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

AGENDA
CITY OF PALATKA
September 25, 2014

CALL TO ORDER:

a. **Invocation** – The Reverend Don Hanna, Pastor; St. James United Methodist Church
b. **Pledge of Allegiance**
c. **Roll Call**

APPROVAL OF MINUTES – 9/11/14 Regular Meeting; 9/11/14 Workshop

1. **PUBLIC RECOGNITION/PRESENTATIONS:**
   a. **PUBLIC RECOGNITION** – Christy Sanford – Community Activism
   b. **EMPLOYEE RECOGNITION** – Capt. Keith "J.R." Grimes, Firefighter of the Year – William Roberts, Sons of the American Revolution, St. Augustine Chapter
   c. **PROCLAMATION** – Fire Prevention Week – October 5 through 11, 2014 – Fire Department
   d. **UPDATE** – Water Works Environmental Education Center – Shann Purinton, Dave Franz & Platt Drew
   e. **STUDENT OF THE MONTH – September, 2014** – Mayor Myers and Commissioner Brown

Audrey Sweat	Browning-Pearce Elementary
Gabriel Herrington	C. L. Overturf, Jr. 6th Grade Center
Violet Virnstein	Children's Reading Center Charter School
Da'mya Thomas	E. H. Miller School
Tatyiana Henry	James A. Long Elementary School
Kierstin White	Jenkins Middle School
Baylee Pinner	Kelley Smith Elementary School
Nya Flanders	Mellon Elementary School
Daevianna Baker	Moseley Elementary School
Carlie Dennard	Palatka High School
Callie Brauman	Peniel Baptist Academy
Garrett Adkins	Putnam Academy of Arts & Sciences
David "Cole" Ziegler	Putnam EDGE High School

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

3. **CONSENT AGENDA**
   *a. **Adopt Resolution No. 2014-10-118** authorizing the City Manager and City Clerk to execute and attest Ayres Associates' Supplemental Fee Request for additional utility coordination efforts not to exceed $9,480.68 for the FEMA Hazard Mitigation 16th & St. Johns Avenue Drainage Project
   *b. **Authorize renewal of Palatka Daily News Display Advertising Contract** effective October 1, 2014
   *c. **Grant Permission to exceed allowable noise levels for Special Events Permit #14-47, FLW Fishing Tournament,** Thursday & Friday, October 2 and 3, 2014 from 7 a.m. to 6 p.m., and Saturday, October 4 from 7:00 a.m. to 9:00 a.m. – FLW; Alan Gray, Applicant
   *d. **Grant permission to exceed allowable noise levels for Special Events Permit #14-30, Florida Bass Federation State Championship Tournament,** Saturday and Sunday, October 11 & 12, 2014, from 7 a.m. to 5 p.m. – Florida Bass Federation; Joe Nickol, Applicant

3. **CONSENT AGENDA (Continued)**
   *e. **Grant permission to exceed allowable noise levels for Special Events Permit #14-25, Florida Bass Nation State Championship Tournament,** October 18 & 19, 2014 from 7 a.m. to 6 p.m. – Florida Bass Nation; David Driggers, Applicant
   *f. **Grant permission to exceed allowable noise levels for Special Events Permit #14-39, Oakley Fishing Tournament,** Oct. 25 & 26, 2014, 7 a.m. to 3 p.m. – Oakley Fishing; Keith Odom, Applicant

* 4. **SECOND PUBLIC HEARING – TRIM CALENDAR:** FY 2014-2015 Final Budget and Millage Rate for 2014/15 Budget Year – 9.174 mills proposed
   *a. **RESOLUTION** setting the final FY 2014-15 Millage Rate (9.1749 proposed) – Adopt
   *b. **RESOLUTION** adopting the final FY 2014-15 Budget – Adopt

* 5. **RESOLUTION** authorizing the City Manager to execute a Letter of Intent to negotiate with BCR Environmental Corp. for the development, installation and co-operation of an Organic Waste/Biosolids Management Solution Facility, to include a long-term land lease to locate said system at the Platt Drew Waste Water Treatment Plant - Adopt

* 6. **RESOLUTION** 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

PUBLIC HEARINGS

* 7. **ORDINANCE** amending Chapter 94, Zoning Code, Article VI, Landscaping and Tree Protection, and Article VII, Buffering and Screening – ***1st Reading tabled on Sept. 11 to time certain of Sept. 25, 2014 – Staff recommendation to table first reading pending public workshop***

* 8. **ORDINANCE** amending the Police Officers' Pension Plan Chapter 185 "Extra Multiplier" for FY 2013 and 2014, and adding an option to earn a fixed interest rate on payments made into the DROP – 2nd Reading, Adopt

* 9. **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 – 2nd Reading, Adopt

* 10. **ORDINANCE** amending Appendix "A," Fee Schedule of the Code of Ordinances, for Animals, Parks, Garbage Collection, Vehicles for Hire, Planning and Zoning Actions – 2nd Reading, Adopt

* 11. **ORDINANCE** amending the 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 board to hear Code violations and appeals – 2nd Reading, Adopt

* 12. **ORDINANCE** revising Municipal Code Chapter 46, Nuisances, Article IV, Section 46-251 through 46-258 to designate the Code Enforcement Board as the Nuisance Abatement Board for hearings, violations and appeals – 2nd Reading, Adopt

* 13. **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 Building Official and Code Enforcement Officers - 2nd Reading, Adopt

14. CITY MANAGER & ADMINISTRATIVE REPORTS

15. COMMISSIONER COMMENTS

16. 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:

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:

Putnam Co, Better Place Plan Committee (City Appointee)
Tree Committee – 2 vacancies
Code Enforcement Board – 1 vacancy (Alternate)
Board of Zoning Appeals – 2 vacancies (at-large)

CITY OF PALATKA

Proclamation

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire. Home fires killed more than 2,300 people in the United States in 2012, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 365,000 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; however, three of of five home fire deaths results from fires in properties without working smoke alarms, and in one-fifth of all homes with smoke alarms, none were working; and

WHEREAS, when smoke alarms should have operated but didn't, it was because batteries were missing, disconnected or dead. Residents should install smoke alarms and/or alert devices that meet the needs of people who are deaf or hard of hearing in every sleeping room, outside each separate sleeping area and on every level of the home; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half, and residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Palatka's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education. Palatka's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2104 Fire Prevention Week Theme, "Working Smoke Alarms Save Lives: Test Yours Every Month!" effectively serves to remind us that working smoke alarms give us the time to get out safely.

NOW, THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby endorse and proclaim the week of October 5 through 11, 2014 as

FIRE PREVENTION WEEK

throughout the City of Palatka, and I urge all citizens to to test their smoke alarms at least every month by pushing the test button, and to support the many public safety activities and efforts of the City of Palatka Fire Department during Fire Prevention Week 2014 and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Palatka to be affixed this 25th day of September, in the Year of Our Lord Two Thousand and Fourte

Commissioners:
Mary Lawson Brown
Allegra Kitchens
Phil Leary
James Norwood, Jr.

PALATKA CITY COMMISSION

By: Vernon Myers, MAYOR

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
ANNUAL UPDATE - Water Works Environmental Education Center - Shann Purinton, Dick Franz and Platt Drew

SUMMARY:
This is the annual update on the Water Works Environmental Education Center (WWEEC) work plan and progams, presented by the WWEEC Committee.

RECOMMENDED ACTION:
Presentation only - No action requested

ATTACHMENTS:

	Description	Type
D	Agenda Request	Attachment
D	PowerPoint Slides	Discussion

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/16/2014 - 4:42 PM
City Clerk	Driggers, Betsy	Approved	9/16/2014 - 4:42 PM
City Manager	Czymbor, Michael	Approved	9/17/2014 - 4:26 PM
Finance	Reynolds, Matt	Approved	9/18/2014 - 1:12 PM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 4:07 PM

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
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CITY OF PALATKA
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DONALD E. HOLMES
CITY ATTORNEY

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

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), fax (386-329-0199) or e-mail (bdriggers@palatka-fl.gov). Please note that without adequate supporting documentation or information, the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media (thumb drive, DVD, etc.) to the Clerk's Office in advance.

***Meeting agendas close at* 10:00 a.m. on the Friday two weeks prior to the next regularly scheduled Thursday City Commission meeting.** Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. *If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member.*

Name of Individual, Organization and/or Group making presentation or request: Dick Franz and Shirley Ann Purinton - Water Works Environ. Ed Center

Address: ~~1221~~ 1101 White Water Dr. Palatka, FL e-mail shannpurinton@gmail.com

Daytime Phone 386-325-9585 Other ph. — Fax

Requested meeting date: Sept. 25, 2014 *Meeting date assigned:* _____ *(For Clerk's Office Use Only)*

_____ Request for Commission Action; OR ✓ Presentation Only; no action required

Subject Matter you wish to address: Update on Water Works Environmental Education Center

(attach additional sheet if necessary)

Commission Action Requested, if any: _____

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

201 N. 2ND STREET • PALATKA, FLORIDA 32177
www.palatka-fl.gov
PHONE: (386) 329-0100
FAX: (386) 329-0106

Water Works
Environmental Education Center

Presentation to Palatka City Commission

By

Shann Purinton, Dick Franz, and Platt Drew

September 25, 2014

"THEN AND NOW" PHOTOS

- Water Works Building
- View from Ravines
- Along Whitewater Drive
- Tank walls and big pipes
- Brick Channel and Area
- Control Room
- View from Observation Deck
- Organic Garden Area
- Wildflower Walkway

SPECIAL EVENTS

- Dedication of the Organic Garden in Memory of Jim Townsend (August 4, 2013)
- Benefit Concert and Orange/Watermelon Festival (September 14, 2013)
- An Evening at Water Works (IHS Jazz Band and Culinary Arts Food to Welcome Tortoises (April 11, 2014)

ON-GOING PROJECTS

- Tours and Educational Activities
- Mowing and Grounds Maintenance
- Community Organic Garden
- Fruit Orchard
- Puc-Puggy Nature Trail
- Turtle and Sand Hill Habitat
- Displays and Artifacts in the Building
- Wildflower Walkway

NEW PROJECTS

- Connection with the Bartram Trails
- Restoration of Ponds/Wetland Area
- Construction of Lab/Research Room
- Reconstruction of Storm Water Drainage

Major Goals

- Continue to build student and community involvement in field trips, workshops, and presentations
- Restore the wetlands to incorporate both the cultural and natural systems
- Install directional and interpretative signage at strategic spots
- Develop an attractive and informative entrance to Water Works
- Explore ways to fence the northern and eastern boundaries of WWEEC.

We appreciate immensely all of our Volunteers!

Organizations:
FP&L
CSX
Clarke Company
Home Depot
Lowes
KPB
FWC
Rotary Clubs
Ravines Staff
Putnam County
School Personnel
City of Palatka Staff

Regular Volunteers
Dick Franz
Shann Purinton
Platt Drew
Dick Clark
Jim & Carol MacDonald
Jack & Sandy Kokernoot
Joan Gray
Patty Sheffield
Mary Rich
Susan & Russ Miller
Ray Martin
Joan Turnage
Roger Sandoz
Jimmie Moody
The Drew Family
The Sheffield Family

Gardeners
Lori Alwine
Jane Creel
Dick Franz
Joan Gray
George Hill
Taylor Ivy
Don Jacobovitz
Sheila Kuruvilla
Angelita Linguard
Cully Lord
Jessica Luchtel, Kat
Shann Purinton
Becky Ready
Mary Rich
Roger Sandoz
Patty Sheffield
Betty Jo Sunsbury
Joan Turnage

Value of Volunteers in Florida = $21 24 per hour
At least 10 people/wk put in 5 hrs each = 50 hrs x 52 = 2600 x @$20/hr = $52,000
Value of WW Volunteers over the past year = well over $50,000 or **PRICELESS!!**

Thank you for your interest and support!

Please come and visit us and/or volunteer at Water Works Environmental Education Center

Water Works
Environmental Education Center

Agenda Item

3a

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2104-10-118 authorizing the City Manager and City Clerk to execute and attest Ayres Associate's supplemental fee request for additional utility coordination efforts not to exceed $9,480.68 for the FEMA Hazard Mitigation 16th St. & St. Johns Avenue Drainage Project

SUMMARY:

See attached a request for additional fees from Ayres & Associates. This work is related to the coordination provided by them for the FEMA 16th Street and St. Johns Avenue storm water project. This work has already been provided as it was necessary to move the project forward without delay. At the time, Ayres was given no guarantee of payment for this work. However, the funds are available and were included in the overall project costs covered under FEMA grant 1840-06R. Approval of this request will not increase the estimated project cost or the City's share of the overall costs.

RECOMMENDED ACTION:

Adopt the resolution authorizing the City Manager and City Clerk to execute and attest Ayres & Associate's additional scope and supplemental fee proposal not to exceed $9,480.68 for additional utility coordination efforts for the 16th Street & St. Johns Avenue Drainage Project

ATTACHMENTS:

Description	Type
Ayres Supplenental Fee Resolution	Resolution
Supplemental Request	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	9/10/2014 - 9:41 AM
City Clerk	Driggers, Betsy	Approved	9/15/2014 - 12:07 PM
City Manager	Czymbor, Michael	Approved	9/17/2014 - 4:26 PM
Finance	Reynolds, Matt	Approved	9/18/2014 - 1:09 PM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 4:04 PM

RESOLUTION No.

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST AYRES ASSOCIATE'S SUPPLEMENTAL FEE REQUEST FOR ADDITIONAL UTILITY COORDINATION EFFORTS NOT TO EXCEED $9,480.68 FOR THE FEMA 16TH & ST. JOHNS AVENUE DRAINAGE HAZARD MITIGATION PROJECT

WHEREAS, on October 14, 2010 the City of Palatka (the **City**) entered into and agreement with the State of Florida Division of Emergency Management for drainage improvements along St. Johns Avenue from the intersection of 18th Street to 16th Street then South along 16th Street to Oak Street and then East along Oak Street to the intersection of 15th Street (the **Project**); and

WHEREAS, Ayres Associates is the engineer for the **Project**; and

WHEREAS, Ayres Associates has submitted a supplemental fee proposal for additional utility coordination efforts in connection with the Project; and

WHEREAS, the **City** deems it reasonable and necessary to authorize supplemental fees for additional utility coordination efforts.

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

1. That the City Manager is hereby authorized to execute and attest Ayres Associate's supplemental fee request for additional utility coordination efforts not to exceed $9,480.68 for the 16th St. & St. Johns Avenue FEMA Drainage Hazard Mitigation Project.

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

AYRES ASSOCIATES

March 13, 2014

Mr. Jonathan Griffith
City of Palatka, Florida
201 N. 2nd Street
Palatka, Florida 32177

Re: Hazard Mitigation Grant Program
FEMA Grant 1840-06-R
St. Johns Avenue Drainage Improvements
Bidding Assistance and Construction Administration Services
Supplemental Fee Request for Additional Utility Coordination Efforts

Dear Mr. Griffith:

Ayres Associates (Ayres) is requesting additional compensation for additional Utility Coordination efforts that were a result of unforeseen utility conflicts that became evident during the bidding phase of this project. The following is a description of the additional utility coordination services completed by Ayres to enable the project to be bid in accordance with the bidding schedule.

The additional effort to compile all the existing above/underground utilities included extensive coordination with the following utility agencies. Construction plans were distributed to all of the agencies and a call sunshine 811 design ticket was also requested.

Item 1 - Comcast Communication
Contacted James Graham and Rodney Hand – Emails and phone calls were made to obtain markup plans depicting Comcast utilities.

Item 2 - AT&T
Contacted Nathan Stephenson – Phone calls and emails were made/sent to determine existing AT&T utilities. Markup plans were provided to Ayres. Additionally, an estimated construction cost evaluation was completed to determine the cost to accommodate the existing AT&T duct bank located on the north side of St. Johns Avenue. Section 00 41 15 (BID FORM) of the specifications was revised to include respective utility allowance item. Compiled cost estimates for the conflict structures we know are going to be necessary to accommodate the AT&T duct bank.

Item 3 - FPL
Contacted Michelle K. Usry – Extensive coordination was necessary with this agency to determine the potential construction approach to avoid/reduce relocation of the existing FPL poles. Two poles will be held during construction to avoid relocation. Construction plans and sketches were provided to Michelle to facilitate final location of the FPL pole to be relocated (16Th Street and Oak Street).

Item 4 - City of Palatka Utility Department
Contacted Shawn Ladd – Additional field investigation was performed to establish the approximate invert elevations for the existing sewer line at 16Th Street and Oak Street. This utility information was included in the Bid Addendum No. 1. Also Coordinated with Shawn on conflict structures associated with the gravity sewer within the project limits.

Item 5 - Palatka Gas Authority
Contacted Donald E. Kitner – Construction plans were sent to Donald requesting sizes and material of the existing gas lines. As part of Bid Addendum No. 1, the plans were revised to include the additional gas utility information.

A breakdown of hours per item and total of the additional compensation is shown in the following table. The billing rates used are from those established in the approved Post Design Services contract.

	LABOR CATEGORIES / HRLY BILLING RATES			
Item	Principal $ 248.82	Project Manager $ 185.02	CADD Designer $ 127.60	Total
1	0.5	1	4	$ 819.83
2	1	3	12	$ 2,335.08
3	0.5	2	14	$ 2,280.85
4	1	3	16	$ 2,845.48
5	1	1	6	$ 1,199.44
Total				**$ 9,480.68**

Ayres appreciates your consideration and approval of reimbursement for the additional utility coordination services as requested and outlined above in the lump sum amount of **$9,480.68**.

Sincerely,

Ayres Associates Inc

David K. Kemp
Manager-Jacksonville

Agenda Item

3b

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
Authorize renewal of Palatka Daily News Advertising Contract effective October 1, 2014

SUMMARY:
This contract renews annually and the rates are based upon the estimated amount of display advertising we will generate for the year. If the City exceeds the estimated contract amount of advertising, the rate per inch will decrease.

RECOMMENDED ACTION:
Authorizing execution of renewal contract with Palatka Daily News as the paper of record for display advertising effective October 1, 2014.

ATTACHMENTS:

	Description	Type
D	Renwal Advertising contract	Attachment

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/16/2014 - 3:39 PM
City Clerk	Driggers, Betsy	Approved	9/16/2014 - 3:39 PM
City Manager	Czymbor, Michael	Approved	9/17/2014 - 4:26 PM
Finance	Reynolds, Matt	Approved	9/18/2014 - 1:09 PM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 4:04 PM

ADVERTISING CONTRACT

PALATKA DAILY NEWS

1. This contract applies to space used for advertising in the Palatka Daily News by the business named below.
2. It is understood by the advertiser that if this contract is not fulfilled during the period specified in the rate card, the advertiser will pay the Palatka Daily News the difference between the rate granted and the rate which should have applied during the term of this agreement.
3. Advertisers will be billed monthly. All rates are net and non-commissionable. Payment is due by the 15th of the month. All advertising for accounts not paid by the 30th may be discontinued until payment is received in full.
4. Past due accounts will be charged 1.5% per month on all accounts due for 30 days or more (annual interest rate is 18%).
5. If at any time the Palatka Daily News exercises its right to revise the rates effective in this agreement, which right is hereby reserved by the Palatka Daily News, the advertiser may cancel this agreement without adjustment charges. Continued participation by the advertiser into period by revised rates without written cancellation notice will constitute acceptance of revised rates as a part of this agreement for the remainder of agreement period
6. In the case of advertisements published with errors in copy, etc., that are clearly the fault of the Palatka Daily News, that portion of the advertisement which is in error (or a sufficient portion of the ad necessary to clarify the error) shall be repeated at no charge to the advertiser in the next available issue. If this is impractical, a partial adjustment to the price of the ad may be made. The Publisher will make such decisions.
7. For value received, advertiser hereby assigns to the Palatka Daily News, all rights, title and interest to all layouts of advertisements placed with the above named company which represent the creative effort of the newspaper and/or utilization of its own illustrations, labor, composition or material, and consents such cannot be reproduced by others without the permission of the Palatka Daily News.
8. Advertisers are solely responsible for the content of all advertisements published at the request of it or its agent and shall indemnify, defend, and hold harmless publisher for any claim or lawsuit arising out of the advertisements.
9. Advertiser agrees to indemnify the Palatka Daily News for all expenses it may incur to enforce collection of any amount due under this agreement and advertiser agrees to pay reasonable attorneys' fees, court costs, and collection fees incurred in such collection.

