaping pursuant to this chapter.
Planting area means any area designed for landscape planting having a minimum of ten square feet of actual plantable area and a minimum inside dimension of 18 inches on any side.
Protected tree means any tree with a DBH greater than or equal to eight inches.
Relocation of a tree means an act to relocate a tree being removed to an appropriate new location on the site.
Removal of a tree means physical removal by mechanical methods, such as excavation, chain saw and stump removal.
Runoff water means water which is not absorbed by the soil or landscape to which it is applied and flows from the area.
Shrub means a self-supporting woody, deciduous, evergreen perennial and/or flowering species characterized by multiple stems and branches arising from a main root.
Street line means that line limiting the right-of-way of the street and being identical with the property line of persons owning property fronting on the street.
Streetyard means the area between a street property line and the front wall of a building.
Trees means self-supporting woody perennial plants, having usually single self-supporting trunks, which normally grow to a minimum overall height of 15 feet and a mature crown spread greater than 15 feet. These trunks shall be clear of branches and limbs so that both trunk and canopy are distinct.
Vehicle means a form of transportation, including motorized and nonmotorized vehicles designed and required to be licensed for use upon a highway in the state.
Vehicle use areas means any surface drive areas (except public rights-of-way) used for the purpose of driving, parking, storing or display of vehicles, boats, trailers or mobile homes, including new and used car lots and other open lot uses. Parking structures, drive-in parking areas covered to the dripline of the covering, and garages shall not be considered as vehicle use areas.
Vines means any of a group of woody or herbaceous plants which may climb by twining, by means of aerial rootlets or by means of tendrils, or which may simply sprawl over the ground or other plants.
(Code 1981, app. C, § 26-7(6))
Cross reference— Definitions generally, § 1-2.

Sec. 94-293. – Tree committee

The mayor shall appoint a tree committee consisting of one commissioner and six citizens who will serve at the pleasure of the commission. The tree committee shall advise city staff, advisory boards, and the city

commission on issues pertaining to tree preservation and landscaping standards.

(Code 1981, app. C, § 26-7(6); Ord. No. 98-6, § 1, 2-26-1998)

Sec. 94-294. – Tree protection

(a) *Applicability.* The provisions of this section shall apply to all protected and preserved trees within the city, unless specifically exempted in this subsection.

(b) *Removal of protected trees prohibited; exceptions.*

(1) No person, or any agent or representative thereof, directly or indirectly, shall cut down, remove, damage or destroy or shall authorize the cutting down, removal, damage or destruction of any protected tree as defined in section 94-292 of this section, or shall commit any act or authorize the commission of any act which physically removes a protected tree or causes a tree to die, such as damage inflicted upon the root system by heavy machinery, chemicals or paving, changing the natural grade above the root system, and tree damage permitting infection or pest infestation, without first having obtained a permit as provided in subsection (c) of this section and providing tree protection as provided in subsection (d) of this section.

(2) The following protected trees are exempted from the provisions of this section:

a. Any tree located on any property which contains a single-family dwelling or a mobile home.

b. Any tree located on any property zoned R-1AA, R-1A or R-1.

c. Any tree located on any property which is in use for bona fide agricultural purposes.

d. Any tree located in botanical gardens or in state-approved government nurseries and groves which are grown for sale or public purpose.

e. Any tree that poses imminent danger to the public health, welfare or safety, and requires immediate removal without delay. In such instance, verbal authorization to remove a protected tree may be given by the city manager or his designee.

~~f. Any tree located on an existing or planned public recreation facility.~~

~~g. Any tree located on all real property in areas inside and up to ten feet from an existing or proposed building foundation line.~~

NO JUSTIFICATION FOR THESE EXEMPTIONS. TREE LOSS SHOULD BE MITIGATED.

h. Any tree that an ~~local~~ electric company determines is an immediate or potential threat or hazard to existing or planned power lines.

i. Any dead or dying tree, scrub oak, Melaleuca spp., poison wood, camphor tree or Australian pine.

(3) During the period of an emergency such as a hurricane, flood or other natural disaster, the requirements of this subsection may be temporarily waived by the city manager so that private or public work to restore order in the city will in no way be hampered.

(c) *Permit for removal, relocation or replacement of protected trees.*

(1) Permits for site clearing and the removal or relocation of a protected tree shall be obtained by filing an application with the building and zoning department. Approval of the

application and issuance of a permit by the building and zoning department shall be required prior to any land clearing or grubbing, prior to any disturbance of the root system or site development, or prior to the occurrence of any changes to an existing developed site. The site shall be inspected to ensure compliance with the approved site plan prior to any additional permits being issued. Applications for site clearing and tree removal or relocation shall include the following: A site plan, at a scale which clearly illustrates the requirements of this section, showing the lot configuration; the location and identification of existing and proposed improvements, if any, including structures, water retention areas, paving grade changes, utilities, easements and street rights-of-way or approved private streets; and the location and identity, by botanical or common name and caliper, of protected trees to be removed, relocated or retained.

(2) An application for a permit for site clearing or for removal or relocation of a protected tree with a DBH of 36 inches or less shall be reviewed by the building and zoning department, and a decision shall be made thereon within five working days after receipt of such application or concurrent with building permit application review.

(3) An application for a permit for removal or relocation of a protected tree with a DBH greater than 36 inches or a specimen tree shall be reviewed by the planning board at the first available meeting of the planning board.

(4) The approval, conditional approval or denial by the building and zoning department or planning board of an application for a tree removal permit, as required by this section, shall be based on the following criteria:

a. The extent to which tree removal decreases aesthetic and environmental quality, land values and physical benefits to human beings.

b. The necessity to remove trees which pose a safety hazard to pedestrian or vehicular traffic or threaten to cause disruption to public services.

c. The necessity to remove trees which pose a safety hazard to buildings or other trees.

d. The necessity to remove diseased trees or trees weakened by age, weather, storm, fire or acts of God or which are likely to cause injury or damage to people, buildings or other improvements on a lot or parcel of land.

e. The extent to which tree removal is likely to result in damage to the property of other owners, public or private, including damage to lakes, ponds, streams or rivers through runoff or erosion.

f. The proposed landscaping, including plans whereby the applicant has planted or will plant perennial vegetative cover to replace those trees which are proposed to be cleared.

g. The topography of the land and the effect of tree removal on erosion, soil retention, and the diversion or increased flow of surface water.

h. Construction of proposed improvements to allow access around the proposed structure for construction equipment, access to the building site for construction equipment, or essential grade changes.

i. The land use and natural vegetative ground coverage of surrounding property.

j. The extent of any damage or hardship to the applicant resulting from a denial of the requested permit.

k. The species and size of the tree proposed for removal.

(5) Any relocation of trees in compliance with this section shall be performed in accordance

with accepted industry practices, including watering to ensure survival of transplanted stock.

(6) Tree removal mitigation. Development requires reasonable levels of tree removal to accommodate buildings, parking, stormwater detention and other development elements. The following standards apply to tree removal mitigation.

a. Removal of less than 30% of protected tree DBH is allowed without penalty.

b. Removal of 30% of protected tree DBH requires replacement of 33% of removed protected tree DBH.

c. Removal of more than 30% of protected tree DBH requires replacement requires replacement of 0.5% of each removed DBH point over 30%.

d. Mitigation replacement may include planted trees, unprotected (smaller) trees, or transplanted trees. ~~Protected trees identified for removal on the site clearing or tree removal application shall be replaced with new planted trees, unprotected trees or transplanted trees. Protected live oaks (Quercus virginiana) and all trees with a DBH greater than 36 inches removed shall be replaced only with live oaks. The total DBH inches of replacement live oaks shall equal two-thirds of the total DBH inches of protected live oaks and trees with a DBH greater than 36 inches removed (i.e., one 12-inch live oak removed could be replaced with two four-inch live oaks (8/12 equals two-thirds)). For other removed protected trees, the total DBH inches of replacement trees shall equal one-third of the total DBH inches removed (i.e., one 12-inch tree removed could be replaced with one four-inch tree (4/12 equals one-third). When there is significant loss of mature tree canopy or specimen trees on a particular site , the size of replacement trees may be increased by up to twice the minimum DBH by the building department in order to compensate for that loss.~~ If multi-trunked trees are used as replacement trees, then the total caliper of the four largest trunks shall equal the replacement DBH. New palms may be used only to replace protected palms removed. Replacement species used shall be approved by the building and zoning department. No replacement will be required for protected trees which are determined by the building and zoning department to be dead or deteriorated as a result of age, insects, disease, storm, fire, lightning or other acts of nature.

~~a. New replacement trees shall meet the minimum standards for landscape materials established by section 94-295(b).~~

~~b~~e. Existing smaller trees which are not protected trees, but which are either transplanted or not removed, may be utilized to satisfy tree replacement requirements, consistent with city landscaping requirements contained in sections 94-295 and 94-296

MITIGATION STARTS AT 30% DBH REMOVAL, WITH 33% REPLACEMENT OF REMOVED TREES, AND GOES UP 0.4% FOR EVERY ADDITIONAL DBH OF REMOVED TREES, UP TO A HIGH OF 68% REPLACEMENT (AT REMOVAL OF ALL PROTECTED TREES).

MITIGATION RATIO SHOULD BE APPLIED ACROSS THE BOARD FOR CONSISTENCY PURPOSES, NO PREFERENCE FOR LIVE OAKS.

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~~e~~f. Existing protected trees which would otherwise be removed from the site because of development may be utilized to satisfy tree replacement requirements if transplanted to a location on the site which meets the landscaping requirements contained in sections 94-295 and 94-296

~~d~~g. If protected tree removal is associated with new development, the name, size and location of all replacement trees shall be shown on the required landscape plan and such trees shall be installed prior to the final building inspection. Otherwise, the name, size and location of the required replacement trees shall be shown on the site plan required for site clearing or tree removal and such trees shall be installed within the time limit stated on the site clearing or tree removal permit.

~~e~~h. Existing nonprotected trees, transplanted trees and new trees used for replacement become protected trees.

~~f. Replacement trees shall be maintained pursuant to the requirements of section 94-295(b), pertaining to installation and maintenance.~~

~~g. Replacement trees may be used to satisfy the tree requirements of sections 94-295 and 94-296.~~

~~h~~i. A tree used for replacement shall be at least ten feet from any other tree planted, transplanted or preserved.

(d) *Tree protection during development.* All protected trees, and trees retained for tree credit under this section, shall be protected from injury during any land clearing or construction in the following manner:

(1) Prior to any land clearing operations, tree limbs which interfere with construction shall be removed and temporary barriers shall be installed around all trees to remain within the limits of land clearing or construction and shall remain until the completion of the work. The temporary barrier shall be at least three feet high, shall be placed at least six feet away from the base of any tree, and shall include at least 50 percent of the area under the dripline of any protected tree retained for tree credit. The barrier shall consist of either a wood fence with two-by-four posts placed a maximum of eight feet apart with a two-by-four minimum top rail~~, or a temporary wire mesh fence,~~ or other similar substantive barrier which will limit access to the protected area.

MESH FENCE/TAPE ARE INEFFECTIVE AND ARE TYPICALLY PUSHED ASIDE

(2) No materials, trailers, equipment or chemicals shall be stored, operated, dumped, buried or burned within the protected areas. No attachment, wires (other than protective guy wires), signs or permits shall be attached to a protected tree.

(e) *Correction of violations; appeals; permit fee.*

(1) *Correction of violations.* A violation of this section shall be corrected as follows: By replacing the protected trees removed without a permit with new planted trees, unprotected trees or transplanted trees. The total DBH inches of replacement trees shall equal the total DBH inches removed (i.e., one 12-inch tree removed could be replaced with three four-inch trees). A tree replanting plan showing how the damage caused to the site by the violation will be mitigated shall be subject to the review and approval of the building and zoning department. No work shall be allowed on the property where the violation occurred without payment of required fees and approval of the tree replanting plan.

(2) *Appeals.* A person aggrieved by an administrative order, determination or decision of the

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building and zoning department may appeal the order, determination or decision to the board of zoning appeals for a variance from the requirements of this subsection.

(3) *Permit fee.* The fee for a site clearing and/or tree removal/relocation permit shall be as set out in appendix A to this Code, as amended from time to time.

(Code 1981, app. C, § 26-7(6))

Sec. 94-295. – General landscape requirements

(a) *Scope.* This section shall apply to all multifamily development of three or more units, and nonresidential development. In those instances where a structure is enlarged or a change of use occurs so that an increase in required parking or loading results under this chapter or any other city ordinance, landscaping shall be provided in accordance with this section and section 94-296. All areas and uses which require landscaping shall meet or exceed the general landscaping requirements in this section, which shall be considered complementary to the landscaping provisions of any other city ordinance.

(b) *Installation and maintenance.* The installation and maintenance of landscaping shall be subject to the following:

(1) *Installation.* All landscaping shall be installed according to accepted commercial planting procedures. All landscape areas shall be protected from vehicular encroachment by wheel stops or curbing. If curbing is used abutting landscaped areas, it shall be perforated to permit drainage from the surface drive area into the landscaped areas. Plant materials shall be properly supported to ensure survival. Support devices such as guy wires or stakes shall not interfere with vehicular or pedestrian movement and shall be removed after 12 months. Topsoil with a depth sufficient to ensure plant survival shall be provided. No canopy trees shall be planted within 20 feet of overhead wires.

(2) *Maintenance~~; trimming of branches extending over public right-of-way~~.*

a. *Landscape condition.* The owner of a property with landscaping required by this Code shall be responsible for the maintenance of all landscaping in good condition so as to present a neat, healthy and orderly appearance free of refuse and debris. Succeeding owners, lessees, and agents must also reasonably maintain the buffers. The penalty for failing to install or maintain the required buffer areas is outlined in the administration and enforcement section of this article.

b. *Irrigation.* All landscaped areas shall be provided with an irrigation system. This system shall consist of either an underground or exposed sprinkler equipped with a time or manual switch and/or a readily available water supply outlined on a landscaping plan~~, as required by section 94-296(d)~~. Maintenance shall include the prompt replacement of all dead plant material. Plantings shall be grouped according to the water use zones shown in Table 297-A.

GROUPING OF PLANTINGS ACCORDING TO WATER ZONE PROVIDES FOR BETTER PLANT HEALTH.

c. *Pruning and trimming.* Trees required within nonresidential or multi-family development as shade/canopy trees in parking lots and roadway buffers or screening elements in buffers shall be pruned only as necessary to promote uniform healthy growth. Trees shall be allowed to attain their natural size. Trees may be pruned to remove diseased or dying portions in areas

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PRUNING STANDARDS PROMOTE TREE HEALTH AND SAVE COSTS ON REPLACEMENT OF DEAD AND DAMAGED LANDSCAPING.

where falling limbs may be a hazard to people or property. Lower limbs and suckers may be selectively removed to provide clearance for pedestrians. In addition, trees located in association with vehicular use areas shall also be pruned to allow for a clearance of ten feet from ground level to avoid potential for damage or injury to vehicles and pedestrians. However, excessive pruning or pollarding of trees into round balls of crown or branches, which results in an unnecessary reduction of leaf mass shall be prohibited. Severe cutting back of lateral branches and canopy or toppings or hatracking trees is expressly prohibited. Pruning restrictions shall not apply to trees under power lines. Pruning cuts shall be made just outside the branch collar, identified as the swelling where a branch joins the trunk of a tree.

~~e~~d. *Maintenance of vegetation over right-of-way.* It shall be the duty of the owner, lessee or occupant, or the agent, representative or employee of any such owner, lessee or occupant, having control of any lot or parcel of real estate in the city, to maintain and control the limbs and foliage of trees and shrubs extending over the public right-of-way. Limbs and foliage are to be trimmed so as to provide clearance of at least ten feet above sidewalks and public rights-of-way, and of at least 14 feet over public streets and roadways. This subsection shall apply to all trees on private property, as well as to all trees planted by the owner, lessee or occupant, or the agent, representative or employee of any such owner, lessee or occupant, whether located on private property or located between private property lines and the street curb or edge.

~~d~~e. The Department of Building and Zoning shall be responsible for enforcement of landscape maintenance standards.

(c) *Plant materials.* Plant materials are subject to the following:

(1) *Quality.* All plant material shall meet American Association of Nurserymen Standards. Plant materials used in conformance with the provisions of this subsection shall conform to the standards for Florida Grade No. 1 or better as given in Grades and Standards for Nursery Plants, Part I, and current edition, Part II, State of Florida Department of Agriculture and Consumer Services, Tallahassee, or equal thereof. Plant materials determined as not meeting these standards shall not be counted towards meeting the required amount of landscape materials.

(2) *Trees.*

a. *Canopy trees.* Required ~~T~~trees ~~planted for credit under section 9-295(d)~~ shall be a minimum of ~~ten~~ eight feet in height and two inches DBH, when measured immediately after planting. In the case of palms, the required measurement shall be six feet from ground level to the base of palm fronds.

b. *Understory trees.* Understory trees shall be a minimum of four feet in height and one-and-one-half DBH. For the purpose of this subsection, two palm trees shall equal one ~~tree credit~~understory tree. Trees shall be planted in planting areas having a minimum area of 25 square feet with a minimum distance of 2½

NEW LANGUAGE IMPORTED FROM BUFFER SECTION, AS IT FITS BETTER IN THIS SECTION.

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feet measured from the center of the tree trunk to the near edge of the landscape area.

(3) *Shrubs.* Shrubs shall be a minimum of 24 inches high and 15 inches wide upon installation. Shrubs or ornamental grasses planted to form hedges shall be an evergreen species. Shrubs and ornamental grasses planted to form hedges shall be planted no further apart than 30 inches on center. ~~Shrub species not commonly available from commercial nurseries that do not meet these requirements upon installation, but which will achieve required height and mass, may be used at the discretion of the building department. Good cause must be shown, with the burden of proof upon the applicant.~~

PLANT LIST (TABLE 297-A) ELIMINATES THE NEED FOR THIS PROVISION AS IT LISTS ACCEPTABLE SHRUB SPECIES.

(4) *Vines.* Vines shall be a minimum of 30 inches in height six months after planting and should be used in conjunction with fences, screens or walls to meet physical barrier requirements as specified.

(5) *Ground covers.* Ground covers other than grass shall be planted in such a manner as to present a finished appearance and reasonably complete vegetative coverage within six months after planting.

(6) *Lawn grass.* Ground cover of vegetative matter shall be provided throughout the buffer area except in undisturbed natural vegetation areas. If grass is used, it shall be of a species normally grown as permanent lawns in the vicinity of Palatka, Florida. Grass areas may be sodded, plugged, sprigged or seeded. Solid sod grass shall be used in swales or other areas subject to erosion.

(7) *Permanent architectural planters.* The use of permanent architectural planters and tree grates may be permitted in fulfillment of landscape requirements when physical constraints that are not self-created limit the use of landscape areas. Such architectural planters shall ~~contain not less than~~be at least ten square feet in size and shall have a depth of not less than 15 inches.

(8) *Mulching or covering of planting areas.* All planting areas shall be covered with grass or other ground cover (including inanimate materials such as bark, etc.,) where not otherwise landscaped. Mulch is required in all shrub beds. All other planting areas shall be covered with grass or ground cover.

~~(9) *Trees not eligible for landscape credit.* The following trees are not native Florida tree species. They typically out-compete and cause the decline of native trees and have a high susceptibility to wind and cold damage. They are discouraged from use in landscaping in an effort to prevent additional distribution of the trees in the area. They may be used for landscaping, but will not count towards landscaping requirements noted in this section:~~

~~a. Tallow tree (Chinese tallow tree).~~

~~b. Camphor tree.~~

~~c. Australian pine.~~

~~d. Melaleuca (punk tree).~~

(d) *Credit for ~~new trees and~~ existing trees.*

~~(1) *New trees.* Credit shall be given for each tree in accordance with the schedule which follows: Each new tree must be planted in a landscaped area of not less than 25 square feet. To ensure the proper development of the tree's crown, no canopy trees counted as credit shall be planted closer than 15 feet on center. Chinese fan and cabbage (sabal) palms~~

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~~counted as credit shall be planted with a minimum of two plants to an area. A credit of one tree shall be allowed for every two palms.~~

(2) *Existing trees.* Existing native and healthy trees which are retained and preserved shall be credited against required buffer and vehicle use area trees upon written determination by the building and zoning department that such trees serve the same or higher purpose than would new trees in terms of providing shade and aesthetic appearance. This credit includes multiple trees which by benefit of their size or location provide the shade that is equivalent to several newer and smaller trees. After the loss of such credited trees, the property owner must provide replacement trees according to code in specific landscape areas. ~~receive credit against the landscape area requirements according to the following schedule:~~

ALLOWS FOR FLEXIBILITY AND COST SAVINGS BY ALLOWING LARGE, EXISTING TREES TO SUBSTITUTE FOR MULTIPLE SMALL, NEW TREES

~~Inches DBH~~	~~Credits~~
~~2 to less than 7~~	~~1~~
~~7 to less than 12~~	~~2~~
~~12 to less than 20~~	~~3~~
~~20 or more~~	4

These credits shall apply where the preserved tree is in a planting area in which the area's least dimension is one-half of the radius of the crown spread of a tree up to ten feet, measured from the trunk center, and where no substantial grade changes within the landscape area are anticipated. In no case shall this least dimension be less than 2½ feet. To receive credit for trees, the applicant must submit a site plan locating all existing trees and indicating size and species. All trees retained for credit must be protected during all phases of construction, as set forth in subsection (c) of this section, pertaining to tree protection.

(3~~9~~) *Trees not eligible for landscape credit.* The following trees are not native Florida tree species. They typically out-compete and cause the decline of native trees and have a high susceptibility to wind and cold damage. They are discouraged from use in landscaping in an effort to prevent additional distribution of the trees in the area. They may be used for landscaping, but will not count towards landscaping requirements noted in this section:

a. Tallow tree (Chinese tallow tree).
b. Camphor tree.
c. Australian pine.
d. Melaleuca (punk tree).

(4~~3~~) *Ratio of required trees.* The ratio of required trees is as follows:
Canopy trees = 50 percent minimum.
Understory trees = 50 percent maximum.
Palms = 15 percent maximum.

(Code 1981, app. C, § 26-7(6))

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Sec. 94-296. – Specific landscape requirements.

~~(a) *Buffer zones.*~~

~~(1) A buffer zone is a landscaped strip along parcel boundaries that serves as a buffer between incompatible uses and zoning districts, as an attractive boundary of the parcel or use, or as both a buffer and attractive boundary. This shall not be interpreted to mean that parcels within a planned mixed use development must meet these requirements.~~

~~(2) The width and degree of vegetation required depends on the nature of the adjoining thoroughfares and uses. The standards of subsections (a)(3) and (4) of this section prescribe the required width and landscaping of all buffer zones.~~

THIS SECTION MOVED TO BUFFER SECTION

~~(3) The standards for buffer zones are set out in the following illustrations that specify the number of plants required per 100 linear feet. To determine the total number of plants required, the length of each side of the property requiring a buffer shall be divided by 100 and multiplied by the number of plants shown in the illustration. The plants shall be spread reasonably evenly along the length of the buffer.~~ THIS SECTION MOVED TO BUFFER SECTION

~~MINIMUM REQUIRED BUFFERS~~

~~ADD FIGURE page 1712.17~~

MULTIPLE BUFFER TABLES CONSOLIDATED INTO ONE TABLE IN BUFFER SECTION

~~(4) The standards in subsection (a) of this section shall be applied between abutting parcels as follows:~~

~~The standards in subsection (a) of this section shall be applied between abutting parcels as follows:~~

	~~Use of Parcel Being Developed~~						
~~Use of Adjacent Parcel~~	~~Single-Family Subdivision~~	~~Multifamily~~	~~Office~~	~~Commercial~~	~~Industrial~~	~~Institutional~~	~~Public ROW~~
~~Single-family~~	~~None~~	~~A~~	~~B~~	~~B~~	~~C~~	~~B~~	~~None~~
~~Multifamily~~	~~None~~	~~None~~	~~A~~	~~B~~	~~B~~	~~A~~	~~None~~
~~Office~~	~~None~~	~~None~~	~~None~~	~~A~~	~~B~~	~~A~~	~~None~~
~~Commercial~~	~~None~~	~~None~~	~~None~~	~~None~~	~~B~~	~~A~~	~~None~~
~~Industrial~~	~~None~~	~~None~~	~~None~~	~~None~~	~~None~~	~~A~~	~~None~~
~~Institutional~~	~~A~~	~~A~~	~~A~~	~~A~~	~~B~~	~~None~~	~~None~~
~~Public ROW~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~None~~

~~(5) Buffering for mixed use developments shall be based on the more intense use in the building or cluster of buildings.~~

~~(6) If a developer proposes to landscape a buffer zone with existing native vegetation, a variance from the strict planting requirements of this subsection may be granted by the building department if:~~

~~a. The variance is necessary to prevent harm to the existing native vegetation; and~~

~~b. The buffering and/or aesthetic purposes of the buffer zone are substantially fulfilled despite the variance.~~

~~(7) Responsibility for providing buffer zones.~~

~~a. The desired width of a buffer zone between two parcels is the sum of the required buffer zones of the parcels. Where a new use is proposed next to an existing use that has less than the required buffer zone for that use, an inadequate buffer zone will be tolerated, except as provided in this subsection, until the nonconforming parcel is redeveloped and brought into conformity with the buffer zone requirements of this Code. The developer of the new adjoining use is encouraged to take into account the inadequacy of the adjoining buffer zone in designing the site layout of the new development.~~

~~b. Where a residential use is proposed next to an existing nonresidential use, or a nonresidential use is proposed next to an existing residential use, and the existing use does not have a conforming buffer zone abutting the property proposed for development, the proposed use shall provide 80 percent of the combined required buffer zones of the two uses. Where the existing use has a buffer zone, but such zone does not meet the requirements of this Code, the proposed use may provide less than 80 percent of the combined required buffer zones if the provision of such lesser amount will create a buffer zone meeting 100 percent of the combined required buffer zone of the two uses. The building department shall determine which areas may be counted as buffer zone of the existing use based on the buffering qualities of the areas.~~

(b) ~~*Interior*~~ *Vehicle use area landscaping.* Vehicle use ~~All parking~~ areas shall have interior landscaping to provide visual and climatic relief from broad expanses of pavement, and to direct and define logical areas for pedestrian and vehicular circulation.

BEST TO HAVE ONE REASONABLE STANDARD FOR ALL PARKING LOTS.

(1) *Minimum open space.* ~~Off-street parking areas containing five parking spaces or in excess of 1,500 square feet shall contain at least ten square feet of interior landscaping for each parking space. Other vehicular use areas in excess of 1,000 square feet~~Vehicular use areas shall have a minimum of ~~25~~ 50 square feet of landscaped area or island for each 500 square feet or fraction thereof of paved area.

THE 50-SF STANDARD EQUATES TO A TYPICAL ARRANGEMENT OF PARKING LOT LANDSCAPE ISLANDS.

(2) *Landscape areas.* Each separate interior landscaped area shall contain a minimum of ~~100~~ 160 square feet and shall be at least ~~five feet wide~~ the allowable width of a parking space, but exceeding nine feet. A minimum of one canopy tree shall be planted ~~for every 120 square feet of interior landscaping or fraction thereof~~within each landscape island, with the remaining area adequately planted with shrubs, ground cover or other approved landscaping materials. When it can be demonstrated that preserved or planted canopy trees can effectively shade parking lots in a manner that is equivalent to or exceeds island shade tree planting or preservation, the building and zoning department may approve such alternatives.

REQUIRING LANDSCAPE ISLANDS SIZED LIKE PARKING PLACES PROVIDES NEEDED ROOM FOR TREES AND ALSO MAKES PARKING LOT DESIGN FLEXIBLE FOR PLANTING AND PRESERVING TREES.

(3) *Xeriscaping.* High water use trees, as identified in Table 297-A shall not be allowed for vehicle use area trees due to the need for increased survivability in the harsh conditions of parking lots.

(3) *Curbing and wheel stops.* All interior landscaping shall be protected from vehicle encroachment by curbing or wheel stops, with cut-outs provided if needed for stormwater entry into landscape areas.

(4) *Parking row relief.* Interior landscaping shall be located in a manner which will divide or interrupt the broad expanse of paving. Landscaped areas shall subdivide parking areas into parking bays containing a maximum of 50 spaces, provided that no more than ~~12~~ 10 spaces shall be in an uninterrupted row. Parking rows shall be terminated by landscape areas.

10 SPACE LIMITATION IS STANDARD AND BETTER PROVIDES FOR SHADY PARKING LOTS

(5) *Relocation of landscaping.* In other vehicular use areas where the strict application of this subsection will seriously limit the function of the area, such as off-street loading areas or vehicle display or storage area, the required landscaping may be located near the perimeter of the paved area in streetyards or buffers. Such required interior landscaping which is relocated shall be in addition to the buffer zone requirements.

RECOGNIZES THAT CAR DEALERS AND CAR RENTAL AGENCIES NEED TO TIGHTLY PARK CARS.

(6) Interior landscaping layout or design shall be reviewed and approved by the building and zoning department.

(c) *Use of required landscape areas.* No accessory structures, garbage or trash collection points or receptacles, parking, or any other functional use contrary to the intent and purpose of this Code shall be permitted in a required landscape area. This does not prohibit the combining of compatible functions such as landscaping and drainage facilities.

(d) Stormwater facilities shall be planted with appropriate trees and other plantings when practicable.

IMPROVES ON BARREN APPEARANCE OF DRY PONDS.

(~~d~~e) *Landscape plan approval.* Appropriate site plans showing proposed landscape development shall be submitted to the ~~city~~ building and zoning department. The site plan shall be drawn to scale normally of not less than one inch equals 30 feet. A different scale may be permitted for good cause shown. Landscape plan review will typically be done concurrent with building permit application review. Amendments or modifications to approved landscape plans shall be reviewed administratively within five working days. Such site plan shall include the following:

(1) Plant name, size and location, number, spacing and size upon installation of all trees, shrubs and ground covers.

(2) Existing and proposed landscape areas.

(3) Existing and proposed parking areas, including access aisles, driveways, catchbasins and all vehicular use areas, scaled and/or dimensioned.

(4) An irrigation system, including heads, valves and pump, that provides 100 percent coverage.

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(5) Locations of all existing and/or proposed structures, sidewalks, pools, fences and walls, all applicable utilities services, dumpsters and other improvements, properly dimensioned and referenced to property uses, setback and yard requirements.

E AND F ARE DUPLICATE STANDARDS THAT SHOULD BE COMBINED

~~(e) *Sight distance for landscaping adjacent to public right-of-way and points of access.* When an accessway intersects a public right-of-way, all landscaping shall provide unobstructed cross-visibility at a level between 2½ and ten feet high within the areas of property on both sides of an accessway formed by the intersection of each side of the accessway and public right-of-way lines, with two sides of such triangle being ten feet in length from the point of intersection and the third side being a line connecting the ends of the two other sides; provided that trees having limbs and foliage trimmed in such a manner that no limbs or foliage extend into the cross visibility area shall be allowed, provided they are located so as not to create a traffic hazard. Landscaping, except required grass or ground cover, shall not be located closer than three feet to the edge of any accessway pavement.~~

(f) *Corner visibility.* On any ~~corner~~ lot located at the intersection of a street or driveway ~~in any residential district,~~ no hedge, structure or planting, or other obstruction to vision between the heights of 2½ feet and ten feet above street level shall be erected, placed or maintained within the triangular area formed by the intersection of curblines and a straight line joining the curblines at points which are 30 feet distant from the point of intersection measured along the ~~curblines~~edge of pavement.

(g) *Appeals.* A person aggrieved by an administrative order, determination or decision of the building and zoning department may appeal the order, determination or decision to the ~~board of zoning appeals~~tree advisory board for a variance from the strict requirements of this section.

(Code 1981, app. C, § 26-7(6))

Sec. 94-297. – Approved plant list

Plant material required for parking lots, streetyards, and buffers for nonresidential and multi-family development and redevelopment shall be selected from the following list, or approved by the determined to be similar and suitable in form and function to the approved plants. Native plants are required unless exempted from the requirement by the tree committee. The table includes appropriate trees for parking lot and rights-of-way. An asterisk indicates that the tree in question may be allowed by the building and zoning department on a case-by-case basis depending on site conditions. Explanation of the water zone follows the table.

PLANT LIST ENSURES PROPER PLANTING

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Table 94-297A: Approved plant list

Botanical Name	Common Name	Water Zone	Right-of-Way	Parking Lot
NATIVE CANOPY TREES (Mature size 40' or more in height)				
Acer rubrum	Red Maple	H,M	Yes	No
Betula nigra	River Birch	H	Yes	No
Carya aquatica	Water Hickory	H	No	No
Carya cordiformis	Bitternut Hickory	M	No	No
Carya glabra	Pignut Hickory	M,L	No	No
Carya tormentosa	Mockernut Hickory	H	No	No
Celtis laevigata	Sugarberry	M,L	*	No
Diospyros virginiana	Common Persimmon	M	No	No
Fraxinus americana	White Ash	M	*	No
Fraxinus caroliniana	Carolina Ash	H	No	No
Fraxinus pennsylvanica	Green Ash	M	Yes	Yes
Liriodendron tulipifera	Tuliptree	H	No	No
Liquidambar styraciflua	Sweetgum	M,L	No	No
Magnolia grandiflora	Southern Magnolia	M,L	Yes	No
Magnolia virginiana	Sweetbay Magnolia	H	Yes	No
Morus rubra	Red Mulberry	L	No	No
Nyssa acquatica	Water Tupelo	H	No	Yes
Nyssa sylvatica	Black Tupelo	H	Yes	Yes
Persea borbonia	Red Bay	L	*	No
Pinus clausa	Sand Pine	L	No	No
Pinus elliottii	Slash Pine	L	No	No
Pinus glabra	Spruce Pine	H	*	Yes
Pinus palustris	Longleaf Pine	M,L	No	No
Pinus taeda	Loblolly Pine	L	No	No
Platanus occidentalis	Sycamore	H,M,L	*	Yes
Quercus falcata	Southern Red Oak	L	No	No
Quercus hemispherica	Laurel Oak	M,L	No	Yes
Quercus laevis	Turkey Oak	L	No	No
Quercus laurifolia	Diamondleaf Oak	L	No	No
Quercus michauxii	Swamp Chestnut Oak	H,M	*	Yes
Quercus nigra	Water Oak	H,M	No	No

Botanical Name	Common Name	Water Zone	Street	Parking
NATIVE CANOPY TREES (Mature size 40' or more in height) (cont'd)				
Quercus phellos	Willow Oak	L	*	Yes
Quercus shumardii	Shumard Oak	H,M,L	*	Yes
Quercus stellata	Post Oak	M,L	No	Yes
Quercus virginiana	Southern Live Oak	M,L	*	Yes
Taxodium ascendens	Pond Cypress	L	*	Yes
Taxodium distichum	Bald Cypress	L	*	Yes
Tilia floridana	Florida Basswood	H	No	No
Ulmus alata	Winged Elm	M,L	Yes	Yes
Ulmus americana	American Elm	H,M	No	No
Ulmus crassifolia	Cedar Elm	L	*	No
Carya illinoiensis	Pecan	H,M	No	No
Phoenix canariensis	Canary Island Date Palm	L	Yes	Yes
Phoenix dactylifera	Date Palm	L	Yes	Yes
Salix babylonica	Weeping Willow	H	No	No
Ulmus parvifolia	Chinese (Drake) Elm	M,L	Yes	Yes
Washingtonia robusta	Washington Palm	L	Yes	No
NATIVE UNDERSTORY TREES (Mature size 12' to 40' height) AND PALMS:				
Acer barbatum	Florida Maple	M	Yes	No
Acer leucoderme	Florida Sugar Maple	M	No	Yes
Aesculus pavia	Red Buckeye	M	No	No
Bumelia tenax	Tough Bumelia	L	Yes	No
Carpinus caroliniana	American Hornbeam	H,M	Yes	No
Cercis canadensis	Eastern Redbud	L	Yes	No
Chamaecyparis thyoides	Atlantic White Cedar	H	No	No
Chionanthus virginicus	Fringetree	M,L	No	No
Cornus florida	Flowering Dogwood	M	No	No
Crategus spp.	Hawthorn	M,L	No	No
Gordonia lasianthus	Loblolly Bay	H	No	No
Halesia carolina	Carolina Silverbell	M	Yes	Yes

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NATIVE UNDERSTORY TREES (Mature size 12' to 40' height) AND PALMS:				
Halesia diptera	Two-Winged Silverbell	M,L	Yes	Yes
Ilex spp.	Hollies	L	Yes	Yes
Juniperus silicicola	Southern Redcedar	L	Yes	No
Juniperus virginiana	Eastern Redcedar	L	Yes	No
Myrica cerifera	Wax Myrtle	M,L	No	No
Botanical Name	**Common Name**	**Water Zone**	**Street**	**Parking**
Ostrya virginiana	American Hophornbeam	M,L	Yes	Yes
Persea palustris	Swampbay	H	No	No
Pinckneya pubens	Fevertree	H	No	No
Prunus augustifolia	Chickasaw plum	M,L	No	No
Quercus austrina	Bluff Oak	M	*	Yes
Quercus chapmanii	Chapman Oak	L	No	No
Quercus incana	Bluejack Oak	L	No	No
Quercus myrtifolia	Myrtle Oak	L	No	No
Quercus nuttallii	Nuttal Oak	L	*	Yes
Sabal palmetto	Cabbage Palm	L	Yes	Yes
Salix caroliniana	Willow	H	No	No
Tilia caroliniana	Carolina Basswood	M	No	No
Vaccinium arboreum	Sparkleberry	L	No	No
Viburnum rufidulum	Viburnum	M	No	No
NON-NATIVE UNDERSTORY TREES (Mature size 12' to 40' height) AND PALMS:				
Butia capitata	Pindo Palm	M,L	Yes	Yes
Callistemon rigidus	Bottlebrush	M	No	No
Cupressocyparis leylandii	Leyland Cypress	M,L	No	No
Eriobotrya japonica	Loquat	M	Yes	No
Ilex spp.	Treeform Holly	M,L	Yes	Yes
Lagerstromia indica	Crape Myrtle	M,L	Yes	Yes
Ligustrum japonicum	Waxleaf Privet	M,L	No	No
Magnolia spp.	Deciduous Magnolia	H,M	No	No
Ulmus parvifolia	Chinese Elm	M,L	No	No

Botanical Name	**Common Name**	**Water Zone**
NATIVE SHRUBS, SMALL PALMS AND CYCADS:		
Callicarpa americana	Beautyberry	H,M,L
Calycanthus floridus	Sweetshrub	H,M
Feijoa sellowiana	Pineapple Guava	M
Forestiera segregata	Florida Privet	M,L
Ilex glabra	Gallberry	M,L
Ilex vomitoria	Yaupon Holly	L
Illicium parviflorum	Star Anise	H,M
Myrica cerifera	Wax Myrtle	M,L
Rhapidophyllum hystrix	Needle Palm	M,L
Sabal minor	Bluestem Palmetto	H,M,L
Seronoa repens	Saw Palmetto	M,L
Vaccinium coryonbosum, darrowii, myrsinites	Native blueberries	
Botanical Name	**Common Name**	**Water Zone**
NON-NATIVE SHRUBS, SMALL PALMS AND CYCADS:		
Viburnum obovatum	Walters Viburnum	H,M
Abelia grandiflora	Abelia	M
Beloperone guttata	Shrimp Plant	H,M
Bulbine	Groundcover	
Buxus microphylla	Japanese Boxwood	M
Buxus sempervirens	English Boxwood	M
Camellia japonica	Camellia	M
Camellia sasanqua	Sasanqua Camellia	H
Chamaerops humilis	European Fan Palm	L
Codiaeum variegatum	Croton	H,M,L
Cycas revoluta	King Sago	L
Eleagnus pungens	Silverthorn	M,L
Fatsia japonica	Fatsia	H,M
Gardenia jasminoides	Gardenia	H,M
Hibiscus syriacus	Rose of Sharon	M
Hydrangea spp.	Hydrangea	H,M
Ilex spp.	Shrubform Holly	M
Juniperus spp.	Juniper	M,L
Ligustrum japonica	Waxleaf Privet	M,L

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Botanical Name	**Common Name**	**Water Zone**
NON-NATIVE SHRUBS, SMALL PALMS AND CYCADS:		
Loropetalum chinense	Chinese Witch Hazel	H,M
Michelia figo	Banana Shrub	H,M
Nerium oleander	Oleander	M,L
Osmanthus fragrans	Sweet Olive	M
Pittosporum tobira	Pittosporum	H,M
Platycladus orientalis	Arborvitae	L
Podocarpus macrophylla, nagi	Podocarpus	M,L
Raphiolepis indica	Indian Hawthorn	M,L
Rhododendron spp.	Azalea	H,M
Ternstroemia gymnanthera	Cleyera	M,L
Trachycarpus fortunei	Windmill Palm	L
Viburnum odoratissium	Sweet Viburnum	H,M
Botanical Name	**Common Name**	**Water Zone**
NATIVE GROUNDCOVERS:		
Viburnum tinus	Laurustius Viburnum	M,L
Borrichia frutescens	Sea Oxeye Daisy	L
Ceratiola ericordes	Rosemary	M,L
Crinum spp.	Crinum Lily	M
Gelsemium sempervirens	Carolina Jessamine	M
Helianthus debilis	Beach Sunflower	L
Iva imbricata	Seashore Elder	L
Licania michauxii	Gopher Apple	L
Muhlenbergia capillaris	Muhly Grass	L
Parthenocissus quinquefolia	Virginia Creeper	H,M
Paspalum spp.	Paspalum	H,M
Serenoa repens	Saw Palmetto	M,L
Sesuvium portulacastrum	Sea Purslane	L
Sisyrinchium spp.	Blue-eyed Grass	M
Sorghastrum secundum	Lopsided Indian Grass	L
Spartina patens	Saltmeadow Cord Grass	M,L
Stachytarpheta jamaicensis	Blue Porter Weed	L
Tripsacum dactyloides	Fakahatchee Grass	L
Uniola paniculata	Sea Oats	L

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Botanical Name	Common Name	Water Zone
NON-NATIVE GROUNDCOVERS:		
Yucca filamentosa	Beargrass	L
Zamia pumila	Coontie	M
Agapanthus africanus	Blue Lily of the Nile	M
Ajuga reptans	Bugleweed	H
Aloe spp.	Aloe	M,L
Aspidistra elatior	Cast Ironplant	M
Dietes bicolor	Butterfly Iris	H
Dietes vegeta	African Iris	M,L
Ficus pumila	Creeping Fig	M,L
Gerbera jamesonnii	Gerbera Daisy	M
Hedera canariensis	Algerian Ivy	L
Hedera helix	English Ivy	L
Hemerocallis spp.	Daylily	M,L
Juniperus spp.	Juniper	M,L
Liriope muscari	Liriope spp.	M
Miscanthus spp.	Miscanthus	L
Nandina domestica	Dwarf Nandina	M,L
Ophiopogon japonicus	Mondo Grass	L
Pittosporum tobira	Dwarf Pittosporum	H,M
Trachelospermum asiaticum	Asiatic Jasmine	L
Trachelospermum jasminoides	Confederate Jasmine	L
Tulbaghia violacea	Society Garlic	M,L
Gelsemium sempervirens	Carolina Jessamine	M
Helianthus debilis	Beach Sunflower	L
Iva imbricata	Seashore Elder	L
Licania michauxii	Gopher Apple	L
Muhlenbergia capillaris	Muhly Grass	L
Parthenocissus quinquefolia	Virginia Creeper	H,M
Paspalum spp.	Paspalum	H,M
Serenoa repens	Saw Palmetto	M,L
Sesuvium portulacastrum	Sea Purslane	L

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Botanical Name	Common Name	Water Zone
NON-NATIVE GROUNDCOVERS:		
Sisyrinchium spp.	Blue-eyed Grass	M
Sorghastrum secundum	Lopsided Indian Grass	L
Spartina patens	Saltmeadow Cord Grass	M,L
Stachytarpheta jamaicensis	Blue Porter Weed	L
Tripsacum dactyloides	Fakahatchee Grass	L
Uniola paniculata	Sea Oats	L
Yucca filamentosa	Beargrass	L
Aloe spp.	Aloe	M,L
Aspidistra elatior	Cast Ironplant	M
Catharanthus roseus	Periwinkle, Vinca	H,M
Convolvulus 'Blue Daze'	Blue Daze	M
Cyrtomium falcatum	Holly Fern	M
Dichondra micrantha	Dichondra	H,M

TABLE 94-297B. PROHIBITED SPECIES

Botanical Name	Common Name
Albizia julibrissin	Mimosa
Broussonetia papyrifera	Paper Mulberry
Cinnamomum camphora	Camphor
Melia azedarach	Chinaberry
Sapium sebiferum	Chinese Tallow

H	High water use plant species associated with wetlands or moist soils; requires supplemental irrigation in addition to natural rainfall. This zone includes most manicured turfgrass areas.
M	Moderate water use, drought tolerant plant species that survive on natural rainfall; requires supplemental irrigation during seasonal dry periods to maintain attractive appearance. This zone includes St. Augustine, Bahia and other turf grass areas.
L	Low water use drought tolerant plant species; will survive on natural rainfall without supplemental irrigation.

Secs. 94-298—94-299. - Reserved.

BUFFERING
DRAFT ORDINANCE
MARKED-UP VERSION

ARTICLE VIII. – BUFFERING AND SCREENING REQUIREMENTS 1
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ARTICLE VIII. – BUFFERING AND SCREENING REQUIREMENTS

Sec. 94-300. - Purpose

The purpose of this article is to provide minimum buffering and screening requirements which:
(a) Reduce adverse impacts between uses and zones;
(b) Buffer intensive land uses from less intensive land uses; and
(c) Protect the public health, safety and general welfare by:
  (1) Minimizing noise, air, dust and visual pollution;
  (2) Reducing the heat and glare absorbed and radiated by development;
  (3) Preserving property values and the character of neighborhoods;
  (4) Helping to control soil erosion and stormwater runoff; and
  (5) Improving the aesthetic appeal of the city.
(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-301. - Definitions

For purposes of the administration and enforcement of this article and unless otherwise stated, the following definitions shall apply (the present tense shall include future tense, the plural shall include the singular, and the word "shall" is mandatory, not discretionary):
Berm means a mound of earth between two and six feet high used to buffer or screen a land use.
Central business district (CBD) means areas zoned DB (downtown business) and DR (downtown riverfront) on the Official Zoning Atlas of Palatka, Florida.
Deciduous means a plant with foliage that drops or dies at the end of a growing season.
Evergreen means a plant with foliage that remains green year-round.
Ground cover means grasses or other plants grown to keep soil from being blown or washed away.
Mulch means a layer of wood chips, pine straw, hay or other material placed on the surface of the soil around plants to retain moisture, prevent weeds from growing, hold soil in place and aid in plant growth.
Ornamental grass means a grass planted primarily for its ornamental value or for screening purposes.