The Palatka Daily News at P. O. Box 777, Palatka, Florida, 32178, is hereby authorized to publish advertising for the undersigned in the Palatka Daily News in the amounts and according to the terms as following:

WEEKLY FREQUENCY CONTRACT:

NO. OF WEEKS: _____ INCHES: _____ RUN DAYS: M___ T___ W___ T ___ F___

RATE PER INCH: _____ BEGINNING DATE OF CONTRACT _____

PAPERS _____

ANNUAL VOLUME CONTRACT:

INCHES: 750-1499 RATE PER INCH: $19.37 BEGINNING DATE OF CONTRACT: October 1, 2014 - September 30, 2014

AND/OR ***PREPRINTED INSERTS PER YEAR:*** _____#

ACCOUNT SIGNATURE _____

ACCOUNT NAME: City of Palatka

ADDRESS: 201 North 2nd Street, Palatka, FL 32177

ADV. REPRESENTATIVE: Mary Kaye Wells

DATE SIGNED: _____

ACCEPTED FOR PALATKA DAILY NEWS BY: _____

Agenda Item

3c

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
Grant permission to exceed allowable noise levels for Special Events Permit No. 14-47, FLW Fishing Tournament - Thursday, October 2, 2014 and Friday, October 3, 2014 from 5 a.m. to 6 p.m., and also Saturday, October 4, 2014 from 5 a.m. to 9 a.m. - FLW/ Alan Gray, Applicant.

SUMMARY:
While Class B special events can be approved by the Special Events Coordinator, this application contains a request to exceed allowable noise levels (for amplified announcement and recorded music) that must go before the City Commission for approval.

RECOMMENDED ACTION:
Grant permission to exceed allowable noise levels during the FLW Fishing Tournament on Thursday, October 2, 2014 and Friday, October 3, 5 a.m. to 6 p.m.; and Saturday, October 4, 2014 from 5 a.m. to 9 a.m.

ATTACHMENTS:

Description	Type
Application	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	9/18/2014 - 9:57 AM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 10:52 AM
City Manager	Czymbor, Michael	Approved	9/18/2014 - 12:52 PM
Finance	Reynolds, Matt	Approved	9/18/2014 - 1:11 PM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 4:07 PM

APPLICATION # 14-47

(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. FLW
   b. CONTACT PERSON Alan Gray TELEPHONE 270-703-5441
   c. 30 Gamble Ln, Benton, Ky 42025 FAX # _____
2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE
   N A
   a. CONTACT PERSON _____ TELEPHONE _____
   b. _____ FAX # _____
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Fishing Tournament
4. _____
5. **DATE & HOURS OF DESIRED USE:** 10/2/14 - 10/4/14 6am - 6pm each day
6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
7. ROAD CLOSURES: None
8. REQUEST FOR NOISE VARIANCE(Dates and Times): None
9. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): None
10. ESTIMATE OF ANTICIPATED ATTENDANCE 400
11. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT Stage Trailer (one)
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** 300.00
    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.

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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.

4.30.14 _____
DATE SIGNATURE OF APPLICANT

APPROVED:

_____ 4/17/14
SPECIAL EVENTS COORDINATOR DATE

_____ 4/17/14
CHIEF OF POLICE 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.)

Revised: 2/28/13

CITY OF PALATKA
PLANNING MEETING
PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: _____ Special Events Coordinator: _____

☐ Site Sketch Provided
☐ Tentative Schedule of Events

Event Classification:
Class A ☐
Class B ☐
Class C ☐

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

Name of Special Event/ Production: FLW

Type of Event: Fishing Tournament

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

Fishing

Location of Event: Palatka City Park + City Dock

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

	Date	Day	Begin	End
Event Day 1	10/2/14	Thurs.	5:00 AM/PM	6:00 AM/PM
Event Day 2	10/3/14	Friday	5:00 AM/PM	6:00 AM/PM
Event Day 3	10/4/14	Saturday	5:00 AM/PM	9:00 AM/PM
Event Day 4			AM/PM	AM/PM

Set-up for event will begin on (Date) 10/2/14 at (time) 5:00 am

Break down will be completed by (Date) 10/4/14 at (time) 9:00 am

Revised: 2/28/13

Event Sponsor/Organization FCW

Name of Promoter: _____ 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 $_____ Per day X _____ Days $_____

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) $_____

Revised: 2/28/13

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

APPLICANT INFORMATION:

Name: Alan Gray
Telephone: 270-703-5441 Fax: 270-252-1001 Cellular: 270-703-5441
Address: 30 Gamble Ln. Benton, Ky 42025

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

Other Contacts/ Key Holders:

Name: Dana Jones (Putnam Chamber + TDC)
Telephone: 396-328-1503 Fax: _____ Cellular: 386 546-6303

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

☐ Estimated Peak Number of Participants (each day of event): Day 1 400
Day 2 400 Day 3 50 Day 4 _____ Day 5 _____

☐ Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: None

☐ Number and proposed location of fire protection services: None

☐ Inspection(s)- Date and time requested: None

☐ Electrician Services- Date and time requested: None

☐ Emergency medical services: Ambulance Locations(s) (note on site map): None

Number of EMS Personnel required: None

☐ Number and proposed location for portable toilets: (note location on site map) None

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

- ☐ Number and location of temporary signs/banners: 11 signs @ city park
- ☐ Number and location of promotional visual effects: None
- ☐ Watercraft: 1 Ranger Bass Boat
- ☐ Aircraft: _____
- ☐ Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): 11 signs @ City Park
- ☐ Date(s) and times of setup/ breakdown: set @ 5:00 am/ breakdown @ 9:00 am.
- ☐ Name(s) and Type of Musical Bands to Perform (dates & times of performance): None
- ☐ Noise Abatement Requirements: None
- ☐ Adjoining Properties Impacted (Notification needed?): None
- ☐ Location, Dates and Times for Alcohol Ordinance Open Container Waiver: None
- ☐ Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): None
- ☐ Handicapped Accessibility: None

Items Outstanding:

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

- ☐ Nonprofit Articles of Incorporation, Charter and Mission Statement
- ☐ Consent Letter (event property): property owners on which Special Event location is held (if not held on city property)
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Schedule Fire, Building/Electrical Inspections
- ☐ Schedule Pre/Post Sanitation Inspections
- ☐ Example of Special Event vendor permits provided
- ☐ Special Event Certificate of Insurance- City as "Additional Insured"
  (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
  List Certificates required, None
- ☐ Alcohol Liability Certificate of Insurance- City as "Additional Insured"
- ☐ Required Permits (federal, state, local): State, local
- ☐ Alcohol License (copy)
- ☐ _____
- ☐ _____
- ☐ _____

PRE-PLANNING MEETING

Name of Special Event: _____ Date_____

Persons Attending Planning Meeting:

Name	Representing	Position	Phone #

City of Palatka
07/22/2014 10:41 CDD

FLW, LLC RIVERFRONT - PARK-RECREATION FEES

D004558	AMOUNT
FMSD FLW, LLC RIVERFRONT - PA	300.00
2014 BFL REGIONAL	
ALAN GRAY	
30 GAMBLE LN BENTON KY 42025	
270-703-5441	
FISHING TOURNAMENT 10/2/ - 10/4/14	

PAYMENT RECEIVED	AMOUNT
CHECK: 16795	300.00
TOTAL	300.00

DIVISION 3. SPECIAL EVENT TERMS AND CONDITIONS

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

(a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the city for:

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

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

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

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

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

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

FLW

City of Palatka

Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDAUL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

_____ 9.9.14

Signature of Applicant Date

Philip Alan Gray Jr.

Print Name of Applicant

****

State of _____ County of _____

The foregoing application is acknowledged before me this _____day of _____, 20_____, by _____, who is personally known to me, or who has/have produced _____as identification.

NOTARY SEAL _____

Signature of Notary Public, Sate of _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
333 South 7th Street, Suite 1400
Minneapolis, MN 55402-2400
Attn: Minneapolis.CertRequest@marsh.com FAX:212-948-0114

038661-STND-XS25-13-14

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Company	23043
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : N/A	N/A
INSURER E : N/A	N/A
INSURER F : N/A	N/A

INSURED
FLW, LLC
30 Gamble Lane
Benton, KY 42025-7673

COVERAGES

CERTIFICATE NUMBER: CHI-005025507-01 REVISION NUMBER: 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			NYAAKRGD003	12/01/2013	12/01/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X S.I.R. - Any One Accident						PERSONAL & ADV INJURY	$ 1,000,000
	or Occurrence: $10,000						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: BFL Regional Championship tournament to be held October 2-4, 2014 at Palatka Riverfront Park

City of Palatka is/are included as additional insured where required by written contract with respect to General Liability Coverage.

CERTIFICATE HOLDER

City of Palatka
Attn: Julie
101 Memorial Parkway
Palatka, FL 32177

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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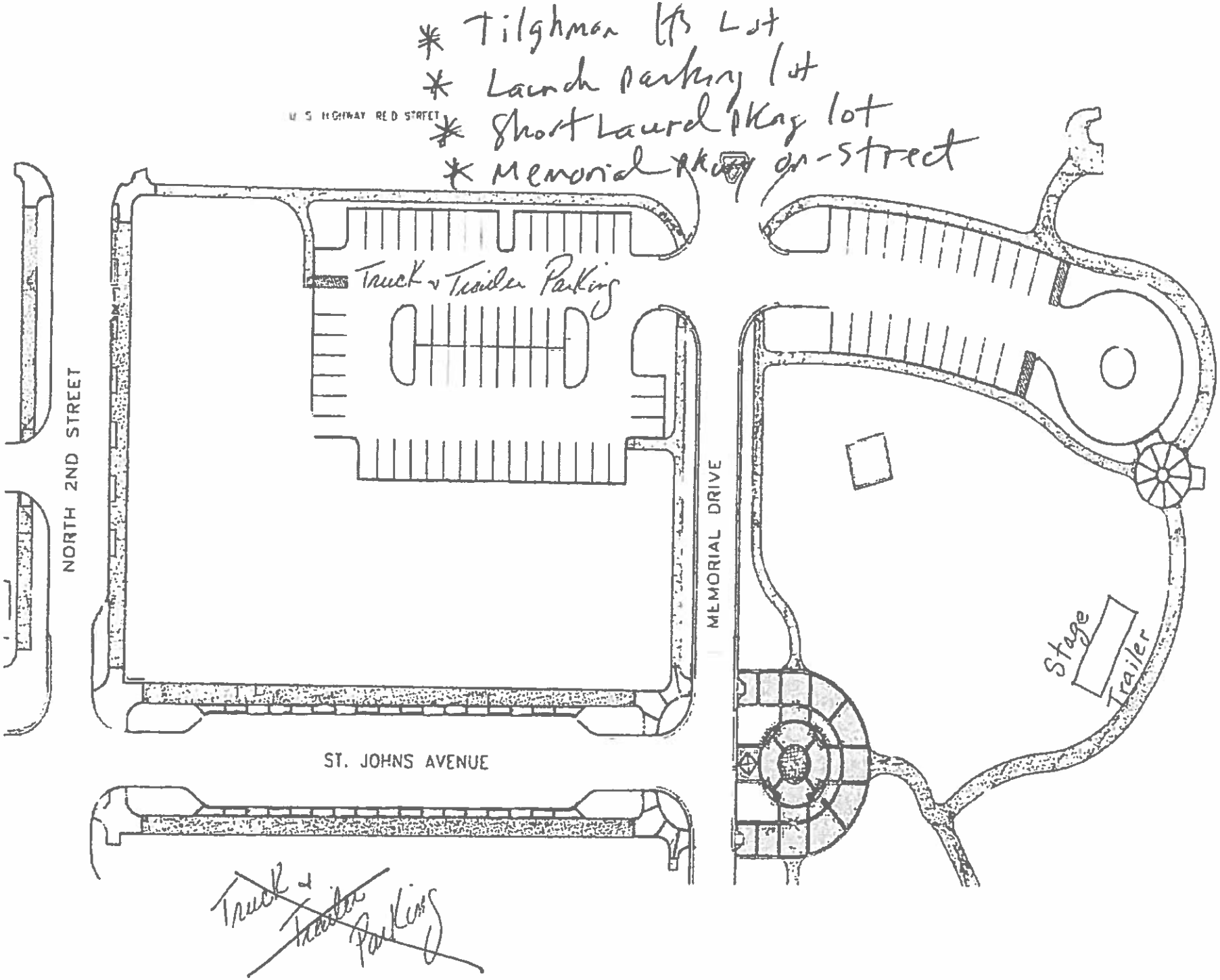
* Tilghman Lot
* Launch parking lot
* Short Laurel Pkg lot
* Memorial Pkg on-street
U S HIGHWAY RED STREET
NORTH 2ND STREET
Truck & Trailer Parking
MEMORIAL DRIVE
Stage
Trailer
ST. JOHNS AVENUE
Truck & Trailer Parking

Agenda Item

3d

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
Grant permission to exceed allowable noise levels for Special Events Permit No. 14-30, Florida Bass Federation State Championship Saturday, October 11, 2014 and Sunday, October 12, 2014 from 5 a.m. until 5 p.m.- Florida Bass Federation Joe Nickol, Applicant.

SUMMARY:
While Class B special events can be approved by the Special Events Coordinator, this application contains a request to exceed allowable noise levels (for amplified announcement and recorded music) that must go before the City Commission for approval.

RECOMMENDED ACTION:
Grant permission to exceed allowable noise levels throughout the during the Florida Bass Federation State Championship on Saturday, October 11, 2014 and Sunday, October 12, 2014 from 5 a.m. until 5 p.m.

ATTACHMENTS:

Description	Type
Florida Bass Federation State Championship Special Events Permit No. 14-25	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	9/17/2014 - 10:10 AM
City Clerk	Driggers, Betsy	Approved	9/17/2014 - 5:00 PM
City Manager	Czymbor, Michael	Approved	9/17/2014 - 5:05 PM
Finance	Reynolds, Matt	Approved	9/18/2014 - 1:11 PM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 4:06 PM

APPLICATION # 14-25

(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
FEB 05 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. FLORIDA BASS FEDERATION
   b. CONTACT PERSON L.M. SLOAN TELEPHONE 904-705-2430
   c. _____ FAX # _____
2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY. IF DIFFERENT FROM ABOVE Florida Bass Federation
   a. CONTACT PERSON Joe Nickol TELEPHONE 386-447-9677 / 386-546-8720
   b. _____ FAX # _____
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY STATE CHAMPIONSHIP
4. _____
5. **DATE & HOURS OF DESIRED USE:** OCTOBER 11/12 2014 SAFE LIGHT UNTIL 3PM
6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.) City Dock
7. ROAD CLOSURES: NONE
8. REQUEST FOR NOISE VARIANCE(Dates and Times): 10/11 / 10/12 5AM TO 8AM
9. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): _____
10. ESTIMATE OF ANTICIPATED ATTENDANCE 250 PEOPLE - 80 BASS BOATS
11. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT 70 TO 80 TRUCKS + BASS BOATS
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**
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    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.

Revised: 2/28/13

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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.

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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.

1/31/14 _____
DATE SIGNATURE OF APPLICANT

APPROVED:

_____
SPECIAL EVENTS COORDINATOR DATE

_____ 8/18/14
CHIEF OF POLICE 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.)

Revised: 2/28/13

CITY OF PALATKA
PLANNING MEETING
PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: August 18, 2014 Special Events Coordinator: Thad Cleave

		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: FLORIDA BASS FEDERATION

Type of Event: STATE CHAMPIONSHIP BASS TOURNAMENT

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

Location of Event: CITY DOCKS

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

	Date	Day	Begin		End	
Event Day 1	10/10/14	FRIDAY	5	AM/PM	3	AM/PM
Event Day 2	10/11/14	SATURDAY	5	AM/PM	4	AM/PM
Event Day 3	10/12/14	SUNDAY	5	AM/PM	5	AM/PM
Event Day 4				AM/PM		AM/PM

Set-up for event will begin on (Date) 10/10/14 at (time) 3PM

Break down will be completed by (Date) 10/12/14 at (time) 4 PM

Revised: 2/28/13

Page 3

Event Sponsor/Organization _____

Name of Promoter: _____ 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 (Class B only-no charge during regular working hours

Parks Personnel # Personnel _____ X _____Hours @ $14/hour $ _____

Sanitation Personnel # Personnel _____ X _____Hours @ $14/hour $ _____

Utilities Personnel # Personnel _____ X _____Hours @ $14/hour $ _____

Sanitation Equipment Fee

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

Additional Charges (List)

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) $_____

Revised: 2/28/13

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

APPLICANT INFORMATION:

Name: FLORIDA BASS FEDERATION
Telephone: 904-705-2430 Fax: _____ Cellular: SAME
Address: 12171 TRAVERTINE TR.

Name: JOE NICKOL
Telephone: 386.467.9677 Fax: _____ Cellular: 386.546.8726
Address: 102 BROWNS Fish Camp RD, CRESCENT CITY, FL 32112

Other Contacts/ Key Holders:

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

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

☐ Estimated Peak Number of Participants (each day of event): Day 1 160
Day 2 160 Day 3 160 Day 4 _____ Day 5 _____

☐ Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: NONE

☐ Number and proposed location of fire protection services: ONE IN TOURNAMENT TRAILER

☐ Inspection(s)- Date and time requested: 10/10/14 - 5PM

☐ Emergency medical services: Ambulance Locations(s) (note on site map): NONE

Number of EMS Personnel required: _____

☐ Number and proposed location for portable toilets: (note location on site map) NONE

- ☐ Carnival location (if any) (note location on site map) NA
- ☐ Number of sanitation roll-out containers required NA
- ☐ Location of parking/transportation services, if any: _____
- ☐ Type Transport Vehicles (Van, Buses, etc.) _____
- ☐ Location of security and emergency vehicle parking on site: NA
- ☐ Public street barricades/street closures/detours: (note locations on site map) NA
- ☐ Temporary Parking, directional Signage needed: NA
- ☐ Main emergency vehicle access to site (location-also note on site map): NA
- ☐ 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) NA
- ☐ Number and location of static/mobile displays (note on site map): NA
- ☐ Location of event staff management (headquarters): _____
- ☐ Staff Uniform Identification: _____
- ☐ Main sound system location: _____
- ☐ 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: NA

- ☐ Number and location of promotional visual effects: _____

- ☐ Watercraft: _____

- ☐ Aircraft: _____

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

- ☐ Date(s) and times of setup/ breakdown: 10/10/14 4PM 10/12/14 4PM

- ☐ Name(s) and Type of Musical Bands to Perform (dates & times of performance): NA

- ☐ Noise Abatement Requirements: NA

- ☐ Adjoining Properties Impacted (Notification needed?): _____

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

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

- ☐ Handicapped Accessibility: _____

Items Outstanding:

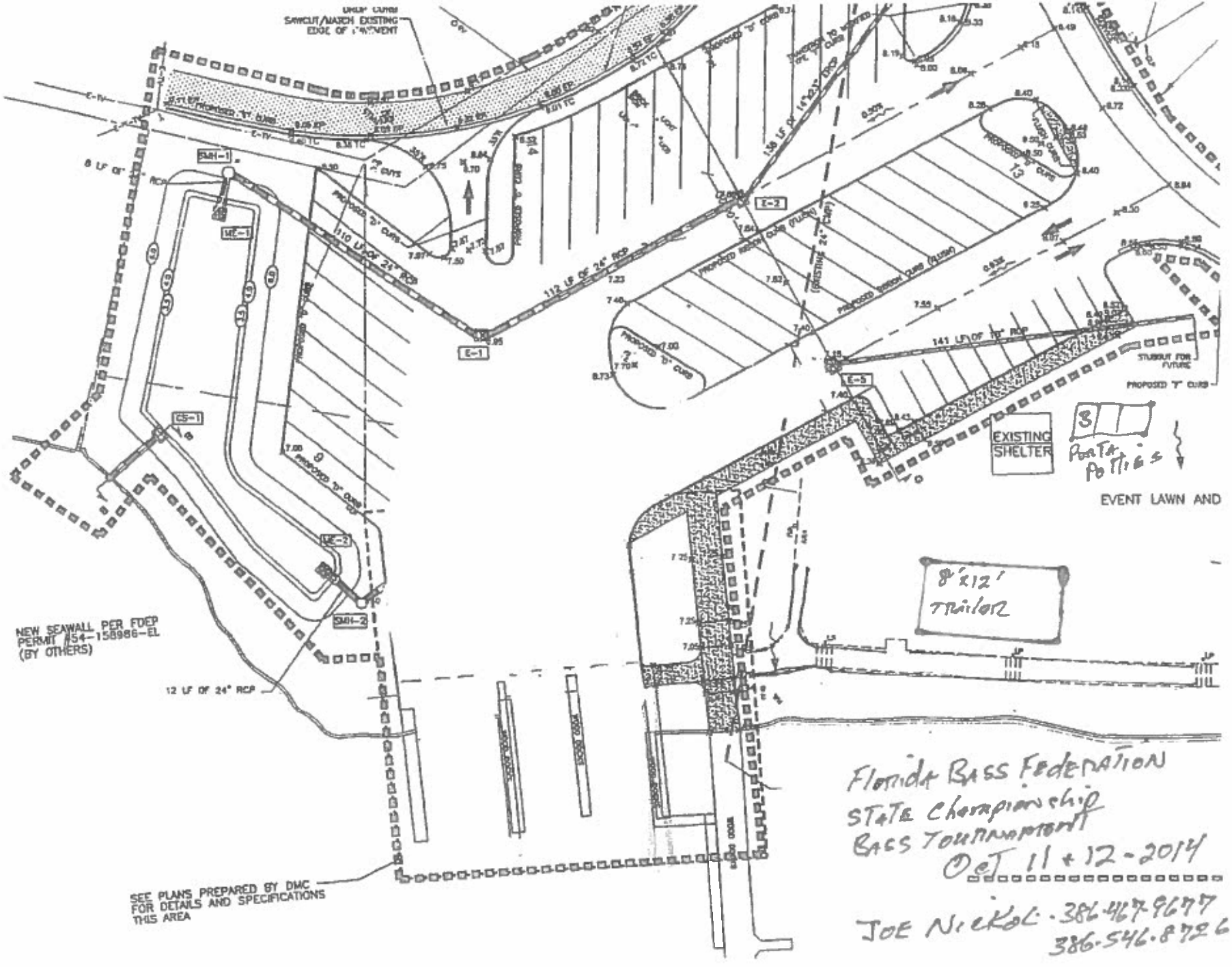
- ☐ Outstanding Fees: $ _____
- ☐ Site Plan Sketch
- ☐ 501(C) (3) Certificate of Exemption

City of Palatka
02/05/2014 15:01 CDD

JOE NICKOL/ SPECIAL EVENT PERMIT FEES 10/11-10/12/2014

D004031	AMOUNT
FMSD SPECIAL EVENT PERMIT F	200.00

PAYMENT RECEIVED	AMOUNT
VS / 5312	200.00
TOTAL	200.00


SAWCUT/MATCH EXISTING EDGE OF PAVEMENT
SMH-1
ME-1
CS-1
ME-2
SMH-2
E-1
E-2
E-5
110 LF OF 24" RCP
112 LF OF 24" RCP
141 LF OF 18" RCP
8 LF OF 24" RCP
12 LF OF 24" RCP
PROPOSED "D" CURB
PROPOSED "T" CURB
STUBOUT FOR FUTURE
EXISTING SHELTER
3
Porta Potties
EVENT LAWN AND
8'x12' Trailer
NEW SEAWALL PER FDEP PERMIT #54-158986-EL (BY OTHERS)
SEE PLANS PREPARED BY DMC FOR DETAILS AND SPECIFICATIONS THIS AREA
Florida Bass Federation
State Championship
Bass Tournament
Oct 11 + 12 - 2014
Joe Nickol · 386-467-9677
386-546-8726

Agenda Item

3e

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
Grant permission to exceed allowable noise levels for Special Events Permit No. 14-25, Florida Bass Nation State Championship on October 18, 2014 through October 19, 2014 from 4 a.m. until 6 p.m.- Florida Bass Nation; David Driggers, Applicant.