Redevelopment means the demolition and rebuilding ~~or expansion~~ of 50 percent or more of a site's physical development (i.e., square footage of buildings).
Shrub means a woody plant, smaller than a tree, consisting of several small stems from the ground or small branches near the ground.
Streetyard means the area between a street property line and the front wall of a building.
Tree means a usually tall, woody plant, distinguished from a shrub by having comparatively greater height and, characteristically, defined as:
(1) Canopy (large maturing) — Single trunk whose height is greater than 35 feet at maturity; or
(2) Understory (small maturing) — Single trunk or multi-stem whose height is less than 35 feet at maturity.
Undisturbed vegetation means natural vegetation in a generally untouched, maintenance free, self-perpetuating stand comprised of indigenous trees, shrubs, herbs, flowers or grasses.
Utility easement means the right-of-way acquired by a utility or governmental agency or private agency to locate utilities, including all types of pipelines, telephone and electric cables.
(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-302. – Purpose of buffer zones

(a) A buffer zone is a landscaped strip along parcel boundaries that serves as a buffer between incompatible uses and zoning districts, as an attractive boundary of the parcel or use, or as both a buffer and attractive boundary. This shall not be interpreted to mean that parcels within a planned mixed use development must meet these requirements.
(b) The width and degree of vegetation required depends on the level of impacts between uses as shown in Table 94-304.

Sec. 94-303. – Applicability of regulations

This article shall apply to projects meeting at least one of the following criteria~~:~~. When a project meets more than one criterion it shall meet the less restrictive standard.
(a) All appropriately-zoned lots existing on the date of adoption of this article requiring a building permit and proposed for development shall conform to this article as follows. ~~(for the provisions of this paragraph, commencement of development shall be defined as the date of the initial issuance of the building permit excluding extensions):~~
~~(1) Certificate of occupancy issued within 12 months of adoption of this article: 50 percent compliance.~~
~~(2) Certificate of occupancy issued after 12 months but within 18 months of adoption of this article: 75 percent compliance.~~
~~(3) Certificate of occupancy issued after 18 months of adoption of this article: 100 percent compliance.~~
~~This criterion does not apply to fences, only to the quantity of plantings and the width of the buffer.~~
(b) Conditional uses ~~A change in land use or zoning~~ shall be subject to this article.
(1) Existing uses with no parking lot or building expansions shall only be required to meet uncomplimentary use buffers adjacent to single-family uses or zoning and one streetyard tree per 4,000 square feet of vehicular use area. Each change

TIES LANDSCAPE CODE CONFORMANCE WITH DEVELOPMENT, NOT ENTITLEMENTS, AND CALLS FOR MINIMIZED & PROPORTIONATE

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of use shall require the greater of one tree planting or 25% of the required trees and linear buffer.

(2) Multi-tenant shopping or office properties shall provide required landscaping noted in (1) above that is proportional to the use's percentage of the overall non-storage space. For example a use occupying a space that is 10% of the non-storage space of a shopping center shall provide at least 10% of the overall required buffer in regard to linear feet and associated landscape plantings. Priority shall be given to buffers within the streetyard. ~~For purposes of this article, a change in land use or zoning shall include any of the following:~~

~~(1) A future land use amendment;~~

~~(2) A rezoning; or~~

~~(3) A conditional use.~~

~~This criterion does not apply to a change of occupancy or use where such change is permitted within the subject zoning designation without any additional consideration or process.~~

PROPORTIONAL COMPLIANCE INSTEAD OF COMPLIANCE BY RANGE OF PARCEL OR BUILDING SIZE

(c) Additions or expansions to existing uses shall ~~be governed as follows~~ provide required landscaping that is proportional to the greater of building or parking lot space. For example a 30% building expansion accompanied by a 20% parking lot expansion shall provide 30% of overall required buffer in regard to linear feet and associated landscape plantings. Priority shall be given to buffers within the streetyard.

~~(1) On sites two acres or smaller, additions or expansions greater than 5,000 square feet shall be subject to this article. This includes additions cumulatively totaling more than 5,000 square feet following the adoption of this article.~~

~~(2) On sites greater than two acres, additions or expansions greater than 10,000 square feet to an existing structure shall be subject to this article. This includes additions cumulatively totaling more than 10,000 square feet following the adoption of this article.~~

~~(3) Additions or expansions less than 100 feet from any property line shall provide the required buffer on the encroached upon property line(s).~~

~~(4) Additions or expansions more than 100 feet from any property line shall be exempt, except on property lines that abut parcels zoned R-1AA, R-1A, R-1, or R-2.~~

~~(5) Buffers shall extend between building lines.~~

(d) Change of use. The lack of required buffer landscaping is considered to be a nonconforming characteristic of use, as defined in Zoning Code Section 94-114(f). Any nonresidential property that is unoccupied and not operational for more than six months is subject to the provisions of this section and shall be subject to the compliance standards set forth in (b) and (c) of this section.

(e) For purposes of clearing or grading, the owner shall be required to follow at a minimum the standards set forth herein and the standards of stabilization as set forth by the public works director and other appropriate authorities. The installation of buffers shall not be required until a certificate of occupancy is requested for the developed parcels and at that time only the buffer for each developed parcel should be required. This shall ensure that the proper buffer is established for each use as well as provide for the appropriate timing of installation.

EXPANSION COVERED IN (C) ABOVE

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~~(e) Redevelopment of a site, as defined in this article, shall be subject to this article and shall additionally include any subsequent redevelopment cumulatively totaling more than a 50 percent expansion following the adoption of the article.~~

(~~f~~e) In instances where a property owner or his agent is in possession of multiple contiguous undeveloped lots or parcels with differing zoning, or in instances where a single undeveloped lot or parcel includes multiple zoning designations, then the property owner may exclude the required buffers separating these differing zonings until such time as development is commenced, the contiguous use is initiated, or until a certificate of occupancy is requested for the adjacent undeveloped lot or parcel or portion of a lot or parcel with differing zoning designations. In instances where a contiguous lot or parcel with differing zoning, or where a portion of a lot or parcel with differing zoning, is sold by a property owner and the required buffer has not been previously installed, then the required buffer shall immediately be required to be installed by the property owner. In no instance shall this exclusion be used by a property owner to intentionally avoid the installation of a required buffer and, further, the zoning administrator reserves the right to require the installation of buffers where in his opinion a property owner is attempting to intentionally avoid the installation of the required buffers.

(Ord. No. 05-33, § 1, 6-23-2005)

Sec. 94-304. – Buffer determination

To determine the type of buffer required between two adjacent parcels or along a right-of-way, refer to the table of buffer requirements and cross-reference the zoning of the parcel proposed for development, redevelopment, or expansion with the zoning district of the adjacent parcel, regardless of whether it is developed or vacant, except as provided in section 94-302(f). The standards provided are minimum requirements and may be exceeded if so desired, except for fence heights, which shall require approval of the board of zoning appeals to be exceeded. Tree spacing can be averaged with an emphasis on effective placement of trees for shading, visual and sound attenuation, and aesthetic appeal.

BUFFER TABLES CONSOLIDATED INTO ONE TABLE

~~Table 94-303. TABLE OF BUFFER REQUIREMENTS~~

~~Zoning/ use of adjacent parcel~~	~~Zoning of parcel proposed for development/redevelopment/expansion~~								
	~~CON~~	~~ROS, OR~~	~~R-1AA, R-1A, R-1, R-2~~	~~R-3, R-4~~	~~C-1A, C-1~~	~~DB, DR~~	~~PBG-1, AP-1~~	~~C-2~~	~~M-1, PBG-2, AP-2~~
~~CON~~	~~—~~	~~—~~	~~A~~	~~B~~	~~C~~	~~—~~	~~D~~	~~D~~	~~D~~
~~ROS, OR~~	~~—~~	~~A~~	~~A~~	~~B~~	~~C~~	~~—~~	~~C~~	~~C~~	~~D~~
~~R-1AA, R-1A, R-1, R-2~~	~~A~~	~~A~~	~~—~~	~~C~~	~~C~~	~~—~~	~~C~~	~~D~~	~~D~~
~~R-3, R-4~~	~~A~~	~~A~~	~~A~~	~~B~~	~~C~~	~~—~~	~~C~~	~~C~~	~~D~~

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~~C-1A, C-1~~	~~A~~	~~A~~	~~B~~	~~C~~	—	—	~~B~~	~~B~~	~~D~~
~~DB, DR~~	~~A~~	~~A~~	~~B~~	~~C~~	~~C~~	—	~~B~~	~~B~~	~~D~~
~~PBG-1, AP-1~~	~~A~~	~~A~~	~~C~~	~~C~~	~~C~~	—	~~B~~	~~B~~	~~C~~
~~C-2~~	~~A~~	~~A~~	~~C~~	~~D~~	~~A~~	—	~~A~~	~~A~~	~~C~~
~~M-1, PBG-2, AP-2~~	~~A~~	~~A~~	~~D~~	~~D~~	~~C~~	—	~~A~~	~~A~~	~~B~~

~~Note: Areas zoned DB and DR are exempt from installing a buffer because of the CBD exemption.~~
~~— = Buffer not required~~

~~(Ord. No. 05-33, § I, 6-23-2005)~~
~~Sec. 94-304. - Buffer categories and options for rear and side yards.~~
~~The applicant may choose the option to be used within the required category. Plant species selected by the applicant shall be from approved lists maintained by the St. John's River Water Management District for the Waterwise Landscaping program and shall otherwise conform to the provisions of this article.~~

~~Table 94-304A. CATEGORY A~~

	~~Option 1~~	~~Option 2~~	~~Option 3~~
~~Width of Buffer~~	~~5 feet~~	~~10 feet~~	~~20 feet~~
~~Number of Canopy Trees per 100 linear feet~~	~~0~~	~~0~~	~~Undisturbed Natural Vegetation~~
~~Number of Understory Trees per 100 linear feet~~	~~0~~	~~2~~	~~Undisturbed Natural Vegetation~~
~~Number of Shrubs/Ornamental Grasses per 100 linear feet~~	~~20~~	~~15~~	~~Undisturbed Natural Vegetation~~
~~Fence, Wall or Earth Berm~~	~~6 to 8 foot wood stockade fence or masonry wall~~	~~None Required~~	~~None Required~~

~~Table 94-304B. CATEGORY B~~

	~~Option 1~~	~~Option 2~~	~~Option 3~~
~~Width of Buffer~~	~~15 feet~~	~~10 feet~~	~~20 feet~~
~~Number of Canopy Trees per 100 linear feet~~	~~1~~	~~0~~	~~Undisturbed Natural Vegetation~~
~~Number of Understory Trees per 100 linear feet~~	~~4~~	~~4~~	~~Undisturbed Natural Vegetation~~
~~Number of~~	~~25~~	~~20~~	~~Undisturbed Natural~~

~~Shrubs/Ornamental Grasses per 100 linear feet~~			~~Vegetation~~
~~Fence, Wall or Earth Berm~~	~~None Required~~	~~6 to 8 foot wood stockade fence or masonry wall; or 2 to 6 foot earth berm with wood stockade fence or masonry wall installed at highest point to provide 6 to 8 foot high buffer~~	~~None Required~~

~~Table 94-304C. CATEGORY C~~

	~~Option 1~~	~~Option 2~~	~~Option 3~~
~~Width of Buffer~~	~~20 feet~~	~~10 feet~~	~~30 feet~~
~~Number of Canopy Trees per 100 linear feet~~	~~3~~	~~0~~	~~Undisturbed Natural Vegetation~~
~~Number of Understory Trees per 100 linear feet~~	~~3~~	~~0~~	~~Undisturbed Natural Vegetation~~
~~Number of Shrubs/Ornamental Grasses per 100 linear feet~~	~~20~~	~~20~~	~~Undisturbed Natural Vegetation~~
~~Fence, Wall or Earth Berm~~	~~None Required~~	~~6 to 8 foot wood stockade fence or masonry wall; or 2 to 6 foot earth berm with wood stockade fence or masonry wall installed at highest point to provide 6 to 8 foot high buffer~~	~~None Required~~

~~Table 94-304D. CATEGORY D~~

	~~Option 1~~	~~Option 2~~	~~Option 3~~
~~Width of Buffer~~	~~40 feet~~	~~30 feet~~	~~75 feet~~
~~Number of Canopy Trees per 100 linear feet~~	~~6~~	4	~~Undisturbed Natural Vegetation~~
~~Number of Understory Trees per 100 linear feet~~	~~6~~	~~5~~	~~Undisturbed Natural Vegetation~~
~~Number of~~	~~33~~	~~25~~	~~Undisturbed Natural~~

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~~Shrubs/Ornamental Grasses per 100 linear feet~~			~~Vegetation~~
~~Fence, Wall or Earth Berm~~	~~None Required~~	~~6 to 8 foot wood stockade fence or masonry wall; or 2 to 6 foot earth berm with wood stockade fence or masonry wall installed at highest point to provide 6 to 8 foot high buffer~~	~~None Required~~

~~Berms shall have a maximum slope of 3:1, a minimum crown width of two feet, and shall be planted with vegetative ground cover to prevent erosion.~~
~~Fence installation shall be consistent with acceptable building practices.~~
~~(Ord. No. 05-33, § I, 6-23-2005)~~

~~Sec. 94-305. - Buffer requirements for street frontages.~~
~~The portion(s) of a parcel proposed for development, redevelopment, or expansion abutting on a public street or highway right-of-way shall be buffered as per Table 94-305.~~
~~Buffers may be planted within the public right-of-way and utility easements if the public works director concludes that such plantings will not be impacted by utilities, roadway expansions, or traffic flow considerations. Planting within the right-of-way and utility easements may account for no more than 25 percent of the total landscape requirement. Parcels zoned R-1AA, R-1A, R-1, and R-2 are exempt from this requirement.~~
~~Table 94-305. TABLE OF STREET FRONTAGE BUFFERS~~

	~~2 acres or less~~		~~Greater than 2 acres~~	
	~~Option 1~~	~~Option 2~~	~~Option 1~~	~~Option 2~~
~~Planting strip adjacent to public ROW~~	~~8 feet~~	~~5 feet~~	~~10 feet~~	~~7 feet~~
~~Number of large trees per 100 linear feet of frontage or fraction~~	~~1~~	~~2~~	~~1~~	~~2~~
~~Number of shrubs per 100 linear feet or frontage of fraction~~	~~25~~	~~30~~	~~25~~	~~30~~
~~Maximum height of a berm at 3:1~~	~~6 feet~~	~~2 feet~~	~~6 feet~~	~~2 feet~~

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~~slope~~				

~~Berms shall have a maximum slope of 3:1, a minimum crown width of two feet, and shall be planted with vegetative ground cover to prevent erosion.~~
~~Fence installation shall be consistent with acceptable building practices.~~
~~(Ord. No. 05-33, § I, 6-23-2005)~~
~~.....~~
~~Sec. 94-306. - Location of buffers.~~
~~Buffers shall be located along the perimeter of a lot or parcel, and may be located within the public right-of-way or utility easement as provided for in section 94-305. If fencing is required, or desired, it shall be located at the property line. A fence shall be erected so the best aesthetic surface faces the adjacent property.~~
~~Buffers may be located within the front, rear and side yard required by the zoning ordinance.~~
~~(Ord. No. 05-33, § I, 6-23-2005)~~

(a) *Perimeter buffer responsibility* –If the land next to the proposed development is vacant, the perimeter buffer required shall be determined by the existing land use or zoning of the adjacent vacant parcel, with the parcel having the more intensive land use responsible for the buffer. If the adjacent parcel has a use of higher intensity, was developed prior to the effective date of this ordinance and did not include a buffer, the proposed development will be responsible for the required perimeter buffer. If the proposed development is next to an existing development having a land use of lower intensity, the proposed development shall be responsible for the perimeter buffer.

(b) *Buffer tree spacing*. Tree spacing can be averaged with an emphasis on effective placement of trees for shading, visual and sound attenuation, and aesthetic appeal. Canopy trees require a separation of 25 feet from any tree and understory trees require a separation of 15 feet from any tree.

(c) *Default buffer* – Unless otherwise required in Table 94-303, all development shall provide a buffer adjacent to property lines with a minimum width of eight feet and the following required landscaping:
(1) A row of evergreen or deciduous canopy trees spaced not more than 50 feet apart; and
(2) turf grass, low growing evergreen plants or evergreen ground cover planted over at least one-third of the buffer length.

MINIMAL BUFFER FOR LIKE USES, REAR & SIDE YARDS FOR

(d) *Vehicular use area buffer* – the following required landscaping shall be provided within a buffer of minimum width of 10 feet located between a street right-of-way and parking lots, driveways, loading areas and other paved expanses, and with the ability for plantings to occur in the adjacent right-of-way where the intent of the buffering will be achieved and no conflicts occur with utilities, with the approval of the building and zoning department:
(1) Hedges, ornamental grasses, fences, walls, or a combination of these elements that provides effective screening, to be maintained at a height between 36 inches and 54 inches, not interfering with required sight distance at driveway entrances or street intersections.

MORE EFFECTIVE SCREENING & SHADING OF PAVED AREAS – CURRENT STANDARDS REQUIRE CONTINUOUS SHRUBS & LANDSCAPE STRIPS, WHILE ONLY REQUIRING MINIMAL TREE PLANTING (1 OR 2 PER 100 LINEAR FEET)

(2) A row of evergreen or deciduous canopy trees spaced not more than 35 feet apart; and,
(3) Turf grass, low growing evergreen plants or evergreen ground cover planted over the remaining balance of the buffer.

(e) *Roadway buffer* – the following required landscaping shall be provided in areas adjacent to street right-of-way that are not vehicular use area buffers or driveways, and with the ability for plantings to occur in the adjacent right-of-way where the intent of the buffering will be achieved and no conflicts occur with utilities, with the approval of the building and zoning department:

HEDGE REQUIREMENT REMOVED TO ALLOW FOR GREATER BUILDING VISIBILITY AND LOWER COSTS

(1) a row of evergreen or deciduous canopy trees spaced not more than 35 feet apart; and,
(2) turf grass, low growing evergreen plants or evergreen ground cover planted over the remaining balance of the buffer.

(f) *Streetyard* – at least 15% of the streetyard shall be established and maintained as landscaped area, with other required buffers counting toward that total.

INTENDED TO "GREEN UP" ROADWAY CORRIDORS WITH STRATEGIC TREE PLACEMENT

(g) *Uncomplimentary use buffer* – those interior perimeter buffers that are not adjacent to a right-of-way shall include the following:

(1) Evergreen plants which, at the time of planting, shall be at least three feet in height and reach a height of six feet within one year, providing an overall screening opacity of 90 percent; or,
(2) A masonry wall six feet in height, architecturally finished on all sides, and if a block wall, painted on all sides; or,
(3) A solid wooden fence six feet in height, finished side out; or,
(4) A berm in combination with 1, 2 or 3 to achieve a minimum height of six feet and eighty percent opacity at the time of installation; and
(5) A row of evergreen understory and canopy trees between impactful and impacted uses or evergreen or deciduous understory and canopy trees in all other cases, spaced as noted in Table 94-303; and,
(6) Turf grass, low growing evergreen plants or evergreen ground cover planted over the remaining balance of the buffer.

MOST STRINGENT BUFFER, INTENDED FOR UNCOMPLIMENTARY USES, BUT NOT AS OVERLY AS CURRENT STRINGENT BUFFER (TREES ON NINE-FOOT SPACING, FENCE, HEDGE, 40-FOOT WIDTH)

(h) *Natural uncomplimentary use buffer* – an undisturbed wooded area having an opacity of 85% during all seasons shall be allowed as an alternative to other perimeter buffers if it is determined by the building and zoning department that this buffer meets the intent of effectively screening adjacent property. Buffer width shall exceed twice the required dimension set forth in Table 94-304.

SINGLE TABLE TO REPLACE MULTIPLE BUFFER TABLES – INTERIOR BUFFERS ONLY REQUIRED WHEN LOW IMPACT USES (CONSERVATION, RESIDENTIAL) ARE AFFECTED

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Table 94-304: Uncomplimentary Use Buffer Table

High Impact Uses or Zoning	Low Impact Uses or Zoning		
	Conservation and Passive Recreation	Residential - (Single and Two)	Residential - (Multifamily)
Residential - (Multifamily)	15/50/25	25/50/25	N/A
Cultural/Institutional Office/Professional Services	15/50/25	15/50/25	10/60/40
Neighborhood Commercial	15/50/25	20/50/25	10/60/40
Active Recreation	20/35/0	20/40/40	15/50/0
General Commercial	20/50/20	25/50/20	20/60/30
Intensive Commercial / Industrial / Utility Plant Sites	25/50/20	35/50/20	25/50/25

Legend: buffer width in feet / canopy tree spacing / understory tree spacing. For example 20/50/25 means a 20 foot wide buffer with canopy trees spaced an average of 50 feet apart and understory trees spaced an average of 25 feet apart.

(i) *Multipurpose landscaping*. Required landscaping may be used to satisfy multiple standards. For example, a vehicular use area terminal island tree may be used to also satisfy a perimeter buffer tree requirement if the intent of both buffers is served as determined by the building and zoning department.

ELIMINATES "DOUBLE-COUNTING" AND REDUCES EXPENSES WHILE MEETING INTENT OF CODE

(j) *Xeriscaping*. To ensure lower water use and increased survivability, buffer shrubs utilized for hedges, and also trees in vehicle use areas and roadway buffers shall be limited to those types listed in low and medium water use zones, as listed in Table 297-A. Plant types shall be of similar water use zone.

~~**Sec. 94-305. - Planting specifications**~~

~~(a) *General requirements.* All plant material shall meet American Association of Nurserymen Standards. Plantings shall conform to the following specifications, as applicable:~~
~~(1) Ground cover of vegetative matter shall be provided throughout the buffer area except in undisturbed natural vegetation areas. If grass is used, it shall be of a species normally grown as permanent lawns in the vicinity of Palatka, Florida. Grass areas may be sodded, plugged, sprigged or seeded.~~
~~(2) Canopy tree species shall be a minimum of eight feet in height and have a caliper of at least two inches immediately after planting. Species shall have an average mature crown spread of at least 25 feet when grown in Palatka, Florida. No canopy trees shall be planted within 20 feet of overhead wires.~~
~~(3) Understory tree species shall be a minimum of five feet in height and have a caliper of at least 1½ inches immediately after planting. Species used shall have an average mature crown spread of at least 15 feet when grown in Palatka, Florida.~~

~~(4) Shrubs and ornamental grasses shall be a minimum of 12 inches in height when measured immediately after planting.~~

~~(5) Shrubs or ornamental grasses planted to form hedges shall be an evergreen species and a minimum of 18 inches in height when measured immediately after planting. Shrubs and ornamental grasses planted to form hedges shall be planted no further apart than 30 inches on center.~~

~~(6) All plantings that die or are destroyed within two years must be replaced.~~

~~(b) *Specific requirements.*~~

~~(1) *Placement, installation and irrigation.*~~

~~a. To achieve a more natural appearance, plantings should not be evenly spaced or planted in a straight line. Plantings shall be distributed throughout the length of the buffer.~~

~~b. Plantings shall be installed to current nursery industry standards. Plant materials shall be properly supported to ensure survival. Support devices such as guy wires or stakes shall not interfere with vehicular or pedestrian movement and shall be removed after 12 months.~~

~~c. The buffer shall provide for the placement of topsoil of a depth sufficient to ensure plant survival.~~

~~d. To ensure that plants will survive the critical establishment period when they are most vulnerable due to lack of watering, all buffer areas should be provided with means of providing water with one of the following two options:~~

~~1. A permanent built-in irrigation system; or~~

~~2. A temporary watering system (hoses, water tank truck, etc.) which provides sufficient water to ensure that selected plant species can survive adequately on their own once established.~~

~~(2j)~~ *Existing vegetation.* Preservation of existing stands of natural vegetation and mature trees is a highly desirable aspect of site development and encouraged whenever and wherever existing vegetation will aid in meeting the requirements of this article.

~~a.~~(1) As noted in the buffer category schedule, undisturbed natural vegetation can serve as an adequate buffer and can eliminate the need for any supplemental vegetation within the buffer areas. All such areas must be adequately protected during site development and construction activity.

~~b.~~(2) Mature trees are valuable community assets and should be saved whenever possible. If existing trees (hardwoods or pines) at least eight inches in diameter (measured four feet above the ground) are used in the buffer or landscaped area, each tree will count double toward meeting the buffer tree requirement.

(k~~3~~) *Protection.* All required buffer areas, particularly those including trees and shrubs, should be protected from potential damage by adjacent uses and development, including parking and storage areas. A tree protection device shall be installed at the dripline of the tree canopy to protect the tree and root zone.

(Ord. No. 05-33, § I, 6-23-2005)

~~**Sec. 94-306. Responsibility for installation and maintenance**~~

~~The property owner or his/her agent is responsible for the installation and reasonable maintenance of the buffer area. Succeeding owners, lessees, and agents must also reasonably maintain the buffers. The penalty for failing to install or maintain the required buffer areas is outlined in the administration and enforcement section of this article, except that in R-1AA, R-1A, R-1, and R-2 zoning districts, maintenance of any buffer shall be at the discretion of the individual homeowner following installation of any buffer during initial development of the site.~~

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~~(Ord. No. 05-33, § I, 6-23-2005)~~

Sec. 94-305~~7~~. – Timing of buffer installation

Required buffers shall be installed in accordance with the following schedule:

(1) New development, redevelopment, or expansions: Dimensions, category and option of buffer installation shall be submitted to the building and zoning department prior to the issuance of a certificate of occupancy.

(2) Change in land use or zoning: site plans submitted with the future land use amendment, rezoning, or conditional use application shall depict the location, dimensions, category, and option of required buffers and buffer installation and shall be submitted to the building and zoning department as part of the application submittal for the requested change in land use or zoning. No change in land use or zoning may be heard by the planning board without the submittal of site plans addressing required buffers as provided in this article.

(3) Where a buffer includes new plantings, a property owner or developer may submit an affidavit requesting a postponement in planting to allow for installation to occur at a time which better coincides with the normal planting season, generally between November 1 and March 30 of each year.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-306~~8~~. – Exceptions and modifications.

(a) Central business district. Because of the unique urban character of the central business district (CBD), the buffering requirements of this article shall not apply to properties located within the CBD zoned DB (downtown business) or DR (downtown riverfront). However, properties in the CBD shall be subject to the ~~"screening required for parking lots"~~vehicle use area buffer and "required screening~~ required for trash areas, dumpsters, and outdoor storage areas visible from any public street or from residential uses and zones~~" portions of this article.

(b) All other development including all city- and government-owned property, school district property, etc. shall comply.

(c) Modifications to the standards of this article may be granted in writing within ten working days by the zoning administrator if any of the following circumstances exist on the proposed building site, or adjacent properties:

(1) Natural land characteristics, such as topography or existing vegetation on the proposed building site, would achieve the same intent of this article.

(2) Innovative buffering or architectural design is employed on the building site to achieve an equivalent screening or buffering effect.

The developer shall submit sufficient documentation in support of the request for modification to the zoning administrator a minimum of 60 days in advance of requesting issuance of a site development permit.

(Ord. No. 05-33, § I, 6-23-2005)

(d) Mitigation. Where circumstances pertaining to physical characteristics of a property make it impractical to meet buffer requirements the developer may submit a mitigation plan for tree committee approval that transfers required plantings to nearby public right-of-way,

MITIGATION PROVIDES FLEXIBILITY FOR TREE FUND TO PLANT TREES OFF-SITE, IN VICINITY, WHEN IMPRACTICAL TO MEET TREE REQUIREMENTS

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parkland, or strategically visible private property. Off-site planting shall provide a public benefit in the form of shaded sidewalks or streets and visual appeal.

Sec. 94-307~~9~~. – Required ~~S~~screening ~~required for trash areas, dumpsters and outdoor storage areas visible from any public street or residential uses and zones~~

Trash areas, dumpsters and outdoor storage areas visible from any public street or from residential uses and zones shall be screened with plants, opaque fencing, or masonry walls on three sides in such a manner as to provide a minimum of six feet, but no more than eight feet, of vertical visual obstruction. This section shall not apply to parcels zoned R-1AA, R-1A, R-1, and R-2.
(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-308~~10~~. - Variances

The ~~board of zoning appeals~~tree advisory committee may hear requests for variances from provisions of this article in accordance with the procedures set forth in division 2 of article II of chapter 94.
(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-309~~11~~. – Administration and enforcement

(a) *Administration.* In projects involving issuance of a building permit or certificate of occupancy, the ~~building official~~planning director shall receive an affidavit executed by the property owner or developer acknowledging the completion of, or commitment of completing by a certain date, the buffer installation prior to issuance of the certificate of occupancy.
In instances where the buffer installation has not taken place prior to issuance of the certificate of occupancy, then a performance bond or other acceptable surety in an amount equal to 110 percent of the value of the buffer, as determined by the ~~building official~~planning director, and its installation shall be posted with the building and zoning department. This performance bond or other acceptable surety shall remain in full effect until the required improvements are installed, inspected, and approved for release by the zoning administrator or his designee.

(b) *Appeals.* The ~~board of zoning appeals~~ tree advisory committee may ~~hear~~ approve requests for appeals ~~in accordance with the procedures set forth in section 94-65~~ of this chapter with findings that exceptions or alternative methods meet or exceed the intent of the specific regulation and the overall tree and landscape ordinance.

APPEALS PROCESS MORE SUITED FOR TREE COMMITTEE DUE TO ITS FOCUS ON TREE & LANDSCAPE ISSUES

(c) *Enforcement.* It shall be unlawful for any person to violate or fail to comply with any provision of this article. Violators shall be subject to the penalties as set forth herein. A violation of this article shall constitute a Class II offense as listed in the city's uniform fine schedule, with multiple violations carrying a fine not to exceed $500.00. Additionally, provisions of this article may be enforced by the code enforcement board following the procedures listed in article V of chapter 2 of the Municipal Code.
(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-310~~2~~. – Severability and conflict.

(a) *Severability.* This article, and its various parts, are hereby declared to severable. If any section, clause, provision, or portion of this article is declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this article as a whole. All parts not declared invalid or unconstitutional shall remain in full force and effect.

(b) *Conflict.* If any part of this article is found to be in conflict with any other ordinance or any other part of this article or chapter, the most restrictive or highest standard shall prevail. If any part of this article is explicitly prohibited by federal or state statute, it shall not be enforced.

(Ord. No. 05-33, § I, 6-23-2005)

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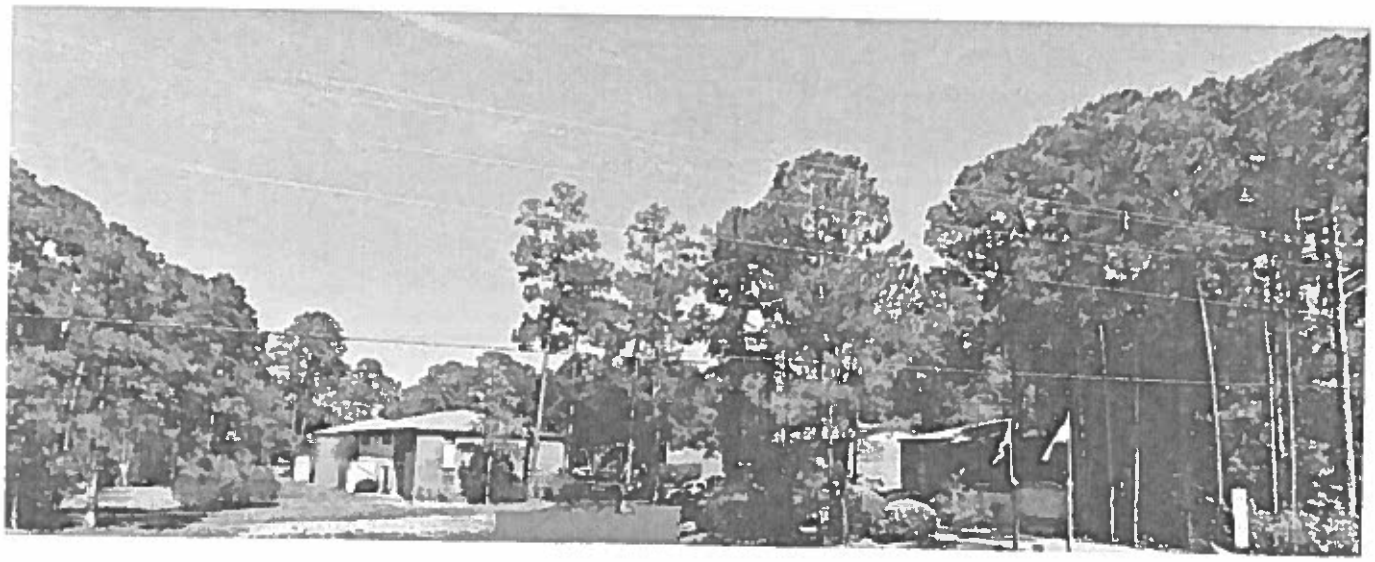
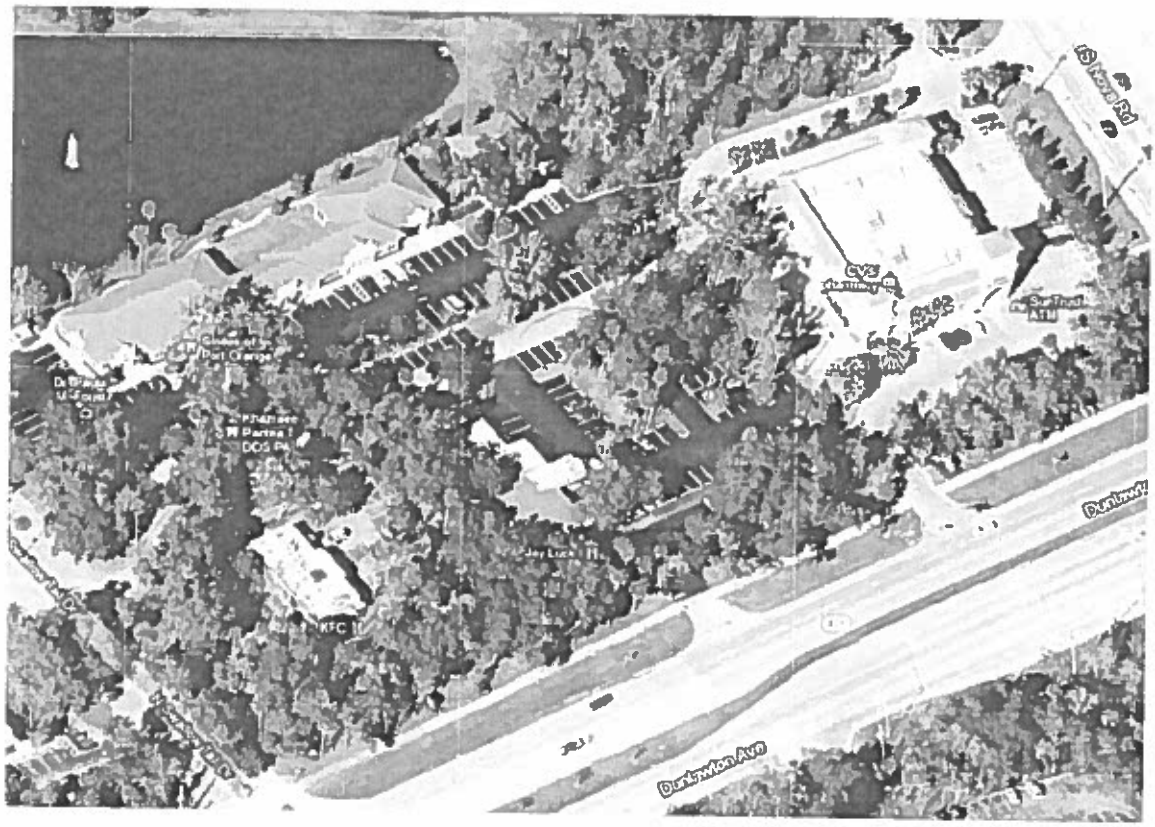
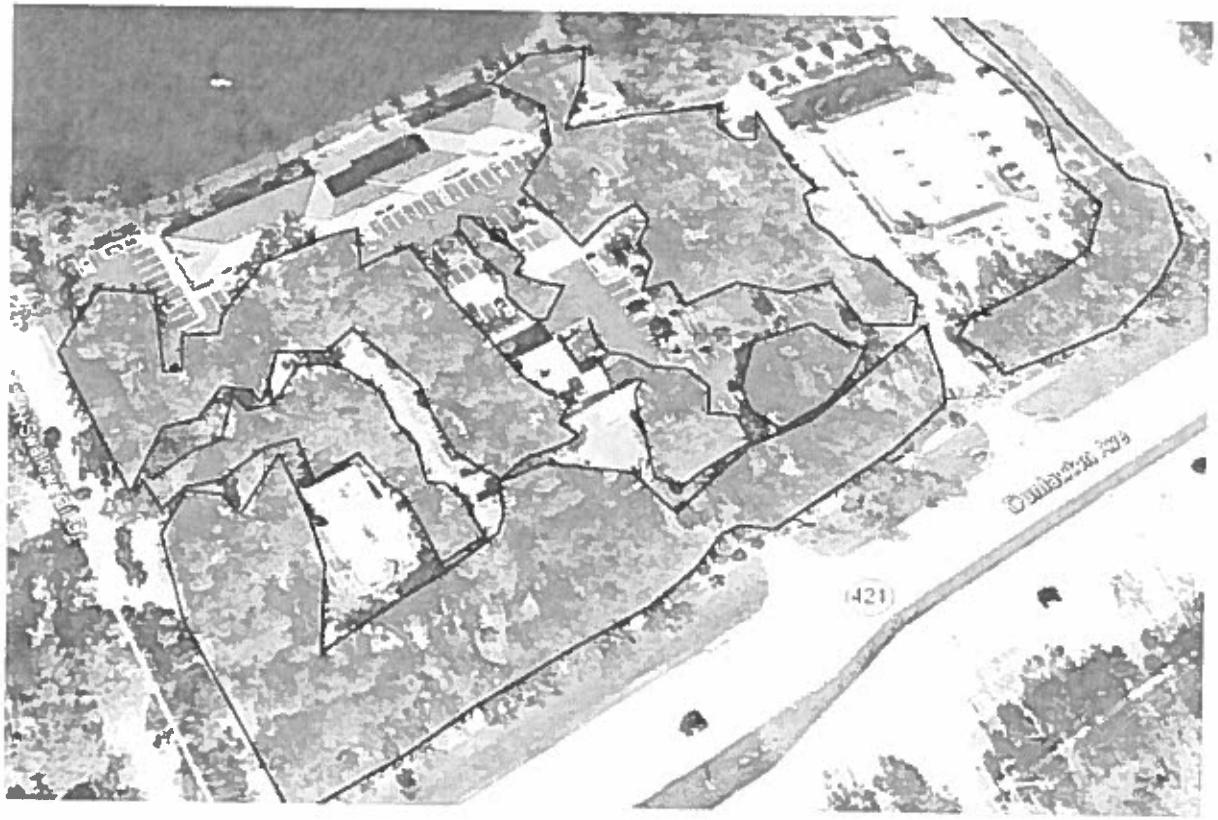
TREE PRESERVATION & PLANTING SCHEMATICS

BARRINGTON APTS., PALATKA: 34% SHADE COVERAGE



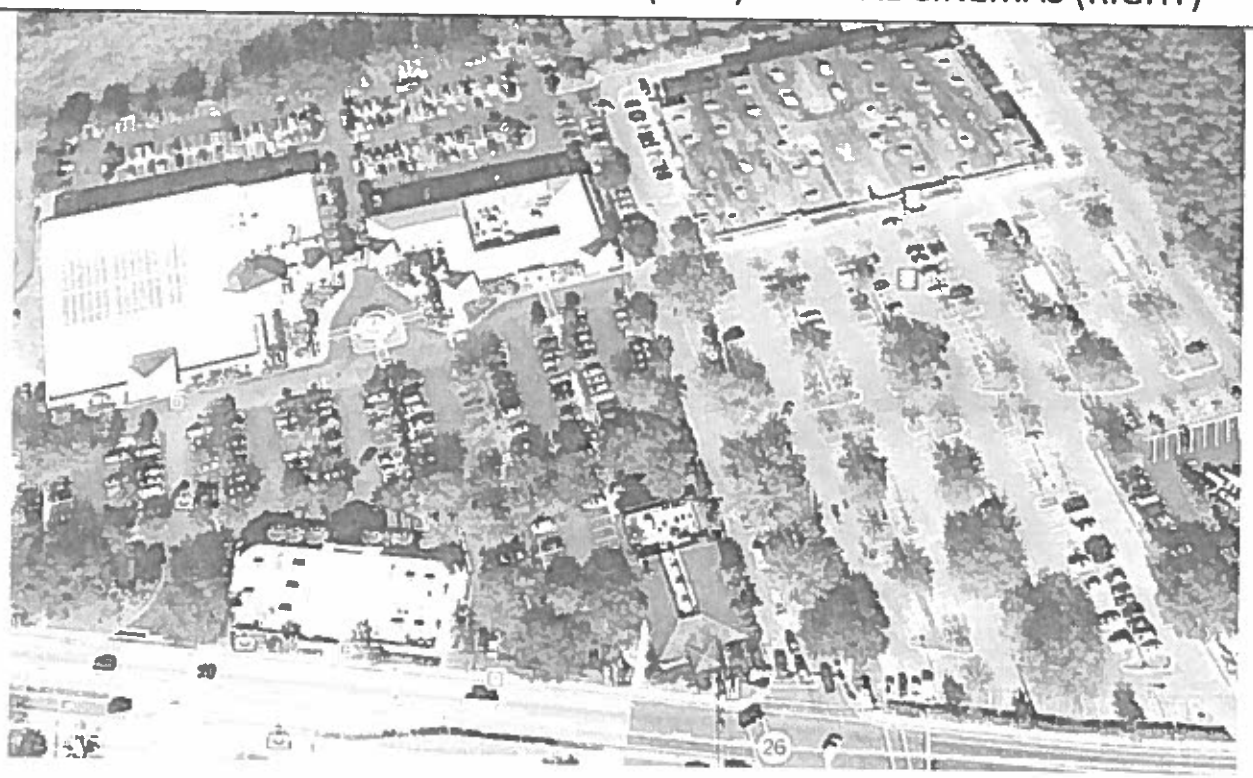
PORT ORANGE RETAIL (DUNLAWTON & NOVA RD): 44% SHADE COVERAGE-EMPHASIS ON STREETYARD