SUMMARY:
While Class B special events can be approved by the Special Events Coordinator, this application contains a request to exceed allowable noise level (for amplified announcement and recorded music) that must go before the City Commission for approval.

RECOMMENDED ACTION:
Grant permission to exceed allowable noise levels throughout the during Florida Bass Nation State Championship on Saturday, October 18, 2014 throughout October 19, 2014 from 4 a.m. until 6 p.m.

ATTACHMENTS:

Description	Type
Application	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	9/17/2014 - 10:08 AM
City Clerk	Driggers, Betsy	Approved	9/17/2014 - 5:01 PM
City Manager	Czymbor, Michael	Approved	9/17/2014 - 5:05 PM
Finance	Reynolds, Matt	Approved	9/18/2014 - 1:11 PM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 4:06 PM

APPLICATION # 14-30
(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
FEB 26 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. Florida Bass Nation
   b. CONTACT PERSON David E. Driggers TELEPHONE 407-455-3903
   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 Florida Bass Nation
4. State Championship
5. DATE & HOURS OF DESIRED USE: 10/18-19/2014 4am-6pm
6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
   City Dock; Amphitheater
7. ROAD CLOSURES:
8. REQUEST FOR NOISE VARIANCE(Dates and Times):
9. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location).
10. ESTIMATE OF ANTICIPATED ATTENDANCE 200 Anglers
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. 4 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.

2/26/14
DATE

Thomas A McCarty
SIGNATURE OF APPLICANT

APPROVED:

SPECIAL EVENTS COORDINATOR DATE

8/18/14
CHIEF OF POLICE 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.)

APPLICATION # 14-30
(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
FEB 26 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. Florida Bass Nation
   b. CONTACT PERSON David E. Driggers TELEPHONE 407-455-3903
   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 Florida Bass Nation
4. State Championship
5. **DATE & HOURS** OF DESIRED USE: 10/18-19/2014 4am-6pm
6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
   City Dock; Amphitheater
7. ROAD CLOSURES: _____
8. REQUEST FOR NOISE VARIANCE(Dates and Times): 10/18-19/2014 4am-6pm
9. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location) _____
10. ESTIMATE OF ANTICIPATED ATTENDANCE 200 Anglers
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.

2/26/14 _____ Thomas A McCarty _____
DATE SIGNATURE OF APPLICANT

APPROVED:

_____
SPECIAL EVENTS COORDINATOR DATE

_____
CHIEF OF POLICE 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: _____ Special Events Coordinator: _____

		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: Florida Bass Nation

Type of Event: Florida Bass Nation State Championship

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

Location of Event: Riverfront Park

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

	Date	Day	Begin	End
Event Day 1	10/18/14	Saturday	4 AM/PM	6 AM/PM
Event Day 2	10/19/14	Sunday	4 AM/PM	6 AM/PM
Event Day 3			AM/PM	AM/PM
Event Day 4			AM/PM	AM/PM

Set-up for event will begin on (Date) 10/17/14 at (time) 11 am

Break down will be completed by (Date) 10/19/14 at (time) 8 pm

Revised: 1/22/01

Event Sponsor/Organization _____

Name of Promoter: _____ 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 (Class B only-no charge during regular working hours

Parks Personnel # Personnel _____ X _____ Hours @ $14/hour $ _____

Sanitation Personnel # Personnel _____ X _____ Hours @ $14/hour $ _____

Utilities Personnel # Personnel _____ X _____ Hours @ $14/hour $ _____

Sanitation Equipment Fee

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

Additional Charges (List)

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) $_____

Revised: 1/22/01

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

APPLICANT INFORMATION:

Name: David E. Driggers
Telephone: 407-455-3903 Fax: _____ Cellular: _____
Address: _____

Name: Tom Mahoney
Telephone: 813-363-5961 Fax: _____ Cellular: _____
Address: _____

Other Contacts/ Key Holders:

Name: Tom Bateman
Telephone: 321-431-5835 Fax: _____ Cellular: _____

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

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

☐ Inspection(s)- 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) _____

- ☐ 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) _____
- ☐ 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): _____
- ☐ Staff Uniform Identification: T-Shirts
- ☐ Main sound system location: _____
- ☐ 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: _____
_____

- ❒ Name(s) and Type of Musical Bands to Perform (dates & times of performance): _____
_____
_____

- ❒ Noise Abatement Requirements: _____
_____

- ❒ Adjoining Properties Impacted (Notification needed?): _____
_____

- ❒ 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

- ☐ Nonprofit Articles of Incorporation, Charter and Mission Statement
- ☐ Consent Letter (event property): property owners on which Special Event location is held (if not held on city property)
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Schedule Fire, Building/Electrical Inspections
- ☐ Schedule Pre/Post Sanitation Inspections
- ☐ Example of Special Event vendor permits provided
- ☐ Special Event Certificate of Insurance- City as "Additional Insured"
  (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
  List Certificates required, _____

  _____
- ☐ Required Permits (federal, state, local): _____
- ☐ Alcohol License (copy)
- ☐ _____
- ☐ _____
- ☐ _____

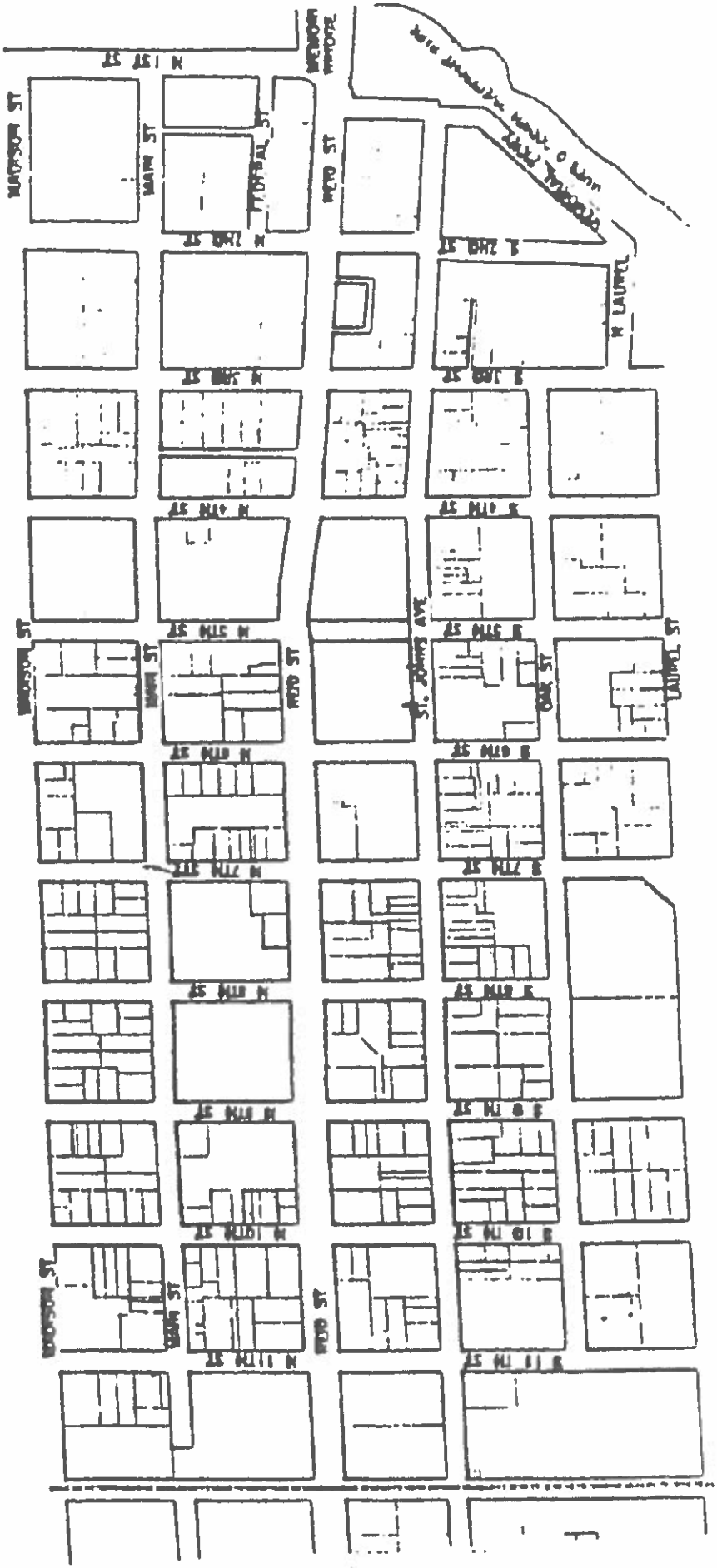
PRE-PLANNING MEETING

Name of Special Event: _____ Date_____

Persons Attending Planning Meeting:

Name	Representing	Position	Phone #

Downtown Palatka



City of Palatka
02/26/2014 13:45 CDD

FLORIDA BASS FEDERATION NATION/ SPECIAL EVENTS PERMIT

D004093	AMOUNT
FMSD SPECIAL EVENTS PERMIT	200.00

PAYMENT RECEIVED	AMOUNT
CHECK: 1542	100.00
VS / 1851	100.00
TOTAL	200.00

CITY OF PALATKA
City Hall
201 N. 2nd Street
PALATKA, FLORIDA 32177
386-329-0100

Customer's Order No. _____ Date 2/26/14 20__

Name Florida Bass Federation Nation

Address P.O. Box 7155

Lakeland Fl. 33807 Phone: 407-455-3908

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

QUAN.	DESCRIPTION	PRICE	AMOUNT
1600	Special Events Class B		100 00
	on 10/18/14 - 10/19/14		100 00

RECEIVED
FEB 26 2014
BY: _____

CK # 1542

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

TAX		
TOTAL	200	00

44351 Received By KW

Thank You

FOLSOM BUSINESS FORMS, OCALA, FLORIDA 352-629-1001

Agenda Item

3f

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
Grant permission to exceed allowable noise levels for Special Events Permit No. 14-39, Oakley Fishing Tournament - October 25, 2014 through October 26, 2014 from 6 a.m. until 3 p.m. - Oakley Fishing/ Keith Odom, Applicant.

SUMMARY:
While Class B special events can be approved by the Special Events Coordinator, this application contains a request to exceed allowable noise levels (for amplified announcement) that must go before the City Commission for approval.

RECOMMENDED ACTION:
Grant permission to exceed allowable noise levels during the Oakley Fishing Tournament on October 25, 2014 through October 26, 2014 from 6 a.m. until 3 p.m.

ATTACHMENTS:

Description	Type
Application	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	9/17/2014 - 4:22 PM
City Clerk	Driggers, Betsy	Approved	9/17/2014 - 5:04 PM
City Manager	Czymbor, Michael	Approved	9/17/2014 - 5.04 PM
Finance	Reynolds, Matt	Approved	9/18/2014 - 1:12 PM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 4:07 PM

APPLICATION # 14-39
(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
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. Oakley Fishing 4747 Research Forest Dr Suite 180-244 The Woodlands TX 77381
   b. CONTACT PERSON Keith Odom TELEPHONE 713.502.6200
   c. FAX # 877.459.4429
2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE
   Putnam County Tourist Development Council
   a. CONTACT PERSON Dana Jones TELEPHONE 386-328-1503
   b. FAX #
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Fishing Tournament
4. 2 Day Big Bass Format
5. **DATE & HOURS** OF DESIRED USE: October 25th and 26th 6am till 3pm
6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
   City Dock
7. ROAD CLOSURES: none
8. REQUEST FOR NOISE VARIANCE(Dates and Times): na
9. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): na
10. ESTIMATE OF ANTICIPATED ATTENDANCE 200 spectators and est 400 anglers
11. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT 45' toy hauler, stage, release tank and 2-3 automobiles.
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: x **$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.

05/25/2014 — Keith Dion

DATE — SIGNATURE OF APPLICANT

APPROVED:

9/17/14

SPECIAL EVENTS COORDINATOR — DATE

9/22/14

CHIEF OF POLICE — 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.)

Revised: 2/28/13

CITY OF PALATKA
PLANNING MEETING
PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: _____ Special Events Coordinator: _____

☐ Site Sketch Provided
☐ Tentative Schedule of Events

Event Classification:
Class A ☐
Class B ☐
Class C ☐

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

Name of Special Event/ Production: Florida Big Bass Classic

Type of Event: Fishing Tournament

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: Riverfront Park

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

	Date	Day	Begin	End
Event Day 1	Oct 25	Sat	6 AM/	3 /PM
Event Day 2	Oct 26	Sun	6 AM/	3 /PM
Event Day 3			AM/PM	AM/PM
Event Day 4			AM/PM	AM/PM

Set-up for event will begin on (Date) Friday Oct 24th at (time) 10 am

Break down will be completed by (Date) Sunday Oct 26 at (time) 6 pm

Revised: 2/28/13

Event Sponsor/Organization Oakley Fishing

Name of Promoter: Keith Odom 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 $ 50 Per day X 2 Days $ 100.00

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) $ 100.00

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

APPLICANT INFORMATION:

Name: Keith Odom – Oakley Fishing
Telephone: 877-958-8687 Fax: 877-459-4429 Cellular: 713-502-8200
Address: 4747 Research Forest Dr Suite 180-244 The Woodlands TX 77381

Name: Dana Jones - Local Contact
Telephone: 386-328-1503 Fax: Cellular:
Address: 1100 Reid Street, Palatka, FL 32177

Other Contacts/ Key Holders:

Name: Mark Jones
Telephone: Fax: Cellular: 214-605-4600

Name:
Telephone: Fax: Cellular:

☐ Estimated Peak Number of Participants (each day of event): Day 1 500
Day 2 500 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: none

☐ Number and proposed location of fire protection services: none

☐ Inspection(s)- Date and time requested:

☐ Electrician Services- Date and time requested:

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

Number of EMS Personnel required: na

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

- ☐ 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) _____
  _____
- ☐ 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): _____
  _____
- ☐ Staff Uniform Identification: _____
- ☐ Main sound system location: _____
- ☐ 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: _____
_____

- ☐ Name(s) and Type of Musical Bands to Perform (dates & times of performance): _____
_____
_____

- ☐ Noise Abatement Requirements: _____
_____

- ☐ Adjoining Properties Impacted (Notification needed?): _____
_____

- ☐ 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

- ☐ Nonprofit Articles of Incorporation, Charter and Mission Statement
- ☐ Consent Letter (event property): property owners on which Special Event location is held (if not held on city property)
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Schedule Fire, Building/Electrical Inspections
- ☐ Schedule Pre/Post Sanitation Inspections
- ☐ Example of Special Event vendor permits provided
- ☐ Special Event Certificate of Insurance- City as "Additional Insured"
  (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
  List Certificates required, _____
  _____
- ☐ Alcohol Liability Certificate of Insurance- City as "Additional Insured"
- ☐ Required Permits (federal, state, local): _____
- ☐ Alcohol License (copy)
- ☐ _____
- ☐ _____
- ☐ _____

PRE-PLANNING MEETING

Name of Special Event: _____ Date_____

Persons Attending Planning Meeting:

Name	Representing	Position	Phone #

DIVISION 3. SPECIAL EVENT TERMS AND CONDITIONS

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

(a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the city for:

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

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

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

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

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

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

OAKLEY

City of Palatka

Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDAUL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

Keith Odom _____ 09/05/2014 _____

Signature of Applicant Date

Keith Odom - Oakley Fishing

Print Name of Applicant

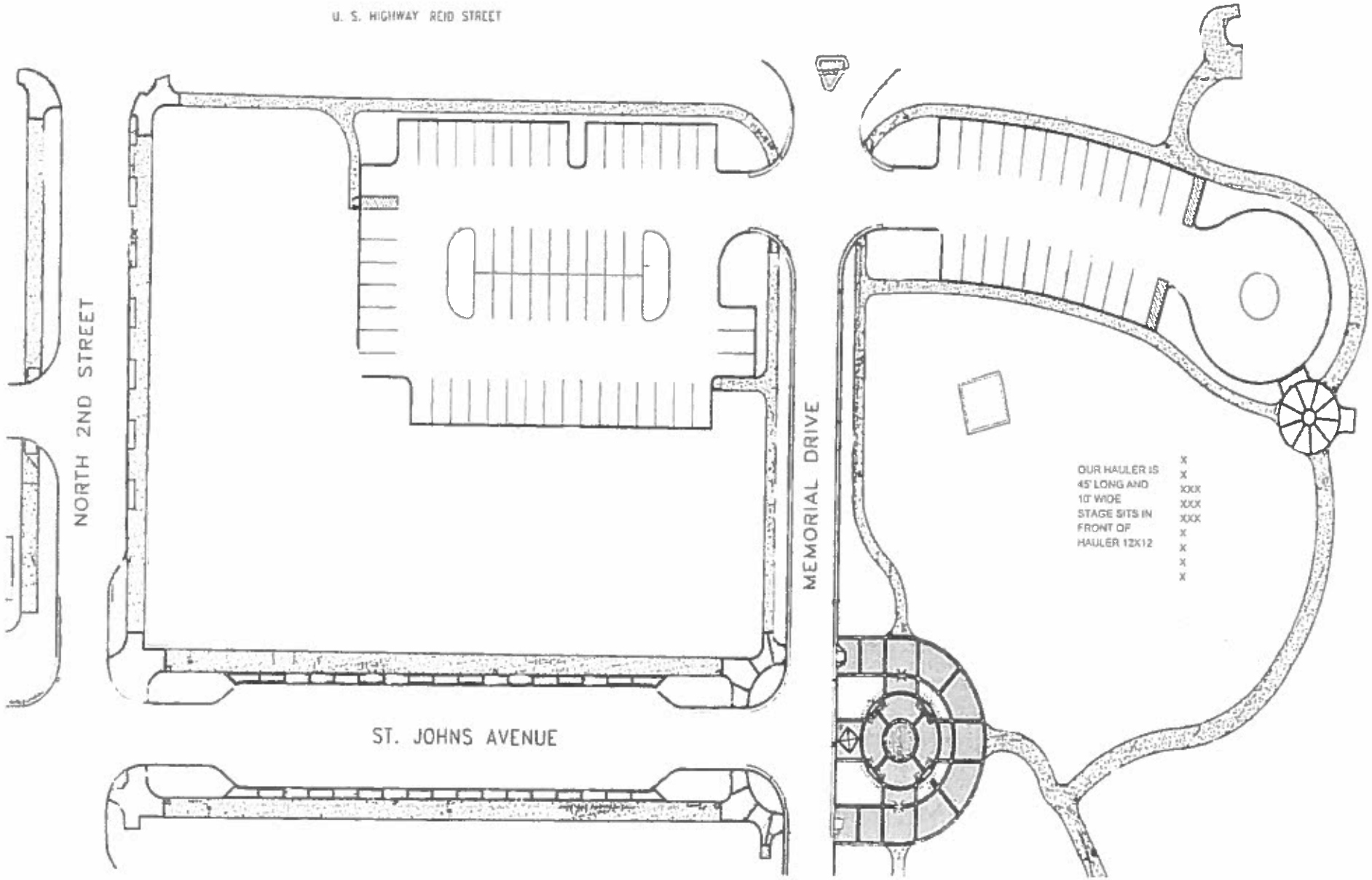
****

State of _____ County of _____

The foregoing application is acknowledged before me this _____day of _____, 20_____, by _____, who is personally known to me, or who has/have produced _____as identification.

NOTARY SEAL _____

Signature of Notary Public, Sate of _____


U. S. HIGHWAY REID STREET
NORTH 2ND STREET
ST. JOHNS AVENUE
MEMORIAL DRIVE
OUR HAULER IS
45' LONG AND
10' WIDE
STAGE SITS IN
FRONT OF
HAULER 12X12

Agenda Item

4

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
SECOND PUBLIC HEARING - TRIM CALENDAR: F/Y 2014-15 - Final Budget & Millage Rate for 2013/14 Budget Year – 9.1749 mills
a. RESOLUTION 2014-10-119 setting the FY 2014-15 Millage Rate (9.1749 mills) - Adopt
b. RESOLUTION 2014-10-120 adopting the final FY 2014-15 Budget - Adopt

SUMMARY:
The final FY 2014-15 budget that is being submitted is based upon the millage rate of 9.1749, which represents a 1.14% increase in the rolled-back rate. The final 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 final 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 final millage rate and final budget, which is based upon the millage rate of 9.1749, as proposed.

ATTACHMENTS:

Description	Type
Truth in Millage Statement	Backup Material
Final Millage Rate Resolution	Resolution
Final 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
Final Budget	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Reynolds, Matt	Approved	9/16/2014 - 8:24 PM
City Clerk	Driggers, Betsy	Approved	9/16/2014 - 8:29 PM
City Manager	Czymbor, Michael	Approved	9/17/2014 - 4:27 PM
Finance	Reynolds, Matt	Approved	9/18/2014 - 1:11 PM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 4:06 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 FINAL 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 September 11, 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 25th 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 FINAL 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 Final 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 25th 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

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

"Principal Authority" is a county, municipality, or independent special district (including water management districts).

"Taxing Authority" is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check "Yes" if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. "Dependent special district" (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district" (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

"Non-voted millage" is any millage not defined as a "voted millage" in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

All TRIM forms for taxing authorities are available on our website at
http://dor.myflorida.com/dor/property/trim/trimmax.html

Reset Form | Print Form

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

FLORIDA DEPARTMENT OF REVENUE

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

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

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

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2014 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2013 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2013 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

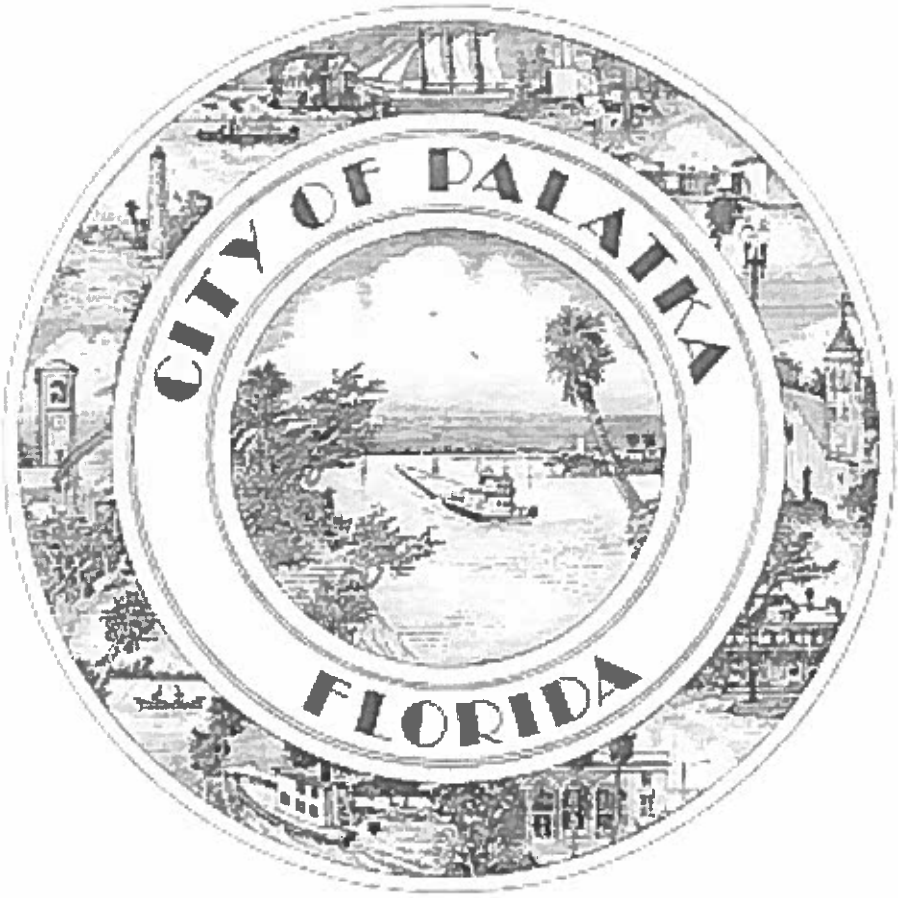
Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

All TRIM forms for taxing authorities are available on our website at
http://dor.myflorida.com/dor/property/trim/trimmax.html

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

201 N. 2ND STREET • PALATKA, FLORIDA 32177
PHONE: (386) 329-0100
www.palatka-fl.gov
FAX: (386) 329-0106

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.

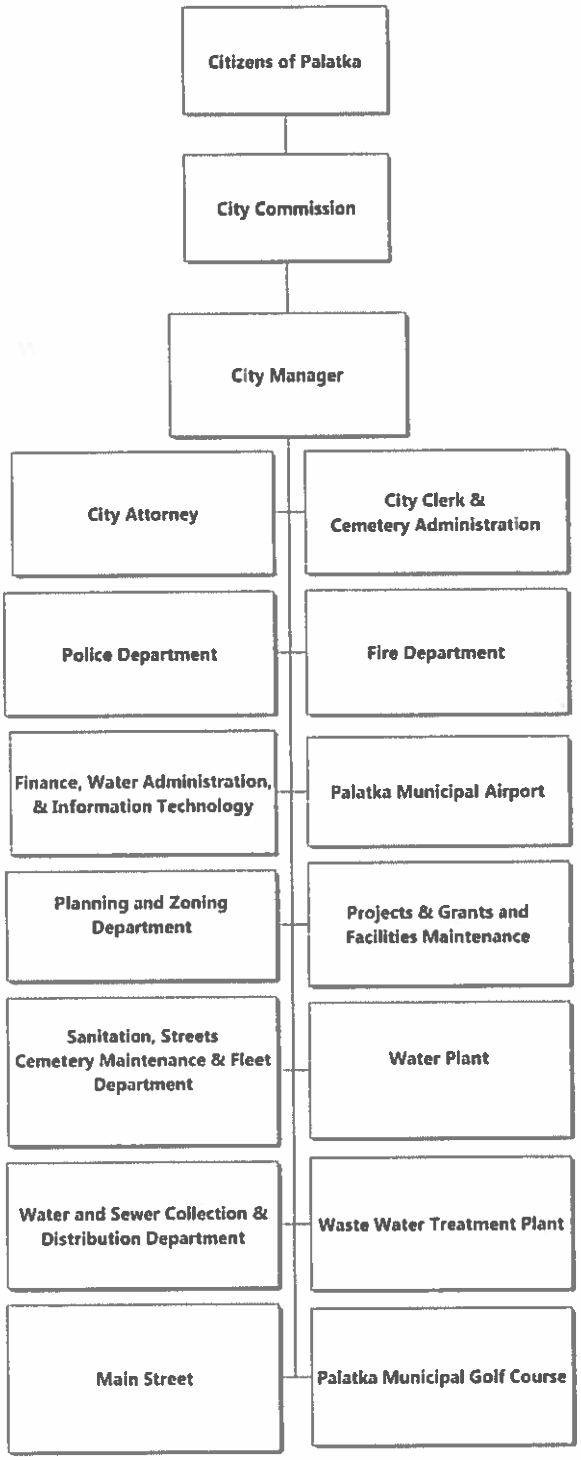
We look forward to meeting with you to present this proposed budget.

Respectfully submitted,

Michael J. Czymbor
City Manager

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

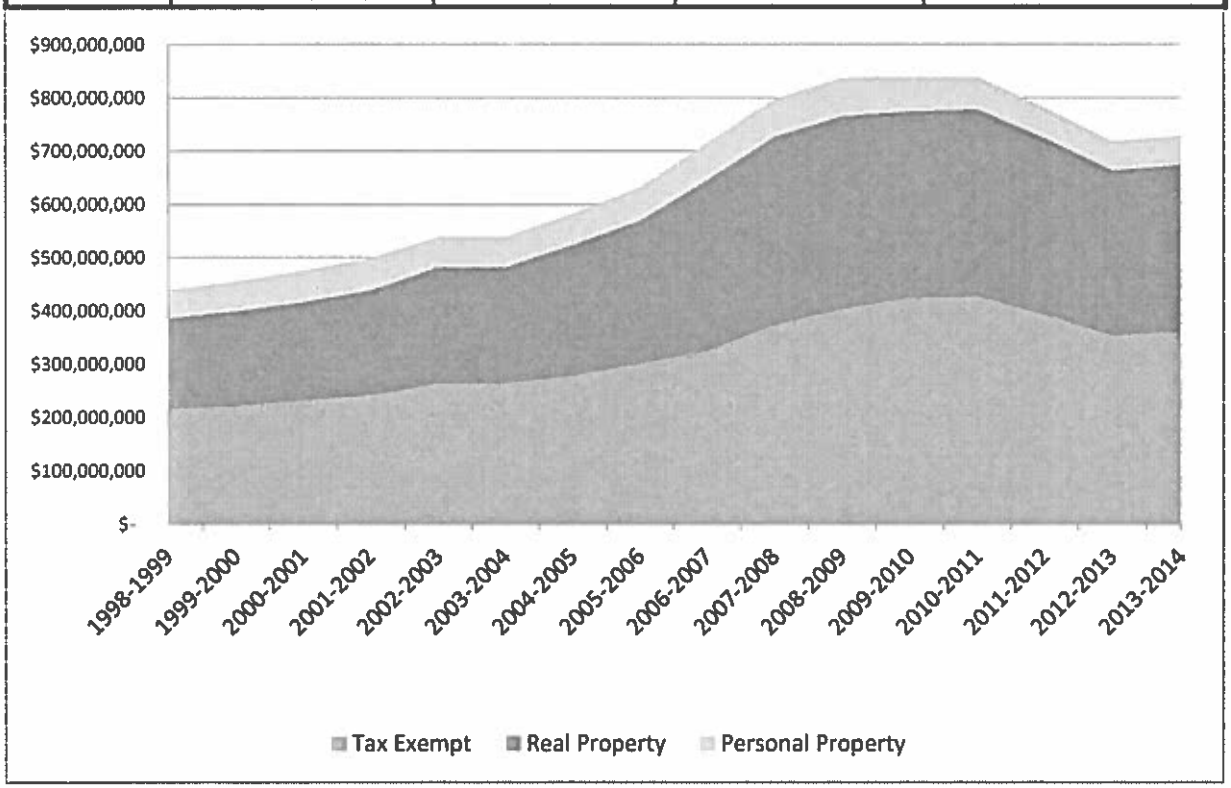
City of Palatka Organizational Chart



Summary Statistics & Other Information

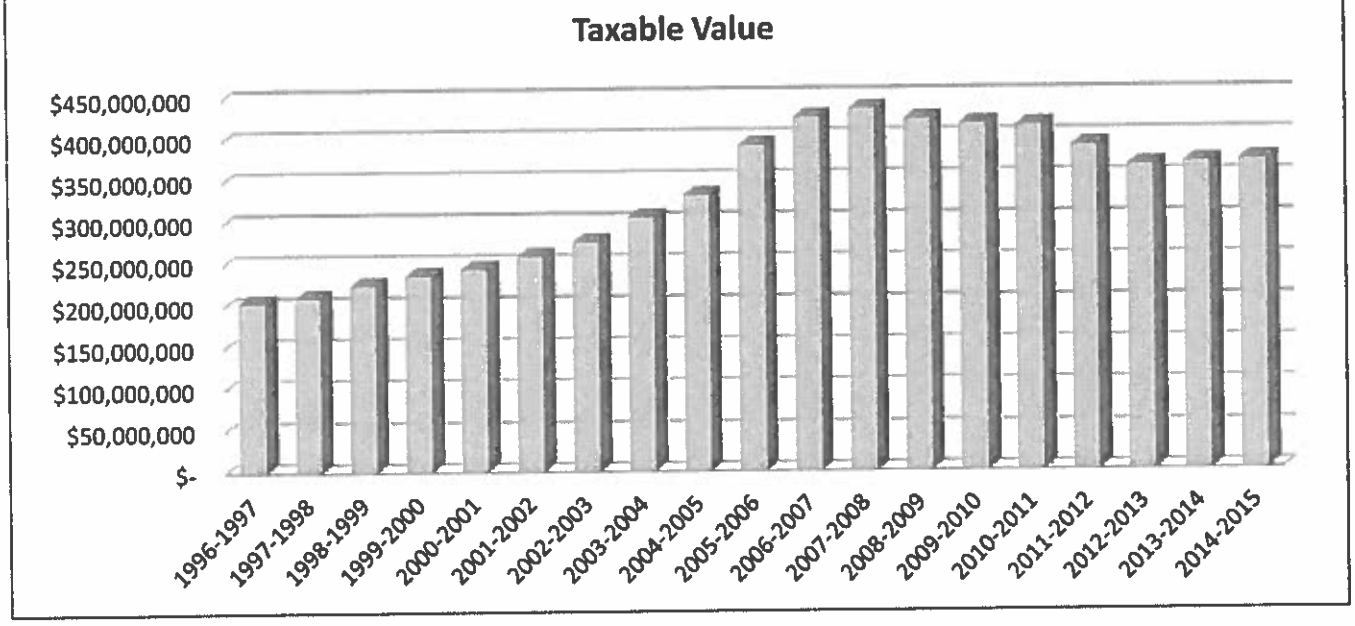
Year of Incorporation	1853
Form of Government	Commission-Manager
City Population	10,230
Area of City in Square Miles	7.5
Number of Full-Time Positions	143
Number of Part-Time Positions	11
Number of Contractual Employees	3
Government Facilities and Services	
Miles of Streets	71.8
Miles of Storm Sewers	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



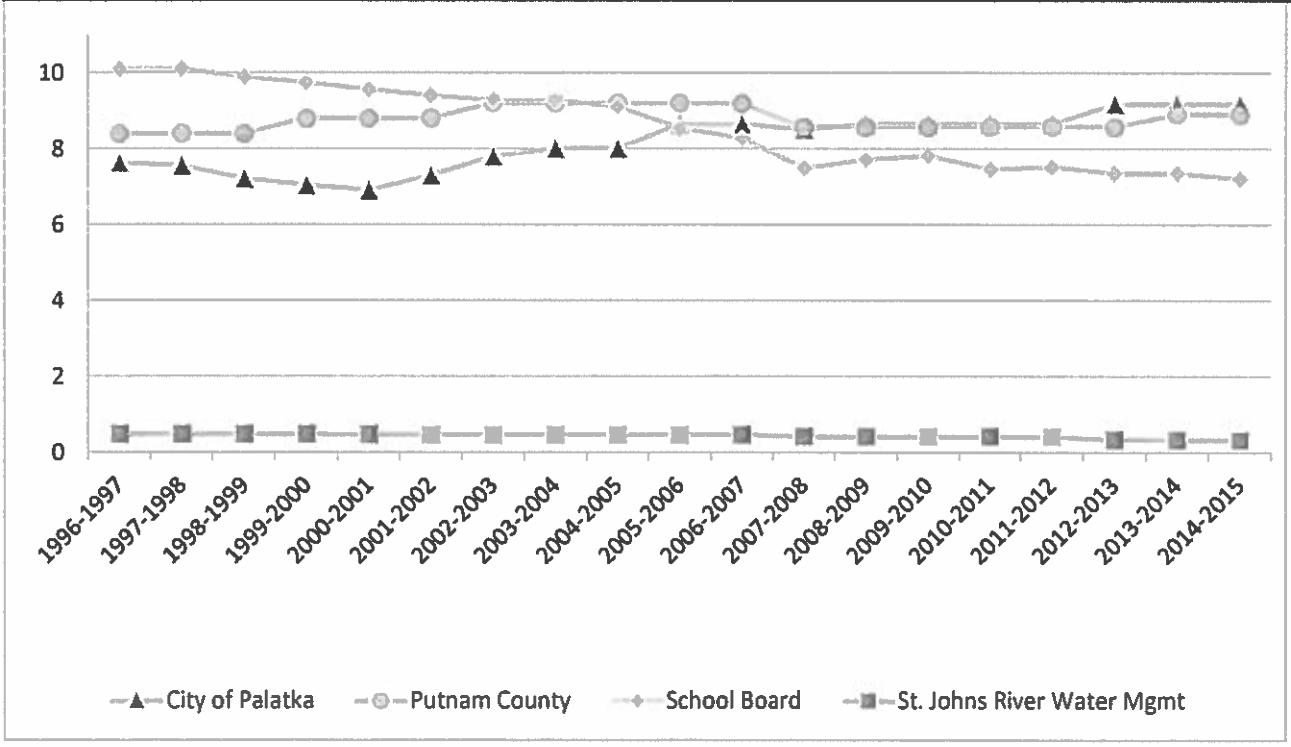
City of Palatka
Property Tax Information

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 2009DJBX0978	-	-	-	-	-	-	-	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 AL	-	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 09SBB9064S	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 ARS027	-	-	-	-	-	-	-	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, WEATHERIZAT	-	-	-	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 1785-43-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 TRUC	-	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%
6325 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%
5280 MISC EXPENSES	-	-	-	-	-	-	250	0.00%
5400 FRA ANNUAL DUES, TRAINING	-	-	-	-	-	-	600	0.00%
6336 REDEVELOPMENT INCENTIVES	-	-	-	-	-	-	234,093	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	-	-	55,681	-1.89%
6323 SITE AMENITIES	-	-	-	12,829	-	13,172	-	-100.00%
5280 MISC EXPENSES	-	-	-	-	-	-	250	0.00%
5400 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%

Five Year Capital Plan

Fiscal Year 2014-2015 through 2018-2019

	Funding Source							
Project Title	**General Fund**	**Enterprise Fund**	**Other**	**FY14-15**	**FY15-16**	**FY16-17**	**FY17-18**	**FY18-19**
IT								
Domain Controller	100%				$ 4,000.00		$ 2,500.00	
Network Switches	100%				$ 5,800.00		$ 5,000.00	
IP Phone System	100%				$ 78,000.00			
City-wide Security Cameras	100%				$ 10,000.00			
Complete fiber loop project	100%				$ 80,000.00			
Additional nodes and storage for SAN for Thin Clients	100%				$ 24,000.00			
Wastewater Treatment Facility								
Conversion of anaerobic digesters to aerobic		100%			$900,000.00			
Replacement of secondary clarrifier equipment.		100%				$100,000.00		
Reconditioning of belt filter press		100%			$150,000.00			
Stormwater Drainage System								
3rd Street & Oak Street	100%						$170,000.00	
Zeagler Drive and St. Johns Avenue Drainage Phase II	100%				$35,000.00			
10th Street and Oak Street	100%					$50,000.00		
Solid Waste								
Front End Loader		100%		$261,091.00				
Rear Loader		100%			$120,000.00	$120,000.00	$120,000.00	
Water Plant								
Well Upgrades		100%		$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
Data Acquisition Server and Workstation Upgrades		100%		$15,000.00				$15,000.00
Well Motor Replacement		100%		$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
Chemical Feed Pump Replacement		100%		$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
Primary Feed Pump Repair		100%		$9,000.00	$9,000.00		$9,000.00	
Potable Water								
Vacuum Truck		100%			$350,000.00			
1" and 2" AMR Meters		100%		$15,500.00				
Two 3" Diaphragm Pumps and Acceessories		100%		$4,000.00				
Sewer Lateral Push Camera with Flex Section and Beacon		100%		$3,400.00				
15th Street and Oak Street Neighborhood Line Replacement		14%	86%[1]					
South Historic District Line Replacement		24%	76%[1]		$650,000.00			
North Historic District Line Replacement		24%	76%[1]			$650,000.00		
4th Street and Bronson to 1st Street and Main Street Line Replacement & Loop		100%		$75,000.00				
Streets								
Flatbed	100%				$30,000.00			
St. Johns Avenue (11th Street to Moseley) Streetscape			100%[2]		$800,000.00			
St. Johns Avenue (4h Street to 11th Street) Streetscape			100%[2]			$1,500,000.00		