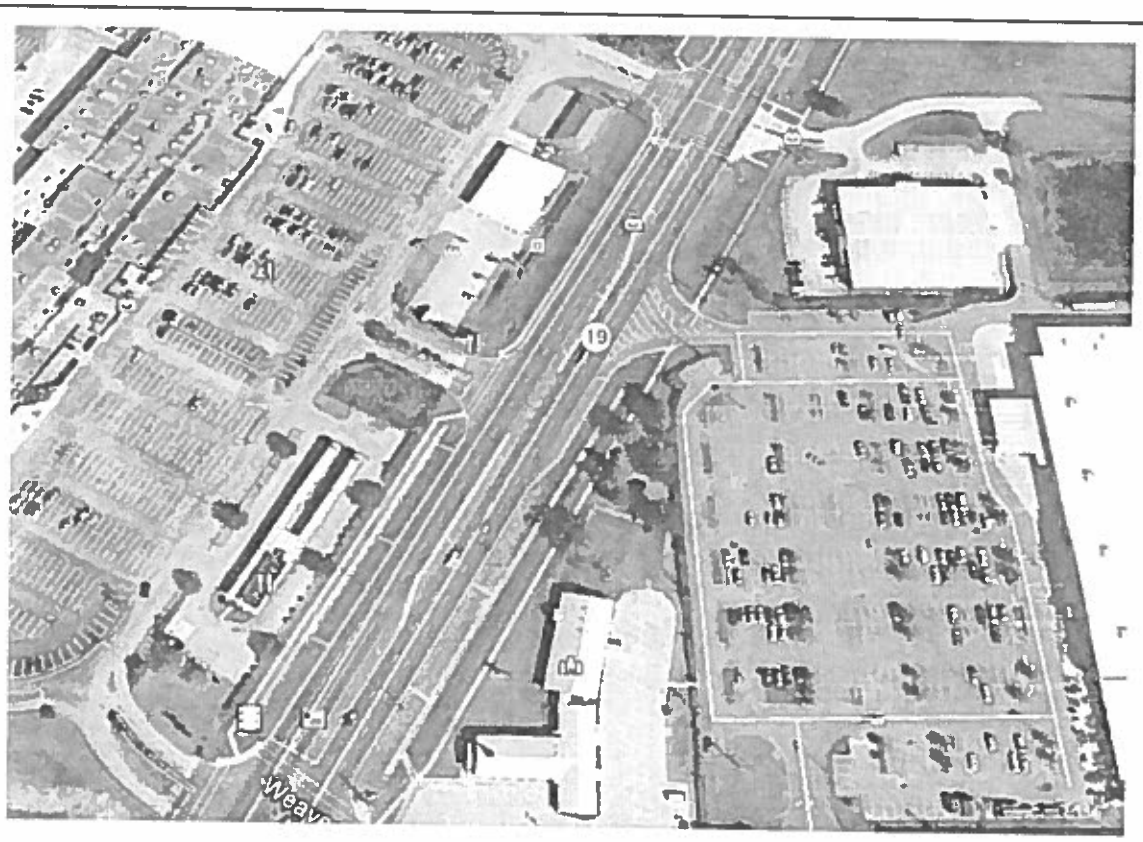


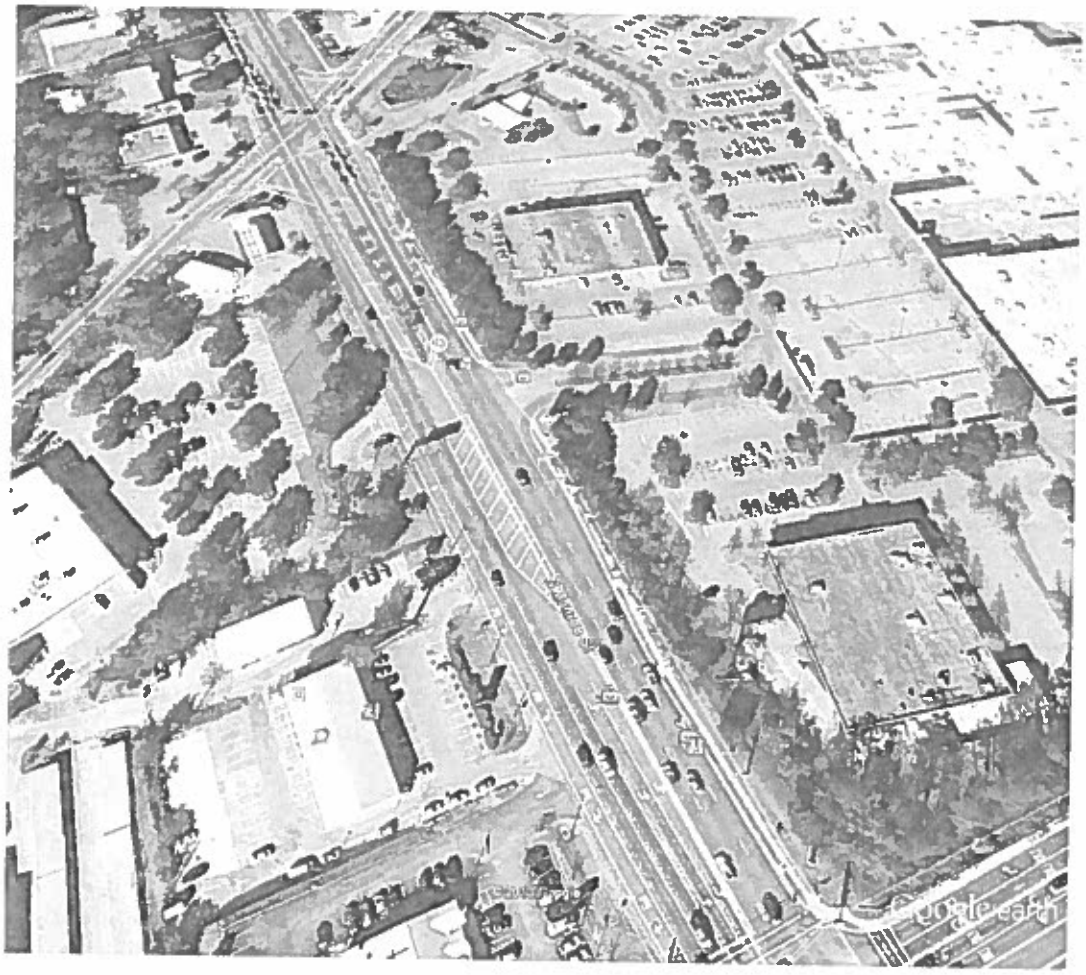
PORT ORANGE RETAIL DUNLAWTON (ABOVE) & NOVA RD (BELOW)

GAINESVILLE – GATOR'S DOCKSIDE (LEFT) & REGAL CINEMAS (RIGHT)



COMPARISON - PALATKA MALL & HOME DEPOT (ABOVE), NORTH MONROE ST. – TALLAHASSEE (BELOW)





BENEFITS OF TREES

BENEFITS OF TREES

Forest Service & National Institute of Standards study in Portland, OR – trees on or near a property increased sales value by up to $7,000

City of Milwaukee, with only a 16% canopy cover, calculated this reduced stormwater flow 22% and saved $15.4 million in city taxes not having to build additional stormwater ponds

Trees combat the greenhouse effect
Trees absorb CO_2, removing and storing the carbon while releasing the oxygen back into the air. In one year, an acre of mature trees absorbs the amount of CO_2 produced when you drive your car 26,000 miles.

Trees clean the air
Trees absorb odors and pollutant gases (nitrogen oxides, ammonia, sulfur dioxide and ozone) and filter particulates out of the air by trapping them on their leaves and bark.

Trees provide oxygen
In one year an acre of mature trees can provide enough oxygen for 18 people.

Trees cool the streets and the city
Average temperatures in Los Angeles have risen 6°F in the last 50 years as tree coverage has declined and the number of heat-absorbing roads and buildings has increased.
Trees cool the city by up to 10°F, by shading our homes and streets, breaking up urban "heat islands" and releasing water vapor into the air through their leaves.

Trees conserve energy
Three trees placed strategically around buildings can cut air conditioning needs by 30 percent (USDA Forest Service).

Trees save water
Shade from trees slows water evaporation from thirsty lawns. Most newly planted trees need only fifteen gallons of water a week. As trees transpire, they increase atmospheric moisture.

Trees help prevent water pollution
Trees reduce runoff by breaking rainfall thus allowing the water to flow down the trunk and into the earth below the tree. This prevents stormwater from carrying pollutants to waterbodies. When mulched, trees act like a sponge that filters this water naturally and uses it to recharge groundwater supplies.

Trees shield children from ultra-violet rays
Skin cancer is the most common form of cancer in the United States. Trees reduce UV-B exposure by about 50 percent, thus providing protection to children on school campuses and playgrounds - where children spend hours outdoors.

BENEFITS OF TREES

Trees heal
Studies have shown that patients with views of trees out their windows heal faster and with less complications. Children with ADHD show fewer symptoms when they have access to nature. Exposure to trees and nature aids concentration by reducing mental fatigue.

Trees reduce violence
Neighborhoods and homes that are barren have shown to have a greater incidence of violence in and out of the home than their greener counterparts. Tree-filled neighborhoods have lower levels of domestic violence, are safer and more sociable, reduce stress, and decrease need for medication & speed recovery times (American Association for the Advancement of Science).

Trees add unity
Trees as landmarks can give a neighborhood a new identity and encourage civic pride.

Trees provide a canopy and habitat for wildlife
Sycamore and oak are among the many urban species that provide excellent urban homes for birds, bees, possums and squirrels.

Trees block things
Trees can mask concrete walls or parking lots, and unsightly views. They muffle sound from nearby streets and freeways, and create an eye-soothing canopy of green. Trees absorb dust and wind and reduce glare.

Trees increase property values
The beauty of a well-planted property and its surrounding street and neighborhood can raise property values by as much as 15 percent. Ypsilanti MI – 3% property value increase for each tree added.

Trees increase business traffic
Studies show that the more trees and landscaping a business district has, the more business will flow in. A tree-lined street will also slow traffic – enough to allow the drivers to look at the store fronts instead of whizzing by.

Commercial areas with trees – more frequent shopping, longer shopping trips, shoppers spend 12% more for goods (2004 study by Center for Urban Forest Research, published in Journal of Forestry).

Place perception ratings for business areas

Perception category	No trees	With trees
Amenity and comfort	3.8	5.8
Merchant interaction	4.4	4.0

1=strongly disagree 2=neutral 7=strongly agree

BENEFITS OF TREES

Products pricing summary

Product category	No trees	With trees
Convenience	$5.93	$7.48
Shopping	$69.42	$92.22
Specialty	$63.96	$74.32

20% shade improves pavement condition by 11%, 60% savings for resurfacing in 30 years (Center for Urban Forest Research). "This study found a correlation between tree shade and better pavement performance. It also demonstrated the economic benefits of increased pavement durability and reduced maintenance costs associated with increased tree shade." (Journal of Arboriculture, November, 2005.)

30-year Repair Costs (Modesto, CA)

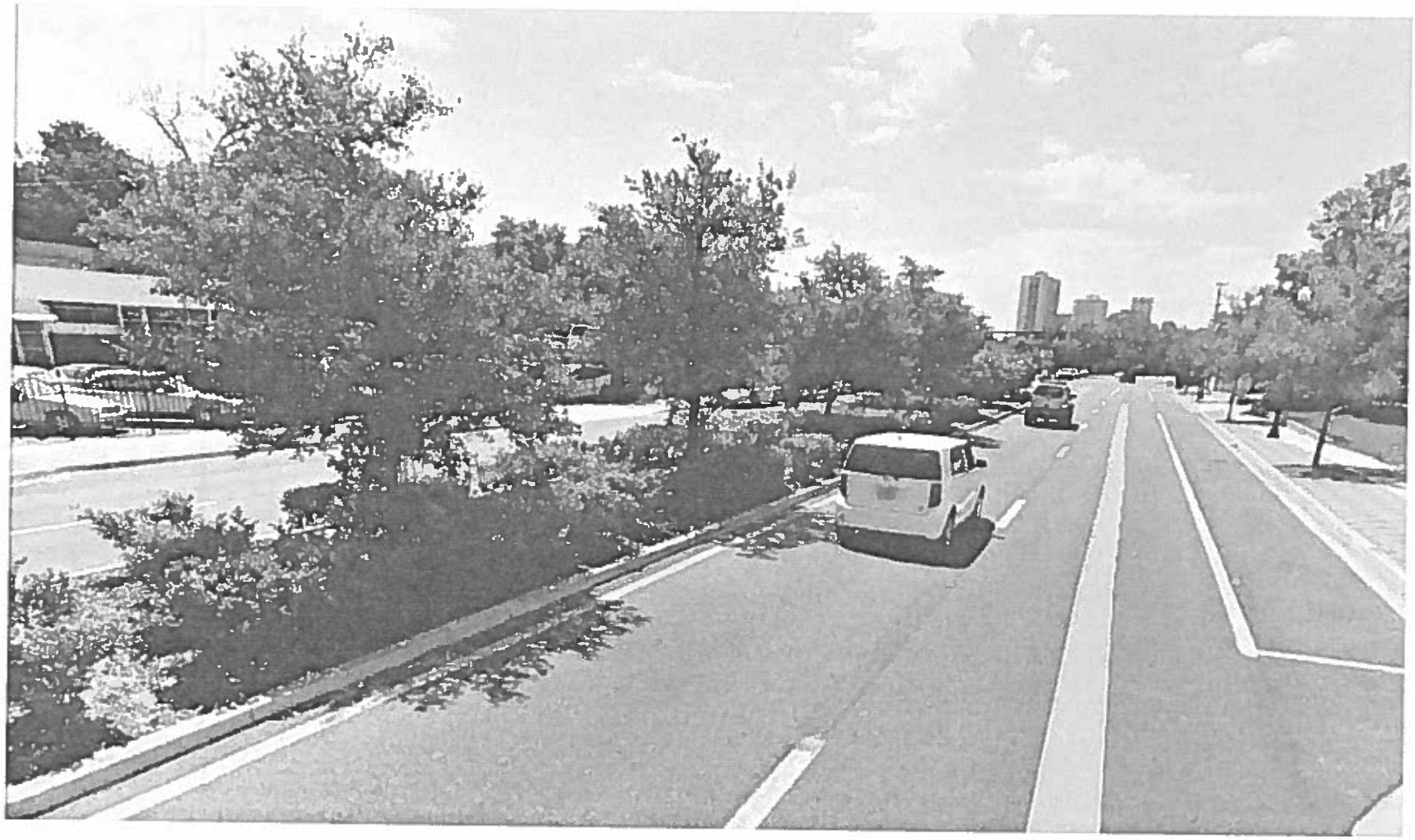
Pavement Scenario	Total Repair Costs
Unshaded	$4,971
Crape Myrtle shade	$4,142
Hackberry shade	$2,071

SCREENING OF PARKING LOTS

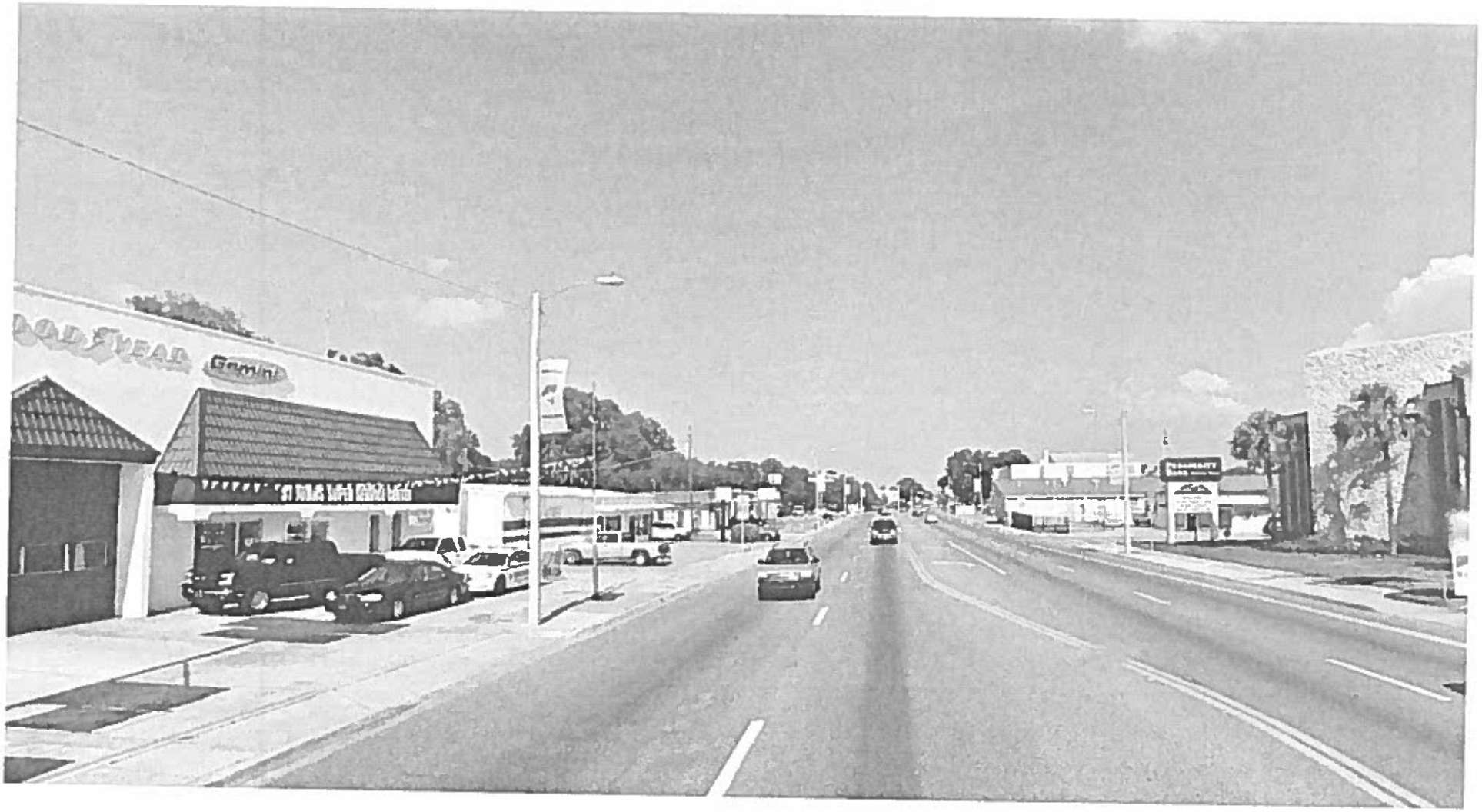
STREET TREES

SIDEWALK TREATMENT

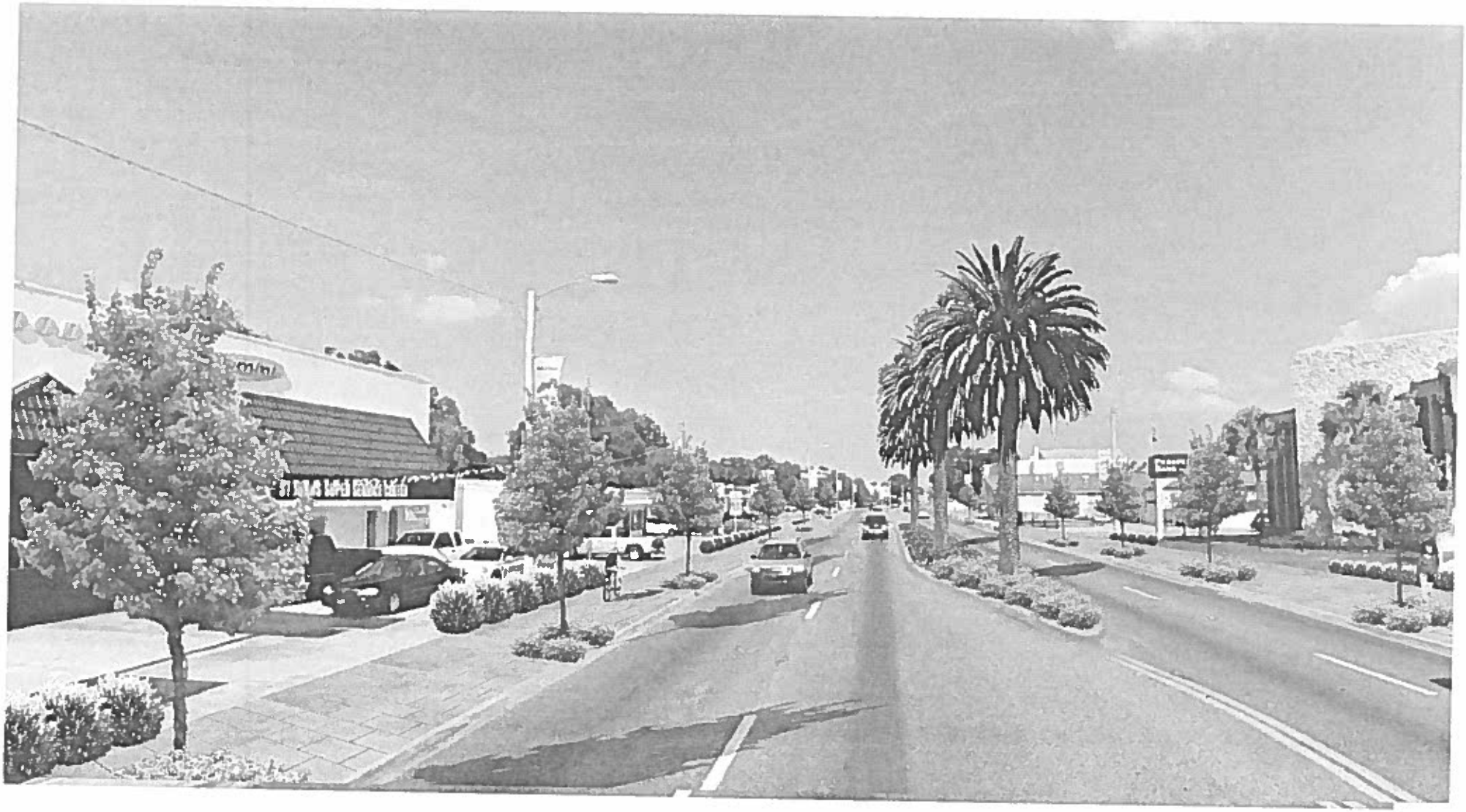
MEDIAN LANDSCAPING



CURRENT CONDITION



TRANSFORMATION!



Future Possibilities

CITY OF PALATKA
PLANNING BOARD MINUTES
September 3, 2013

The meeting was called to order by Chairman Carl Stewart at 4:00 pm. **Other members present:** Earl Wallace, Vice-Chairman Daniel Sheffield, Lavinia Moody, George DeLoach, Joe Petrucci and Judith Gooding. **Members absent:** Anthony Harwell and Joe Pickens. **Also present**: Planning Director Thad Crowe, Recording Secretary Pam Sprouse and City Attorney Don Holmes.

Motion was made by Mr. DeLoach and seconded by Ms. Gooding to approve the minutes for August 6, 2013 meeting. All present voted affirmative, motion carried.

OLD BUSINESS

Case 13-12; administrative request to amend the Municipal Code to revise various landscaping and tree protection standards as set forth in Zoning Code Chapter 94, Article VI and VII. (Tabled from the August Meeting)

Mr. Crowe explained that the proposed amendments were extensively reviewed over the past year. It started off with the realization that our code was deficient in a number of ways. A workshop with the City Commission was held to discuss some of the flaws. He added that the proposed ordinance amendment was compared to many other like kind communities and worked extensively with Jonathan Griffith, who has a degree in Landscape architecture. The current code exempts single family and two-family from tree preservation and there are a lot of wasted buffering requirements that mostly applies to new development of multi-family and commercial. Currently the code does not have any clear pruning standards for parking lots and buffer trees and has minimal parking lot landscape standards. The City is in need of a tree/landscape code that strategically accomplishes the goals of urban canopy restoration and buffering/screening of uncomplimentary uses (lower intensive next to higher intensive). One that maximizes limited resources and giving thought to zero scaping (for water conservation). He reviewed the proposed sliding scale for tree mitigation. He also reviewed the proposed buffering table from intensive commercial to lower impact uses or zonings. He added that if the site doesn't allow for landscaping, off-site mitigation would be allowed on nearby public rights-of-way. The tree committee will hear appeals or alternative methods of meaning ordinance intent. He said that this is a more affective, strategic and incremental approach that will help new and existing businesses come to life.

Mr. Petrucci asked why staff would remove the exemption for tree removal within ten feet of an existing or proposed building line, if there could be potential damage or keep development from happening.

Mr. Crowe advised that it is not that they can not be removed, they just have to account for the loss. When tree protection is considered, the existing trees on the site are looked at and all trees being removed. Based on what is being removed, a formula is applied and that will determine what has to be reserved or replaced. The goal is

to get people to take a look at what is on that site in terms of the value of the trees and quantify that as they will have to make up for the loss of those trees. He wanted to stress that this code revision provides for incremental progress to meet the landscape code for existing development and gave the example of Conditional Uses, as businesses come and go, we gain some improvement each time.

Mr. Wallace asked that some type of minimum standards be considered with regards to those commercial properties that annex into the City, either at the time of development or at the time of annexation. He added that there have been some previous annexations that have removed most or all of the trees while in the county and shortly thereafter annex into the city, seemingly to avoid tree protection.

Mr. Holmes advised that parameters would need to be put in place.

Mr. Crowe said that Staff would look into maintenance and standards for annexation and bring those items back under separate consideration.

Motion made by Mr. Sheffield and seconded by Ms. Moody to approve the text amendment as submitted and directed staff to forward additional direction to include an annexation and erosion provisions for consideration. All present voted affirmative. Motion carried.

NEW BUSINESS - None

OTHER BUSINESS

Request for recommendation to the City Commission to amend the City of Palatka Capital Improvement Plan (CIP) to include Florida Recreation Development and Acquisition program (FRDAP) items for the Riverfront Park. These items include the following:

- **Phase I:** Riverfront park nature based playground construction, Boating facilities and Exercise walk.
- **Phase II:** Riverfront Park Fountain/Splashpad

Mr. Crowe explained that the CIP is a component of the Capital Improvement Element of the City's Comprehensive Plan and is required under the Florida Statutes as part of the state-mandated comprehensive planning process. The CIP is a tool that helps the City to proactively plan for future capital needs, intended to identify public facility improvements needed to accommodate future City growth and redevelopment. Staff is proposing this CIP update to meet requirements of the Florida Recreational Development and Acquisition Program (FRDAP), which is funding two riverfront park projects.