1. CDBG
2. Tax Increment Fund
3. Lease/Purchase Financing
4. USDA
5. FDOT
6. Other Sources
7. Better Place Funds
8. Florida Wildlife Commission

Five Year Capital Plan

Fiscal Year 2014-2015 through 2018-2019

Project Title	Funding Source: General Fund	Enterprise Fund	Other	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19
Reid Street Streetscape						$3,300,000.00		
Parks								
Riverfront Terminal			62%[5]/38%[6]	$500,000.00				
Riverfront Park Ramps and Parking			17%[2]/29%[7]/54%[8]	$1,439,000.00				
Riverfront Park Nature Based Playground Construction	100%			$100,000.00				
Riverfront Park and Pier Floating Docks Expansion (20 Slips) PHASE I			100%[5]	$439,000.00				
Riverfront Park Veterans Memorial Plaza			100%[6]		$50,000.00			
Replank Memorial Bridge Boardwalk	100%					$65,000.00		
Riverfront Park Fountain /Splashpad			100%[6]				$180,000.00	
Fire								
1998 Ford Explorer - Replace Inspector's/School Vehicle	100%				$ 40,000.00			
1994 Ford - Replace Brush Truck	50%		50%[4]	$ 76,000.00				
Fire Boat - Fire/Rescue Boat	100%				$ 60,000.00			
1985 Ford - Air supply/USAR vehicle	50%		50%[4]	$ 76,000.00				
1991 Engine - Replace Engine 25 with equipment	100%				$ 320,000.00			
1997 Engine - Replace Engine 22	100%					$ 340,000.00		
1996 Engine - Replace Engine 21	100%						$ 350,000.00	
1998 Extrication equipment - Replace Equipment	100%				$ 30,000.00			
2005 Extrication equipment - Replace Equipment	100%							$ 40,000.00
1998 Ford Explorer - Replace Inspector's/School Vehicle	100%				$ 40,000.00			
ALS Transport Vehicle/Equipment	100%				$ 120,000.00			
Main Station - Replace Roof	100%							$ 20,000.00
Main Station - Resurface Parking Lot	100%							$ 6,000.00
Police								
Traffic Regulation Speed Trailers (2 Signs)	100%				$30,000.00			
Traffic Regulation Speed Trailers (1 Radar)	100%				$15,000.00			
Police Department Front Restroom Renovation	100%				$15,000.00			
Renovate Police Department Offices and Workout Facility	100%				$40,000.00			
Modular Training Facility at Gun Range	100%				$38,000.00			
Renovate and Improve Bathroom at Gun Range	100%				$15,000.00			
Renovate and Improve Garage at Gun Range	100%				$34,215.00			
Renovate and Improve Training Pavillion at Gun Range	100%				$15,000.00			
Vehicles (8 vehicles)			100%[3]	$354,113.00				
Vehicles (6 vehicles)			100%[3]		$144,000.00			
Airport								
Transient Aircraft Parking Apron (76,000 SF)		10%	90%[5]	$189,750.00				
T-Hangars			100%[5]	$752,462.00				

1. CDBG
2. Tax Increment Fund
3. Lease/Purchase Financing
4. USDA
5. FDOT
6. Other Sources
7. Better Place Funds
8. Florida Wildlife Commission

Five Year Capital Plan

Fiscal Year 2014-2015 through 2018-2019

	Funding Source							
Project Title	**General Fund**	**Enterprise Fund**	**Other**	**FY14-15**	**FY15-16**	**FY16-17**	**FY17-18**	**FY18-19**
Taxiway C1 Pavement & Edge Lighting		100%						
Taxiway F Pavement and a transient aircraft parking apron (140,000 SF)		100%						
Golf Course								
Security fence around maintenance building		100%			$5,461.00			
Removal of existing fence		100%			$1,000.00			
Install maintenance building alarm system		100%			$650.00			
Front 9 fairway regrassing		100%		$26,585.00				
Building & Zoning								
Roof repairs and maintenance	100%				$1,500.00			
PD's office - internal window needed for supervision	100%				$2,000.00			

1. CDBG
2. Tax Increment Fund
3. Lease/Purchase Financing
4. USDA
5. FDOT
6. Other Sources
7. Better Place Funds
8. Florida Wildlife Commission

Agenda Item

5

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
RESOLUTION authorizing the City Manager to execute a Letter of Intent to negotiate with BCR Environmental Corp for the development, installation and co-operation of an Organic Waste/Biosolids Management Solution facility, to include a long-term Land Lease to locate said System at the Waste Water Treatment Plant - Adopt

SUMMARY:
The City of Palatka has been in negotiations with Aaron Zahn, President/CEO of BCR Environmental regarding the installation of an Accelerated Compost System at the City's Waste Water Treatment Plant as part of its Biosolids (sludge) Management Strategy. This proposal is for a joint operation between the City and BCR Environmental to develop an organic waste/biosolids processing system to include an accelerated compost (NuTerra) system to process the City's and other 3rd party "feedstock" (biosolids/sludge, manure, source separated organics, etc). The NuTerra facility will be located on City property at the Waste Water Treatment Plant and will receive "feedstock" from sources within the "Greater Northeast Florida Region."

A proposed "Letter of Intent" to indicate the preliminary agreements and responsibilities of each party is attached. This Letter of Intent is the pre-cursor to a more formal Long-Term Operating Agreement and Master Land Lease (see Section 4 of the Letter of Intent) for an initial term of 20 years.

Under the terms of the LOI, should the City determine that the system or its operation may endanger the health, safety and welfare of it's employees or citizens, or that the operation of the facility will interfere with normal City functions, the negotiations can be terminated immediately.

RECOMMENDED ACTION:
Adopt a resolution authorizing the City Manager to execute a Letter of Intent to formally negotiate with BCR Environmental Corp. for the development and co-operation of a an Organic Waste/Biosolids Management Solution Facility to include a Long-Term Land Lease to house installation of said System at the Waste Water Treatment Plant

ATTACHMENTS:

	Description	Type
D	Resolution	Resolution
D	Letter of Intent - BCR Environmental	Exhibit
D	Correspondence with A. Zahn @ BCR Env	Discussion

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/17/2014 - 4:58 PM
City Clerk	Driggers, Betsy	Approved	9/17/2014 - 4:58 PM
City Manager	Czymbor, Michael	Approved	9/17/2014 - 5:09 PM
Finance	Reynolds, Matt	Approved	9/18/2014 - 1:11 PM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 4:05 PM

RESOLUTION No. 2014-10-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A NON-BINDING LETTER OF INTENT WITH BCR ENVIRONMENTAL TO NEGOTIATE A LONG-TERM OPERATING AGREEMENT AND LAND LEASE TO LOCATE AN ORGANIC WASTE/BIOSOLIDS MANAGEMENT SOLUTION FACILITY AND ACCELERATED COMPOST (NUTERRA) SYSTEM AT THE PLATT DREW WASTEWATER TREATMENT PLANT

WHEREAS, The City of Palatka (The City) has begun negotiations with Aaron Azhn, President/CEO of BCR Environmental Corp. (BCR) regarding the installation of an accelerated compost (NuTerra) System at the City's Waste Water Treatment Plant as part of the City of Palatka's Biosolids (sludge) Management Strategy; and

WHEREAS, the proposal is for a joint operation between the City of Palatka and BCR Environmental to develop an "organic waste/biosolids processing system" to include an accelerated compost (NuTerra) system in order to process the City's and other 3rd party "feedstock" to be received from sources within the Greater North Florida Region; and

WHEREAS, a "Letter of Intent" which is attached hereto as Exhibit A and included herein by reference is proposed, which outlines the preliminary agreements and responsibilities of each party, and is intended as a pre-cursor to a more formal long-term operating agreement and master land lease, proposed for a 20-year term; and,

WHEREAS, the Palatka City Commission deems it reasonable to authorize the City Manager to execute said Non-Binding Letter of Intent to indicate discussions and set forth certain undertstandings between the City and BCR regarding the parties' intent to jointly develop an organic waste/biosolids management solution at the Platt Drew Wastewater Treatment Plant, to include a general land lease agreement for an initial term of 20 years.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that the City Manager is hereby authorized to execute and deliver on behalf of the City of Palatka a **Non-Binding Letter of Intent**, attached hereto as Exhibit A, setting forth certain understandings between the City and BCR Environmental for the purposes of commencing negotiations on the development of an organic waste/biosolids management solution facility to include an Accelerated Compost (BCR NuTerra Facility) and long-term land lease for the facility at the City of Palatka's Waste Water Treatment Plant.

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

APPROVED AS TO FORM AND CORRECTNESS:

_____

CITY ATTORNEY

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

September 25, 2014

Mr. Aaron Zahn, President & CEO
BCR Environmental Corporation
3740 St Johns Bluff Rd S, Suite 21
Jacksonville, FL 32224

Re: Letter of Intent ("LOI") for an Organic Waste / Biosolids Management Solution, Including the Installation of a BCR Accelerated Compost™ System in, City of Palatka, Florida

Dear Mr. Zahn:

The purpose of this Letter of Intent is to indicate the discussions between the the City of Palatka ("Palatka" or the "City") and BCR Environmental Corporation ("BCR") (collectively, the "Parties") regarding the Parties intent to jointly work on the development of an organic waste / biosolids management solution, which shall include an Accelerated Compost™ facility ("BCR NuTerra™ Facility"), as outlined in this Letter, to process the City's and other 3rd party Feedstock. The BCR NuTerra™ Facility shall be located on the City's wastewater treatment plant ("WWTP") property and shall receive and treat organic material (i.e. biosolids, manure, source separated organics, etc.)("Feedstock") from within the region. The BCR NuTerra™ Facility shall be located at the wastewater facility(ies) that are owned and operated by the City.

1. Background of the BCR Facility

The City understands that BCR intends to develop a Feedstock processing facility in northeast Florida to service the greater northeast Florida region ("Region"). It is the City's belief that a BCR NuTerra™ Facility will provide a long-term economical and environmental responsible solution for organic waste and biosolids management. The BCR NuTerra™ Facility will be designed to receive and process the Region's Feedstock and that of municipalities and private enterprises located within the Region. This BCR NuTerra™ Facility shall serve the Feedstock disposal and management needs of municipalities and private enterprises ("Stakeholders") in the Region in an environmentally and economically sound manner.

3. Anticipated Benefits to the City of Palatka and the Region

BCR has proposed to the City that the City become a Stakeholder in the BCR NuTerra™ Facility and the land provider for the BCR NuTerra™ Facility and accrue certain specific benefits for its participation. The BCR NuTerra™ Facility would address the long term biosolids and Feedstock treatment and management needs of the City and surrounding Stakeholders, including the City's, by providing the following:

201 N. 2ND STREET • PALATKA, FLORIDA 32177
PHONE: (386) 329-0100 www.palatka-fl.gov FAX: (386) 329-0106

- A predictable long-term budget to the Stakeholders, including City, for their Feedstock disposal at a guaranteed tip fee per wet ton, subject only to mutually agreed upon escalations and variable costs;
- A method of providing Stakeholders like City the ability to comply with and/or exceed the solid waste recycling criteria set forth by Florida Statute 403.706 and Florida House Bill 7243;
- A method of biosolids processing that allows each Stakeholder the ability to meet and exceed the new strict regulatory requirements of the Chapter 62-640 F.A.C. by rendering a Class A end product which shall be managed by BCR;
- A method of eliminating biosolids land application programs and associated nutrient management programs;
- The immediate addition of a new revenue stream for the City in the form of host fees from BCR NuTerra™;
- A significant reduction in the City's cost of green waste hauling and disposal cost resulting from significant City green waste being recycled;
- Increased landfill lifespan resulting from the diversion of Feedstock from the landfill to the BCR NuTerra™ Facility;
- The ability for a Stakeholder such as City to reduce overall operating costs and energy consumption at its WWTP by eliminating infrastructure, such as digesters, thickening equipment, DAF, etc., upon installation of the BCR Treatment System at the Stakeholder's facility;
- A strong community outreach program to maintain community involvement and support for the Project;
- Additional jobs in the City and the Region;

4. Purpose of this LOI and General Conditions

The Parties desire to set forth in this LOI certain understandings they have reached with regard to preliminary discussions and BCR's proposal for the desire of the Parties for the construction and long term management of a BCR NuTerra™ Facility at the City's WWTP. The Parties intend this LOI to encourage the evolution of the concepts expressed herein into definitive Agreements establishing the Parties' rights, duties and obligations. This definitive agreement shall be negotiated, in good faith, between BCR and the City's staff and counsel, and subject to City's commission approval. The definitive agreements shall set forth terms and conditions whereby the following General Conditions:

- The City will provide land at the City's WWTP (the "Site") to BCR under a general land lease agreement for an initial term of 20 years ("Master Lease");
- BCR will design, build and finance a BCR NuTerra™ Facility at the Site at no cost to the City;
- The City and BCR will execute a long-term operating agreement ("Operating Agreement") where BCR shall be solely responsible for managing the day-to-day operation of the BCR NuTerra™ Facility in accordance with all laws, regulations, and necessary permits;
- The term of the definitive Operating Agreement would be for an initial term of 20 years;
- The Operating Agreement would provide the City with an initial biosolids tipping fee ("Biosolids Tipping Fee") of $15.00 per ton of CleanB™ treated material. The Biosolids Tipping Fee would increase at the greater of (i) CPI or (ii) two percent (2.0%) per year;
- The Operating Agreement would provide the City with an initial yard waste tipping fee ("Yard Waste Tipping Fee") of $2.00 per ton pre-processed yard material. The Yard Waste Tipping Fee would increase at the greater of (i) CPI or (ii) two percent (2.0%) per year;

- The City would receive a host fee for its Stakeholder interest in the BCR NuTerra™ Facility equal to $1.50 per ton of 3rd party Feedstock processed by the BCR NuTerra™ Facility;

5. Express Conditions and Contingencies

All of the commitments and obligations of the Parties (including, but not limited to, the commitment by the City to enter into an Operating Agreement) are expressly contingent upon the satisfaction of the following conditions and contingencies:

- Execution of a definitive Operating Agreement between the parties, in form and content mutually acceptable to the City and BCR;
- Execution of a definitive Master Lease agreement between the parties, in form and content mutually acceptable to the City and BCR;
- Approval of the Agreements by City's Board;
- Approval of the Agreements by BCR's Board.

Notwithstanding any other provision of this LOI, if at any time the City determines that either (a) BCR NuTerra™ Facility or BCR Treatment System and/or its operation may endanger the health, safety or welfare of City personnel, any person or the public, or (b) the projected operation of the BCR NuTerra™ Facility will interfere with the normal operation or integrity of the City, then the City shall have the right to immediately terminate all negotiations and discussions with BCR under this LOI.

The City is excited about the prospect of participating in the BCR NuTerra™ Facility that will provide our City, the Region and Stakeholders with a simple, cost-effective, diverse and environmentally sound solution to our Feedstock disposal management needs. We look forward to working with you to bring this project to fruition in the immediate future.

Sincerely,

CITY OF PALATKA, FLORIDA

_____

By: Michael J. Czymbor, City Manager

Accepted by and Agreed to by:
BCR ENVIRONMENTAL CORPORATION

_____

Name: Aaron F. Zahn
Title: President and Chief Executive Officer

Betsy Driggers

From: Michael J. Czymbor
Sent: Saturday, September 13, 2014 9:00 AM
To: Betsy Driggers; Brian McCann; Don Holmes
Cc: Vicki Young
Subject: FW: BCR Financed CleanB & Belt Press Offering

Follow Up Flag: Follow up
Flag Status: Flagged

Michael J. Czymbor ICMA-CM
City Manager
City of Palatka, FL
386-329-0104

From: Aaron Zahn [mailto:AZahn@BCRENV.com]
Sent: Thursday, August 28, 2014 2:41 PM
To: Michael J. Czymbor
Cc: Kevin Dunlap; Nelle Dressler
Subject: Re: BCR Financed CleanB & Belt Press Offering

Michael
That's fine. I believe I can make the 25th commission meeting. Will you be presenting the LOI and the CleanB project at the same time? With regard to question below I believe Kevin may have been waiting on our development group for answers. Generally speaking Kevin handles sales of CleanBs, dewater, Neutralizers, our products, etc. Our development group, including me, handle the compost facility development.
The short answer to most of your questions is that we don't have an exact answer at this time.
As discussed, the typical sequence for BCR and Palatka would be to have a Letter of Interest / Understanding, 2) BCR would conduct project feasibility analysis, and 3) if BCR and City like the results of #2 we would proceed together and determine contractual relationships.

However, I am going to answer your questions with general ranges so as to give you an idea of magnitude. All of these answers would need to be affirmed in a feasibility analysis.

What is the estimated construction cost of the BCR NuTerra Facility?
$1.75-$5.0 million
How many new FT and PT jobs will be created?
2-3 FTE
2-3 PT
Have you projected the annual tonnage of bio-solids which will be received at the facility for the twenty year agreement period?
We generally develop facilities that are no smaller than 25,000 wet tons per year of Biosolids. We are currently developing 2 facilities in FL that are greater than 50,000 wet tons per year.
Have you projected the annual tonnage of Feedstock which will be produced at the facility for the twenty year agreement period?
This would be determined by facility size which would be dictated by addressable / interested market. One thing I can say is that we have established off take agreements for materials we might theoretically produce.

In general, these projects gain more traction as the develop. One nice thing is that the City is not at risk until BCR and the City are comfortable with the project viability

That being said, I know our team is ready to move immediately on the CleanB / dewatering project so as to help mitigate some of the current issues at the anaerobic digesters and BFP.

I hope this helps.
Regards
Aaron

Aaron F. Zahn
BCR Environmental Corporation
Phone: (312) 286-1040

On Aug 28, 2014, at 2:06 PM, "Michael J. Czymbor" <mczymbor@palatka-fl.gov> wrote:

Good afternoon Aaron. We will have to move the consideration by the City Commission of the LOI to the September 25, 2014 City Commission meeting. Are you available on that day to attend the late afternoon meeting?
Secondly, when can I expect to hear back from Kevin on my questions regarding the proposed LOI?

Michael J. Czymbor ICMA-CM
City Manager
City of Palatka, FL
386-329-0104

From: Michael J. Czymbor
Sent: Wednesday, August 27, 2014 9:47 AM
To: 'Kevin Dunlap'
Cc: David Kemp (kempd@ayresassociates.com); Brian McCann (bmccann@palatka-fl.gov); Aaron Zahn (AZahn@BCRENV.com); Donald Holmes (holmes@holmesandyoung.com)
Subject: RE: BCR Financed CleanB & Belt Press Offering

Good morning Kevin and thank you for submitting the proposed LOI. I have reviewed the document and have a few questions:

1. What is the estimated construction cost of the BCR NuTerra Facility?
2. How many new FT and PT jobs will be created?
3. Have you projected the annual tonnage of bio-solids which will be received at the facility for the twenty year agreement period?
4. Have you projected the annual tonnage of Feedstock which will be produced at the facility for the twenty year agreement period?

Please provide the response at your earliest convenience. Thank you.

Michael J. Czymbor ICMA-CM
City Manager
City of Palatka, FL
386-329-0104

From: Kevin Dunlap [mailto:KDunlap@BCRENV.com]
Sent: Friday, August 22, 2014 12:00 PM
To: David Kemp (kempd@ayresassociates.com)

Agenda Item

6

CITY of Palatka FLORIDA

CITY COMMISSION AGENDA ITEM

SUBJECT:
RESOLUTION 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 September 11 the Commission accepted the ranking of the respondents to the River Center Design-Build RFP as recommended by the Design-Build Evaluation Committee. The City Manager was given the authorization to enter into negotiations with Riverfront Square, LLC, in conjunction with Robert Goodwin, AIA, Architect, the top-ranked respondent for a Design-Build Agreement for construction of the St. Johns River Center Project in an amount not to exceed $699,144.

Attached is the proposed Design Build Agreement and Amendment. Note that the project scope and majority of contractual terms are covered in the amendment and related attachments. The contract proposes a standard method of payment, whereby the design builder submits payment applications with the required backup information. The City and GP then have seven (7) days to review, and then either approve or reject the application. Upon acceptance the City has twenty (20) days to pay the design builder and GP has thirty (30) days to pay the City. All payment applications require joint acceptance by the City and GP.