Mr. Griffith said that the first phase project includes a nature-based playground, boating facilities (such as docks, launches, restrooms, etc.), and exercise walk. The second phase project is a fountain and splashpad. FRDAP requires that such improvements be included in the CIP with a reference to FRDAP funding. He added that in order to apply for these grant funds, the items must be added to the CIP and must be considered by a recreation committee which, in the case of Palatka, means the Palatka Planning Board. He said that it needs to be documented that the items are housed in the CIP within the Comprehensive Plan.

Ms. Gooding asked if additional benches could be put down by the riverfront. The CRA did budget some funds for site improvements, which can include benches.

Mr. Griffith said that the City is seeking additional funding to offset the City's match costs. FRDAP is looking for recreational type facilities.

Motion made by Mr. DeLoach and seconded by Ms. Gooding to recommend approval of the CIP amendment to the City Commission.

Mr. Crowe added that the Historic Preservation board will be meeting on Thursday and one of the cases is a request for demolition of the apartments on N. 3rd Street. Additionally, he advised that the appeal of the Planning Board's decision on July 2nd for the Church request at 211 St. Johns Ave. will be heard by the City Commission on September 12th, 2013.

With no other business, meeting adjourned at 6:40.

consideration or exploration on the layout of Phase 2. The layout of the current building is poor architecture. Mr. Taylor said before they gave up the retail space they had other, grander plans. They didn't arbitrarily consider expanding the building; they changed the footprint and interior to work out the best design. Mr. Harwell said it seems odd to him to butt a new building up against a poorly constructed, laid out existing building.

Motion made by Mr. DeLoach and seconded by Ms. Moody to approve the Conditional Use for First Baptist Church Expansion at 511 St. Johns Avenue subject to conditions stated in the staff report to include the amendments by Mr. Holmes (shown below). A vote resulted in four in favor, one opposed (by Mr. Harwell), with one recusal (by Mr. Douglas, who filed Form 8B with the Clerk) motion carried.

1. Approval of the site plan shall be valid for a period not to exceed ten years after the approval of this application.
2. The 60 x 65 foot strip of land along St. Johns Avenue as shown on the site plan shall be designated and restricted to retail use with the stipulation that the applicant can continue to use the parcel for non-retail use for a period of four years, with the ability to apply to the Planning Board at the expiration of said four years for a two-year extension.
3. The Board shall relegate the responsibility of design review for the proposed building to the Historic Preservation Board.
4. Planting strips or potted plants shall be provided along the south and east walls of the new Phase 2 building.
5. The Conditional Use runs with the land.

With consensus of the Board, Vice-Chairman Pickens called a recess at 6:40 p.m.

Vice-Chairman Pickens reconvened the January 7, 2014 meeting of the Palatka Planning Board at 6:45 p.m.

Old Business:

Case 13-50: Administrative request to amend Municipal Code Sec. 94-295 Landscaping and Tree Protection (General landscape requirements) to provide standards for fencing; and amend Buffering and Screening Code Section 94-303 regarding landscape buffers applicable to conditional uses.

Mr. Crowe explained at the direction of the City Commission there will still be a public workshop on these ordinances in the spring. He added that another look at these codes revealed that there is a need for additional standards regarding an important component of landscaping, which is fencing. Also Staff has some concerns about the lack of applicable conditional use buffers, there are a lot of conditional uses and the intent was to incrementally bring properties associated with conditional uses up to the landscape code as new businesses come in, a slow process but the intent was to also have them work on the parking lot landscape and roadway buffers which might be one street tree, one parking lot tree at a time. The proposed amendment speaks to the fence changes and buffering, with the intent to improve the appearance of and beautify the commercial corridors, as directed by the Comprehensive Plan.

Ms. Moody asked how existing fences would be considered. Mr. Crowe advised that these are what are known as nonconforming characteristics of use, which can go on indefinitely.

Mr. Harwell asked if there was some provision for the owner to apply for a variance for any of these standards. Mr. Crowe advised that staff would make the interpretation, and an owner could then either apply for a code change or appeal staff decision to the Zoning Board of Appeals or the Planning Board. There are provisions for maintenance of existing fences that require that fences be maintained in an orderly fashion.

Motion made by George Deloach and seconded by Anthony Harwell to approve staff's recommendations for case 13-50 as presented. All present voted affirmative, motion carried.

ADJOURNMENT – There being no further business to discuss, the meeting was adjourned at 6:55 p.m. upon a motion by Mr. DeLoach, seconded by Mr. Harwell. All present voted affirmative, motion carried.

Agenda Item

10

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
ORDINANCE amending the Police Officer's Pension Plan Chapter 185 "Extra Multiplier" for FY 2013 and 2014, and adding an option to earned a fixed interest rate earned on payments made into the DROP - 1st Reading

SUMMARY:
First, this ordinance amends Section 2-250.185(b) of the Code of Ordinances which revises the extra benefits multiplier for the Police Officer Pension Benefit Group for the fiscal years beginning 10/1/13 and 10/1/14, setting the "extra benefit" multiplier at 0.61 and 0.66, respectively. This extra benefit is funded by Chapter 185 money received from the State each year and is in addition to the 2.50% base multiplier. This brings the multiplier in the Code in line with the actuarial reports compiled by Foster & Foster, as calculated and recommended by Patrick Donlan, Plan Actuary, and as presented and accepted by the Police Officers' Pension Board on 3/18/14.

Second, this Ordinance amends the Police Officers' Pension DROP provisions to allow a member entering the DROP plan to choose to either earn interest on the money deposited in the DROP plan according to whatever interest the Plan earns for each fiscal year (to "float with the Plan"), or to earn a fixed rate of interest at 6.5% per year for each year that the funds are deposited into the DROP plan. Attached to this summary are the minutes of the discussion and actions taken by the Police Pension Board on 12/3/13 and 3/18/14 respectively.

RECOMMENDED ACTION:
Pass on first reading an ordinance amending the Police Officers' Pension Plan to adjust the extra Chapter 185 multiplier for FY 2013 and 2014, and to add an option to allow members entering the DROP plan to choose a fixed interest rate of 6.5% for the earnings on money deposited into the DROP plan.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Police Pension Board Minutes	Backup Material
Letter of No Impact	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	8/29/2014 - 4:22 PM
City Clerk	Driggers, Betsy	Approved	8/29/2014 - 4:22 PM
City Manager	Czymbor, Michael	Approved	9/2/2014 - 11:00 AM
Finance	Reynolds, Matt	Approved	9/3/2014 - 12:09 PM
City Clerk	Driggers, Betsy	Approved	9/3/2014 - 12:23 PM

This instrument prepared by:
Betsy J. Driggers
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 14 -

Entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BY REVISING SECTION 2-250.185(b), POLICE OFFICER BENEFIT GROUP PENSION AMOUNT FORMULA; AND SECTION 2250-371(b)(2), AMOUNTS PAYABLE UPON ELECTION TO PARTICIPATE IN DROP TO PROVIDE AN OPTION TO EARN A FLAT RATE OF INTEREST ON PAYMENTS MADE INTO THE DROP; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

SECTION 1: That the Code of Ordinances of the City of Palatka, Florida be amended by revising the following Sections/subsections of ***Chapter 2, Division 7, Police Officers' Retirement Plan,*** to read as follows:

Section 2-250.185(b): The police officer benefit group pension amount formula is as follows:

(1) Two and fifty One-Hundredths Percent (2.50%) of final average compensation multiplied by credited service.

(2) A F.S. ch. 185 percent of final average compensation multiplied by credited service, if the individual retires pursuant to Section 2-250.175. The F.S. ch. 185 percent shall be the percent which can be actuarially funded by the monies received pursuant to F.S. ch. 185 after deducting the actuarial cost of any earlier retirement opportunity provided in Section 2-250.175 to members of the police officers' retirement plan as compared to members of the general benefit group. The percent shall be redetermined annually following completion of the annual actuarial valuation and the redetermined amount shall become effective the first day of October following the redermination. The redetermined percent shall be applied prospectively to retired members and beneficiaries of deceased retired members.

The percent effective October 1, 2013 has been redetermined to be sixty-one and zero-hundredths (0.61) percent. The percent effective October 1, 2014 has been redetermined to be sixty-six and zero-hundredths (0.66) percent.

Section 2-250.371(b)(2): *Amounts Payable upon Election to Participate in DROP*

(b)(2) Effective October 1, 2013, members entering the DROP may choose one of the following two methods of earning interest on payments made into the DROP:

(a) Payments to the DROP will earn interest using the rate of investment return earned on pension fund assets during the 12 month period ending September 30. The rate determined shall be the rate as reported by the fund's investment monitor; or

(b) Payments to the DROP will earn interest at an annual rate of six point five percent (6.5%);

If a police officer does not terminate employment at the end of participation in the DROP, interest credits shall cease on the current balance and on all future DROP deposits

SECTION 2: That all other sections and subsections of Section 2-250-371. *Deferred retirement option plan (DROP)*, shall be and remain the same.

SECTION 3: That 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 4: This ordinance shall become effective immediately upon its final passage by the City Commission of the City of Palatka, Florida.

SECTION 5: 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.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 25th day of September, 2014.

CITY OF PALATKA

By:_____

Its MAYOR

ATTEST:

_____

CITY CLERK

Police Officers' Pension Board Minutes – December 13, 2013

DROP PARTICIPANT INTEREST EARNINGS – Assistant Chief Griffith said a few years ago they were looking at cost savings for the City, and instead of adopting a fixed rate of return for DROP plan participants, their interest earned now fluctuates with the Plan's earnings. The General Plan was amended to provide the participant with an option to choose either the fluctuating interest rate option, wherein the participant earns or loses whatever the Plan earns or loses, or choose a 6.5% fixed interest rate of return. Mrs. Williams said when the actuary did the study for the General Fund, he said if the 6.5% was chosen it wouldn't affect the Plan because the Plan does better on some years and worse on others. Assistant Chief Griffith said he'd like the Board to consider amending the Police Plan to provide the same option to DROP plan participants. Discussion ensued on asking the Plan Actuary to provide an actuarial evaluation on such an amendment at the March 17 meeting, when he will be here to present the Actuarial Evaluation for the Plan year ending 9/30/13. Sgt. Reinhold said considering they've only had one person enter the DROP, there shouldn't be a big cost to this. Assistant Chief Griffith moved to order an actuarial evaluation on a Plan amendment to provide DROP participants an option to choose to earn a fluctuating interest rate, which floats with the Plan's earnings or losses, or to earn a fixed 6.5% rate of return no matter the Plan's earnings. Mr. Myers seconded the motion, which passed unopposed.

Police Officers' Pension Board Minutes – March 18, 2014

DROP PARTICIPANTS INTEREST EARNINGS – Assistant Chief James Griffith said at the December 3rd meeting they'd asked Mrs. Williams to get a recommendation from the Actuary on setting a guaranteed rate of 6.5% on DROP earnings. Patrick Donlan, Actuary, said most of the 100 plans they work with that have a DROP component have a fixed interest rate on earnings. 6.5% is the most common fixed interest rate. There is also an option of the participant choosing a fluctuating interest rate which floats according to actual interest earned. They have to choose one option or the other upon entering the DROP. They assume the Fund will earn 8%. If they pay DROP people 6.5%, the fund comes out ahead. They will write a Letter of No Impact if the change is anticipated. Most funds have that choice. After discussion, Assistant Chief Griffith moved to send an ordinance to the City Commission proposing an amendment to the Police Officers' Pension Plan amending the Plan to provide a choice of interest rate options retroactive to October 1, 2013. Sgt. Reinhold seconded the motion, which passed unopposed.

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

September 5, 2014

Ms. Ruby Williams, Plan Administrator
Palatka Police Pension Fund
201 North 2nd Street
Palatka, FL 32177

Re: Palatka Police Officers' Retirement Plan
Plan Document

Dear Ruby:

This letter is to inform you that we have reviewed the enclosed proposed ordinance and have determined that the proposed changes would have no impact on the assumptions used in determining the funding requirements of the program.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Ms. Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan

Enclosure

Cc (with enclosure): Bonni S. Jensen, Board Attorney

13420 Parker Commons Blvd., Suite 104 Fort Myers, FL 33912 · (239) 433-5500 · Fax (239) 481-0634 · www.foster-foster.com

Agenda Item

11

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
ORDINANCE amending the General Employees' Retirement Plan to clarify that vested former General employees who separated employment prior to October 1, 2013 would remain eligible to begin collecting earned retirement benefits at age 50 - 1st Reading

SUMMARY:
This is first reading of a ordinance that amends the General Employees' Pension Plan to clarify that any vested employee who separated employment from the City prior to October 1, 2013, but had not yet reached age 50, to be able to begin collecting normal retirement benefits at age 50. This affects only one former vested employee who was eligible to collect at age 50 upon separation of employment from the City, but had not yet reached age 50 when the ordinance was changed to raise the minimum retirement age to 55.

This matter was brought before the General Pension Board and a legal opinion on the matter was sought. It was determined that the provisions of the ordinance that were in effect on the date of the employee's separation from the City are the provision that would apply to his retirement. The City could not take away benefits that had already been earned. At the time the vested employee separated from the City, the retirement age was 50 and the employee had received a written confirmation that his benefits would begin when he attained age 50.

RECOMMENDED ACTION:
Pass on first reading an ordinance amending the General Employees Retirement Plan to clarify that vested former General employees who separated employment prior to October 1, 2013 would remain eligible to begin collecting retirement benefits at age 50.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
General Pension Board minutes	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	8/29/2014 - 5:15 PM
City Clerk	Driggers, Betsy	Approved	8/29/2014 - 5:15 PM
City Manager	Czymbor, Michael	Approved	9/2/2014 - 10:56 AM
Finance	Reynolds, Matt	Approved	9/3/2014 - 12:09 PM
City Clerk	Driggers, Betsy	Approved	9/3/2014 - 12:23 PM

An excerpt of the proceedings of regular meeting of the Palatka General Employees' Pension Board held on the 18th day of March, 2014:

LEGAL OPINION ON RETIREMENT AGE for former vested employees and effective date of retirement for employees reaching age 50 before September 30, 2014 - Mr. Czymbor said an opinion was rendered by Robert D. Klausner of Klausner, Kaufmen, Jensen & Levinson, Plan Counsel, regarding a former vested member's request for a legal opinion on the affect of benefit changes for former vested employees. A copy was provided to Elwin 'Woody' Boynton, the former employee making the request (filed). Mr. Boynton thanked the Board for their consideration. Mr. Czymbor said the first question addressed in the Opinion was whether provisions of the ordinance raising the retirement age from 50 to 55 apply to a former vested employee who separated prior to the effective date of the Ordinance. The answer was no. The second opinion given in the letter regarded the grace period which expires on September 30, 2014. The opinion stated that since the ordinance was not effective until September 30, 2014, it has no legal effect on any member who had achieved "retirement status" prior to that date, including the survivor benefit. The ordinance in effect when an employee reaches "retirement status" is the one that applies.

This instrument prepared by:
Betsy J. Driggers
201 N. 2nd Street
Palatka FL 3217

ORDINANCE NO. 14

entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BY AMENDING Ch 2, DIV 4, THE CITY OF PALATKA GENERAL EMPLOYEES RETIREMENT PLAN; AMENDING SECTION 2-168 (b), NORMAL RETIREMENT CONDITIONS, BENEFIT GROUP GENERAL TO ALLOW VESTED MEMBERS WHO HAD NOT ATTAINED AGE 50 AND HAD SEPARATED EMPLOYMENT PRIOR TO OCTOBER 1, 2013 TO RECEIVE RETIREMENT BENEFITS AT AGE 50; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1. That **Section 2-168,** ***Normal retirement conditions*****, subsection (b)** of the Code of Ordinances shall be amended to read as follows:

(a) Members of the ***Benefit Group General*** are eligible for normal service retirement when the member has attained age 55 or older and has seven or more years of credited service, or the individual has 30 or more years of credited service without regard to age. Employees who are members of the retirement plan as of October 1, 2013 who will attain age 50 by September 30, 2014, and former members who separated employment prior to October 1, 2013 and who have qualified for and are eligible for payments under normal retirement service and will attain age 50 after October 1, 2013, shall not be subject to the 2013 amended requirement that members attain age 55 (with at least seven years of credited service), in order to qualify for normal retirement, and will begin receiving payments at age 50.

All other parts of Sec. 2-168 shall remain the same.

Section 2. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 5. 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.

Section 6. This Ordinance shall become effective upon its final passage by the City Commission of the City of Palatka.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida on second reading this 10th day of October, 2013.

CITY OF PALATKA

By:_____
Its MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND CONTENT:

_____
CITY ATTORNEY

Agenda Item

12

CITY of Palatka
FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
ORDINANCE amending Appendix "A," Fee Schedule of the Code of Ordinances, for Animals, Parks, Garbage Collection, Vehicles for Hire, Planning and Zoning Actions - 1st Reading

SUMMARY:
This is the first reading of an ordinance amending the Fee Schedule of the Code of Ordinances. This ordinance will add or update fees related to Animals and Vehicles for Hire (PD), Park facility rentals, Planning and Zoning actions (B&Z) and garbage collection (Utilities).

The fee for redemption of unvaccinated animals has been increased. Taxi permit fees have been adjusted. Fees have been adjusted or added to the Parks Rental Facilities to more realistically reflect daily and weekly rental rates and deposits for Booker Park and for reservation of park gazebos. The current commercial garbage rate tipping fees have been added to the commercial garbage collection rate. These tipping fees are currently being charged to all non-residential customers in addition to the current garbage collection rate shown in the fee schedule, however the tipping fee was not included in the fee schedule in the past. Planning and Zoning action fees have been added to reflect recent Code revisions for Certificates of Appropriateness, alcohol permits and outdoor sales administrative review.

Second reading is scheduled for September 25. The fees will be take affect 10/1/14.

RECOMMENDED ACTION:
Pass on 1st reading an ordinance amending Appendix "A," Fee Schedule, of the Code of Ordinances of the City of Palatka

ATTACHMENTS:

Description	Type
Ordinance revising Aopendix A, Fee Schedule	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 4:09 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 4:09 PM
City Manager	Czymbor, Michael	Approved	8/27/2014 - 4:54 PM
Finance	Reynolds, Matt	Approved	8/28/2014 - 1:29 PM
City Clerk	Driggers, Betsy	Approved	8/29/2014 - 3:02 PM

ORDINANCE NO. 14 –

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING APPENDIX A (FEE SCHEDULE) OF THE MUNICIPAL CODE OF THE CITY OF PALATKA AS IT PERTAINS TO FEES AND OTHER CHARGES RELATING TO: ANIMALS; PARKS & RECREATION SPECIAL PERMIT FEES; VEHICLES FOR HIRE; GARBAGE COLLECTION RATES; AND FEE SCHEDULE FOR ZONING ACTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2014.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section I. That Appendix "A" to Section 14-97 of Chapter 14, Animals, of the Code of Ordinances of the City of Palatka, Florida, is hereby amended to read as follows:

Sec. 14-97. Deposit for redemption of unvaccinated animal . . . . . ~~$10.00~~ 30.00

Section II. That all other provisions of Appendix "A" to Chapter 14 be and hereby remain the same.

Section III. That Appendix "A" Fee Schedule is hereby amended to add fees associated with Chapter 10, Alcoholic Beverages, as follows:

Sec. 10-1. ***Alcoholic Beverages, Scope and Applicability***

a. Alcohol beverage license administrative review fee: $50.00

Section IV. That Section 50-150 to Appendix "A" to Chapter 50, Parks, of the Code of Ordinances of the City of Palatka, Florida, is hereby amended to read as follows:

Sec. 50-150. ***Special Permits – Fees***

a. Park Permits – See Sec. 50-281, Special Events Schedule of Fees
b. Rentals (all rental fees include tax)
   i. Booker Park (Hours of Operation ~~6:00~~ 8:00 a.m. to ~~8:00~~ 6.00 p.m.)**
      1. ~~4 hours~~ weekday..... ~~$80.25~~ $32.10*
      2. ~~8 hours~~ weekend..... ~~160.50~~ $53.50*
      3. Weekly.....$74.90*
   ii. Price Martin Community Center
      (Hours of Operation 6:00 a.m. - 11:00 p.m.)**
      1. 4 Hours without Kitchen $160.50*
      2. 4 Hours with Kitchen $214.00*
      3. 8 Hours without Kitchen $240.75*
      4. 8 Hours with Kitchen $294.25*
   iii. Bronson House (Hours of Operation 6:00 a.m. - 11:00 p.m.)***
      1. Entire day (includes kitchen) $374.50*
      2. Per hour without kitchen $ 80.25*
      3. Per hour with kitchen $107.00*
   iv. Park Gazebo Rental Only
      (hours of facility rental operation 8:00 a.m. to 6:00 p.m.)*
      1. Weekday..... $21.40
      2. Weekend day..... $37.45

*~~Includes tax~~ Requires $50.00 deposit
**Requires $100.00 deposit

***Requires $500.00 deposit

The City of Palatka reserves the right upon review to require the presence of one or more Police Officers at a cost of $23.00 an hour per officer during any event.

Section V. That all other provisions of Appendix "A" to Chapter 50 be and hereby remain the same.

Section VI. That Appendix "A" Fee Schedule shall be revised to add fees associated with Chapter 54, Planning, as follows:

Sec. 54-78. ***Historic Districts.***

(a) Historic district certificate of appropriateness: $80.00
(b) Historic district certificate of appropriateness (after the fact): $120.00
(c) Historic district certificate of appropriateness (administrative review): $40.00
(d) Historic district creation/expansion: no fee

Section VII. That Section 66-9(b) of Appendix "A" to Chapter 66 of the Code of Ordinances of the City of Palatka, Florida, is hereby amended to read as follows:

Sec. 66-9. ***Garbage collection rates.***

(a) For each residence, apartment or other single-family dwelling unit: . . . $13.20
(b) For each commercial enterprise or business establishment and any building or occupancy other than single-family ..... ~~$2.10~~ 3.41 per cubic yard per pickup

Section VIII. That all other parts and provisions of Appendix A to Chapter 66 shall be and hereby remain the same.

Section IX. That Appendix "A" to Chapter 90, Vehicles for Hire, is hereby amended to read as follows:

Chapter 90. Vehicles for Hire.

Sec.90-30, Application fee for taxicab company permit: ~~$30.00~~ $15.00 annually

Sec. 90-72. Application fee for Taxicab Driver's Permit $15.00 bi-annually

Section X. That Appendix "A" to Chapter 94, Zoning, of the Code of Ordinances of the City of Palatka, Florida, is hereby amended to read as follows:

Sec. 94-39. ***Fee schedule for zoning actions.***

(a) Annexation: $600.00, 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: $750.00
(c) Large scale amendment: $1,600.00
(d) Conditional use and variance: $300.00 (residential), and $450.00 (nonresidential)
~~(e) Historic district certificate of appropriateness: $80.00~~
~~(f) Historic district certificate of appropriateness (after the fact): $120.00~~
~~(g) Historic district certificate of appropriateness (administrative review): $40.00~~
~~(h) Historic district creation/expansion: no fee~~
(~~i~~ e) Outdoor sales administrative review: $100.00
(~~h~~ f) Rezoning: $700.00
(~~i~~ g) Rezoning with a concurrent small-scale future land use map amendment: $1,250.00

(~~j~~ h) Rezoning with a concurrent large-scale future land use map amendment: $2,300.00
(~~k~~ i) Rezoning, Planned Unit Development: $850.00
(~~l~~ j) Rezoning, Planned Unit Development minor modification: $250.00
(~~m~~ k) Rezoning, Planned Unit Development major modification: $600.00
(~~n~~ l) Fee for site clearing and/or tree removal/relocation permit: $100.00
~~(o) Alcohol beverage license: $50.00~~
(~~p~~ m) Appeal of staff decision: $300.00
(~~q~~ n) Concurrency certification: $150.00, plus cost of traffic study if necessary
(~~r~~ o) Mobile food vendor: $100.00
(~~s~~ p) Site plan review (conceptual): $250.00
(~~t~~ q) Site plan review (other): $500.00
(~~u~~ r) Variance (residential): $450.00
(~~v~~ s) Variance (nonresidential): $550.00
(~~w~~ t) Variance (after the fact): $750.00
(~~x~~ u) Zoning/Municipal Code text change: $450.00
(~~y~~ v) Zoning letter: $50.00

Section XI. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section XII. That 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 XIII. 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.

Section XIV. This Ordinance shall become effective as of October 1, 2014.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on second reading this 25th day of September, 2014.

CITY OF PALATKA

By:_____
Its Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

Agenda Item

13

CITY of Palatka
FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
ORDINANCE amending the Palatka Code of Ordinances, Chapter 2, Article V, Division 2, Section 2-311 through 2-315 entitled Enforcement of Codes and Ordinances to establish uniform civil penalties for Code violations and to designate the Code Enforcement Board as the judiciary body to hear code violations and appeals - 1st Reading

SUMMARY:
In January 2013, the Palatka Police Department was tasked with transitioning the City's Code Enforcement function to the Palatka Police Department. One of the steps taken during the transition has been the review of applicable City of Palatka ordinances to determine if any changes to the ordinances needed to be made to make code enforcement more effective and efficient.

As part of the review process, Chapter 2, Article V, Division 2, Section 2-311 through 2-315 was reviewed. Currently this ordinance authorizes the code enforcement officers to issue citations for code violations and contained the Uniform Fine Schedule. It also provides for the violations to be adjudicated through the county court of Putnam County. Any person wishing to appeal a citation would have to schedule a hearing in county court; the more efficient system would be to defer these cases to the city's Code Enforcement Board in lieu of county court.

Other sections of the Code relative to code enforcement have been revised to utilize the Code Enforcement Board as the judiciary body to hear cases on code violations and to decide on appeals. This was determined to be a legally acceptable form of due process and a much more efficient process as opposed to using the county court.

It was determined that the language in the ordinance should be revised so that the penalties listed are referred to as civil penalties as opposed to fines.

A review of the listed fines/civil penalties revealed that the fines were inappropriate for a number of violations. The fine/civil penalty amounts were reviewed by staff of the Building and Zoning Office and the Police Department. Suggested changes are included. The administrative cost for taking a code case before the Code Enforcement Board was also determined to be inadequate.

It is recommended that the City of Palatka adopt the revisions to this ordinance as it will give the Code Enforcement Board authority to hear cases and appeals in reference to code violations as well as provide for increased administrative costs for appearing before the Code Enforcement Board. It will also change the title from Uniform Fine Schedule to Uniform Civil Penalty Schedule and lists changes for a number of fines.

RECOMMENDED ACTION:
Pass on first reading an ordinance amending Palatka Municipal Code, Chapter 2 Article V, Division 2, Sections 2-311 through 2-315 entitled Enforcement of Codes and Ordinances.

ATTACHMENTS:

Description	Type

ORDINANCE NO 14-

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA TO REVISE CHAPTER 2, ARTICLE V, DIVISION II ENFORCEMENT OF CODES AND ORDINANCES, BY AMENDING ARTICLE V, SECTION 2-314, ENFORCEMENT; SECTION 2-315, VIOLATIONS PROCEDURE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, code violations are enforced by the City of Palatka through its' Code Enforcement Officer and the Code Enforcement Board; and

WHEREAS, the City of Palatka wishes to revise the language of the ordinance to refer to fines as civil penalties; and

WHEREAS, the City of Palatka wishes to establish uniform civil penalties for violations of City of Palatka code; and

WHEREAS, this Ordinance amends and replaces Chapter 2, Article V, Division 2, Sections 2-311 through 2-315 of the Palatka Municipal Code of Ordinances, entitled Enforcement of Codes and Ordinances.

NOW, THEREFORE, BY IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:

Section 1. That Chapter 2, Article V, entitled Code Enforcement Board, is hereby restated in its entirety as follows:

Sec. 2-311. - Purpose of division; statutory authority.

This division is adopted pursuant to the authority granted municipalities in F.S. §§ 162.21 and 162.22 to supplement methods of enforcing codes and ordinances in the city, and is enacted to protect the public health, safety and welfare of the citizens of the city.

Sec. 2-312. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the incorporated areas of the City of Palatka, or the administration of the City of Palatka.

Code enforcement officer means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city, as well as a city law enforcement officer as defined in this section; provided, however, nothing in this definition shall be construed to authorize any person designated as a code enforcement officer, other than a law enforcement officer, to perform any function or duties of a law enforcement officer other than as specified. A code enforcement officer, other than a law enforcement officer, shall not make physical arrests or take any person into custody and shall be exempt from bonding, and the requirements of the criminal justice standards and training commission, as defined and required by general law.

Law enforcement officer means any person who is elected, appointed or employed full-time by the city who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic or highway laws of the state.

Repeat violation means a violation of a provision of a code or ordinance by a person previously found to have violated the same provision, within five years prior to the current violation, by the code enforcement board of the city or the county court.

Sec. 2-313. - Authority to issue citations.

Any code enforcement officer is hereby empowered to issue citations to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted city code or ordinance.

Sec. 2-314. - Enforcement generally; uniform ~~fine~~ *civil penalty* schedule.

(a) All city codes and/or ordinances may be enforced by this division, by citation ~~to~~ *reviewable by* the *Code Enforcement Board* ~~county court,~~ except where prohibited by law or statute. A violation of a city code or ordinance is a civil infraction. There is hereby adopted the following uniform fine schedule:

Class	Fine	Administrative Costs (Fee imposed if appealing case to the Code Enforcement Board)	Total
Class I	$135.00	~~$22.00~~ *$50.00*	~~$157.00~~ *185.00*
Class II	110.00	~~22.00~~ *$50.00*	~~132.00~~ *$160.00*
Class III	60.00	~~22.00~~ *$50.00*	~~82.00~~ *$110.00*
Class IV	35.00	~~22.00~~ *$50.00*	~~57.00~~ *$85.00*
Class V	~~10.00~~ *25.00*	~~22.00~~ *$50.00*	~~32.00~~ *$75.00*

(b) *Violators wishing to appear before the Code Enforcement Board to appeal the citation shall pay the administrative cost of fifty dollars ($50.00) to have the appeal heard.*

(c) Repeat violations shall carry a ~~fine~~ *civil penalty* of up to ~~$500.00~~ *$1,000.00* at the discretion of the ~~court~~ *Code Enforcement Board* if contested by the violator, and if not contested by the violator, a maximum civil penalty of less than $500.00 at the discretion of the *Code Enforcement Board* ~~court.~~ The code enforcement board may impose a ~~fine~~ *civil penalty* not to exceed $5,000.00 per violation if it finds the violation to be irreparable or irreversible in nature, in accordance with section 2-288(b). The following fines are hereby imposed on the following violations of this Code:

UNIFORM ~~FINE~~ *CIVIL PENALTY* SCHEDULE

Section No.	Description	Class Fine
	CHAPTER 6. ADVERTISING	
	Article II. Handbills	
6-33	Permit required	4
6-36	Unlawful distribution	4
6-37	Distributing in public	4
6-38	Depositing on automobiles	4
6-39	Depositing on vacant premises	4
6-40	Depositing on posted property	4
6-41	Depositing on inhabited premises	4
6-42	Information required	4
6-43	Posting without consent	4
6-44	Prohibitions on owners of property	4

6-45	Prohibited handbills	4
CHAPTER 10. ALCOHOLIC BEVERAGES		
10-1	Location restrictions	1
10-2	Hours of operation	1
10-3	Hours when premises to be secured	1
10-4	Prohibited in public/private places	4
CHAPTER 14. ANIMALS AND FOWL		
Article I. In General		
14-2	Running at large	4
14-3	Fastening to trees, etc.	4
14-4	Cruelty	4-1
14-5	Destruction of animals	4- 1
14-6	Undomesticated animals unlawful in city	4
14-7	Animals creating public nuisances	4 3
Article II. Bird Sanctuary		

14-32	Destruction of nests or killing birds	4
14-33	Disturbing eggs prohibited	4
14-34	Possession of eggs	4
Article III. Dogs		
14-61	Running at large	4
14-62	Failure to vaccinate animals	4 2
14-63	Transfer of vaccination tag	4
Article V. Rabies Control		
14-122	Failure to surrender animal	4
14-129	Destruction, removal of rabid animals	4
14-130	Surrender of carcass	4
14-131	Report of dog bite cases	4 2
14-132	Failure to obey	4
CHAPTER 18. BUILDINGS AND BUILDING REGULATIONS		
Article I. In General		

18-2	Failure to subcontract	2
Article III. Building Code		
18-61	Building code violation	2
Article IV. Electrical Code		
18-81	Electrical code violation	2
Article V. Energy Efficiency Building Code		
18-101	Energy code violation	2
Article VI. Gas Code		
18-121	Gas code violation	2
Article VII. Housing Code		
18-141	Standard Housing Code violation	2
Article VIII. Mechanical Code		
18-161	Mechanical code violation	2
Article IX. One- and Two-Family Dwelling Code		
18-181	Dwelling code violation	2

Article X. Plumbing Code		
18-201	Plumbing code violation	2
Article XI. Swimming Pool Code		
18-221	Swimming pool code violation	2
Article XII. Unsafe Building Abatement Code		
18-241	Unsafe building violation	~~2~~ *1*
Article XIII. Permits and Inspections		
18-261	Permit violation	2
18-270	Satellite dish permit violation	2
Article XIV. Contractors		
18-291	Certificate of competency violation	2
18-300	Notice of severance violation	2
18-301	Failure to supervise	2
CHAPTER 22. CEMETERIES		
22-3	Grave site regulations	2

CHAPTER 30. ENVIRONMENT		
Article II. Nuisances		
30-32	Weeds, etc., prohibited	3
30-33	Owner *failure* to abate	3
Article III. Junked Automobiles and Abandoned Property		
~~30-34~~	~~Public nuisance~~	~~3~~
30-~~35~~ *62*	Abandoned property violation	3
Article IV. Noise Control		
30-101	Noise control	5
30-105	Noise levels	~~5~~ 2
30-106	Noise prohibitions	~~5~~ 2
30-109	Noise permits	2
CHAPTER 34. FIRE PREVENTION AND PROTECTION		
Article III. Fire Codes		
34-61	Standard Fire Prevention Code violation	2

34-63	National Fire Codes violation	2
CHAPTER 46. OFFENSES AND MISCELLANEOUS PROVISIONS		
Article I. In General		
46-3	Gates swinging inward	3
46-4	Damage to trees	2
46-5	Peddlers, etc.; nuisance	4
46-6	Discharge of airguns, etc.	5
46-7	Registration of religious institutions	~~2~~ *4*
Article II. Convenience Store Security		
46-33	Required security	3
46-34	Training of employees	3
Article III. Minors		
46-84	Curfew for minors	~~5~~ 2
46-85	Parents' responsibility	~~5~~ 2
Article V. Shopping Cart Regulations		

46-162	Responsibility of merchant	5
CHAPTER 50. PARKS AND RECREATION		
Article II. Use and Conduct Regulations		
50-37	Closed or posted areas	5
50-38	Loitering	5
50-39	Alcoholic beverages prohibited	4
50-40	Intoxication prohibited	~~5~~ 2
50-41	Damage to property	~~5~~ 2
50-42	Removing natural resources	~~5~~ 2
50-43	Damage to trees, etc.	~~5~~ 2
50-44	Climbing trees, etc.	5
50-45	Erecting structures	4
50-46	Polluting waters	4 2
50-47	Disposal of refuse and trash	4 2
50-48	Molesting, harming animals	2

50-49	Weapons and shooting	2
50-50	Fireworks and explosives	2
50-51	Picnic areas and use	5
50-52	Camping	5
50-53	Games and roller skating	5
50-54	Horseback riding prohibited	5
50-55	Dogs and domestic animals	5
50-56	Fires	5
50-57	Sales prohibited	5
50-58	Advertising prohibited	5
50-59	Signs	~~5~~ *4*
50-83	Vehicles confined to road	4
50-84	Location/manner of parking	4
50-86	Double parking	4
50-87	Bicycles	5

50-111	Swimming areas	5
50-112	Hours for swimming	5
50-113	Structures in swimming areas	5
50-114	Bathing attire regulated	5
50-115	Dressing, undressing	5
50-116	Boating areas	5
50-117	Operation of boats	5
50-118	Boating during closed hours	5
50-141	Park permit required	2
50-148	Interference with park permittees	4
CHAPTER 54. PLANNING		
Article III. Historic Districts		
54-78	Certificate of appropriateness	2
54-80	Maintenance of historic structures	2
CHAPTER 58. SECONDHAND GOODS		

Article II. Secondhand Dealers		
58-34	Secondhand dealer register	2
58-35	Secondhand dealer transcripts	2
58-36	Disposal of goods by secondhand dealer	
58-37	Dealing with minors	3
58-38	Inspections of stock	3
CHAPTER 62. SIGNS		
Article I. In General		
62-4	Maximum area for signs	4
62-5	Number of signs	4
62-6	Height of signs	4
62-7	Construction of signs	4
62-8	Lighting of signs	4
62-9	Political signs	4
62-10	Wall signs	4

62-11	Wall graphics	4
62-12	Billboards	4
62-13	Flashing lights	4
62-14	Portable signs	4
62-15	*Snipe Signs / Illegally Placed Ground Signs / Illegally Placed Temporary Signs*	2
	Article II. Permits	
62-41	Permit for signs	4
62-42	Electrical permit for signs	4
62-44	Licenses required	3
62-47	Maker's name required	4
62-51	Permit for work on signs	4
	Article III. Minimum Requirements	
62-82	Hanging of signs	4
62-83	Prohibited contents	4
62-84	Structural requirements for signs	4

62-85	Wind load allowance for signs	4
62-86	Safety requirements for signs	4
62-87	Obstruction by signs	4
62-88	Posting of signs	4
62-89	Projecting signs	4
62-90	Concealing rear of signs	4
62-91	Weeds, rubbish, etc.	4- 3
62-92	Maintenance of signs	4- 3
62-94	Signs over water	4
62-95	Nonconforming signs	4— 3
CHAPTER 66. SOLID WASTE		
66-1	Garbage disposal	4
66-2	Garbage containers, residential	4
66-3	Garbage containers, commercial	4
66-4	Garbage pickup	4

66-5	Disposal by city	4
66-6	Disposal requirements, raw garbage	4
66-7	Disposal requirements, boxes etc.	4
66-8	Rummaging through garbage	4
CHAPTER 70. STREETS, SIDEWALKS AND OTHER PUBLIC PLACES		
Article I. In General		
70-1	Permit for street work	3
70-2	Poles or other fixtures interfering with street improvements	3
70-3	Open manholes	2
70-4	Shrubbery on streets	4
70-5	Depositing garbage, etc., on streets	4–2
Article II. Sidewalks		
70-31	Goods, wares on sidewalks	3
Article III. House Numbering		
70-82	Numbering of buildings	4

70-83	House number requirements	4
CHAPTER 78. TAXATION		
Article V. Occupational License Tax		
78-162	No occupational license	2
78-165	License transfer violation	2
78-179	Yard, garage sale violation	2
78-202	Coin-operated device license fee	2
78-203	Additional coin-operated device fee	2
CHAPTER 82. TRAFFIC AND VEHICLES		
Article II. Stopping, Standing and Parking		
82-34	Bus stops	4-5
82-35	Parking prohibited	4-5
82-36	Loading zones	4-5
CHAPTER 86. UTILITIES		
Article II. Water		

86-31	Permit for water	3
86-32	Illegal use of water	~~3~~ 2
86-36	Repair of water connections	3
86-61	Separate service for dwellings	3
86-62	Separate service for businesses	3
86-63	Check valve required	3
Article III. Sewers and Sewage Disposal		
86-114	Use of public sewers required	1
86-127	Malicious damage	1
Division 3	Sewers and connections	1
Division 4	Private sewage disposal	1
86-241	Discharge prohibitions	1
86-247	Excessive discharge	1
86-248	Pretreatment	1
86-249	Cooling waters	1

86-250	Accidental discharges	1
Article IV. Rates and Charges		
86-286	Using service after disconnection	~~3~~ 2
CHAPTER 90. VEHICLES FOR HIRE		
Article I. In General		
90-1	Bus terminals to be on private property	3
90-2	Buses stopping on city property	3
Article II. Taxicabs		
90-34	Certificate required	3
90-40	Transfer of certificate	3
90-71	Driver's permit required	3
90-79	Destruction of driver's permit	3
90-80	Display of driver's permit	3
90-101	Vehicle inspection	3
90-102	Sign on vehicles	3

90-103	Advertising on vehicles	3
CHAPTER 94. ZONING		
Article III. Districts		
Division 2	District regulations	1
Division 3	Supplementary district regulations	1
Article V. Off-Street Parking and Loading		
	Off-street parking and loading facilities	1

Sec. 2-315. –Violations procedure; notice of violation; refusal to accept citation; failure to pay ~~fine~~ *civil penalty* or appear ~~in court.~~ *before the Code Enforcement Board*

(a) A code enforcement officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted city code or ordinance. However, prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the

violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable or irreversible.

(b) A code enforcement officer shall issue a notice of violation *and/or citation* in a form prescribed by the city and it shall contain:

(1) The date and time of issuance.
(2) The name and address of the person to whom the citation is issued.
(3) The date and time the civil infraction was committed.
(4) The facts constituting reasonable cause.
(5) The number or section of the code or ordinance violated.
(6) The name and authority of the code enforcement officer or law enforcement officer.
(7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
(8) The applicable civil penalty if the person elects to contest the citation.
(9) The applicable civil penalty if the person elects not to contest the citation.
(10) A conspicuous statement that, if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, he shall be deemed to have waived his right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

~~(c) After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original citation and one copy of the citation with the county court.~~

~~(d) The maximum civil penalty shall not exceed $500.00.~~

~~(e) A civil penalty of less than the maximum civil penalty shall be imposed if the person who has committed the civil infraction does not contest the citation~~

~~(f)~~ *(c)* Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a violation, punishable as provided in F.S. § 775.082 or 775.083.

(d) Rights of violator

A violator who has been served with a citation shall elect either to:

(1) Pay the civil penalty in the manner indicated on the infraction notice, and correct the violation; or

(2) Request an administrative hearing before the code enforcement board to appeal the determination of the code enforcement officer which resulted in the issuance of the citation.

Any person appealing to the code enforcement board or ordered before the code enforcement board due to non corrected violations shall be subject to payment of administrative fees in the amount of $50.00 see 2-314 per appearance before the code enforcement board. If on appeal, the violator prevails, no administrative fee will be levied.

~~(g)~~*(e)* If a person fails to pay the civil penalty or fails to appear ~~in court~~ *before the Code Enforcement Board* to contest the citation, the ~~court~~ *Code Enforcement Board may record in the public records a certified copy of an order imposing civil penalty and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.* ~~issue an order to show cause upon the request of the city. The order to show cause shall require the person to appear before the court to explain why action on the citation has not been taken or the civil penalty paid. If any person who is issued such an order fails to appear in response to the court's directive and/or fails to pay the civil penalty, that person may be held in contempt of court.~~

Section 2. That all sections of Chapter 62, Article I of the Palatka Municipal Code be renumbered accordingly to accommodate the changes described in this Ordinance, if necessary.

Section 3. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section 4. That 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 5. That this ordinance shall take effect upon its passage as provided by law.

Section 6. That 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.

PASSED AND ADOPTED BY THE City Commission of the City of Palatka on second reading this 25th day of September, 2014.

CITY OF PALATKA

By:_____

Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

_____

CITY ATTORNEY

Agenda Item

14

CITY of Palatka
FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
ORDINANCE revising Municipal Code Chapter 46, Nuisances, Article IV, Section 46-251 through 46-258 to designate the Code Enforcement Board as the judiciary body for hearings, violations and appeals - 1st Reading

SUMMARY:
Per Palatka Municipal Code, Chapter, Article IV, Sections 46-251 through 46-258, nuisance violations were to be referred to a Nuisance Abatement Board. An impediment to the use of that ordinance to correct nuisances identified in the City of Palatka has been the inability to form and maintain a Nuisance Abatement Board as required by the ordinance. It was found that the City of Palatka advertised extensively over the years, but never received enough applicants to form the board. Without the board in place to review complaints and recommend abatement, the ordinance cannot be applied to properties identified as nuisances.

Research shows the Code Enforcement Board can be utilized as the Nuisance Abatement Board. This is a practice that many jurisdictions have employed throughout Florida. It was determined that the review of nuisance violations was consistent with the type of cases normally heard at the Code Enforcement Board. No legal rule or guideline prohibits the use of that existing board as the Nuisance Abatement Board.

Recent revisions to Chapter 2, Article V, Division 1, Sections 2-281 through 2-291 utilize the Code Enforcement Board as the judiciary body to hear cases on code violations and to decide appeals. This revision is an update to reflect those changes.

Staff recommends revisions to Municipal Code Chapter 46, Article IV, Sections 46-251 through 46-258 to designate the Code Enforcement Board as the Nuisance Abatement Board. Other minor changes to the ordinance are suggested to make it consistent with other Code provisions, such as the definition of Code Enforcement Officer and procedures related to board membership and presentation of cases to the Board.

RECOMMENDED ACTION:
Pass on first reading an ordinance revising Chapter 46, Article IV, Section 46-251 through 46-258 to designate the Code Enforcement Board as the judiciary body to hear code violations and appeals.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Police	Getchell, Gary	Approved	8/15/2014 - 2:27 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 10:39 AM
City Manager	Czymbor, Michael	Approved	8/27/2014 - 11:16 AM
Finance	Reynolds, Matt	Approved	8/27/2014 - 3:21 PM
City Clerk	Driggers, Betsy	Approved	8/27/2014 - 3:31 PM

ORDINANCE NO. 14 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA TO RESTATE CHAPTER 46, ARTICLE IV, NUISANCES, IN ITS ENTIRETY TO UTILIZE THE CODE ENFORCMENT BOARD AS THE NUISANCE ABATEMENT BOARD, AND TO UTILIZE CODE ENFORCEMENT OFFICERS TO ENFORCE NUISANCE VIOLATIONS; AMENDING DEFINITIONS, PROVISIONS FOR FILING AND PROCESSING OF COMPLAINTS, AND CONDUCT OF HEARINGS; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palatka wishes to protect, promote, and improve the health, safety and welfare of the citizens of the City of Palatka; and

WHEREAS, the City of Palatka wishes to create an administrative board with the authority to impose administrative fines and other non-criminal penalties for public nuisances; and

WHEREAS, the City of Palatka wishes to utilize the Code Enforcement Board as its' Nuisance Abatement Board; and

WHEREAS, the City of Palatka wishes to use its Code Enforcement Officers to enforce nuisance violations; and

WHEREAS, the City of Palatka wishes to provide an equitable, expeditious, effective, and inexpensive method of enforcing ordinances under circumstances when a pending or repeated violations continue to exist; and

WHEREAS, this Ordinance amends and replaces Chapter 46, Article IV of the Palatka Municipal Code of Ordinances, entitled Nuisances.

NOW, THEREFORE, BY IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:

Section 1. That Chapter 46, Article IV, entitled Nuisances, is hereby restated in its entirety as follows:

Sec. 46-251. - Statement of intent.

It is the intent of this section to protect, promote, and improve the health, safety and welfare of the citizens of the City of Palatka, by the creation of an administrative board with the authority to impose administrative fines and other non-criminal penalties in order to provide an equitable, expeditious, effective, and inexpensive method of enforcing ordinances under circumstances when a pending or repeated violations continue to exist.

Sec. 46-252. - Public nuisance defined.

For the purposes of this article, the following are declared to be public nuisances. Any place or premises that has been used:

(a) On more than two occasions, within a six-month period as a site of a violations of F.S. § 796.07;

(b) On more than two occasions within a six-month period as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance as defined in schedules 1—5 of F.S. § 893.03 and any substance sold in lieu of a controlled substance in violation of F.S. § 817.563;

(c) On one occasion as the site of the unlawful possession of a controlled substance where such possession constitutes a felony and the site has been previously used on more than one occasion as the site for unlawful sale, manufacture, or cultivation of any controlled substance.

(1) As used in this section, the term "controlled substance" includes any substance sold in lieu of a controlled substance in violation of F.S. § 817.563, or any other imitation controlled substance as defined in F.S. § 817.564.

(d) By a criminal street gang for the purposes of conducting a pattern of criminal street gang activity as defined by F.S. § 784.03; or

(e) On more than two occasions within a six-month period, as the site of a violation of F.S. § 812.019 relating to dealing in stolen property.

Sec. 46-253. - Definitions.

For purposes of this article, the following definitions shall apply:

Abate means to repair, replace, destroy, or otherwise remedy a condition that constitutes a violation in this chapter.

Business days means any day, Monday through Friday, which is not designated as a holiday pursuant to the City of Palatka's rules and regulations.

Chronic nuisance property means property on which two or more nuisance activities occur in a 60-day period.

Code enforcement officer means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city, as well as a city law enforcement officer as defined in this section; provided, however, nothing in this definition shall be construed to authorize any person designated as a code enforcement officer, other than a law enforcement officer, to perform any function or duties of a law enforcement officer other than as specified. A code enforcement officer, other than a law enforcement officer, shall not make physical arrests or take any person into custody and shall be exempt from bonding, and the requirements of the criminal justice standards and training commission, as defined and required by general law.

Control means the ability to regulate, dominate, counteract, or govern property, or conduct that occurs on a property.

Driver means any person who drives or is in actual physical control of a motor vehicle who is exercising control of a motor vehicle.

Landlord means the owner, lessor, or person that subleases the dwelling unit, or property of which it's a part, and in addition, means any person designated as a representative of the landlord.

Motor vehicle means every vehicle that is self propelled, whether by means of an internal combustion engine or by electrical power, including, but not limited to automobiles, trucks, tractors, motorcycles, motor bikes.

Owner means any person having an ownership interest in the real estate in question as indicated in the public records.

Person means natural person, joint venture, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, officer, or employee of any of them.

Premises and property may be used in this chapter interchangeably and means building, lot, parcel, dwelling, rental unit, real estate or land or portion thereof including property used as residential or commercial property.

Rental unit means any structure or that part of a structure, including, but not limited to a single-family home, room or apartment, which is rented to another and used as a home, residence or sleeping place by one or more persons.

Stolen means the theft, taking away of tangible personal property of another with the intent to permanently deprive another.

Sec. 46-254. - ~~Creation of~~ Code enforcement board to function as nuisance abatement board.

(a) ~~*Membership, number of members, officers, qualifications and governance*~~. *The City of Palatka Code Enforcement Board shall function as the City of Palatka* Nuisance Abatement Board *pursuant to the provisions of Section 893.138, Florida Statutes.* ~~There is hereby created and established a nuisance abatement board~~ *The board shall have the authority* to hear evidence, declare nuisances, and impose penalties related to the existence of public nuisances on places or premises located in the City of Palatka ~~within Putnam County~~, Florida. ~~The board shall be comprised of five members appointed by the city commission, who shall serve without compensation. Members of the board shall be persons who are registered electors of the City of Palatka.~~ Board members shall be governed by F.S. § 286.0115 relating to access to local public officials serving on boards acting in a quasi-judicial capacity, as adopted by city ordinance. ~~The chair of the board will be nominated by the mayor and appointed by the city commission, and shall be an attorney with trial experience, licensed by the State of Florida.~~

Sec. 46-255. - Filing and processing of complaints; notice of complaint.

(a) Any employee or resident of the City of Palatka, or owner of property within the city, may file a complaint and request for prosecution with the police department regarding the existence of a public nuisance as defined in section 46-252, on any place or premises located within the city.

(b) The chief of police, *or his/her designee* when ~~he receives~~ *receiving* such a complaint and request for prosecution, and has probable cause that a public nuisance as defined in section 46-252 exists on the place or premises complained of, shall forward the complaint-request to the *Code Enforcement Officer.* ~~board attorney (city attorney).~~ If the *Code Enforcement Officer* ~~board attorney~~ finds from the information submitted that there is probable cause to believe that a public nuisance exists, as defined by section 46-252 hereof, he/she shall request that *the complaint be placed on the agenda for the Code Enforcement Board to review.* ~~board secretary place the complaint on the agenda of the board.~~

(c) The board, through its clerk, shall schedule a hearing *as specified in Article V, Section 2-286, City of Palatka Code.*

(d) The clerk shall give at least ten days written notice of the complaint and of the hearing to the owner of the place or premises as disclosed by the

public records of the county, and to any person actually known to the board to be occupying the place or premises.

(1) The written notice shall be deemed complete if personally delivered, or if directed by certified mail, return receipt requested, to the owner of the place or premises, or if applicable, the person actually known by the board to be occupying the place or premises, at their last known address.

(2) If an attempt to serve notice upon an owner or occupant by hand delivery or registered mail is unsuccessful, notice may be given by posting same in a conspicuous place at/upon the premises or place which is the subject of the alleged public nuisance complaint.

(3) Notice shall include:

a. A statement of the time, place, and nature of the hearing.

b. The nature of the legal authority, and jurisdiction upon which the hearing is to be held.

c. A reference to the particular section of the statutes, and ordinances it would involve.

d. A short and plain statement summarizing the incidents complained of.

Sec. 46-256. - Conduct of hearing.

(a) Hearing; issuance of order. The *Chief of Police or his/her designee* ~~city (board) attorney~~ shall present cases under this section before the *code enforcement board/* nuisance abatement board. All parties, including the owner of the place or premises, shall have an opportunity to present evidence and argument on all issues involved, to conduct cross examination of witnesses who testify and submit rebuttal evidence, and to be represented by counsel. Formal rules of evidence shall not apply, but fundamental due process shall be observed, and shall govern the proceedings. The board may consider evidence of the general reputation of the site complained of.

(b) The lack of knowledge of or nonparticipation in the conduct of the public nuisance on the part of the owner or the occupant shall not be a defense.

(c) After considering all evidence, the board shall have the power to declare the site complained of to be a public nuisance as defined in section 46-252 and may enter an order or orders:

(1) Requiring the owner(s) of such place or premises to adopt such procedure as may be appropriate under the circumstances to abate any such nuisance.

(2) Prohibiting:

a. The maintaining of any such nuisance.

b. The operating or maintaining of the place or premises. The order may require the closure of the place or premises or any part thereof.

c. The conduct, operation, or maintenance of any business or activity on the place or premises which is conducive to such nuisance.

(3) Fining the property owner up to $250.00 per day for each day that the board determines that a public nuisance as defined in section 46-252, was allowed to occur on the property and up to $500.00 per day for each day that the board determines that a recurring public nuisance was allowed to exist. ~~Total fines shall not exceed $15,000.00.~~

(4) Assessing the property owner for the investigative fees, costs and attorney fees associated with the investigation and hearing concerning the public nuisance.

Sec. 46-257. - Enforcement of orders.

(a) Posting and service of order. A copy of the order ~~of the nuisance abatement board~~ issued in accordance with section 46-256, shall be posted prominently at the structure or on the place or premises where the public nuisance exists or is occurring in violation of the law. A copy of the order shall also be mailed to the owner and occupant within one business day of the posting.

(b) Enforcement. An order entered pursuant to subsection 46-256(a) above may be enforced pursuant to the procedures contained in F.S. § 120.69. This provision shall not be interpreted as subjecting the City of Palatka or the nuisance abatement board to any other provision of F.S. ch. 120.

(c) Duration and effect of orders. When the board issues an order pursuant to section 46-256, such order shall be in effect for such period as the board may direct, but in no event shall the order be in effect for more than one year from the posting of the order pursuant to this section. The board shall have the continuing jurisdiction over any place or premises that has been or is declared to be a public nuisance for a period not exceed one year.

(d) Vacating or modifying order. If the owner or occupant of the premises declared to be a public nuisance shall:

(1) File a bond in the amount determined by the board which shall not exceed the amount of the fine; and

(2) Submit proof satisfactory to the board that the nuisance has been abated and will not be recreated, maintained or permitted, then the

board may vacate or modify the provisions of its order, but nothing contained in this subsection shall be construed as compelling such vacating or modification.

(e) Injunctive relief. The board may bring a complaint under F.S. § 60.05 seeking temporary and permanent injunctive relief against any nuisance described in section 46-252

(f) Implementation of order does not constitute act of possession. The implementation of an order of the board shall not constitute an act of possession, ownership or control by the city of the place or premises subject to the order.

(g) Order constitutes lien. Any order entered by the board, including any order assessing a penalty for the payment of investigative fees, attorney fees and costs may be recorded in the public records. Any such recorded order assessing a fine, or for investigative fees, attorney's fees and costs shall constitute a lien on the property that is the subject of the order. Said lien may be enforced by foreclosure action initiated against the property which is the subject of the lien. In any such action, the City of Palatka shall be entitled to recovery of all costs, including reasonable attorney's fees, and those associated with the recording of orders and foreclosure.

(h) Remedies cumulative. Neither the pursuit of any remedy under this article nor the entry or the enforcement of any order by the board shall preclude the City of Palatka from pursuing any other remedies, including, without limitation, proceedings before the code enforcement board.

Sec. 46-258. - Appeals.

Any party to the proceedings before the nuisance abatement board under this article may appeal a final administrative order of the board to the circuit court of the 7th Judicial Circuit by certiorari as provided in rule 1.630 of the Florida Rules of Civil Procedure. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the board. An appeal shall be filed within 30 days of the date of the written order appealed from.

Section 2. That all sections of Chapter 46, Article IV of the Palatka Municipal Code be renumbered accordingly to accommodate the changes described in this Ordinance, if necessary.

Section 3. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section 4. That 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 5. That this ordinance shall take effect upon its passage as provided by law.

Section 6. That 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.

PASSED AND ADOPTED BY THE City Commission of the City of Palatka on second reading this 25th day of September, 2014.

CITY OF PALATKA

By:_____

Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

_____

CITY ATTORNEY

Agenda Item

15

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
ORDINANCE amending the Palatka Code of Ordinances to revise Chapter 62, Signs, Article 1, Section 62-1 through 62-16 providing a more comprehensive definition of snipe/bandit signs and providing for enforcement by the Chief Building Official and Code Enforcement Officers - 1st Reading

SUMMARY:
As part of the initiative to improve Code Enforcement throughout the City of Palatka, community meetings were held. The attendees noted several problems or areas of concern. One of the concerns brought to our attention was regulation of signs, specifically the proliferation of "snipe" or "bandit" signs placed throughout the City of Palatka. Chapter 62, Article 1 of the Code defines snipe signs as "any small sign of any material, including paper, cardboard, wood and metal, when tacked, nailed or attached in any way to trees or other objects, where such sign does not apply to the premises where it is located." During discussions, it was requested that the definition include what some referred to as "bandit signs," defined as signs made of cardboard, plastic or vinyl placed on wooden sticks or metal stakes that were being placed in the ground, particularly those placed in the easement or right of way bordering roadways throughout the City of Palatka.

Research shows that some jurisdictions refer to snipe and bandit signs as being one and the same, the key element being that they are placed in locations such as the right of way or easement belonging to the jurisdiction, or on trees, poles and other structures along a roadway not intended for the display of a sign.

Currently, Code dies not define the snipe signs in a manner that included those on stakes, sticks or metal frames placed along the roadway in the easement or right of way. Also, our current Code does not make it clear that snipe signs or bandit signs are illegal. Current Code also states that enforcement of reference signs lies with"the Chief Building Official".

Staff recommends the revision of Code Chapter 62, Article I, Sections 62-1 through 62-15 to include a more comprehensive definition of snipe/bandit signs: "*Snipe sign (Bandit sign)* means any small sign of any material, including paper, cardboard, wood and metal, when tacked, nailed or attached in any way to trees, telephone poles, utility poles, stakes, fences, or other objects, where such sign does not pertain to activities or conditions of the premises where it is located." This definition includes cardboard or vinyl signs on sticks or metal stakes. Such signs are not allowable in any district as described in Chapter 94, Article III and may not be placed on the easement or right of way belonging to the City of Palatka unless such sign is placed by agents of the City of Palatka for governmental reasons. It is recommended that the Code be amended to allow for enforcement by both the Chief Building Official and Code Enforcement Officers. In addition, staff recommends changing Section 62-15 to be consistent with prohibiting snipe or bandit signs.

RECOMMENDED ACTION:
Pass on First Reading an ordinance amending the City of Palatka Code of Ordinances to revise Chapter 62, Article 1, Section 62-1 through 62-16, providing a more comprehensive definition of snipe/bandit signs and allowing for enforcement by both the Chief Building Official and Code Enforcement Officers.

ORDINANCE NO 14 –

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA TO REVISE CHAPTER 62, ARTICLE I GENERAL, AMENDING ARTICLE I, SECTION 62-1, DEFINITIONS, SECTION 62-2, ENFORCEMENT, SECTION 62-15, PROHIBITED SIGNS AND ALLOWABLE LOCATIONS FOR SIGNS; PROVIDING FOR CONFLICTS, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palatka wishes to protect, promote, and improve the health, safety and welfare of the citizens of the City of Palatka; and

WHEREAS, the City of Palatka wishes to regulate the types of signs, content of signs, size of signs and allowable locations for signs; and

WHEREAS, the City of Palatka wishes to enforce the regulations related to signs in the City of Palatka; and

WHEREAS, the City of Palatka wishes to clarify the definition of "snipe sighs" and use its' Chief Building Official and its' Code Enforcement Officers to enforce regulations related to signs; and

WHEREAS, the Palatka City Commission deems it therefore reasonable and desirable to adopt this ordinance amending Chapter 62, Article I of the Palatka Municipal Code of Ordinances, entitled Signs.

NOW, THEREFORE, BY IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:

Section 1. That the definition for "Snipe Sign" listed under Chapter 62, Article 1, Sec. 62-1, Definitions, is hereby amended to read as follows:

> *Snipe sign (Bandit sign)* means any small sign of any material, including paper, cardboard, wood and metal, when tacked, nailed or attached in any way to trees, *telephone poles, utility poles, stakes, fences*, or other objects, where such sign does not ~~apply~~ *pertain to activities or conditions of ~~to~~ the premises where it is located. This definition includes cardboard or vinyl signs on sticks or metal stakes. Such signs are not allowable In any district as described in Chapter 94, Article III and may not be placed on the easement or right of way belonging to the*

City of Palatka unless such sign is placed by agents of the City of Palatka for municipal purposes

Section 2. That Section 62-2, Enforcement, is hereby amended to read as follows:

Sec. 62-2. Enforcement. The chief building official *and code enforcement officers* of the city shall enforce the provisions of this chapter.

Section 3. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section 4. That 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 5. That this ordinance shall take effect upon its passage as provided by law.

Section 6. That 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.

PASSED AND ADOPTED BY THE City Commission of the City of Palatka on second reading this 25th day of September, 2014.

CITY OF PALATKA

By:_____

Its MAYOR

ATTEST:

_____

CITY CLERK

Agenda Item

16

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
***a. CITY CLERKS REPORT** - August 26, 2014 Primary Election Results, City Commission Group 2

SUMMARY:
A primary election was held on August 26, 2014 for the nomination of candidates for Palatka City Commission, Group 2 and Group 4, seats currently held by Allegra Kitchens and Phil Leary, and for Mayor/Commissioner, currently held by Vernon Myers. The primary election is only held if more than two candidates qualify to run for a particular office. If only two candidates qualify, that race will go straight to the General Election. Because municipal elections are non-partisan, a primary election is designed to narrow the field of candidates down to two (2) for the general election.

Three candidates qualified to have their name placed on the Primary Election Ballot for Group 2 Commissioner. Those are Incumbent Allegra Kitchens, Justin Campbell and Roberta Correa. Attached are the official results of the Primary Election, released by the Putnam County Supervisor of Elections' office.

Official Results are as follows: (5818 registered voters; 20.9% turnout)

Group 2 Commissioner:	Justin Campbell	429	36.64%
Total Votes Cast: 1171	Roberta Correa	262	22.37%
	Allegra Kitchens	480	40.99%

As no one candidate received more than 50% of the vote, the top two candidates, Justin Campbell and Allegra Kitchens, will go on to the General Election. Because Robin Cadle has qualified to run as a write-in candidate for City Commission Group 2, and write-in candidates can only be placed on the general election ballot, there will again be three candidates for City Commission Group 2 on the General Election ballot.

Elections for City Commission Group 4, the seat currently held by Phil Leary, and Mayor/Commissioner, currently held by Vernon Myers, will also appear on the General Election Ballot, as there are two candidates for each race.

RECOMMENDED ACTION:
Information for the Official Record only. No action is requested.

ATTACHMENTS:

Description	Type
Official Elections Results - SOE	Attachment

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/4/2014 - 2:22 PM
City Clerk	Driggers, Betsy	Approved	9/4/2014 - 2:22 PM
City Manager	Czymbor, Michael	Approved	9/5/2014 - 8:39 AM
Finance	Reynolds, Matt	Approved	9/5/2014 - 8:41 AM
City Clerk	Driggers, Betsy	Approved	9/5/2014 - 9:09 AM

Election Summary Report
Putnam County, Florida
Primary Election
August 26, 2014
Summary For County Wide, All Counters, All Races
Official Results

Registered Voters 44931 - Cards Cast 9642 21.46%

Num. Report Precinct 39 - Num. Reporting 39 100.00%

School Board Dist 4

	Total	
Number of Precincts	39	
Precincts Reporting	39	100.0 %
Times Counted	9642/44931	21.5 %
Total Votes	9014	
Kathy Jorgensen	4589	50.91%
Bud McInnis	4425	49.09%

School Board Dist 5

	Total	
Number of Precincts	39	
Precincts Reporting	39	100.0 %
Times Counted	9642/44931	21.5 %
Total Votes	9175	
Allen Baggett	3035	33.08%
Jane Thomas Crawford	3255	35.48%
Shirley Diaz-Basel	1087	11.85%
Tara Jenkins	1798	19.60%

Palatka City Commissioner 2

	Total	
Number of Precincts	5	
Precincts Reporting	5	100.0 %
Times Counted	1215/5818	20.9 %
Total Votes	1171	
Justin Campbell	429	36.64%
Robbi Correa	262	22.37%
Allegra Kitchens	480	40.99%

Election Summary Report
Putnam County, Florida
Primary Election
August 26, 2014
Summary For County Wide, All Counters, All Races
Official Results

Registered Voters 44931 - Cards Cast 9642 21.46%

Num. Report Precinct 39 - Num. Reporting 39 100.00%

Cong Dist 5 - R		REP	
		Total	
Number of Precincts		15	
Precincts Reporting		15	100.0 %
Times Counted		1266/4508	28.1 %
Total Votes		1214	
Thuy Lowe	REP	493	40.61%
Glo Smith	REP	721	59.39%

Governor - R		REP	
		Total	
Number of Precincts		39	
Precincts Reporting		39	100.0 %
Times Counted		4093/14741	27.8 %
Total Votes		3992	
Y. Abosede Adeshina	REP	48	1.20%
E. Cuevas-Neunder	REP	322	8.07%
Rick Scott	REP	3622	90.73%

Governor - D		DEM	
		Total	
Number of Precincts		39	
Precincts Reporting		39	100.0 %
Times Counted		4970/21884	22.7 %
Total Votes		4641	
Charlie Crist	DEM	2022	43.57%
Nan H. Rich	DEM	2619	56.43%

Attorney General - D		DEM	
		Total	
Number of Precincts		39	
Precincts Reporting		39	100.0 %
Times Counted		4970/21884	22.7 %
Total Votes		4113	
George Sheldon	DEM	2379	57.84%
Perry E. Thurston	DEM	1734	42.16%

State Senator Dist 6 - R		REP	
		Total	
Number of Precincts		39	
Precincts Reporting		39	100.0 %
Times Counted		4093/14741	27.8 %
Total Votes		3898	
Derek Hankerson	REP	1091	27.99%
John Thrasher	REP	2807	72.01%

Co Commissioner Dist 4 - R UPC			
		Total	
Number of Precincts		39	
Precincts Reporting		39	100.0 %
Times Counted		9642/44931	21.5 %
Total Votes		9176	
Kevin Durscher	REP	2175	23.70%
Larry Harvey	REP	5155	56.18%
Colonel Surratt	REP	1846	20.12%

Circuit Judge 7, Group 18		
	Total	
Number of Precincts	39	
Precincts Reporting	39	100.0 %
Times Counted	9642/44931	21.5 %
Total Votes	8350	
Karen Foxman	5202	62.30%
Steve Sands	3148	37.70%

Circuit Judge 7, Group 20		
	Total	
Number of Precincts	39	
Precincts Reporting	39	100.0 %
Times Counted	9642/44931	21.5 %
Total Votes	8419	
Steven N. DeLaroche	2863	34.01%
Adam Warren	2048	24.33%
Kathy Weston	3508	41.67%

Circuit Judge 7, Group 23		
	Total	
Number of Precincts	39	
Precincts Reporting	39	100.0 %
Times Counted	9642/44931	21.5 %
Total Votes	8235	
Kellie Jo Killebrew	5088	61.79%
Thomas G. Portuallo	3147	38.21%

School Board Dist 2		
	Total	
Number of Precincts	39	
Precincts Reporting	39	100.0 %
Times Counted	9642/44931	21.5 %
Total Votes	9164	
B. Masters Brunny	3261	35.58%
David Buckles	4584	50.02%
Tommy Morgan	1319	14.39%