With the acceptance of this contract, the City Commission also accepts the proposed elevation and floor plan. RFSD would then proceed with finalizing the building design so that Malone may proceed with their design and fabrication of the exhibits.

Staff will be working with GP immediately following the execution of the contract to set up an advisory committee meeting to seek additional input on the interior and plaza design and to update the members on the revised schedule.

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 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 design and construction of the St. Johns River Center project.

RESOLUTION No. 2014 – 10 - 122

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, 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

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. Syngery 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. Syngery Fabrication, LLC in association with Passero & Associates.

WHEREAS, on September 11, 2014 the City Commission adopted Resolution No. 2014-10-117 accepting the ranking order of respondents as recommended and authorized the City Manager to negotiate a contract for construction of the St. Johns River Center with Riverfront Square, LLC, the top ranked respondent, in an amount not to exceed $699,144; and

WHEREAS, an acceptable contract having been negotiated, the Palatka City Commission deems it reasonable and desirable to authorize the execution of said contract entering into a Design-Build Agreement with Riverfront Square, LLC for the construction of the St. Johns River Center "Adventures in a Wetlands Ecosystem" Project.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida that the City Manager and City Clerk are hereby authorized 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 "Adventures in a Wetlands Ecosystem" project.

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

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 25 day of September in the year 2014
(In words, indicate day, month and year.)

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

City of Palatka
201 North Second Street
Palatka, FL 32177

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

Riverfront Square Development, Limited Liability Company
110 South 2nd Street
Suite 113
Palatka, FL 32177

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

St. Johns River Center "Adventures in a Wetlands Ecosystem"
100 Memorial Drive
Palatka, FL 32177
Single Story, 4900 SF Educational Center, CMU walls with Brick Finish. Rooftop Deck and Planters

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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User Notes:

(3B9ADA2C)

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DESIGN-BUILD AMENDMENT - ATTACHMENT 'B' FLOOR PLAN
DESIGN-BUILD AMENDMENT - ATTACHMENT 'C' PROJECT SCHEDULE
DESIGN-BUILD AMENDMENT - ATTACHMENT 'D' SPECIFICATIONS
B INSURANCE AND BONDS

(Paragraph Deleted)

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:

Init.

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User Notes: (3B9ADA2C)

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

The Owner's Progam for thie Project consisted of the RFP Documents provided and amended though out the RFP process until 8.26.2014. The Owner's program douments are furhter modified within the Design-Build Amendment, Exhibit A of this contract.

§ 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.)

The Owner's design requirements for this project were established in the RFP process though 8.26.2104. The Owner's design requirements have been modified and further defined within the Design-Build Amendment, Exhibit A of this contract.

§ 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.)

Vacant lot located at 102 North First Street, rough graded. Lot is approximately 11,610 SF.

§ 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.)

Riverfront Square Development will design and construct the St. Johns River Center keeping sustainable and green building practices in mind. Moreover, CRG Architects will design the St. Johns River Center with the Green Globe guidelines in mind, however no formal sustainability certification will be sought after for this project.

(Paragraphs Deleted)
§ 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.)

$700,000.00.

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

.1 Design phase milestone dates:

The Project Schedule is attached to the Exhibit A - Design-Build Amendment as Attachment 'C'

.2 Submission of Design-Builder Proposal:

8.26.2014

(Paragraph Deleted)

.4 Substantial Completion date:

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The Substantial Completion date is itentified in the Projet Schedule attache to Exhibit A - Design-Build Amendment - Attachment 'C'

.5 Other milestone dates:

Other milestone dates are identified int he Project Schedule attached to Echibit A - Design-Build Amendment - Attachemnt 'C'

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

.1 Architect

CRG Architects, 216A St. Johns Avenue, Palatka, FL 32177

.2 Consultants

General Contractor -

(Paragraph Deleted)
§ 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.

§ 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.)

Jonathan Griffith and or Mike Czymbor
City of Palatka
201 North 2nd Street
Palatka, FL 32177

(Paragraphs Deleted)
§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

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(List name, address and other information.)

Corky Diamond
110 South 2nd Street
Suite 113
Palatka, FL 32177

Email Address: corky@bulderdeveloper.net

§ 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

[X] 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-Builder 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.

§ 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.

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§ 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.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

(Paragraphs Deleted)
(Table Deleted)

(Paragraphs Deleted)
§ 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. Design Builder may bill weekly for work completed or material ordered. Payments will be made within 20 days.

(Paragraphs Deleted)
§ 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.

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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, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and 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;
- .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.

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§ 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.

§ 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.

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§ 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.

§ 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.

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§ 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.

§ 4.2.2t Design-Builder has provided the Owner with the preliminary evaluation criteria by way of responding to the RFP Phase II variations response to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The RFP report also included

- .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.)

  Revised building floor plans and elevations as visual examples of the Design Builders varitions. The referenced floor plans and elevations are further identified and described in Exhibit A - Design-Build Amendment.

§ 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;
- .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.

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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.

§ 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.

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§ 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.

(Paragraphs Deleted)

§ 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.

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§ 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.

§ 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.

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§ 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.

§ 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.

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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 Change Orders will be subject to Design-Builder's markup of 7% overhead and 7% profit.
- .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. 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

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Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing 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.

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§ 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.

§ 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.

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§ 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.

§ 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 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.

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§ 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 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

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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 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.

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§ 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.

§ 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

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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 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;
- .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.

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§ 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-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.

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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 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.

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§ 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 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

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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;

.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

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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.

§ 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.

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§ 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 50 % of the overheadand 100% 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.

§ 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.

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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.

§ 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.

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§ 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).

§ 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.

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§ 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.

§ 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.

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§ 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.

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 Exhibit A, Project BudgetExhibit A, Design-Build Amendment, if executed
.3 Exhibit B, Project Schedule
.4
.5

.6

AIA Document A141™–2014, Exhibit C, Design-Build Amendment, if executed
.7 AIA Document A141™–2014, Exhibit D, Insurance and Bonds

This Agreement entered into as of the day and year first written above.

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User Notes:

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
	Corky Diamond, Project Executive
(Printed name and title)	*(Printed name and title)*

Init.
/

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Additions and Deletions Report for
AIA® Document A141™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 25 day of September in the year 2014

...

City of Palatka
201 North Second Street
Palatka, FL 32177

...

Riverfront Square Development, Limited Liability Company
110 South 2nd Street
Suite 113
Palatka, FL 32177

...

St. Johns River Center "Adventures in a Wetlands Ecosystem"
100 Memorial Drive
Palatka, FL 32177
Single Story, 4900 SF Educational Center, CMU walls with Brick Finish. Rooftop Deck and Planters

PAGE 2

DESIGN-BUILD AMENDMENT - ATTACHMENT 'A' ELEVATION

...

DESIGN-BUILD AMENDMENT - ATTACHMENT 'B' FLOOR PLAN

...

DESIGN-BUILD AMENDMENT - ATTACHMENT 'C' PROJECT SCHEDULE

...

DESIGN-BUILD AMENDMENT - ATTACHMENT 'D' SPECIFICATIONS

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...

~~C SUSTAINABLE PROJECTS~~

PAGE 3

The Owner's Progam for thie Project consisted of the RFP Documents provided and amended though out the RFP process until 8.26.2014. The Owner's program douments are furhter modified within the Design-Build Amendment, Exhibit A of this contract.

...

The Owner's design requirements for this project were established in the RFP process though 8.26.2104. The Owner's design requirements have been modified and further defined within the Design-Build Amendment, Exhibit A of this contract.

...

Vacant lot located at 102 North First Street, rough graded. Lot is approximately 11,610 SF.

...

Riverfront Square Development will design and construct the St. Johns River Center keeping sustainable and green building practices in mind. Moreover, CRG Architects will design the St. Johns River Center with the Green Globe guidelines in mind, however no formal sustainability certification will be sought after for this project.

...

~~§ 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.)*~~

...

$700,000.00.

...

The Project Schedule is attached to the Exhibit A - Design-Build Amendment as Attachment 'C'

...

8.26.2014

...

~~.3 Phased completion dates:~~

...

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PAGE 4

The Substantial Completion date is itentified in the Projet Schedule attache to Exhibit A - Design-Build Amendment - Attachment 'C'

...

Other milestone dates are identified int he Project Schedule attached to Echibit A - Design-Build Amendment - Attachemnt 'C'

...

§ 1.1.8 The ~~Owner requires the Design-Builder to~~ Design-Builder will retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

...

CRG Architects, 216A St. Johns Avenue, Palatka, FL 32177

...

General Contractor -

...

~~.3 Contractors~~

...

Jonathan Griffith and or Mike Czymbor
City of Palatka
201 North 2nd Street
Palatka, FL 32177

...

~~§ 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.)*~~

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PAGE 5

Corky Diamond
110 South 2nd Street
Suite 113
Palatka, FL 32177

Email Address: corky@bulderdeveloper.net

...

[X] Litigation in a court of competent jurisdiction

PAGE 6

~~§ 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:~~

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...

~~.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.~~

...

§ 2.1.4.1 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.~~Design Builder may bill weekly for work completed or material ordered. Payments will be made within 20 days.

...

~~*(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.~~

PAGE 8

~~§ 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.~~

PAGE 10

§ 4.2.2~~After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report~~ t Design-Builder has provided the Owner with the preliminary evaluation criteria by way of responding to the RFP Phase II variations response to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The ~~report shall also include~~RFP report also included

...

Revised building floor plans and elevations as visual examples of the Design Builders varitions. The referenced floor plans and elevations are further identified and described in Exhibit A - Design-Build Amendment.

PAGE 12

~~§ 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.~~

PAGE 15

.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 Change Orders will be subject to Design-Builder's markup of 7% overhead and 7% profit.

PAGE 16

§ 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.~~ evaluate. 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.

PAGE 19

§ 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.

PAGE 23

.1 ~~liens,~~ Claims, security interests or encumbrances arising out of the Contract and unsettled;

PAGE 29

§ 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~~ 50 % of the overheadand 100% profit on the Work not executed.

PAGE 33

.2 ~~AIA Document A141™–2014,~~ Exhibit A, Project BudgetExhibit A, Design-Build Amendment, if executed

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...

.3 ~~AIA Document A141™–2014, Exhibit B, Insurance and Bonds~~Exhibit B, Project Schedule

...

.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:~~

...

AIA Document A141™–2014, Exhibit C, Design-Build Amendment, if executed

...

.7 AIA Document A141™–2014, Exhibit D, Insurance and Bonds

PAGE 34

_____ Corky Diamond, Project Executive _____

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:45:26 on 09/24/2014 under Order No. 1058495477 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ - 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A141™ – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 25 day of September in the year 2014 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

St. Johns River Center "Adventures in a Wetlands Ecosystem"
100 Memorial Drive,
Palatka, FL 32177

THE OWNER:
(Name, legal status and address)

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

THE DESIGN-BUILDER:
(Name, legal status and address)

Riverfront Square Development, Limited Liability Company
110 South 2nd Street
Suite 113
Palatka, FL 32177

The Owner and Design-Builder hereby amend the Agreement as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

TABLE OF ARTICLES

A.1 CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section A.1.2 below

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[ ] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[ ] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be Six Hundred Ninety Nine Thousand One Hundred Forty Four Dollars and Zero Cents ($ 699144.00), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

Zev Cohen & Associates Drawings C1-C6 60% plan submittal, Geotechnical Report #1102507 by Universal Dated 2.28.14, Revised Building Elevation by CRG Architects provided to the RFP Committee 8.26.2014 attached to this Exhibit 'A' as Attachment 'A', Revised Floor Plan provided to the City of Palaka 9.12.14 attached to this Exhibit 'A' as Attachment 'B'
(Paragraph Deleted)
Other alternates and
(Table Deleted)

(Paragraphs Deleted)
futher design clarifications and
(Paragraphs Deleted)
building plan submittal dates are outlined in the
Project Schedule attached to this Exhibit A as Attachment 'C'

(Paragraphs Deleted)
(Table Deleted)

(Paragraph Deleted)

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be as follows:

Payment applications will be made on the Friday of each week. The City will have 7 calendar days to review and certify or reject the application. Applications will be made on AIA G702 forms with the G703 Schedule of values and backup.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than , Friday of that week the Owner shall make payment of the certified amount to the Design-Builder not later than 20 days. . If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Owner certifies the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing),

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work,; and

(Paragraph Deleted)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

(Paragraphs Deleted)

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 20 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

(Paragraph Deleted)

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ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work

(Paragraph Deleted)

As outlined in the Project Schedule, Attachment 'C' of this document

(Table Deleted)

(Paragraphs Deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

(Paragraph Deleted)

(Table Deleted)

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Project Specifications per the RFP Phase II Technical Narrative Response Response, Attachment 'D' As a note, the Electrical, HVAC, and Plumbing specifications included in the attachment are incomplete and will have to be further designed and approved by the City of Palatka as the Design Drawings allow.

(Table Deleted)

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Revised Building Elevation By CRG Architects, Revised Floor Plan by CRG Architects

(Table Deleted)

(Paragraphs Deleted)

(Table Deleted)

(Paragraph Deleted)

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

N/A

.2 Contingencies

N/A

§ A.3.1.6 Design-Builder's assumptions and clarifications:

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§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

The project deviations from the original program are outlined as follows: 1) Reducing the building from a two-story building with a balcony to a one-story building with a roof deck. 2) Changing the building footprint to 70' x 70' with a 4900 sf envelope. 3) Modifying the exterior finishes of the building from strictly stucco to stucco and brick. 4) Adding windows to the exterior elevations to allow the building to comply with the design intent of the City of Palatka Downtown Overlay District elevation requirements. 5) Adding planters and landscaping along the perimeter of the roof to provide a "green roof" appearance and soften the building elevations. 6) Change the rooftop access from internal staircases and elevators to an exterior stair and exterior lift. These deviations are shown on the building elevation and revised floor plan already identified in this document.

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

Full Construction Drawings, (Architectural, Structural, Mechanical, Electrical, Plumbing and Landscaping Drawings) These drawings will meet all local code requirments and be provided to the City of Palatka per the Design Schedule outlined in the Project Schedule attached to this doument.

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

.1 General Contractor "Qualifier"

William Diamond

.1 Project Manager

Corky Diamond

.2 Others

Aaron Weeks

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

CRG Architects

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

(Paragraphs Deleted)
§

(Paragraph Deleted)
(Table Deleted)

(Paragraphs Deleted)

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be

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permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
	Corky Diamond, Manager
(Printed name and title)	*(Printed name and title)*

Init.

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Additions and Deletions Report for
AIA® Document A141™ – 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:48:21 on 09/24/2014.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 25 day of September in the year 2014 (the "Agreement")

...

St. Johns River Center "Adventures in a Wetlands Ecosystem"
100 Memorial Drive,
Palatka, FL 32177

...

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

...

Riverfront Square Development, Limited Liability Company
110 South 2nd Street
Suite 113
Palatka, FL 32177

...

[X] Stipulated Sum, in accordance with Section A.1.2 below

PAGE 2

§ A.1.2.1 The Stipulated Sum shall be Six Hundred Ninety Nine Thousand One Hundred Forty Four Dollars and Zero Cents ($ 699144.00), subject to authorized adjustments as provided in the Design-Build Documents.

...

Zev Cohen & Associates Drawings C1-C6 60% plan submittal, Geotechnical Report #1102507 by Universal Dated 2.28.14, Revised Building Elevation by CRG Architects provided to the RFP Committee 8.26.2014 attached to this Exhibit 'A' as Attachment 'A', Revised Floor Plan provided to the City of Palaka 9.12.14 attached to this Exhibit 'A' as Attachment 'B'

...

~~§ A.1.2.3 Unit prices, if any:~~

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...

~~*(Identify item, state the unit price, and state any applicable quantity limitations.)*~~*Other alternates and*

...

Item	Units and Limitations	Price per Unit ($0.00)

...

~~§ A.1.3 Cost of the Work Plus Design-Builder's Fee~~

...

~~§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.~~

...

~~§ A.1.3.2 The Design-Builder's Fee:~~

...

~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)*~~*futher design clarifications and*

...

~~§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price~~

...

~~§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.~~

...

~~§ A.1.4.2 The Design-Builder's Fee:~~

...

~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)*~~

...

~~§ A.1.4.3 Guaranteed Maximum Price~~

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...

~~§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed ($), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.~~

...

~~*(Insert specific provisions if the Design-Builder is to participate in any savings.)*~~

...

~~§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price~~

...

~~Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.~~

...

~~*(Provide information below or reference an attachment.)*~~

...

~~§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:~~building plan submittal dates are outlined in the

...

~~*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)*~~*Project Schedule attached to this Exhibit A as Attachment 'C'*

...

~~§ A.1.4.3.4 Unit Prices, if any:~~

...

~~*(Identify item, state the unit price, and state any applicable quantity limitations.)*~~

...

Item	~~Units and Limitations~~	~~Price per Unit ($0.00)~~

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...

~~§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

...

§ A.1.5.1.2 The period covered by each Application for Payment shall be ~~one calendar month ending on the last day of the month, or~~ as follows:

...

Payment applications will be made on the Friday of each week. The City will have 7 calendar days to review and certify or reject the application. Applications will be made on AIA G702 forms with the G703 Schedule of values and backup.

...

§ A.1.5.1.3 Provided that an Application for Payment is received not later than ~~the – day of the month,~~ , Friday of that week the Owner shall make payment of the certified amount to the Design-Builder not later than ~~the – day of the – month.~~ 20 days. . If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than ~~(–)~~ 30 days after the Owner ~~receives~~ certifies the Application for Payment.

PAGE 3

~~§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

...

~~§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.~~

...

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, ~~less retainage of – percent (– %)~~ on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;

...

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.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing),~~less retainage of _ percent (_ %);~~

...

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete ~~Work, retainage applicable to such work and unsettled claims;~~ Work,; and

...

~~*(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)*~~

...

~~**§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:**~~

...

~~*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)*~~

...

~~**§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee**~~

...

~~**§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.**~~

...

~~**§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:**~~

...

~~.1 Take the Cost of the Work as described in Article A.5 of this Amendment;~~

...

~~.2 Add the Design-Builder's Fee, less retainage of _ percent (_ %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~

...

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~~.3 Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;~~

...

~~.4 Subtract the aggregate of previous payments made by the Owner;~~

...

~~.5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~

...

~~.6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

...

~~§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.~~

...

~~§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price~~

...

~~§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.~~

...

~~§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:~~

...

~~.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.~~

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...

~~.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~

...

~~.3 Add the Design-Builder's Fee, less retainage of percent (%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~

...

~~.4 Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;~~

...

~~.5 Subtract the aggregate of previous payments made by the Owner;~~

...

~~.6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~

...

~~.7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.~~

...

~~§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.~~

...

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than ~~30~~ 20 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

...

~~§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have~~

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~~been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.~~

PAGE 4

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work~~not later than ( ) days from the date of this Amendment, or as follows:~~

...

~~*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*~~

...

As outlined in the Project Schedule, Attachment 'C' of this document

...

~~Portion of Work~~	~~Substantial Completion Date~~

...

~~, subject to adjustments of the Contract Time as provided in the Design-Build Documents.~~

...

~~*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*~~

...

~~**§ A.3.1.1** The Supplementary and other Conditions of the Contract:~~

...

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

...

Project Specifications per the RFP Phase II Technical Narrative Response Response, Attachment 'D' As a note, the Electrical, HVAC, and Plumbing specifications included in the attachment are incomplete and will have to be further designed and approved by the City of Palatka as the Design Drawings allow.

...

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

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...

Revised Building Elevation By CRG Architects, Revised Floor Plan by CRG Architects

...

Number	Title	Date

...

~~§ A.3.1.4 The Sustainability Plan, if any:~~

...

~~*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*~~

...

Title	Date	Pages

...

~~*Other identifying information:*~~

...

N/A

...

N/A

PAGE 5

The project deviations from the original program are outlined as follows: 1) Reducing the building from a two-story building with a balcony to a one-story building with a roof deck. 2) Changing the building footprint to 70' x 70' with a 4900 sf envelope. 3) Modifying the exterior finishes of the building from strictly stucco to stucco and brick. 4) Adding windows to the exterior elevations to allow the building to comply with the design intent of the City of Palatka Downtown Overlay District elevation requirements. 5) Adding planters and landscaping along the perimeter of the roof to provide a "green roof" appearance and soften the building elevations. 6) Change the rooftop access from internal staircases and elevators to an exterior stair and exterior lift. These deviations are shown on the building elevation and revised floor plan already identified in this document.

...

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Full Construction Drawings, (Architectural, Structural, Mechanical, Electrical, Plumbing and Landscaping Drawings) These drawings will meet all local code requirments and be provided to the City of Palatka per the Design Schedule outlined in the Project Schedule attached to this doument.

...

.1 ~~Superintendent~~ General Contractor "Qualifier"

...

William Diamond

...

~~.2~~ .1 Project Manager

...

Corky Diamond

...

~~.3~~ .2 Others

...

Aaron Weeks

...

CRG Architects

...

~~§ A.5.1.1 Labor Costs~~

...

~~§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.~~

...

~~§A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.~~

...

~~*(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*~~

...

~~Person Included~~	~~Status (full-time/part-time)~~	~~Rate ($0.00)~~	~~Rate (unit of time)~~

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...

~~§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

...

~~§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.~~

...

~~§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.~~

...

~~§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.~~

...

~~§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction~~

...

~~§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.~~

...

~~§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.~~

...

~~§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items~~

...

~~§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost~~

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~~or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.~~

...

~~§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.~~

...

~~§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.~~

...

~~§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.~~

...

~~§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.~~

...

~~§ A.5.1.5 Miscellaneous Costs~~

...

~~§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.~~

...

~~§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.~~

...

~~§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.~~

...

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~~§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.~~

...

~~§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.~~

...

~~§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.~~

...

~~§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.~~

...

~~§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.~~

...

~~§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.~~

...

~~§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~

...

~~§ A.5.1.6 Other Costs and Emergencies~~

...

~~§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.~~

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~~§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.~~

...

~~§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.~~

...

~~§ A.5.1.7 Related Party Transactions~~

...

~~§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.~~

...

~~§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.~~

...

~~§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract~~

...

~~The Cost of the Work shall not include the items listed below:~~

...

~~.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;~~

...

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~~.2 Expenses of the Design-Builder's principal office and offices other than the site office;~~

...

~~.3 Overhead and general expenses, except as may be expressly included in Section A.5.1;~~

...

~~.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;~~

...

~~.5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;~~

...

~~.6 Any cost not specifically and expressly described in Section A.5.1; and~~

...

~~.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.~~

...

~~§ A.5.3 Discounts, Rebates, and Refunds~~

...

~~§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.~~

...

~~§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.~~

...

~~§ A.5.4 Other Agreements~~

...

~~§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change~~

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~~Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.~~

...

~~**§ A.5.4.2** Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design-Builder and a Contractor is awarded on a cost-plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.~~

...

~~**§ A.5.4.3** The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.~~

PAGE 6

_____ Corky Diamond, Manager

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:48:21 on 09/24/2014 under Order No. 1058495477 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ - 2014 Exhibit A, Design-Build Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A141™ – 2014 Exhibit B

Insurance and Bonds

for the following PROJECT:
(Name and location or address)

St. Johns River Center "Adventures in a Wetlands Ecosystem"
110 South First Street, Palatka, FL 32177

THE OWNER:
(Name, legal status and address)

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

THE DESIGN-BUILDER:
(Name, legal status and address)

Riverfront Square Development, Limited Liability Company
110 South 2nd Street
Suite 113
Palatka, FL 32177

THE AGREEMENT
This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 25 day of September in the year 2014 .
(In words, indicate day, month and year.)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

B.1 GENERAL

B.2 DESIGN BUILDER'S INSURANCE AND BONDS

B.3 OWNER'S INSURANCE

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL
The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS
§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

Init.
/

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(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

Riverfront Square Development will provide certificates of coverage to the City of Palatka (Owner) from the date the foundation drawings are submitted as referenced in Project Schedule line number 6.

§ B.2.1.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury;
.3 damages because of injury to or destruction of tangible property;
.4 bodily injury or property damage arising out of completed operations; and
.5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits as provided below:

2,000,000

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 Additional Insured Obligations. The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to

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the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Letter Of Credit
The Design-Builder shall provide Letter of Credit as follows: The specific terms and conditions of the Letter of Credit must be agreed by the City of Palatka (Owner), in its sole and unbridled discretion, before the Letter of Credit is deemed accepted and before work under the AIA A141-2014 Design-Build Agreement can proceed.
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
$700,000 Bank Letter of Credit	

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE
§ B.3.1 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance
§ B.3.2.1 Unless otherwise provided, at the time of execution of the building permits, the Design-Builder shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles.. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Design-Builder shall pay costs not covered because of such deductibles.

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§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ B.3.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ B.3.2.3 If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

§ B.3.2.4 Loss of Use Insurance. At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ B.3.2.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ B.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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§ B.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

The amount $700,000 Bank Letter of Credit will be reduced as the project progresses. The amount of each reduction will be tied to a milestone completion date identified in the Project Schedule. The amount of the reduction will equal the amount of certified payment(s) as outlined in section 9 in the AIA A141 - 2014 Design-Build Agreement less 10% of the certified payment(s) up to and including certified payment(s) for that milestone. Proof of payment to the subcontractors and material suppliers must also be provided to the Owner for each certified payment made by the Owner to the Design-Builder before any Letter of Credit reduction is released to the Design-Builder. Reduction #1 is tied to the completion of line #34 in the Project Schedule. Reduction #2 is tied to the completion of line #40 in the Project Schedule. Reduction #3 is tied to the completion of line #50 in the Project Schedule. Reduction #4 is tied to the completion of line #61 in the Project Schedule. Reduction #5 is tied to the beginning of line #70 and will include the balance of the Letter of Credit.

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Additions and Deletions Report for
AIA® Document A141™ – 2014 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:50:58 on 09/24/2014.

PAGE 1

St. Johns River Center "Adventures in a Wetlands Ecosystem"
110 South First Street, Palatka, FL 32177

...

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

...

Riverfront Square Development, Limited Liability Company
110 South 2nd Street
Suite 113
Palatka, FL 32177

...

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 25 day of September in the year 2014 .

PAGE 2

Riverfront Square Development will provide certificates of coverage to the City of Palatka (Owner) from the date the foundation drawings are submitted as referenced in Project Schedule line number 6.

...

§ B.2.1.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate providing coverage for claims including

...

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

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§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

...

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

...

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

PAGE 3

§ B.2.2 ~~Performance Bond and Payment Bond~~Letter Of Credit

...

The Design-Builder shall provide ~~surety bonds as follows:~~ Letter of Credit as follows: The specific terms and conditions of the Letter of Credit must be agreed by the City of Palatka (Owner), in its sole and unbridled discretion, before the Letter of Credit is deemed accepted and before work under the AIA A141-2014 Design-Build Agreement can proceed.

...

$700,000 Bank Letter of Credit

...

§ B.3.2.1 Unless otherwise provided, at the time of execution of the ~~Design-Build Amendment, the Owner~~ building permits, the Design-Builder shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional ~~deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles.~~ deductibles.. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

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§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the ~~Owner~~ Design-Builder shall pay costs not covered because of such deductibles.

PAGE 5

The amount $700,000 Bank Letter of Credit will be reduced as the project progresses. The amount of each reduction will be tied to a milestone completion date identified in the Project Schedule. The amount of the reduction will equal the amount of certified payment(s) as outlined in section 9 in the AIA A141 - 2014 Design-Build Agreement less 10% of the certified payment(s) up to and including certified payment(s) for that milestone. Proof of payment to the subcontractors and material suppliers must also be provided to the Owner for each certified payment made by the Owner to the Design-Builder before any Letter of Credit reduction is released to the Design-Builder. Reduction #1 is tied to the completion of line #34 in the Project Schedule. Reduction #2 is tied to the completion of line #40 in the Project Schedule. Reduction #3 is tied to the completion of line #50 in the Project Schedule. Reduction #4 is tied to the completion of line #61 in the Project Schedule. Reduction #5 is tied to the beginning of line #70 and will include the balance of the Letter of Credit.

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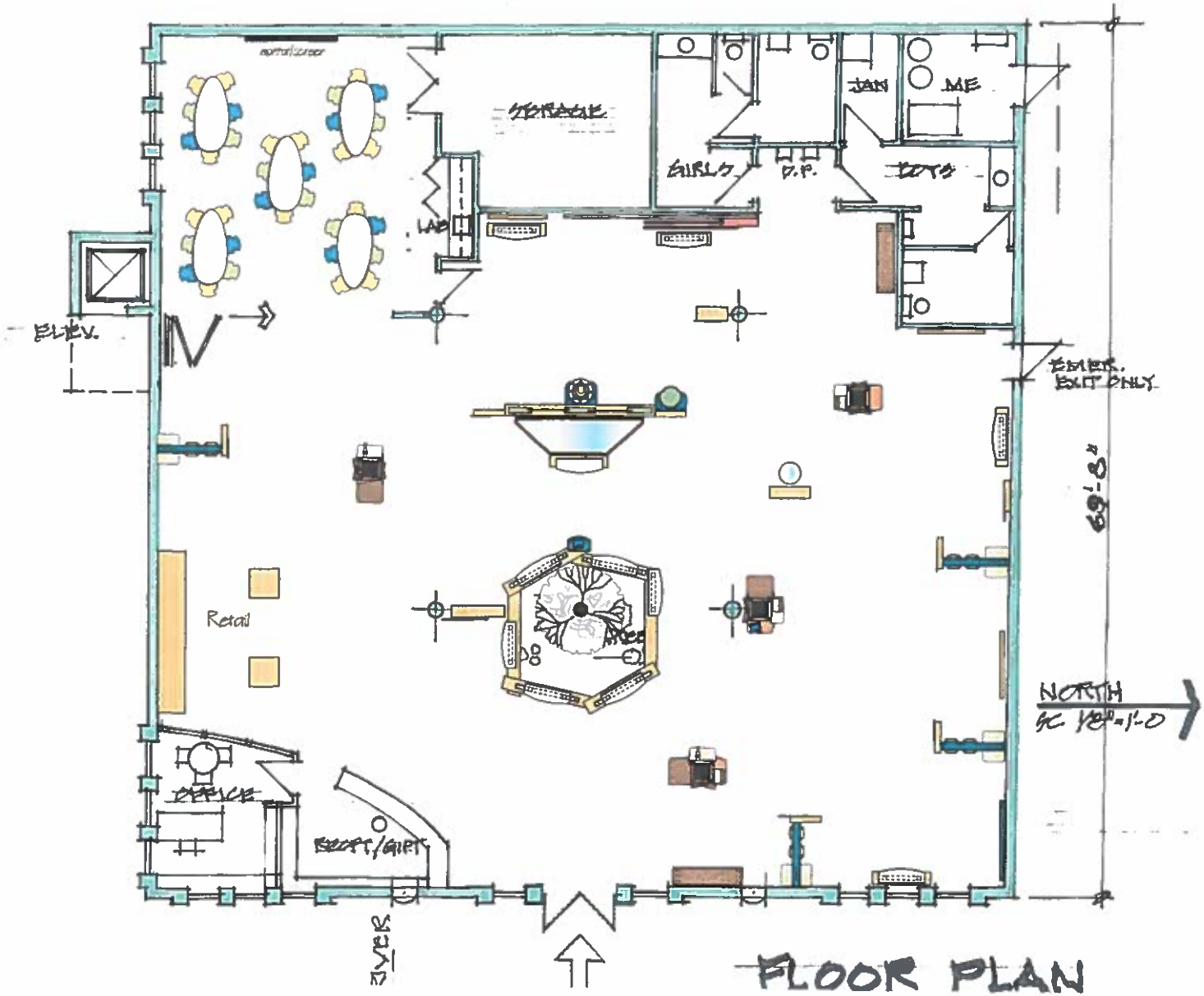
Exhibit A - ATTACHMENT 'A'

Building Elevation

CRG Architects.

Exhibit A - ATTACHMENT 'B'

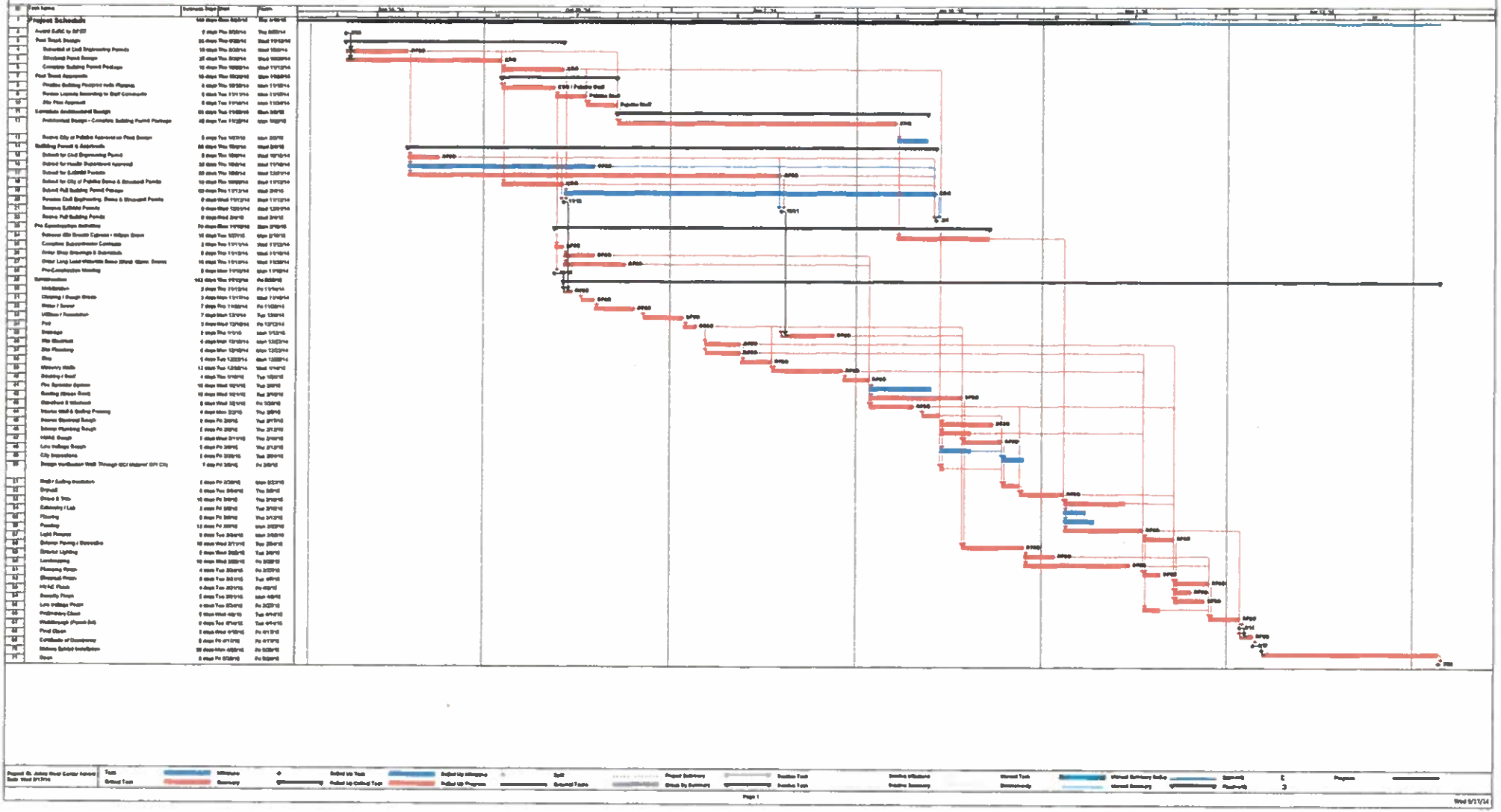


ST. JOHNS RIVER CENTER

ADVENTURES in a WETLANDS ECOSYSTEM

Exhibit A - ATTACHMENT 'C'

Riverfront Square Development, LLC.



Attachment 'D'

Project Specifications

St. Johns River Center Adventures in a Wetlands Ecosystem

Riverfront Square Developent, LLC.

Option 2

D.3. Site Development and Design

a) The St. Johns River Wetland Center will be a center to enhance the awareness, knowledge, and appreciation of the fascinating history and diverse ecology of the St. John's River and its system of lakes, creeks, and wetlands. It will be situated in approximately the same location that the current 60% design documents show – the corner of St. Johns Ave. & Memorial Parkway; and will work within the Cities setback requirements and will use a series of interconnected rain gardens to hold storm water on site prior to moving towards the existing Cities storm water system. The Building will fit within the existing context of the current parking layout. There will be no special requirements for traffic control signage during the construction phase of this project. Once the project is complete, way finding signs will direct visitors to the location of the St. Johns River Wetland Center and these signs will be provided by the City of Palatka. The visual characteristics of the exterior surrounding areas will reflect a rugged plaza with spaces for rest and congregation. Any other requirements that are contained in the bridging documents will be assessed once received from the City of Palatka.

   The exterior construction of the project will consist of reclaimed brick on a CMU wall. Store Front will be used selectively to fulfill day lighting requirements for the spaces inside. The exterior of the building will be low maintenance. The use of historic brick will be secured from the 100 block buildings (please refer to our conceptual drawings).

b) The site utilities will be designed to the standards set forth in the Florida Building code. This includes all required pipe sizing, hydrant pipe sizing, inlet sizes, and potable water sizes. It is the responsibility of the Utility Company to supply the main supply runs, RFSD will tap into those mains to provide the proper service to the building.

c) The outline specifications for the Civil work may include, but are not limited to:

   a. 02070 SELECTIVE DEMOLITION
   b. 02080 UTILITY MATERIALS
   c. 02104 PROTECTION OF SHRUBS AND TREES
   d. 02220 BUILDING EXCAVATION AND FILL
   e. 02230 SITE CLEARING
   f. 02231 TREE PROTECTION
   g. 02260 EXCAVATION SUPPORT & PROTECTION
   h. 02300 EARTHWORK
   i. 02361 TERMITE CONTROL
   j. 02510 WATER DISTRIBUTION
   k. 02530 SANITARY SEWERAGE
   l. 02751 CEMENT CONCRETE PAVING

m. 02831 CHAIN LINK FENCE AND GATE
n. 02840 PLANTING IRRIGATION
o. 02920 TURF AND GRASSES
p. 02930 PLANTS

D.4. Structural Design

a) The general scope of the project is to provide a one story Structural building to house the St. Johns River Wetland Center with a roof top plaza overlooking the river. The overall building dimensions are approximately 70' X 70' (these dimensions are subject to change after RFSD coordinates with the City ,GP, and Malone). The exterior walls will consist of CMU construction. The structure of the building will be either the CMU walls or a separate steel frame construction. The roof deck will be comprised of open web steel joists with a corrugated metal decking and a concrete top. All structural building materials used will be non-combustible. The building shape will not be irregular, so the use of seismic joints will not be required.

b) The framing system of the interior spaces will be metal frame construction, and will tie into the adjacent structural steel systems, transferring any lateral load into either the CMU wall system of the structural steel system, and those loads will be transferred to the concrete footings for the building.

c) The foundation of this building will be a series of spread and continuous concrete footings. These footings will be designed to meet all FBC requirements for bearing and uplift. Once the bridging documents (soils bearing report) is received from the City of Palatka, design of the footings can be completed.

d) The Fire Resistance of the structure will be obtained through the use of non-combustible materials for the structure of the building, and the inclusion of a fire suppression system.

e) The assumed live loads and dead loads for the building will be in accordance with the recommend design values per the FBC and per the occupancy use of the structure. Wind loads will be determined by the FBC. Siesmic loads will not be taken into account. The Utilization factors per the DCM 2009 Article 3.11 are not relevant to this project, and will not be taken into consideration.

f) The outline specifications for the Structural work may include, but are not limited to:

a. 03010 CONCRETE, GENERAL
b. 04200 UNIT MASONRY
c. 04230 REINFORCED UNIT MASONRY
d. 05120 STRUCTURAL STEEL FRAMING
e. 05210 STEEL JOIST FRAMING

f. 05310 STEEL DECKING
g. 05400 COLD-FORMED METAL FRAMING
h. 05500 METAL FABRICATIONS
i. 05511 METAL STAIRS
j. 05521 PIPE AND TUBE RAILINGS

D.5. Architectural Design

a) The existing floor plan as shown in the 60% documents cannot be built with the limited funds available. Therefore the existing 60% plans need to be nearly abandoned, and a new building designed that can better meet the Cities requirements, and available funding. We are proposing a one story floor plan that contains all required programmed spaces and a covered roof terrace overlooking the St John's River. The footprint of the building will have to be enlarged to accommodate the consolidation to one floor. The interior design theme will be tailored to match the designs that are being provided by the Malone group. This building will be designed in consort with the Malone group to ensure proper space is allocated to the displays. The covered rooftop terrace will fulfill the requirement that Malone has of tying the St John's River back to the Education Center. Construction of interior partition walls will be metal studs with GWB each side. GWB will be finished and painted, and there will be the opportunity to selectively use reclaimed lumber from the Wilson Cypress sit. The building is a one story structure, and all emergency exit doors will have direct access to the exterior. The building will meet all Life Safety and Egress requirements listed in the Florida Building Code.

b) A color board is not appropriate at this phase of the submission. It is our intention to work with Malone and the City in order to provide colors for the flooring, wall, and ceiling that best enhance the experience of the education center. The exterior colors of the education center will be tailored to the surrounding and adjacent structure

c) We will review the requirements for the "U" values in the bridging documents once they are received. These will determine the insulation values for the exterior walls. If these are not provided, it is our intention to provide insulation values for the roof and walls that meet the requirements outlined in the Green Globes criteria. Mechanical rooms will be sized appropriately for the units selected. We will be working in close concert with our Engineers to ensure this is provided.

d) The outline specifications for the Architectural work may include, but are not limited to:

a. 01100 SUMMARY OF THE WORK
b. 01810 GENERAL COMMISSIONING REQUIREMENTS
c. 01820 DEMONSTRATION & TRAINING
d. 3010 CONCRETE, GENERAL
e. 04200 UNIT MASONRY06100 ROUGH CARPENTRY

f.	06160	SHEATHING
g.	06201	EXTERIOR FINISH CARPENTRY
h.	06402	INTERIOR ARCHITECTURAL WOODWORK
i.	07170	BENTONITE WATERPROOFING
j.	07200	INSULATION
k.	07214	FOAM PLASTIC MASONRY WALL INSULATION
l.	07400	PRE-INSULATED METAL ROOF PANELS
m.	07410	MANUFACTURED ROOF PANELS
n.	07500	SBS MODIFIED BITUMINOUS MEMBRANE ROOFING
o.	07600	FLASHING AND SHEET METAL
p.	07841	THROUGH-PENETRATION FIRESTOP SYSTEMS
q.	07900	JOINT SEALERS
r.	08110	HOLLOW METAL DOORS AND FRAMES
s.	08210	WOOD DOORS
t.	08410	ALUMINUM ENTRANCES, STOREFRONTS AND CURTAIN WALL SYSTEM
u.	08553	ALUMINUM CLAD WOOD SINGLE-HUNG WINDOWS
v.	08710	FINISH HARDWARE
w.	08800	GLASS AND GLAZING
x.	09220	PORTLAND CEMENT PLASTER
y.	09250	GYPSUM WALLBOARD (DRYWALL)
z.	09300	CERAMIC TILE
aa.	09510	ACOUSTICAL TREATMENT
bb.	09650	RESILIENT TILE FLOORING & BASE
cc.	09681	CARPET TILE
dd.	09800	SPECIAL COATINGS
ee.	09900	PAINTING
ff.	09965	ELASTOMERIC COATING
gg.	10100	MARKER AND TACK BOARDS
hh.	10160	TOILET PARTITIONS
ii.	10190	CUBICLE CURTAIN TRACK SYSTEM AND CURTAINS
jj.	10200	LOUVERS AND VENTS
kk.	10425	SIGNS
ll.	10522	FIRE EXTINGUISHERS, CABINETS & ACCESSORIES
mm.	10800	TOILET ACCESSORIES
nn.	10901	FABRIC AWNINGS
oo.	12300	PLASTIC LAMINATE CASEWORK
pp.	12511	HORIZONTAL LOUVER BLINDS

D.6. Mechanical Design

a) With the complete abandonment of the original 60% drawings that were provided by Lee Hu, it has been determined that all the work previously submitted by the engineers is therefore unsalvageable. We will be working with a Mechanical Engineering Firm that has designed numerous museum spaces, including work with the University of Florida's Harn museum. We have worked with them in the past on many other projects and will coordinate through the entire design process to ensure that coordination between the different systems is thorough. The design for the Mechanical systems will meet all current requirements of ASHRAE and will fulfill the requirements outlined by the Florida Building Code and the Green Globes criteria. This will be analyzed by using an energy model, with information from the design criteria for insulation at the roof and wall systems.

b) All major equipment will be selected in concert with the City of Palatka to ensure that a system is being provided that the Cities maintenance staff is familiar with and can provide routine maintenance to. It is premature for providing catalog cuts since the system has not yet been designed, but systems will be similar to Trane or Aaon. There will be savings realized in heating and cooling costs over the life of the building. Once the system has been selected and designed, the Contract documents will show clearly, the 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.

c) The Mechanical design will rely on Green Globes design techniques to provide an energy efficient building. This will include, but is not limited to, insulation values at exterior wall surfaces to reduce cooling load required, insulated windows to reduce cooling load required, use of energy star rated fixtures, use of low flow fixtures in bathrooms, ect…

d) The plumbing fixtures will be Kohler line of commercial grade or an approved equivalent. They will be low flow fixtures, and may even be sensor operated fixtures. These will be discussed with the City of Palatka to ensure that the fixtures use will be easy to maintain and repair as required with their current maintenance staff. All plumbing fixtures will meet the criteria contained in the Florida Building Code and other governing bodies. Manuals will be provided once fixtures are selected that meet the standards of the City of Palatka. The fixture units, cold and hot water capacity and miscellaneous special systems are driven by the Florida Building Code based on occupancy and use. The type of system used to provide hot water will be a tankless unit. This will also be coordinated with the City of Palatka for maintenance purposes. All piping insulation will meet the standards set forth in the Florida Building Code or the Green Globes Initiative. Piping types will meet the requirements of the Florida Building Code. We will coordinate with the Malone group for key support systems. There will be no use of compressed

air, fuel oil, or any other special systems for this building. Roof drainage will be determined once the design is finalized upon award of the project.

e) The outline specifications for the Mechanical work may include, but are not limited to:

a.	15005	MECHANICAL GENERAL
b.	15020	CODES AND STANDARDS
c.	15030	MECHANICAL RELATED WORK
d.	15105	PIPES AND PIPE FITTINGS
e.	15110	VALVES
f.	15115	ELECTRIC MOTORS
g.	15120	PIPING SPECIALTIES
h.	15130	EXPANSION COMPENSATION
i.	15135	VIBRATION ISOLATION
j.	15140	METERS AND GAUGES
k.	15150	SUPPORTS, ANCHORS, AND SEALS
l.	15160	MECHANICAL IDENTIFICATION
m.	15170	ACCESS DOORS
n.	15180	TESTING, CLEANING, AND STERILIZATION OF PIPING SYSTEMS
o.	15190	EXCAVATION AND BACKFILL
p.	15205	INSULATION FOR PLUMBING EQUIPMENT AND PIPING
q.	15210	INSULATION FOR HVAC EQUIPMENT AND PIPING
r.	15230	EXTERIOR INSULATION FOR DUCTWORK
s.	15305	SITE FIRE WATER SYSTEMS
t.	15310	BUILDING SPRINKLER SYSTEMS
u.	15330	HYDRAULIC CALCULATIONS
v.	15405	POTABLE WATER SYSTEM
w.	15410	SOIL, WASTE AND VENT SYSTEM
x.	15415	ACID WASTE AND VENT SYSTEM
y.	15420	STORM WATER SYSTEM
z.	15430	PLUMBING FIXTURES, EQUIPMENT, TRIM & SCHEDULE
aa.	15440	GAS SYSTEM
bb.	15455	HYDRONIC SPECIALTIES
cc.	15456	CLASSROOM (MEDICAL TRAINING) GAS SYSTEMS
dd.	15461	CLASSROOM (MEDICAL TRAINING) VACUUM SYSTEM
ee.	15475	PLUMBING PUMPS
ff.	15502	CHILLED WATER PREINSULATED PIPING AND CONDUIT SYSTEM
gg.	15505	HEATING HOT WATER AND CHILLED WATER SYSTEMS
hh.	15506	CONDENSER WATER SYSTEM
ii.	15517	CONDENSING WATER HEATERS (HEATING HOT WATER)
jj.	15533	WATER-COOLED CENTRIFUGAL TURBOCOR CHILLERS
kk.	15544	INDUCED DRAFT COUNTERFLOW COOLING TOWERS

ll.	15560	HVAC PUMPS
mm.	15605	AIR HANDLING UNITS
nn.	15670	FAN COIL UNITS
oo.	15714	MINI SPLIT SYSTEM AIR CONDITIONING UNITS
pp.	15770	PACKAGED ROOFTOP ENERGY RECOVERY UNITS
qq.	15815	FANS
rr.	15840	HVAC METAL DUCTWORK
ss.	15855	DUCTWORK ACCESSORIES
tt.	15860	GRILLES, REGISTERS AND CEILING DIFFUSERS
uu.	15870	DUCT SILENCERS
vv.	15875	WALL LOUVERS
ww.	15880	ROOF-MOUNTED AIR INTAKES AND VENTS
xx.	15885	AIR CLEANING EQUIPMENT AND ULTRAVIOLET LIGHTS
yy.	15890	AIR TERMINALS
zz.	15906	HVAC SEQUENCE OF OPERATION - AIR SIDE EQUIPMENT
aaa.	15907	HVAC SEQUENCE OF OPERATION - HYDRONIC EQUIPMENT
bbb.	15930	DIRECT DIGITAL CONTROLS
ccc.	15955	VARIABLE FREQUENCY DRIVES
ddd.	15970	STARTUP REQUIREMENTS FOR HVAC SYSTEMS
eee.	15985	TESTING AND BALANCING OF MECHANICAL SYSTEMS

D.7. Electrical Power, Lighting, Grounding and Communication

a) The lighting systems for this project will include overall space lighting mounted at the ceiling level, or suspended by the structure if the ceiling is left exposed. These lights will de dimmable depending on the foot-candles of light received from any apertures in the exterior walls or roof. For the displays, we will work in concert with Malone to provide the required lighting for their displays and the proper temperature. We will use efficient light fixtures and all lighting requirement will meet or exceed the Florida Building Code. We will also use the Green Building Initiative to help drive the design requirements. This will be designed once we have been awarded the project. The budget of the project will determine the type of fixtures that can be supplied and their design. We plan on using fixtures that are specified by Malone. We are receptive to the use of LED fixtures, fluorescent fixtures, and low voltage fixtures. All wiring of the will be specified in strict accordance to the Florida Building Code and other governing bodies. All wiring will be installed per the Florida Building Code and the NEC. All receptacles and switches will meet the requirements of the ADA. Installation of electrical floor boxes will be determined by the Malone exhibit program. Seismic requirements will not be taken into consideration. Grounding system for the building will be determined and outlined per the NEC.

b) The outline specifications for the Electrical work may include, but are not limited to:

a.	16005	ELECTRICAL GENERAL
b.	16020	CODES AND STANDARDS

c.	16030	ELECTRICAL RELATED WORK
d.	16034	REINFORCED CONCRETE FOUNDATIONS FOR ELECTRICAL EQUIPMENT
e.	16040	ALTERATIONS AND ADDITIONS TO EXISTING WORK
f.	16100	BASIC MATERIALS AND METHODS
g.	16101	CONDUCTOR AND CABLE IDENTIFICATION
h.	16102	PVC RACEWAYS
i.	16103	GENERAL GROUNDING ELECTRICAL SYSTEMS
j.	16105	EXCAVATION AND BACKFILL
k.	16106	MANHOLES AND PULL BOXES
l.	16110	DISCONNECT SWITCHES
m.	16112	FUSES 600 VOLTS AND BELOW
n.	16120	CIRCUIT BREAKER ENCLOSURES
o.	16125	CIRCUIT BREAKERS, MOLDED CASE
p.	16140	MOTOR STARTERS
q.	16150	CONTACTORS
r.	16155	RELAYS
s.	16160	TIME SWITCHES
t.	16165	PHOTOCELL CONTROL
u.	16170	GENERAL WIRING DEVICES
v.	16200	EMERGENCY LIGHT AND POWER SYSTEM
w.	16210	EMERGENCY LIGHTING, BATTERY UNITS
x.	16215	EMERGENCY LIGHTING, BATTERY INVERTER UNITS
y.	16420	PANELBOARDS
z.	16450	TRANSFORMERS - DRY TYPE
aa.	16521	LIGHTING FIXTURES
bb.	16530	LIGHTING FIXTURE, HID LAMP TYPE
cc.	16540	LIGHTING FIXTURE SUPPORTS, STANDARDS AND POLES
dd.	16600	LIGHTNING PROTECTION SYSTEM - CLASS I MATERIALS
ee.	16620	SURGE PROTECTION - SECONDARY
ff.	16712	TELEPHONE, COMPUTER, TELEVISION SYSTEMS
gg.	16731	FIRE DETECTION AND ALARM SYSTEM - ADDRESSABLE
hh.	16850	CONTROLS FOR MECHANICAL SYSTEMS
ii.	16900	WORK REQUIRED FOR EQUIPMENT FURNISHED IN OTHER DIVISIONS

c) The Communications systems will be developed as the project is designed from coordination with the requirements of the City of Palatka and the Malone Group. We are prepared and qualified to provide low voltage/communication wiring as required by the demands of this project.

d) The Exterior Electrical Distribution System shall be designed as required per the Florida Building Code and in strict accordance with the NEC. This will be determined during the design phase of the project once the project has been awarded, and these will be discussed with the City of

Palatka for coordination purposes to tie into the Cities Plan for the Exterior Landscaping. Cut sheets for all fixtures used shall be provided during the Construction Document phase with input from the City of Palatka and the Malone Group.

e) It is our intention to use fundamentally sound practices outlined in the Green Globes Initiative and the Energy Star rating system to provide a building the is Environmentally sensitive and provides Energy Conservation.

D.8. Fire Protection Design

a) We will deliver a building that meets the Florida Building Code requirements for life safety. We will provide an automated sprinkler protection system. This system will be designed by a Florida Registered Engineer and will be in conjunction with all the required fire alarm systems and control panel. The selection of the control panel with be at the direction of the City of Palatka to ensure maintenance personnel be able to readily use and maintain the equipment.

D.9. Energy Analysis, Economic Analyses, Control Systems

a) We anticipate utilizing a 6 to 8 ton, 12 to 18 Seer Slit HVAC system to address the heating and cooling loads in the building. Trane and Carrier systems are both proven, quality systems that will be considered. We will
b) The LCCA will be provided to the City of Palatka upon completion of the HVAC design.

D.10. Commissioning Plan

a) Commissioning for the River Center will consist of the QC Manager verifying and certifying the proper start-up and turn over of systems to the City of Palaka. The QC Manager will also certify the HVAC test and balance report to the City of Palatka. The checks and balances of this process are outlined in the QC Management Plan where our 3rd Party Inspector SK Engineering will represent the City's interests. The commissioning process will be completed only when all the OEM manuals, warranties and certifications are turned over to the City of Palatka and verified complete.
b) Our HVAC commissioning will include certification of the test and balancing report to the City of Palatka as well as the QC Manager certifying it is complete.
c) We will commission the following systems:
d) Plumbing Fixtures & Water Heater
e) Lighting Controls
f) Door Hardware and Latches
g) HVAC System, Ventilation and Thermostat Controls
h) Mechanical Lifts
i) Audio Visual Equipment (Installed by RFSD)

D.11. Environmental Compliance

a) RFSD will adhere to all local and federal codes regarding identification and handling hazardous materials onsite. Any contaminated soil material uncovered through excavation of footings, drainage structures or otherwise, will be handled under FEPA guidelines. If soils that are believed to be contaminated are uncovered, RFSD will immediately stop excavation and notify the City of Palatka for further direction. Any excavated soil removed from the site will be hauled and disposed by a State Certified materials handler. Any fill soil material that is brought onsite will be certified to be clean and not containing any contaminated or hazardous materials. We do not foresee any need for special environmental permits for this project. Our RFSD Palatka office has jurisdiction over all environmental issues.
b) Recycled materials: RFSD will utilize recycled brick for the exterior and reclaimed cypress from the Wilson Cypress Cove for interior accents.
c) Green Globes Design Criteria. It is our intention to utilize many of the principles contained in the Green Globes initiative, which may contain:
    a. Using proper erosion control measures
    b. Using high albedo roofing materials and reflective roofing materials
    c. Use light fixtures that minimize sky glow and light trespass
    d. Optimize floor area to fulfill the buildings functional and spatial requirements
    e. Utilizing day-lighting throughout the building
    f. Meeting thermal resistance of exterior enclosure to meet Federal or State Building Codes
    g. Use glazing with Low U Factors
    h. Use low flush toilets, water saving fixtures and devices
    i. Utilizing a construction waste management plan

Agenda Item

7

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 - ***Tabled to time certain on 9/11/14 -- Staff recommendation to Table ordinance pending public workshop***

SUMMARY:
On September 11, 2014 the first reading of this ordinance was tabled to a time certain of September 25, 2014 in order to make corrections and amendments. Later in the meeting on September 11, Staff was directed to schedule a City Commission Workshop concerning this ordinance and proposed amendments.

Staff recommends tabling first reading on this ordinance until after the public workshop has been held.

RECOMMENDED ACTION:
Table first reading on the ordinance amending Zoning Code Article VI, Landscaping and Tree Protection, and Article VII, Buffering and Screening.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/12/2014 - 4:19 PM
City Clerk	Driggers, Betsy	Approved	9/12/2014 - 4:19 PM
City Manager	Czymbor, Michael	Approved	9/13/2014 - 8:48 AM
Finance	Reynolds, Matt	Approved	9/16/2014 - 4:15 PM
City Clerk	Driggers, Betsy	Approved	9/16/2014 - 4:41 PM

Agenda Item

8

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 earn a fixed interest rate on payments made into the DROP - 2nd Reading, Adopt

SUMMARY:
This ordinance was passed on first reading on September 11, 2014.

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.

This Ordinance also 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:
Adopt on second 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

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	9/12/2014 - 4:30 PM
City Clerk	Driggers, Betsy	Approved	9/12/2014 - 4:30 PM
City Manager	Czymbor, Michael	Approved	9/13/2014 - 8:47 AM
Finance	Reynolds, Matt	Approved	9/16/2014 - 4:15 PM
City Clerk	Driggers, Betsy	Approved	9/16/2014 - 4:41 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 2-250.371(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

9

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 - 2nd Reading, Adopt

SUMMARY:
This is second 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 ordinance was passed on first reading on 9/11/14

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:
Adopt on second 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	9/12/2014 - 4:43 PM
City Clerk	Driggers, Betsy	Approved	9/12/2014 - 4:43 PM
City Manager	Czymbor, Michael	Approved	9/13/2014 - 8:47 AM
Finance	Reynolds, Matt	Approved	9/16/2014 - 4:16 PM
City Clerk	Driggers, Betsy	Approved	9/16/2014 - 4:42 PM

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

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.

Agenda Item

10

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 - 2nd Reading, Adopt

SUMMARY:
This is the second 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). This ordinance was passed on first reading on 9/11/14.

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:
Adopt on 2nd reading an ordinance amending Appendix "A," Fee Schedule, of the Code of Ordinances of the City of Palatka (passed on first reading on 9/11/14)

ATTACHMENTS:

Description	Type
Ordinance revising Aopendix A, Fee Schedule	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/12/2014 - 4:36 PM
City Clerk	Driggers, Betsy	Approved	9/12/2014 - 4:36 PM
City Manager	Czymbor, Michael	Approved	9/13/2014 - 8:47 AM
Finance	Reynolds, Matt	Approved	9/16/2014 - 4:15 PM
City Clerk	Driggers, Betsy	Approved	9/16/2014 - 4:41 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; PLANNING AND 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

11

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 Board to hear code violations and appeals - 2nd Reading, Adopt

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 quasi-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:
Adopt on second 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 (passed on first reading on 9/11/14)

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/15/2014 - 11:49 AM
City Clerk	Driggers, Betsy	Approved	9/15/2014 - 11:50 AM
City Manager	Czymbor, Michael	Approved	9/17/2014 - 4:22 PM
Finance	Reynolds, Matt	Approved	9/18/2014 - 1:09 PM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 4:03 PM

ORDINANCE NO 14-

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA RESTATING CHAPTER 2, ARTICLE V, DIVISION II ENFORCEMENT OF CODES AND ORDINANCES TO AMEND ARTICLE V, SECTION 2-314, ENFORCEMENT GENERALLY, AND 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

12

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 Nuisance Abatement Board for hearings, violations and appeals - 2nd Reading, Adopt

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:
Adopt on second reading an ordinance revising Chapter 46, Article IV, Section 46-251 through 46-258 to designate the Code Enforcement Board as the Nuisance Abatement Board to hear Nuisance Abatement hearings, violations and appeals (passed on first reading 9/11/14).

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/15/2014 - 11:54 AM
City Clerk	Driggers, Betsy	Approved	9/15/2014 - 11:55 AM
City Manager	Czymbor, Michael	Approved	9/17/2014 - 4:22 PM
Finance	Reynolds, Matt	Approved	9/18/2014 - 1:09 PM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 4:03 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

13

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 - 2nd Reading, Adopt

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:
Adopt on second 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 (passed on first reading on 9/11/14).

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	9/15/2014 - 11:57 AM
City Clerk	Driggers, Betsy	Approved	9/15/2014 - 11:57 AM
City Manager	Czymbor, Michael	Approved	9/17/2014 - 4:23 PM
Finance	Reynolds, Matt	Approved	9/18/2014 - 1:09 PM
City Clerk	Driggers, Betsy	Approved	9/18/2014 - 4:03 PM

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, SIGNS, ARTICLE I, SECTION 62-1, DEFINITIONS, AND SECTION 62-2, ENFORCEMENT; 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 the 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

APPROVED AS TO FORM AND LEGALITY: