VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

EGRA KITCHENS
MMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

AGENDA
CITY OF PALATKA
September 13, 2012

CALL TO ORDER:
a. Invocation – The Reverend Kirby Kennedy, DD, Pastor; First Baptist Church of Palatka
b. Pledge of Allegiance
c. Roll Call

APPROVAL OF MINUTES – 8/16/12 Regular Meeting

1. **PUBLIC RECOGNITION/PRESENTATIONS:**

2. **PUBLIC COMMENTS** - (Speakers limited to three minutes – no action taken on items)

3. **CONSENT AGENDA:**
   - ***a. Award bid for Fire Engine to Sutphen Corporation in the amount of $310,622.08** (USDA Grant $150,000.00/Local Match $160,622.08) per results of RFQ and recommendation of Fire Chief
   - ***b. Authorize renewal of Display Advertising Contract** with Palatka Daily News eff. 10/1/12
   - ***c. Authorize Acceptance of Victims of Crime Act (VOCA) Grant F/Y 2012-13 in the amount of $37,715.00** ($9,429.00 local match) to fund a full-time Victims' Advocate, per recommendation of Police Chief
   - ***d. Declare surplus items per attached** for disposition: 2 Autos and various laptop computers
   - ***e. Reappoint LaSandra Williams to the Palatka Code Enforcement Board** for a three-year term to expire September, 2015 (incumbent – sole applicant)
   - ***f. Appoint Johnny Maurice Brown as Alternate to the Palatka Code Enforcement Board** for a three-year term to expire September, 2015
   - ***g. Adopt Resolution No. 09-26,** entitled A Resolution of the City of Palatka, Florida, urging Congress to consider and pass legislation that expands the use of Community Development Block Grant Funds for public service, at the request of Florida League of Cities via Vice Mayor Brown

** 4. **ACCEPT CRA RECOMMENDATIONS** for TIF Expenditures/Business as follows:
   a. **ALLOCATE** $745.00 for FRA Membership Renewal Dues (CBD)
   b. **ACCEPT PROPOSAL FROM University of Florida,** College of Design, Construction & Planning in an amount not to exceed $6,000.00 for CBD Community Greenprint (CBD)
   c. **APPROVE** budget amendments F/Y 2012-13 to include FRA Dues, Greenprint Contract and NEA Grant Match (Art in Public Spaces - $12,926.00)

* 5. **PUBLIC HEARING - TRIM CALENDAR** – Tentative Millage Rate for 2012/13 Budget Year – 9.1749 mills proposed (roll back rate)
   - ***a. Levy Ordinance** – 2012/13 Budget year – 1st Reading
   - ***b. Appropriation Ordinance** – 2012/13 Budget year – 1st Reading

* 6. **RESOLUTION** authorizing City Manager and City Clerk to execute and attest an FAA Grant Award Agreement for Taxiway C Pavement & Drainage Rehabilitation Funding @ 90% (5% FDOT participation/5% City Participation) – Adopt

* 7. **RESOLUTION** authorizing the Mayor and City Clerk to execute and attest a Joint Participation Agreement with FDOT for design and rehabilitation of Taxiway C Drainage including project management and administration (FAA $1,317,067.00; FDOT $73,171,00; City $73,171.00)- Adopt

* 8. **RESOLUTION** authorizing the Mayor and City Clerk to execute and attest a Joint Participation Agreement with FDOT for the design and construction of South Airport Drainage Facilities, including project management & Administration (FDOT $266,829.00; City $66,709.00) - Adopt

* 9. **RESOLUTION** authorizing acceptance of proposal/execution of contract with University of Florida College of Design, Construction & Planning for CBD Greenprint Master Plan – Adopt

* 10. **PUBLIC HEARING – 102 Phillips Dairy Road** - Planning Board Recommendation to Annex, Amend the Future Land Use Map from County US (Urban Service) to City COM (Commercial) and rezone from Putnam County C-2 (Commercial, light) to Palatka C-1 (General Commercial) – Eddie Stoveall, agent for Kenneth W. & Diane M. Schwing, owners

a. Annexation Ordinance – 2nd Reading, Adopt
b. Future Land Use Map Amendment Ordinance – Single Reading, Adopt
c. Rezoning Ordinance – 2nd Reading, Adopt

* 11. **ORDINANCE** amending Zoning Code Section 94-159 to allow manufacturing in Airport Zoning Districts – 1st Reading

* 12. **ORDINANCE** amending water rates – 1st reading

* 13. **ORDINANCE** amending sewer rates – 1st reading

14. **ADMINISTRATIVE REPORTS**

***a. Impact Fees** – City Manager Michael Czymbor

***b. Proposed amendment** to Section 2 of the Memorandum of Understanding between Georgia Pacific Corp. and the City of Palatka for the Palatka Environmental Education Center – City Manager Czymbor, Jonathan Griffith and Attorney Holmes

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:

September 20 – NEFLC Meeting
October 5 – City Safety Luncheon
October 31 – Halloween Trick or Treat (5 – 8 pm)
Nov. 6 – General Election
Nov. 12 – City Offices closed to observe Veteran's Day
Nov. 15 & 16 – FLC Legislative Conference - Orlando
Nov. 22 & 23 – City offices closed to observe Thanksgiving Holiday

Board Openings:

Palatka Housing Auth. Board	1 Vacancy
Tree Committee	1 Vacancy
Code Enforcement Board:	2 Vacancies (Architect. & Alt.)

Agenda Item

3a

CITY COMMISSION AGENDA ITEM

SUBJECT: Bid Award on Fire Engine to Sutphen Corporation - $310,622.08

DEPARTMENT: Fire

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
_X_ Support Documents _X_ Other – Bid Results

SUMMARY: On 6/26/12 the City of Palatka opened bids for a new fire engine. The low bidder is Sutphen Corporation, who submitted a bid in the amount of $310.622.08. A copy of the bid results and Sutphen's bid is attached.

Funding for this truck is broken down as follows:

$150,000.00 USDA Grant
$160,622.08 City Share – balance to be funded through Better Place Revenues

The actual purchase of this Engine is scheduled to take place after March1; however, in order to keep the bid price current, the City should accept the bid and award it to Sutphen, who can begin building the truck upon award. The bid was good for 60 days, but it has been extended for an additional 30 days, so this price holds firm until September 26.

RECOMMENDED ACTION: Award bid for new Fire Engine to Sutphen Corporation in the amount of $310,622.08.

DEPARTMENT HEAD Submitted: [signature] Date: 8-30-12
Requested Agenda 9/10 Date: 9-13-12

FINANCE DEPARTMENT Budgeted X Yes ___ No ___ N/A [signature] Date: 9/6/12

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [signature] Date: 9-6-12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

Mike Lambert

From: Matt Reynolds
Sent: Wednesday, August 29, 2012 10:18 AM
To: Mike Lambert
Subject: Fire Truck Financing

Due to the fact that the bid must be accepted or else we will have to start the process over (through USDA, etc.), I recommend that we accept the bid and order the fire truck. Over the next few months, we will be sending out an RFP for financial advisors in order to select a financial advisor that will assist us in securing the financing for the fire truck as well as refinancing several other loans such as the Frank George loan and Golf Course loan. We will be looking at pledging Better Place revenues to repay the loan for the fire truck.

Matt Reynolds
Director of Finance
City of Palatka
201 N. 2nd Street
Palatka, FL 32177
Phone: (386)329-0100 Ext. 212
Fax: (386)329-0195
mreynolds@palatka-fl.gov

Sutphen Corporation
Proposal

TO THE: DATE: June 26, 2012

City of Palatka
Chief Mike Lambert
201 North 2nd St
Palatka, FL 32177

Ladies and Gentlemen:

We hereby propose and agree to furnish the following fire fighting equipment upon your acceptance of this proposal:

One (1) 2012 Sutphen Level I Custom Pumper
Completed and Delivered for the Total Sum of.....$ 310,622.08
(Three Hundred Ten Thousand Six Hundred Twenty Two and 08/100 Dollars)

This proposal reflects the Florida Sheriff Bid Level I Custom Pumper

Base Price:	$ 308,970.00
Added Options	$ 23,566.71
Sutphen Discount	$ -21,914.63

Unit(s) will be manufactured completely in accordance to the following proposal and delivered approximately 6 to 8 months from receipt of order, subject to delays from all causes beyond our control. Unless accepted within 60 days, we reserve the right to withdraw this proposal.

Respectfully submitted,

David Stonitsch
South Florida Emergency Vehicles Inc.
Sales Representative For The Sutphen Corporation

Sutphen Corporation
7000 Columbus-Marysville Road
Amlin, Ohio 43002

Sutphen Corporation
Proposal

TO THE:

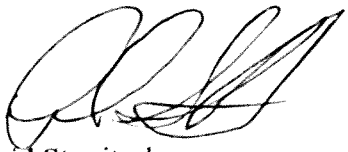
DATE: August 3, 2012

City of Palatka
Chief Mike Lambert
201 North 2nd St
Palatka, FL 32177

Chief Lambert,

We will extend our bid for your pumper for an additional thirty days. Our proposal price will be good until September 26, 2012. Please let me know if you need anything else.

Respectfully submitted,



David Stonitsch
South Florida Emergency Vehicles Inc.
Sales Representative For The Sutphen Corporation

Sutphen Corporation
7000 Columbus-Marysville Road
Amlin, Ohio 43002

City of Palatka
Bid Opening

Date 6-26-12

Job Title (USDA) Fire Engine

Opened by: Mike Lambert

Dept./Engineer Fire

Read by: B Douglas / M. Lambert

Bidder name	Acknowledge Addendums?	Base Bid Amount		
1. Sutphen		$ 310,622.00		
2. Hallmark		$ 318,505.00		
3. Ferrara Fire Apps.		$ 316,671.00		
4.		$		
5.		$		
6.		$		
7.		$		

Witnesses: _____ _____

USDA Rural Development

Florida/Virgin Islands
4440 Northwest 25th Place
Post Office Box 147010
Gainesville, FL 32614-7010

Community Programs
Telephone: (352) 338-3440
FAX: (352) 338-3452
TDD: (352) 338-3499
www.rurdev.usda.gov/fl

April 5, 2012

The Honorable Vernon Myers
City of Palatka
201 N. 2nd Street
Palatka, FL 32177

RE: Community Facilities Grant: $150,000
Purchase New Fire Truck

Dear Mayor Myers:

I am pleased to advise you that the above referenced Community Facilities Grant has been approved. As you are aware the approval is subject to the terms of the Letter of Conditions dated March 16, 2012.

Enclosed are signed copies of Form RD 1940-1 "Request for Obligation of Funds" which are being provided for your records. This form has been signed to indicate approval and obligation of funds.

Sincerely,

PAMELA J. ISLER
Acting Community Programs Director

Enclosures

cc: Area Office
Ocala, FL

MAL: de

USDA is an equal opportunity provider and employer. To file a complaint of discrimination, write: USDA, Office of the Assistant Secretary for Civil Rights, Office of Adjudication, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (866) 632-9992

Betsy Driggers

From: Manning, Rebecca - RD, Ocala, FL [rebecca.manning@fl.usda.gov]
Sent: Wednesday, May 30, 2012 6:12 AM
To: Betsy Driggers
Subject: RE: Specifications

Good Morning Betsy,

You do not have to run an ad in the newspaper. My understanding is that Chief Lambert is using the venders on the Florida Sheriff's Association. I believe there a three. That is all he has to send the specifications to in order to get his bids.

Thank you and have a wonderful day.

Rebecca S. Manning | Area Specialist
Rural Development
US Department of Agriculture
Florida & U.S. Virgin Islands
2441 NE 3rd Street, Suite 204-1| Ocala, Florida 34470
PH: 352-732-9796 extension 123 | FAX: 352-732-9728
http://www.rurdev.usda.gov/fl/

"Committed to the future of rural communities"
"Estamos dedicados al futuro de las communidades rurales"

From: Betsy Driggers [mailto:bdriggers@palatka-fl.gov]
Sent: Tuesday, May 29, 2012 3:44 PM
To: Manning, Rebecca - RD, Ocala, FL
Subject: FW: Specifications

Hi Rebecca,

I'm going to be keeping the bid file on this and I asked Chief Lambert to get a confirmation from you that we are not required to run this bid advertisement in the newspaper. Can you confirm this for me? I just need it for my file.

Thanks,

Betsy Jordan Driggers, CMC
City Clerk
City of Palatka
201 N. 2nd Street
Palatka FL 32177
Ph. 386-329-0100 ext 211
Fax 386-329-0199
bdriggers@palatka-fl.gov

PUBLIC RECORDS NOTICE: Under Florida law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this public entity. Instead, contact this office by phone or in person. Section 668.6076, Florida Statutes.

This e-mail and any files transmitted with it are intended solely for the recipient(s) to whom it is addressed.

From: Mike Lambert
Sent: Tuesday, May 29, 2012 3:26 PM
To: Betsy Driggers
Subject: FW: Specifications

From: Manning, Rebecca - RD, Ocala, FL [mailto:rebecca.manning@fl.usda.gov]
Sent: Thursday, May 24, 2012 7:11 AM
To: Mike Lambert
Subject: RE: Specifications

Chief Lambert,

I was just emailed yesterday afternoon indicating that your bids are acceptable.

Please submit them to the vendors on the Florida Sheriffs Association for the Specification you have indicated.

I will be out of the office most of today on inspections, so if you have any questions please contact Rod Quainton.

Thank you.

Rebecca S. Manning | Area Specialist
Rural Development
US Department of Agriculture
Florida & U.S. Virgin Islands
441 NE 3rd Street, Suite 204-1| Ocala, Florida 34470
PH: 352-732-9796 extension 123 | FAX: 352-732-9728
http://www.rurdev.usda.gov/fl/

"Committed to the future of rural communities"
"Estamos dedicados al futuro de las communidades rurales"

From: Mike Lambert [mailto:mlambert@palatka-fl.gov]
Sent: Wednesday, May 23, 2012 3:42 PM
To: Manning, Rebecca - RD, Ocala, FL
Subject: RE: Specifications

Just touching base again, as we have not gotten a response yet as to the bid package? Thank you again.

From: Manning, Rebecca - RD, Ocala, FL [rebecca.manning@fl.usda.gov]
Sent: Monday, May 21, 2012 2:30 PM
To: Mike Lambert
Subject: RE: Specifications

Chief Lambert,

I am hoping to hear something by close of business today or possibly first thing in the morning.

Second, if you are using the Florida Sheriff Association, then you only send your specifications to the companies that were on the Florida Sheriff Association, which I believe there was a total of 3.

Third, you can apply for another grant at anytime. I am not sure how much funding we have left but we won't know until we get an application.

If you have any questions, please give me a call.

Rebecca S. Manning | Area Specialist
Rural Development
US Department of Agriculture
Florida & U.S. Virgin Islands
2441 NE 3rd Street, Suite 204-1| Ocala, Florida 34470
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"Committed to the future of rural communities"
"Estamos dedicados al futuro de las communidades rurales"

From: Mike Lambert [mailto:mlambert@palatka-fl.gov]
Sent: Monday, May 21, 2012 2:13 PM
To: Manning, Rebecca - RD, Ocala, FL
Subject: RE: Specifications

Thank you. Do you have an estimate on how long it may take to hear back on this bid package? Also, when we advertise our bids, is our website and local newspaper sufficient, or do we need to go farther out, maybe Jacksonville and/or Gainesville?

We are also interested in applying for at least two more grants, one for a brush truck, and one for a USAR truck, both in the 75% match range. Can we apply for these at any time, or do we have to wait for a special cycle to begin? Are there funds available for this type of equipment?

From: Manning, Rebecca - RD, Ocala, FL [rebecca.manning@fl.usda.gov]
Sent: Monday, May 21, 2012 9:00 AM
To: Mike Lambert
Subject: Specifications

Chief Lambert,

Thank you for the revised specifications for the fire truck. I have forwarded them to my State Office and will let you know something as soon as I hear it.

Thank you again for your help and patience in this matter.

Have a wonderful day.

Rebecca S. Manning | Area Specialist
Rural Development
US Department of Agriculture
Florida & U.S. Virgin Islands
2441 NE 3rd Street, Suite 204-1| Ocala, Florida 34470
PH: 352-732-9796 extension 123 | FAX: 352-732-9728
http://www.rurdev.usda.gov/fl/

"Committed to the future of rural communities"
"Estamos dedicados al futuro de las communidades rurales"

Palatka Fire Department

500 N Moody Rd.
Palatka, Florida 32177
Chief Mike Lambert
Office/Fax: 386-329-0155
E-Mail: mlambert@palatka-fl.gov

REQUEST FOR QUOTATION

The City of Palatka Fire Department is soliciting quotes for one (1) heavy duty rescue pumper built on a heavy duty custom cab and chassis.

Instructions: Responders are requested to provide a formal quote based on their apparatus bid on the current Florida Sheriff's Association Bid # 11-10-1202 for 2012 Level I Custom Pumper Specification #16 (Custom Chassis - 4 Door) Extruded Aluminum(pg. 162) or (HME Chassis - 4 Door) Extruded Aluminum(pg. 169).

These specifications define the performance, design, construction, and safety requirements for a new custom built rescue pumper designed to meet the specific needs and functional requirements of the City of Palatka Fire Department. Designed, built, tested, and certified to meet all pertinent NFPA 1901 requirements for a new pumper apparatus.

The vendor MUST provide a detailed description of the apparatus they are proposing in the form of detailed factory direct components list. The vendor MUST also provide in his proposal package a set of drawings depicting the exact apparatus that he is proposing. The drawing shall be a visual interpretation of the apparatus proposed showing all 4 sides and the top of the apparatus.

The following is a list of required additions to the Florida Fire Chiefs bid specifications.

1	CHASSIS:	COST
a.	Frame rail system to have double frame rails with inner C-channel full length liner	
b.	Front bumper extended 24"; to include center hose well for 150' of 1.75" fire hose with diamond plate lid.	
c.	Tow hooks to be chrome plated	
d.	Front axle to have minimum 45-degree front turning cramp angle	
e.	27,000 # capacity rear axle with 27,000# matching spring suspension system	
f.	Rear Tires upgraded to 12R22.5 with highway tread	
g.	Front wheels and outer wheels shall be equipped with polished stainless steel hub covers and lug nut covers.	

h.	Vehicle stability: The apparatus shall be Tilt Table Tested per NFPA 1901 Chapter 4.13 requirements. Due to the problems associated with Electronic Stability Controls an ESC system is not preferred by the Fire Department.	
i.	Maximum wheel base 222".	
2	**POWER TRAIN:**	
a.	Engine with diesel exhaust fluid system.	
b.	Exhaust pipe: Must be stainless steel with end diffuser	
c.	Automatic transmission shifter: push button	
3	**CAB: Extruded Aluminum Cab**	
a.	Cab length: Medium length cab, minimum 60" from centerline of front wheel to back of cab with a 10" minimum raised rear roof for added space in the rear of the cab.	
b.	All SCBA seats must be forward facing and have single lever release system for SCBAs(no straps).	
c.	Forward facing warning lights and turn signals 4" x 6" Linear LED.	
d.	Cornering and warning lights Must be LED	
e.	4 dome lights minimum: Must be LED red and white	
f.	Cab and compartment door ajar warning light MUST be LED	
g.	Two (2) engine compartment LED lights to be provided	
h.	Cab door inner panels Must be all-metal, painted to match interior; no plastic	
i.	Cab interior overhead console Must be all-metal, painted to match interior; no plastic	
j.	Cab windshield: For enhanced forward visibility shall be a minimum 2850 square inches of clear viewing area.	
k.	One 12 volt on board battery charger with auto eject receptacle with yellow cover plate mounted on the cab exterior directly behind the driver's front door.	
l.	Two-Tone Cab Paint (in place of single color paint): The cab and body shall be painted with paint colors to match the Department's current apparatus. The highest quality paint finish is required by the Department. The final paint finish shall have a mirror gloss finish. The cab shall be painted 2-tone, white over red. The department shall provide the successful vendor with the correct paint codes for the red and the white paint colors.	
m.	A ¾" wide gold leaf cab paint break stripe shall be provided and installed on the cab.	
n.	Sixty (60) 3" gold leaf letters with a black border shall be provided and applied to the apparatus.	

4	**LIGHTS AND SIRENS:**	
a.	NFPA compliant upper and lower level warning lights.	
-	Light bar: 72" LED fully populated light bar on cab roof	
-	Cab front: Two 4" x 6"- Linear LED's-red	
-	Bumper ends: 4" x 6" - Linear LED's- red	
-	Tailboard ends- side facing: Two 4" x 6" - Linear LED's- red	
-	Mid-body lower Level: Two 2" x 3" - LED's – red.	
-	Rear of body, rear facing: Two 4" x 6" - Linear LED's-red	
-	Zone C upper rear: Two 2" x 3" beacons, one per side- red	
b.	Siren: One 200 watt electronic hands free siren shall be provided, siren controlled from siren head and steering wheel button.	
c.	One mechanical siren shall be provided and pedestal mounted or mounted in the bumper or grill; equipped with a foot switch for the driver and a push button switch for the officer.	
d.	100 watt siren speaker provided and installed.	
e.	Two rear deck lights: Provide two 7" x 9" halogen rear scene lights on rear of body up high, 1 per side, switched in cab.	
f.	All side and top mount pump panel lights shall be LED.	
g.	Two (2) 12 volt LED with minimum 15000 lumens output scene lights shall be provided. The lights shall be mounted on telescoping poles mounted on the back of the cab, one each side. The lights shall be switched individually inside the cab.	
5	**BODY**	
a.	Top Mount Pump Panel with top mount controls. Apparatus body to be constructed of extruded aluminum and minimum 3/16" thick marine grade 5052 aluminum plate at all load bearing areas of the body.	
b.	A minimum of 3 rescue style full height compartments each side of the apparatus body with one 27" minimum deep compartment at the rear of the body. Side compartment doors: satin finish rollup doors. Minimum of 225 cubic feet of enclosed compartment storage space (not including the hose bed, enclosed ladder storage compartment, or dunnage storage area above pump). Each compartment shall have a minimum load rating of 800 pounds.	
c.	Four (4) heavy duty aluminum adjustable shelves, and four (4) heavy duty aluminum fixed shelves shall be provided and installed as directed. One (1) 500 lb. capacity heavy duty aluminum rollout tray shall be provided and installed.	
d.	SCBA storage compartments, each with a stainless steel access door, shall be provided and installed in the rear fender panels (total storage for 4 cylinders).	

e.	Compartment Lights: All compartments must be equipped with LED strip lighting per NFPA 1901.	
f.	Ladder Storage Compartment: One completely enclosed (front, sides, and rear) aluminum storage compartment shall be installed in the right side of the body for the storage of one 2-section ladder, one roof ladder, one attic ladder, two pike poles, and one backboard. The compartment shall be accessed by a vertically hinged door at the rear of the body.	
g.	Hose bed dividers: 2 adjustable aluminum hose bed dividers shall be provided.	
h.	Stop/Turn/Backup Lights: LED stop light, LED turn signal light, halogen backup light; lights housed in a single bezel. All clearance lights and marker lights to be LED. License plate light to be LED.	
i.	Reflective striping on cab and body: Minimum 6" white reflective.	
j.	Intermediate rear step full width between the beavertails for easier and safer loading of hose in hose bed.	
6	**PUMP:**	
a.	Two vertical speedlay hose beds at forward area of the pump module, each to hold 200' of 1.75" fire hose, each with 2" discharges; speedlays equipped with hose restraint end flaps per NFPA 1901 and with vertical and horizontal stainless steel hose rollers at the openings of the speedlays.	
b.	One 2" tank fill discharge	
c.	One 2" front bumper discharge with 2" x 1.5" swivel in hose tray	
d.	One 2.5" driver side pump panel discharge with elbow and cap and chain	
e.	One 2.5" passenger side pump panel discharge with elbow and cap and chain	
f.	One 3" full flow passenger side pump panel discharge, straight pipe with cap and chain.	
g.	One 3" full flow deck gun discharge (with stainless steel piping)	
h.	One 2.5" discharge left rear of apparatus body below the hose bed with 45-degree discharge elbow and cap and chain (with stainless steel piping).	
i.	Manual relief valve (No pressure governor system).	
j.	Two 6" x 10' sections of light weight hard suction hose with barrel strainer shall be provided and mounted on top of compartments.	
k.	Discharge Pressure Gauges: Shall be 2.5" diameter color coded bezels (provided with 7 year warranty). Master compound gauges shall be 4.5" (provided with 7 year warranty).	
7	**WATER TANK**	
a.	Upgrade tank to 1000 gallon capacity	
b.	A water tank protection shield shall be installed behind the wheel well openings to prevent road debris from striking the tank. The shield shall be	

	constructed of aluminum or stainless steel plate.	
8	**One 120 volt 13 amp 2000 watt minimum portable generator shall be provided with the truck. Maximum dimensions L 21"-W12"-H 17".**	

Pricing Summary

Florida Sheriff's Association Level I Custom Pumper (Extruded Aluminum Body) published bid: $_____

Total of all added items required by the Fire Department: $_____

Additional discounts (if applicable): $_____

Total Quote Price: $_____

Agenda Item

3b

CITY COMMISSION AGENDA ITEM

SUBJECT: **Palatka Daily News Advertising Contract Renewal – 10/1/12**

DEPARTMENT: Administration/Clerk

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
___ Support Documents _X__ Other - Contract

SUMMARY: The City of Palatka receives a contract rate for display advertising from the Palatka Daily News based upon annual volume. This contract renews each year on October 1 and runs through September 30 of the following year.

RECOMMENDED ACTION: Consent to renewal of contract eff. 10/1/12, to expire 9/30/13.

DEPARTMENT HEAD	Submitted: [signature]	Date: 8-30-12
	Requested Agenda _____	Date: 9-13-12
FINANCE DEPARTMENT	Budgeted ✓Yes ___No ___N/A	Date: 9/6/12
CITY ATTORNEY	Approved as to Form and Correctness [signature]	Date: 9/4/12
CITY MANAGER	Approved Agenda Item For: [signature]	Date: 9-4-12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: __APT__CA __CC __CM __FIN __FD __P&C __PD __PLN __S&S__W&S __WTP __WWTP

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: 18.99 BEGINNING DATE OF CONTRACT: 10-1-2012

AND/OR ***PREPRINTED INSERTS PER YEAR:*** _____# exp. 9-30-2013

ACCOUNT SIGNATURE X _____

ACCOUNT NAME: City of Palatka _____

ADDRESS: on file _____

ADV. REPRESENTATIVE: MK Wells _____

DATE SIGNED: _____

ACCEPTED FOR PALATKA DAILY NEWS BY: _____

Agenda Item

3c

CITY COMMISSION AGENDA ITEM

SUBJECT: Victims of Crime Act (VOCA) Grant

DEPARTMENT: Police

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
__X__ Support Documents ___ Other

SUMMARY: The VOCA Grant funds one civilian position which provides support and counsel to victims of crime.

RECOMMENDED ACTION: Request approval from Commission to accept the continuation of the VOCA Grant for the budget year 2012/2013 in the amount of $37,715. The grant requires only in-kind contributions of $9429.

DEPARTMENT HEAD Submitted: Gary Getchell, Chief of Police Date: 8/20/12
Requested Agenda Date: 9/13/12

FINANCE DEPARTMENT Budgeted ✓ Yes ___No ___N/A Date: 9/6/12

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 9-1-12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

Palatka Police Department
110 North 11th Street

Memorandum

Date: August 20, 2012

To: City Commission, Via City Clerk

From: Gary S. Getchell, Chief of Police

Subject: Victims of Crime Act (VOCA) Grant

BACKGROUND

In 2009, the Palatka Police Department was awarded the VOCA Grant for the budget year 2009/2010. This was the first time the City of Palatka had a full-time Victim Advocate to assist those in the community whose lives had been touched by crime. This is a fully funded position.

DISCUSSION

The fundamental reason for the existence of this position is to provide direct victim services which include but are not limited to crisis intervention, provide support and counsel victims in the legal progression of their cases. The need for a Victim Advocate for the City of Palatka continues to be great. There is no requirement for match funding from the City of Palatka. The grant requires only in-kind contributions which this Department has satisfied in the past and therefore we feel we can continue to do so. The amount of the grant is $37,715.

RECOMMENDATION

We recommend authorization to accept the continuation of the VOCA Grant for the upcoming budget year 2012/2013.

Cc;

2012/2013
AGREEMENT BETWEEN THE STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
AND

Palatka Police Department

GRANT NO. V12045

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Office of the Attorney General, the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as the OAG, an agency of the State of Florida with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Palatka Police Department, 110 North 11th Street, Palatka, Florida 32177-3639 hereafter referred to as the Provider. The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG hereby agrees to engage the Provider and the Provider hereby agrees to perform services as set forth herein. The Provider understands and agrees all services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The Provider agrees to supply the OAG with written notification of any change in the appointed representative for this Agreement. This Agreement shall be performed in accordance with the Victims of Crime Act (VOCA), Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621 and the U.S. Department of Justice, Office of Justice Programs, Financial Guide, incorporated herein by reference.

ARTICLE 2. SCOPE OF WORK

For the 2012/2013 grant period, the Provider will maintain a victim services program that will be available to provide services to victims of crime that are identified by the Provider and/or are presented to the Provider, as outlined in the 2009/2010 grant application approved by the OAG, and the approved service and budget changes for 2012/2013, incorporated herein by reference as the 2012/2013 Letter of Intent Revisions, unless otherwise approved by the OAG in writing.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement shall become effective on October 1, 2012, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through September 30, 2013. No costs incurred by the Provider prior to the effective date of said Agreement will be reimbursed and Provider is solely responsible for any such expenses. The original signed document must be returned to the OAG by October 15, 2012, or within 15 days of signature by all parties, or the Agreement shall be voidable at the option of the OAG.

ARTICLE 4. AMOUNT OF FUNDS

The OAG agrees to reimburse the Provider for services completed in accordance with the terms and conditions of the Agreement. The total sum of monies reimbursed to the Provider for the costs incurred under this Agreement shall not exceed $37,715. The Provider agrees not to commingle grant funds with other personal or business accounts. The U.S. Department of Justice, Office of Justice Programs, Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a recipient. However, the accounting systems of Providers must ensure OAG funds are not commingled with funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another. Where a Provider's accounting system cannot comply with this requirement, the Provider shall establish a system to provide adequate fund accountability for each project.

In accordance with the provisions of Section 287.0582, F. S., if the terms of this Agreement and reimbursement thereunder extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation by the Florida Legislature. This Agreement is contingent upon the OAG's Victims of Crime Act award funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. E-PROCUREMENT

Prior to execution of this Agreement, the Provider shall be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the Provider shall so register within twenty-one (21) days from execution. The online registration can be completed at:
http://dms.myflorida.com/dms/purchasing/myfloridamarketplace.

ARTICLE 6. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any modification to the budget must be requested in writing to the OAG and will require prior approval by the OAG. Modification approval is at the discretion of the OAG. The Provider acknowledges and agrees any funds reimbursed under this Agreement must be used in accordance with the Victims of Crime Act, Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621, and the U.S. Department of Justice, Office of Justice Programs, Financial Guide, incorporated herein by reference.

The Provider and the OAG agree VOCA funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, Victim Compensation, Medicare or Medicaid may not be billed for services provided by VOCA funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their

financial resources or availability of insurance or third party reimbursements. The OAG and the Provider further agree that travel expenses reimbursed with grant funds will be in accordance with all Section 112.061, F.S. requirements.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of the Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

The Provider shall reimburse the OAG for all unauthorized expenditures and the Provider shall not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of the Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of the government agency. If the Provider is a non-profit organization, the Provider agrees to obtain a minimum of three (3) written quotes for all single item grant-related purchases equal to or in excess of one thousand dollars ($1,000) unless it is documented that the vendor is a sole source supplier.

ARTICLE 7. PROGRAM INCOME

Providers must provide services to crime victims, at no charge, through the VOCA funded project. Upon request, the Provider agrees to provide the OAG with financial records and internal documentation regarding the collection and assessment of program income, including but not limited to victim compensation, insurance, restitution and direct client fees.

ARTICLE 8. METHOD OF PAYMENT

Payments under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made monthly based on the Provider's submission and OAG approval of a monthly invoice and monthly performance report. The Provider will be held responsible for meeting the deliverables and the performance standards as outlined in Part 4 of the VOCA Letter of Intent Revisions and approved by the OAG, incorporated herein by reference as Attachment A, unless otherwise approved by the OAG in writing. The monthly invoice may include the VOCA Personnel Spreadsheet (VPS), Match Personnel Spreadsheet (MPS), and Actual Expense Report (AER), if applicable.

Monthly performance reports must be completed and received with the monthly invoice to document the provision of the project deliverables. Reimbursement of a monthly invoice is contingent upon OAG receipt of the corresponding monthly performance report, and approval of the level of service provided during the report period.

The monthly invoice, with applicable VPSs, MPSs and AERs, and the monthly performance report must be submitted to the OAG by the last day of the month immediately following the month for which reimbursement is requested. The Provider shall maintain documentation of all costs represented on the invoice. The OAG may require documentation of expenditures prior to approval of the invoice, and may withhold reimbursement if services are not satisfactorily completed or the documentation is not satisfactory. The final invoice is due to the OAG no later than 45 days after the expiration or termination of the Agreement. If the complete and correct invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests, and the OAG may terminate the Agreement.

Any reimbursement due or any approval necessary under the terms of this Agreement may be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

The Provider agrees to maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the VOCA Federal Guidelines. Match contributions of 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant plus match) must be reported monthly to the OAG. All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. Unless otherwise approved by the OAG, match must be reported on a monthly basis consistent with the amount of funding requested for reimbursement.

ARTICLE 9. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), F.S. (2011), the Agency of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 10. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, agrees to provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this contract and any renewal(s) and extension(s) thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

ARTICLE 11. INDEPENDENT CONTRACTOR

The Provider agrees that it is an independent contractor and not an officer, employee, agent, servant, joint venture or partner of the State of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees shall represent to others that the Provider has the authority to bind the Agency. This contract does not

create any right to any state retirement, leave or other benefits applicable to State of Florida personnel as a result of the Provider performing its duties or obligations under this contract. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an employee, agent, servant, joint venturer, or partner of the State of Florida. The Agency will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed in writing by the Agency.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

ARTICLE 12. DOCUMENTATION AND RECORD RETENTION

The Provider shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider shall maintain a file for inspection by the OAG or its designee, Chief Financial Officer, or Auditor General that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of the person(s) who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. Documentation, including audit working papers, shall be maintained at the office of the Provider for a period of five years from the termination date of the Agreement, or until the audit has been completed and any findings have been resolved, whichever is later.

The Provider shall give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant. If the Provider fails to provide access to such materials, the OAG may terminate this Agreement. Section 119.071, and Section 960.15 F.S., provides that certain records received by the OAG are exempt from public record requests, and any otherwise confidential record or report shall retain that status and will not be subject to public disclosure. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG shall result in the suspension of further reimbursements to the Provider until requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

The Provider shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, unless the records are exempt under one of the provisions mentioned in the paragraph above, or are exempt from Section 119.071 F.S. or

Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by the Provider to allow the aforementioned public access constitutes grounds for unilateral cancellation by the OAG at any time, with no recourse available to the Provider.

ARTICLE 13. VICTIM ADVOCATE DESIGNATION

The Provider agrees to have at least one staff member complete training through the OAG's Victim Services Practitioner Designation Training.

ARTICLE 14. PROPERTY

The Provider agrees to be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a recipient, all property acquired by grant funds shall be subject to the provisions of the U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller Financial Guide.

ARTICLE 15. AUDITS

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event the Provider expends $300,000 ($500,000 for fiscal years ending after December 31, 2003) or more in Federal awards of any type in its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Article 4 to this Agreement indicates the amount of Federal funds disbursed through the OAG by this Agreement. In determining the Federal awards expended in its fiscal year, the Provider shall take into account all sources of Federal awards, including Federal resources received from the OAG. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the Provider expends less than $300,000 ($500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not

required. In the event the Provider expends less than $300,000 ($500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be reimbursed from non-Federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than Federal entities).

ARTICLE 16. AUDIT REPORT SUBMISSION

Audits must be submitted no later than 180 days following termination or expiration of the Agreement, but may be submitted at a later date upon written approval of the OAG.

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this Agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:

   A. Office of the Attorney General
   Bureau of Advocacy and Grants Management
   PL-01, The Capitol
   Tallahassee, Florida 32399-1050

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package for an audit required by ARTICLE 15 of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the OAG for the reasons pursuant to Section .320(e)(2), OMB Circular A-133, as revised, the Provider shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the Provider's audited schedule of expenditures of Federal awards directly to the OAG.

3. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, as applicable.

4. Providers should indicate the date the financial reporting package was delivered to the Provider in correspondence accompanying the financial reporting package.

ARTICLE 17. MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures may include, but not be limited to, on-site visits by OAG staff or its designee, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the OAG. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG, Chief Financial Officer or Auditor General.

The Provider may not accept duplicate funding for any position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100% payment from all funding sources for any position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, the Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state law, or the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of the Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to a Provider for any reason, including the afore-mentioned, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, both parties agree that the Provider shall reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 18. RETURN OF FUNDS

The Provider shall return to the Agency any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this contract. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider shall immediately return to the Agency such overpayment without prior notification from the Agency. In the event the Agency discovers that an overpayment has been made, the contract manager, on behalf of the Agency, will notify the Provider and the Provider shall forthwith return the funds to the Agency. Should the Provider fail to immediately reimburse the Agency for any overpayment, the Provider will be charged interest at the lawful rate on the amount of the overpayment or outstanding balance thereof.

ARTICLE 19. PUBLIC ENTITY CRIME

Pursuant to Section 287.133, F.S. (2011), the following restrictions are placed on persons convicted of public entity crimes to transact business with the Agency: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public

entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. (2011), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

ARTICLE 20. GRATUITIES

The Provider agrees that it will not offer or give any gift or any form of compensation to any Agency employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the Agency, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 21. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith, the discovery or invention shall be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider shall identify all such materials to the Agency. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

The Provider shall indemnify and save the Agency and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this contract. The Provider shall indemnify and hold the Agency and its employees harmless from any claim against the Agency for infringement of patent, trademark, copyright or trade secrets. The Agency will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the Agency, the right to continue use of, or replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

Subcontracts must specify that all patent rights and copyrights are reserved to the State of Florida.

ARTICLE 22. INDEMNIFICATION

The Provider shall be liable for and indemnify, defend, and hold the Agency and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this contract or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability shall not excuse the Provider's duty to defend and to indemnify the Agency within seven (7) days after notice by the Agency. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Agency. The Agency's failure to notify the Provider of a claim shall not release the Provider from these duties. The Provider shall not be liable for any sole negligent acts of the Agency.

ARTICLE 23. TERMINATION OF AGREEMENT

This Agreement may be terminated by the OAG for any reason upon five (5) days written notice via certified mail.

In the event this Agreement is terminated, the Provider shall deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement shall be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider shall not be relieved of liability to the OAG for damages sustained by the OAG by virtue of any termination or breach of this Agreement by the Provider. In the event this Agreement is terminated, the Provider shall be reimbursed for satisfactorily performed and documented services provided through the effective date of termination.

ARTICLE 24. AMENDMENTS

Except as provided under Article 6, Authorized Expenditures, modification of any provision of this contract must be mutually agreed upon by all parties, and requires a written amendment to this Agreement.

ARTICLE 25. NONDISCRIMINATION

The Provider agrees not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability,

national origin, marital status or sex. The Provider further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with any of its programs and activities are not discriminating against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the Provider employing fifteen (15) or more individuals.

Subcontractors on any discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of Section 287.134 F.S. (2011).

ARTICLE 26. ACKNOWLEDGMENT

All publications, advertising or written descriptions of the sponsorship of the program shall state: "This project was supported by Award No. _____ awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

ARTICLE 27. EMPLOYMENT

The employment of unauthorized aliens by the Provider is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Provider shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment of all persons employed during the contract term by the Provider to perform employment duties within Florida.

ARTICLE 28. ASSURANCES

Attachment "B" Assurances is hereby incorporated by reference.

ARTICLE 29. CERTIFICATION FORM

Attachment "C" Certification Form is hereby incorporated by reference.

ARTICLE 30. CONTROLLING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement shall be instituted in the appropriate court in Leon County, Florida.

ARTICLE 31. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument and the grant application embody the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This

Agreement supersedes all previous communications, representations or Agreements on this same subject, verbal or written, between the parties.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one time funding only. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and the Palatka Police Department, have executed this Agreement.

Authorizing Official	**Director of Administration**
Print Name	**John L. Hamilton** **Print Name**
Date	8-15-12 **Date**
FEID # of Provider	Sign Here
SAMAS Code	ORIGINAL

ncy Name: Palatka Police Department

ATTACHMENT A

2012-2013 LOI FORMS

PART 4. VICTIMS SERVED AND TYPES OF SERVICES

Indicate the number of victims provided services by VOCA-funded and matching staff during the grant period. The figures indicated are projections based on historical data and/or the anticipated need of the population served through the VOCA project. It is anticipated that the categories indicated for victim populations and/or services provided may be expanded or narrowed depending on the needs of the victims identified during the grant period. **At a minimum, the agency will provide services to no less than 90 percent of the total number of projected victims.**

Each victim should be counted only once unless there is a separate instance of victimization. For example, a victim of spouse abuse assault should be counted one time during the grant period unless he/she is victimized as a result of a separate and unrelated crime.

2012-2013 VOCA Grant Award	$ 37,715

# of Victims	Type of Victim	$ Amount per Category	% of Total Grant Amount	# of Other Types of Victims to be Served	For other types of crimes, identify and list each separately below.
12	Child Physical Abuse	$ 491	1.30%	2	Stalking
10	Child Sexual Abuse	$ 409	1.08%	2	Attempted Homicide
0	DUI/DWI Crashes	$ -	0.00%	138	Criminal Mischief
390	Domestic Violence	$ 15,953	42.30%	10	Violation of Injunction
5	Adult Sexual Assault	$ 205	0.54%	8	Suspicious Incident
0	Elder Abuse	$ -	0.00%	120	Battery
0	Adults Molested as Children	$ -	0.00%	5	Arson
15	Survivors of Homicide Victims	$ 614	1.63%	45	Missing Persons
15	Robbery	$ 614	1.63%	120	Burglary
25	Assault	$ 1,023	2.71%		
TOTAL VICTIM	922	$ 37,715	100.00%	450 Subtotal of "Other"	$ 18,407.54 48.81%

Indicate the number of victims projected to receive the following service(s). (See Definitions for a description of each service.)

# of Victims	Type of Service	# of Other Types of Services to be Provided	For other types of services, identify and list each separately below.
190	Crisis Counseling	425	Written Contact
650	Follow-up Contacts	5	Death Notification (Crime Victims)
0	Therapy	480	Safety Planning
0	Support Groups	10	Transportation
0	Crisis Hotline Counseling		
0	Shelter/Safehouse		
500	Information and Referral (In-Person)		
140	Criminal Justice Support/Advocacy		
0	Emergency Financial Assistance		
100	Emergency Legal Advocacy		
490	Assistance Filing Compensation Claims - **Mandatory**		
130	Personal Advocacy		
380	Telephone Contacts		
TOTAL SERVIC	3,500	920	Subtotal of "Other" Services

ORIGINAL

ATTACHMENT B

OMB APPROVAL NO. 1121-0140
EXPIRES 06/30/2009

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C.§ 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §7 94); the Americans with Disabilities Act of 1990 (42 U.S.C.§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature Date

Date

Sign Here

ORIGINAL

ATTACHMENT C

CERTIFICATION FORM

Recipient Name and Address: City of Palatka Police Department

Grant Title: VOCA Grant Number: V12045 Award Amount: $37,715

Contact Person Name and Title: Cathy Anderson Phone Number: (386) 329-0110

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete *either* Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- ☐ Recipient has less than 50 employees,
- ☐ Recipient is a non-profit organization,
- ☐ Recipient is a medical institution,
- ☐ Recipient is an Indian tribe,
- ☐ Recipient is an educational institution, or
- ☐ Recipient is receiving an award less than $25,000

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title	Signature	Date

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Gary S. Getchell, Chief of Police **[responsible official]**, certify that the City of Palatka Police Department **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: City of Palatka, City Hall **[organization]**, at 201 N. 2ND St. Palatka, Fl. 32177 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Print or type Name and Title	Signature	Date
Gary S. Getchell, Chief of Police		

ORIGINAL

Agenda Item

3d

CITY COMMISSION AGENDA ITEM

SUBJECT: **Surplus Vehicles & Equipment (Consent)**

DEPARTMENT: Administration/Clerk

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
_x_ Support Documents ___ Other

SUMMARY: The following departments wish to declare the listed vehicles/equipment as surplus for disposition, as no department of the City has any further need for these items:

1. Airport: (1) 1990 Chevrolet Impala (Courtesy Car) VIN #6394)
2. B&Z: (1) 2001 Mercury Grand Marquis 4-dr VIN #4012)
3. PD: Various Laptop Computers

RECOMMENDED ACTION: Declare all items as Surplus for disposition as recommended.

DEPARTMENT HEAD	Submitted: _____	Date:
	Requested Agenda _____	Date:
FINANCE DEPARTMENT	Budgeted ___Yes ___No ✓N/A	Date: 9/6/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For: (N)	Date: 9/4/12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

Surplus Property Request

City of Palatka

Memo

To: City Commission

From: John Youell

Department: Airport

CC: Matthew Reynolds, Finance Director

Date: Aug. 29, 2012

Re: Surplus Property Request

Please declare the following property surplus:

	Item/Description	Quantity	Inventory Control No.
1.	1996 Chevrolet Impala VIN# 2GWF52E3Y9266394	1	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Recommended Disposition:

Surplus Property Request

City of Palatka

Memo

To: City Commission

From: Thad Crowe

Department: Building & Zoning Department

CC: Matthew Reynolds, Finance Director

Date: 08/06/12

Re: Surplus Property Request

Please declare the following property surplus:

	Item/Description	Quantity	Inventory Control No.
1.	2001 Mercury Grand Marquise 4-door	1	08-008-285
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Recommended Disposition: auction

Betsy Driggers

From: Deena Mccamey
Sent: Tuesday, July 31, 2012 2:19 PM
To: Betsy Driggers
Cc: Karen Venables; Thad Crowe; Joff Filion; Elizabeth Hearn; Pam Sprouse
Subject: Surplus

Betsy,

Our department has a Mercury Grand Marquis that needs to be surplused .

Please see the following specifications.

Year	2001
Make	Mercury
Model	Grand Marquis
Exterior Color	white
Interior color	Blue/velour
Doors	4
Vin#	2MEFM75W51X624012

I added it to tomorrows schedule for Joff & Liz to transport to the city lot in the morning. If you need to view it prior it will be in the back of our parking area.

Please let me know if you will be in need of any other information.

Thank you,

Deena McCamey
Deena McCamey
City of Palatka
Building & Zoning Department
205 N 2nd Street
Palatka, FL 32177
(386)329-0103 (P)
(386)329-0172 (F)

DISCLAIMER NOTICE:
Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Please consider the environment - print only if necessary.

Surplus Property Request

City of Palatka

Memo

To: City Commission

From: Gary S. Getchell

Department: Palatka Police Department

CC: Matthew Reynolds, Finance Director

Date: 8/27/2012

Re: Surplus Property Request

Please declare the following property surplus:

Item/Description	Inventory Control No.
Dell Multi Function Printer	BL8C031 (Serial #)
Dell Laptop 1100	8958
Dell Laptop D520	8981
Dell Laptop D520	8979
Dell Laptop D520	8826
Dell Laptop D520	8988
Dell Laptop D505	8891
Dell Laptop D505	8977
Dell Latitude E6500	9732
Dell Opti Plex GX 270	8974
Dell Laptop D510	8964
Dell Laptop D520	9005
Dell Laptop D520	8980
Dell Laptop D510	8811
Dell Laptop D505	8897
Dell Laptop 1100	8959
Dell Top D520	9002
Dell Laptop 1100	8954
Dell Laptop D505	8915
Dell Laptop 1100	8960
Dell Laptop D520	8960
Dell Laptop D520	8976
HP Deskjet 6540 Printer	8806
Panasonic Tuff Book (Laptop)	8752

Recommended Disposition: The laptop computers have had the hard drives removed and should therefore be sold for parts. The multi function printer and hp deskjet 6540 printer should both be functional.

Agenda Item

3e

CITY COMMISSION AGENDA ITEM

SUBJECT: Re-appointment of LaSandra Williams as Businessperson Rep to Palatka Code Enforcement Board

DEPARTMENT: Clerk's Office

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
_X_ Support Documents _X_ Other – Application

SUMMARY: LaSandra Williams' term on the Palatka Code Enforcement Board expires at the end of September, 2012. She currently serves as Chairperson of this Board. She has returned her application for reappointment indicating her desire to continue to serve in this capacity. She has met attendance requirements and is otherwise qualified for reappointment to this Board.

Position openings have been advertised per Commission policy. Ms. Williams is the sole applicant for this position. The Planning Director concurs on this reappointment.

RECOMMENDED ACTION: Re-appoint LaSandra Williams to the Palatka Code Enforcement Board for a three-year term to expire September, 2015.

DEPARTMENT HEAD	Submitted: [signature]	Date: 8-30-12
	Requested Agenda _____	Date: 9-13-12
FINANCE DEPARTMENT	Budgeted ___Yes ___No _N/A	Date: 9/6/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For: [signature]	Date: 9-4-12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___CA ___CC ___CM ___CD ___FI ___FD ___GC ___HR ___MD ___PD ___PR ___UD

KARL N. FLAGG
MAYOR-COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

CITY OF PALATKA
FLORIDA

RECEIVED
AUG 22 2012
BY

ELWIN C. "WOODY" BOYNTON, JR.
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

RUBY M. WILLIAMS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

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

CITY OF PALATKA
BOARD REAPPOINTMENT REQUEST

I wish to apply for reappointment to the Palatka Code Enforcement **Board.**
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: LaSandra Williams **# of years' prior service:** 6+
Residence (911 Address) 1424 Ocean Street Palatka **Phone:** 386-328-1071 **Fax:**
Business Name & Address **Phone:** **Fax:**
(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)
Preferred Mailing Address:
Williams@dor.state.fl.us
E-mail: JWillJr@Comcast.Com **Daytime Phone:** 904-823-4205

AGREEMENT: By filing this document, I am indicating my desire to be reappointed to the advisory board upon which I currently serve. I also agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections each year covering my term of appointment.

LaSandra Williams 8/22/12
SIGNATURE OF APPLICANT **DATE**

Chairman/Director:: *Please return this form,* ***together with a copy of this member's attendance record,*** *to Betsy Driggers, City Clerk, 201 N. 2nd Street, Palatka, Florida.*

CHAIRMAN/DIRECTOR'S COMMENTS (if any)

Chairman's/Director's Signature

Updated September 4, 2012

CODE ENFORCEMENT BOARD

7 Members - 3-Yr. Terms

Appt. Date			Term Expires
10/27/11		Vacant (Sub-contractor Rep.)	Sept. 2012
9/25/03		LaSandra Williams (Business Rep.) 1424 Ocean Street (H)328-1071 (F)329-3857 williamL@dor.state.fl.us (W)329-3867	Sept. 2012
		Vacant (Alternate #2)	Sept. 2012
11/11/04		Pat A. Wilson (Engineering Rep.) 516 River Street (H)325-7736 (F)325-9306 wilson9318@bellsouth.net (W)937-7158	Sept. 2013
7/23/09		Michael Gagnon (General Contractor Rep.) 703 Emmett St. (H)325-9418 captainclub0607@yahoo.com	Sept. 2013
8/26/10	(mailing) (home)	Alex Sharp (Real Estate Rep.) 919 St. Johns Ave. (H)916-0838 822 S. 15th St. (W)385-3416 (F)385-3419 Alex@halerealty.biz	Sept. 2013
02/10/11	(mailing) (home)	Leroy Miles, III (Attorney Rep.) 400 Hwy. 19 N., Suite 42 (C)916-8241 607 S. Moody Rd., Apt. 11A (W)329-2506 Leroymiles3@aol.com	Sept. 2014
		Vacant (Architectural Exp. Sub. Rep.)	Sept. 2014
10/27/05(alt) 10/26/06 10/09/08(alt)	(mailing) (home)	John A. Lyon (Alternate #1) (C)937-4679 1417 Kirby Street (W)325-0419 (H)325-6667 308 Kirkland St. steamboatwillies1@yahoo.com	Sept. 2014

Created by Ordinance #87-24 dated 9/10/87;
Ord. passed 1/9/92 allows for successive terms upon Commission approval
Ord. 02-01 Passed 1/10/02 adding two alternates
Ord. 04-24 Passed 9/9/04 amending jurisdiction & powers
Meets 4th Wednesday, 4 PM at City Hall

Agenda Item

3f

CITY COMMISSION AGENDA ITEM

SUBJECT: Appointment of Johnny Maurice Brown as Alternate to Code Enforcement Board

DEPARTMENT: Clerk's Office

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
_X_ Support Documents _X_ Other – Application

SUMMARY: Johnny Maurice Brown has applied for appointment to the Palatka Historic Preservation Board to fill the position of Alternate. This is for a three-year term to expire September, 2015. Mr. Brown is a resident of the City and is otherwise qualified to serve in this capacity. There is no specific criteria for appointment as an Alternate to this Board other than City residency. Mr. Brown is the son of Vice Mayor Mary Lawson Brown.

Mr. Brown has been provided with a copy of the duties and responsibilities of the Code Enforcement Board and states he can meet the attendance requirements. The Planning Director concurs on this recommendation.

RECOMMENDED ACTION: Appoint Johnny Maurice Brown to the Palatka Code Enforcement Board to serve as Alternate for a three-year term to expire September, 2015.

DEPARTMENT HEAD	Submitted: [signature]	Date: 9-30-12
	Requested Agenda _____	Date: 9-13-12
FINANCE DEPARTMENT	Budgeted ___Yes ___No ✓N/A	Date: 9/6/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For: [signature]	Date: 9-4-12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___CA ___CC ___CM ___CD ___FI ___FD ___GC ___HR ___MD ___PD ___PR ___UD

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

LEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA
CITY OF PALATKA FLORIDA

MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

CITY OF PALATKA ADVISORY BOARD APPLICATION

I wish to apply for appointment to the Code Enforcement **Board.**
I understand that, if appointed, I will serve in a volunteer capacity on this advisory board.

APPLICANT: Johnny Maurice Brown **(Must be at least 18 yrs. old)**

Residence
(911 Address) 107 South 9th Street, Palatka, FL 32177 **Phone:** 972-9612
Fax:

Business Name
& Address E.W. Lawson and Son Funeral Home P.O. Box 236 Palatka, FL 32178 **Phone:** 325-4543
Fax:

(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)

Preferred Mailing Address:

E-mail: japbrown3@aol.com **Daytime Phone:** 386-972-9612

PROFESSIONAL QUALIFICATIONS (include occupation - attach additional sheet if necessary)

See Resume

OTHER COMMENTS OR INFORMATION:

See Resume'

AGREEMENT: by filing this document, I agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections within thirty (30) days of my appointment, and each year thereafter, covering my term of appointment.

Johnny M. Brown 8/27/12

SIGNATURE OF APPLICANT **DATE**

Applicants will be interviewed by the Palatka City Commission during regular public meetings.

Johnny M. Brown
107 S. 9th Street Palatka, FL 32177
(386) 972-9612 cell (386) 325-4543email: japbrown3@aol.com

Personal Profile

A knowledgeable and experienced management professional, offering several years of direct experience, possessing expertise in all facets of budget administration, operations management, staff administration and business management.

An effective communicator, able to relate well with individuals from all levels of authority. A competent manager, offering proven leadership abilities, capable of effectively training and motivating staff in consistently meeting and exceeding company goals and objectives. Experienced in statistical analysis for disparity studies and affirmative action plan review and updates.

Professional Background

E.W. Lawson & Son Funeral Home, LLC (6/03-present)
Business Manager/President

Preform all daily activities concerning the operation of the Funeral Home.

J. B. Wings & Things (7/03 – 6/08)
Owner/Operator

Ensure the restaurants operate efficiently and profitably while maintaining its reputation and ethos. Responsible for the business performance, as well as maintaining high standards of food, service and health and safety. Combine strategic planning, shift pattern organization and day-to-day management activities. Organize marketing activities, such as promotional events and discount schemes. Coordinate the entire operation of the restaurant during scheduled shifts. Managing staff throughout their shift and providing them with feedback. Responding to customer complaints. Recruiting, training and motivating staff. Maintaining high standards of quality control, hygiene, and health and safety. Check stock levels and ordering supplies.

Federal Express/FEDX (2/98 – 6/03)

Senior Service Manager

Responsible for managing the operations the load and unload, training Package Handlers, communicating with contractors and providing customers with superior customer service. Manage the efficient sorting, delivery and handling of packages to include the control of hazardous material shipments. Implement process guidelines from the Field Operations Policy and Procedures. Assesses and defines assigned Package Handler training needs and participates in on-the-job training and new hire training. Responsible for planning, monitoring and appraising job results. Developing a climate for offering information and opinions, and providing educational opportunities. Accurately enters load and shipping information into the facility's computer system. Responsible for confirming compliance with safety rules and programs. Investigating problems and

recommending corrective actions. Interviews, hires, trains and directs work assignments as well as rewarding, disciplining, and appraising employee performance.

Internal Training Coordinator

Provide field level support for employee relations. Assist in education and follow up of all company policies, procedures and administration of benefits, quality of work-life issues, recruitment and staffing. Work as liaison and advocate for salary and hourly employees. Educate managers and employees on company and human resources policies and benefits. Consult with employees and management and investigate all complaints. Assist in developing and implementing an action plan to retain employees and reduce turnover. Assist in achieving and maintaining proper staffing levels. Gather and analyze information regarding employee morale. Review and analyze reports to determine trends, initiate action to move trends in desired direction. Comply with all applicable laws/regulations, as well as company policies/procedures.

St. Johns River Water Management District
Personnel Services Specialist/Recruiter/EEO Specialist (3/91 – 12/96)
Major Responsibilities were management of a $380,000 Cooperative Education Program, recruitment of potential employees and advertise vacant positions. Provide assistance to hiring authorities with regard to laws affecting recruitment and selection, determining eligibility of applicants, and attend career fairs. Also liaison between colleges and the Water Management District. Attend Affirmative Action Committee meetings, maintain a minority applicant pool, and find new recruitment sources for qualified professional minorities.

Highlights: Cooperative Education has grown from $100,000 to $380,000. First-time SJRWMD achieved its hiring goal for minorities (1993). Successfully wrote the defense for a veteran preference complaint filed against the SJRWMD.

UNITED STATES ARMY RESERVE (7/89 – 10/90)
First Commander of a newly activated water purification detachment with direct supervision of 76 soldiers. Fielded over 7 million dollars in new equipment with over a 2 million dollar operating budget each year. Responsible for all aspects of the unit to include local purchases and contract negotiations with local vendors for the construction of maintenance and supply needs. Interviewed and hired all non-commission officers. Served as the Equal Opportunity Officer for the unit.

Highlights: Fielded a new unit under the two-year time allotted. The unit went to Desert Storm and returned with no losses.

HEALTH SERVICE SUPERVISOR (8/88 – 8/90)
Responsible for the supervision of 4 employees in an 8 county area who counseled persons with or having been in contact with communicable diseases. Also responsible for the administration of the budget, and served as a liaison between the public and private treatment facilities.

UNITED STATES ARMY (10/85 – 7/88)
Fort Benning, Georgia

ASSISTANT OPERATIONS OFFICER (1/88 – 7/88)
Responsible for management of all night operations of Tactical Operations Center. Planned and coordinated the execution of all battle orders, performed nuclear operations as directed and handled management responsibility for a crew of 27. Served as Battalion Equal Opportunity Officer.

Received Letter of Commendation for consistent "no fault" night operations. Successfully defended the battalion against 5 EEO complaints.

HEADQUARTERS EXECUTIVE OFFICER / RECONNAISSANCE & SURVEY OFFICER (2/87 – 10/85)
Responsible for serving as supply officer and maintenance officer. Assumed responsibilities of Commander in his absence, managed unit fund, maintained accountability for all property, directed maintenance program and held direct supervisory for 278 personnel. Selected new fighting positions and provided 5th order survey to artillery Commanders. Also, served as Battalion Equal Opportunity Officer.

Effectively achieved 90% property accountability, from previous rating of 25%. Took the Battalion through transition from a manual system to a digital system.

U. S. Department of Natural Resources (4/84 – 8/84)
Tallahassee, Florida

ASSISTANT ACCOUNTANT (4/83 – 9/83)
Responsible for assisting in preparation of reports, illustrating amount of money spent on contracted work performed for state purposes.

WANG LABORATORIES, INC. (4/82 – 12/82)
Lowell, Massachusetts

ASSOCIATE FINANCIAL ANALYST
Responsible for setting sales goals and budgets for sales staff. Prepared reports on actual versus goals for sales management use, and performed adjustments to budget plans for accommodation of planned sales changes.

EDUCATION

B.S. Business Administration	Florida A & M University
M.A. Theology	Luther Rice University
M.A. Biblical Studies	Faith Christian College

Agenda Item

3g

CITY COMMISSION AGENDA ITEM

SUBJECT: **Resolution Urging Congress to Expand the CDBG Program**

DEPARTMENT: Administration

ATTACHMENTS: ___ Ordinance x Resolution ___ Motion
x Support Documents ___ Other

SUMMARY: The Florida League of Cities passed Resolution No. 2012-13 during the 2012 Annual Conference urging Congress to pass legislation that expands the use of CDBG funds for public services, and is asking its member cities to pass a similar resolution. This is brought at the request of Vice Mayor Brown.

RECOMMENDED ACTION: Adopt the resolution following which urges Congres to pass legislation to expand the use of CDBG funds for public services. #09-26

DEPARTMENT HEAD	Submitted: [signature]	Date: 8-31-12
	Requested Agenda _____	Date: 8-31-12
FINANCE DEPARTMENT	Budgeted ___Yes ___No X N/A	Date: 9/6/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For: [signature]	Date: 9-1-12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

RESOLUTION No. 09-26

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, URGING CONGRESS TO CONSIDER AND PASS LEGISLATION THAT EXPANDS THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR PUBLIC SERVICES.

WHEREAS, the Community Development Block Grant (CDBG) program was enacted and signed into law by President Gerald Ford as the centerpiece of the Housing and Community Development Act of 1974; and

WHEREAS, Community Development Block Grants are an irreplaceable source of funding for municipalities to carry out activities that are tailored to their unique affordable housing and neighborhood revitalization needs; and

WHEREAS, currently the CDBG program has a 15 percent cap that municipalities can use for public services; and

WHEREAS, expanding the cap to 25 percent would allow municipalities to target CDBG funds to the immediate and unprecedented needs of families and individuals harmed by the ongoing home foreclosure crisis and general economic downturn; and

WHEREAS, U.S. Senator Bill Nelson (D-FL) and U.S. Representative Ileana Ros-Lehtinen (R-FL-18) are sponsors of federal legislation titled the *CDBG Public Services Flexibility Act* that would expand the public services cap from 15 percent to 25 percent; and

WHEREAS, CDBG-supported projects and services create a bridge for struggling families to the middle class, and giving localities the discretion to increase spending on public services to 25 percent will help service providers maintain essential support for those families despite persistent decreases in municipal revenues.

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

Section 1. That the members of the Palatka City Commission urge Congress to pass the CDBG Public Services Flexibility Act and expresses appreciation to the Florida members of Congress who have signed on as sponsors and co-sponsors of this federal legislation.

Section 2. That a copy of this resolution be sent to the Florida Congressional Delegation, the National League of Cities, and the Secretaries of the U.S. Department of Commerce and the Department of Housing and Urban Development.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida during regular session on this **13th day of September, 2012**.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

United States Senate

WASHINGTON, DC 20510

COSPONSOR THE CDBG PUBLIC SERVICES FLEXIBILITY ACT OF 2011

Dear Colleague:

I invite you to join me in co-sponsoring S.887, the CDBG Public Services Flexibility Act of 2011. Since 1974, the Community Development Block Grant program (CDBG) has provided eligible cities and counties funding for the assistance of low to moderate income individuals through a range of different community based objectives such as economic development, revitalization and infrastructure improvements.

Currently, the law allows local governments to allocate up to 15% of their CDBG funding to provide public services to their most vulnerable populations if they so choose. The use of CDBG funds for public services is not mandatory. These critical public services include providing meals, clean water, shelter and clothing to low income senior citizens, abused or neglected children, the disabled and the homeless. In many areas of the country, especially during these tough times, the number of people relying on basic public services exceeds the 15% cap. This is why I am proposing that we increase the CDBG public services spending cap to 25%.

This important legislation would allow local governments to spend up to 25% of its CDBG allocation on essential public services should they determine that doing so is in the best interest of their communities. The bill does not increase funding to any part of the CDBG program, nor does it change the overall program allocation amounts. The bill simply allows local communities to do more with what they have.

S. 887 has been endorsed by both the U.S. Conference of Mayors and the National League of Cities and is undoubtedly a critical step to help local governments to ensure that the most vulnerable will continue to receive the most basic services. I urge you to support this important legislation. If you have questions or would like to become a co-sponsor, please contact Stephanie Mickle in my office at 224-1554 or Stephanie_mickle@billnelson.senate.gov.

Sincerely,

Bill Nelson

BILL NELSON

2012-03

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC. URGING CONGRESS TO CONSIDER AND PASS LEGISLATION THAT EXPANDS THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR PUBLIC SERVICES.

WHEREAS, the Community Development Block Grant (CDBG) program was enacted and signed into law by President Gerald Ford as the centerpiece of the Housing and Community Development Act of 1974; and

WHEREAS, Community Development Block Grants are an irreplaceable source of funding for municipalities to carry out activities that are tailored to their unique affordable housing and neighborhood revitalization needs; and

WHEREAS, currently the CDBG program has a 15% cap that municipalities can use for public services; and

WHEREAS, expanding the cap to 25% would allow municipalities to target CDBG funds to the immediate and unprecedented needs of families and individuals harmed by the ongoing home foreclosure crisis and general economic downturn; and

WHEREAS, Senator Bill Nelson (D-FL) and Representative Ileana Ros-Lehtinen (R-FL-18) are sponsors of federal legislation titled the *CDBG Public Services Flexibility Act* that would expand the public services cap from 15% to 25%; and

WHEREAS, CDBG supported projects and services create a bridge for struggling families to the middle class; and giving localities the discretion to increase spending on public services to 25% will help service providers maintain essential support for those families despite persistent decreases in municipal revenues.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. That the Florida League of Cities, Inc. urges Congress to pass the CDBG Public Services Flexibility Act and express appreciation to the Florida Members of Congress who have signed on as sponsors and co-sponsors of this federal legislation.

Section 2. That a copy of this resolution be sent to the Florida Congressional Delegation, the National League of Cities, and the Secretaries of the U.S. Department of Commerce and the Department of Housing and Urban Development.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 86th Annual Conference, at the Westin Diplomat, Hollywood, Florida, this 25th Day of August 2012.

_____

Patricia Bates, President
Florida League of Cities, Inc.
Mayor, Altamonte Springs

ATTEST: _____

Michael Sittig, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff

NATIONAL LEAGUE of CITIES

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Ronald O. Loveridge
Mayor
Riverside, California

Executive Director
Donald J. Borut

The Honorable Bill Nelson
716 Senate Hart Office Building
United States Senate
Washington, DC 20510

Dear Senator Nelson:

The National League of Cities (NLC), the nation's oldest and largest organization devoted to helping city leaders build better communities, supports **S. 887, the CDBG Public Services Flexibility Act of 2011**. We appreciate your constant leadership in support of the Community Development Block Grant Program and your effort, through this legislation, to help cities mitigate the impact of the economic downturn and cuts to federal funding that disproportionately affect vulnerable populations in our communities.

As you know, CDBG for public services are currently capped at 15 percent annually, a reasonable amount when CDBG is fully funded and cities and towns are experiencing normal economic growth. Unfortunately, local fiscal conditions remain difficult and cities and towns are, right now, making tough choices about projects and services that will be scaled back and eliminated as a result of the 16 percent cut to the CDBG program in FY2011.

Your legislation, which would give grantees the option of drawing up to 25 percent of CDBG for public services, would give those communities who circumstances warrant it the ability to maintain vital programs including food delivery to homebound elderly residents, crisis centers that protect women and children, health centers that provide appropriate and low-cost alternatives to emergency rooms, and other family supports.

Thank you, again, for you attention to the impact of the economic downturn on cities and towns and for your leadership in championing the CDBG program.

Very truly yours,

Donald Borut

Donald J. Borut
Executive Director
National League of Cities

House Passes FY 2013 Transportation and Housing Spending Bill

Michael Wallace, wallace@nlc.org, 202.626.3025; Leslie Wollack, wollack@nlc.org, 202.626.3029

From NLC Federal Relations Update – July 6.2012

Last Friday, the House passed H.R. 5972, the FY 2013 Transportation-Housing and Urban Development (T-HUD) spending bill by a vote of 261-163. Overall, the House T-HUD bill calls for $51.6 billion for discretionary programs administered by the Departments of Housing and Urban Development and Transportation, which is nearly $3.9 billion less than provided in the current fiscal year. It is also less than the $53.4 billion proposed in the Senate T-HUD bill. Despite overall differences, the House bill allocates more funding for formula grants to cities and towns, including CDBG, than appropriated in the current fiscal year and proposed in the Senate's FY 2013 version of the bill.

At the program level, the House bill would increase funding for CDBG to $3.4 billion, which is more than the $2.9 billion requested by the President and the $3.1 billion proposed in the Senate T-HUD bill. It also allocates more funding for HOME grants at $1.2 billion, compared to the $1 billion requested by the President and proposed in the Senate bill. During floor debate, the House defeated amendments to gut CDBG and HOME funds by comfortable bipartisan margins.

While the actions to increase CDBG and HOME are welcome, they come with significant trade-offs elsewhere in the bill. The Choice Neighborhoods and Sustainable Communities grant programs and TIGER grants would all be eliminated in the House bill. This is in contrast to the Senate bill, which provides $120 million for Choice Neighborhoods, $50 million for Sustainable Communities, and $500 million for TIGER.

With respect to transportation programs, the House T-HUD bill assumes the Highway Trust Fund could maintain current levels of spending for the federal-aid highway program, as well as the transit formula and bus grants. However, that assumption was made before the transportation agreement was reached. (See above) Now that a new transportation bill is in place, House appropriators are working to determine if their spending assumptions will need to be adjusted. Any adjustment could necessitate additional cuts for HUD and DOT programs when differences in the House and Senate bills are resolved.

As with the other spending bills advancing in the House, the President has threatened to veto the House T-HUD bill for providing less overall funding than was authorized under the spending deal agreed to in the Budget Control Act of 2011. In a statement, the President did offer one point of agreement with the House bill: "[T]he Administration appreciates the Committee's support for the CDBG program, which provides critical funding to state and local governments to address infrastructure, affordable housing, and economic development needs in their communities."

Allison Payne

From: Allison Payne
Sent: Monday, July 02, 2012 10:05 AM
Cc: Scott Dudley; 'Michael Wallace'
Subject: How FL voted on CDBG

FLC Federal Action Strike Team,

Below is a chart on how FL Members of Congress voted on CDBG and HOME funding last week. Three of our Members voted in favor of all the amendments to reduce funding for CDBG and/or Home. More importantly, they voted Yea on **Vote 434** (the one in red) which would have eliminated all funding for CDBG. Those Members were: Cong. Bill Posey, Cong. Cliff Stearns and Cong. Daniel Webster.

Fortunately, all these amendments failed.

Please be sure to follow up with your Members of Congress and thank those who voted no on the amendments. Please also voice your concern to those Members who voted Yea on the amendments.

Even though the amendment was later withdrawn, we need to thank Cong. Mario Diaz-Balart for offering an amendment which would increase the proportion of CDBG funds available for public services from 15% to 25%. Cong. Diaz-Balart has consistently been a true supporter of the CDBG program. NLC also worked really hard to try to get this amendment adopted.

Thank you again to all those who reached out to your Members last week. It really makes a difference with they hear directly from you.

Should you have any questions, please let me know.

Happy 4th!

Allison

Allison Payne
Manager, Advocacy Programs
and Federal Affairs
Florida League of Cities
850-701-3602 (direct)
850-222-3806 (fax)
apayne@flcities.com

Message from Michael Wallace, NLC:

Hi all,

The headlines for the weekend will certainly be healthcare and transportation, but I wanted to update you on how your House delegation voted on CDBG and HOME amendments. Today, the House completed votes and passed HR 5972, the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act for FY 2013 (The T-HUD bill). On Wednesday we asked you to contact your House delegations to oppose amendments that would have gutted

CDBG and HOME funds. The evidence suggests you responded in high numbers as the House overwhelmingly defeated the amendments.

The votes show a welcome return of Republican support for CDBG that will be crucial during final spending negotiations between Congress and the President later this year. The recorded votes also give us the great advantage of capturing each individual Members support or opposition to CDBG itself for the first time in years.

Right now, momentum for CDBG funding is in our favor as we have moved the target from the $2.9 billion proposed in February in the President's Budget to $3.1 billion passed in April by the Senate Appropriations Committee to $3.34 billion passed today in the House.

I have attached and pasted in below a custom vote chart for the amendments to defund CDBG and HOME that were defeated. In the chart below, the amendment to completely eliminate CDBG is highlighted in red. Please feel free to contact me if you have any questions.

Have a great 4th!

Mike

Michael Wallace
Program Director for Community and Economic Development
National League of Cities Federal Relations
1301 Pennsylvania Avenue, NW, Suite 550, Washington, D.C. 20004
Office: (202) 626-3025
Fax: (202) 626-3043
www.twitter.com/MikeWallaceII
www.citiesspeak.org

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Congress of Cities & Exposition, Boston MA
November 28 – December 1

CQ Vote Position Report

House Vote 433 - HR 5972: Fiscal 2013 Transportation-HUD Appropriations - Community Development Fund
June 27, 2012 - Chaffetz, R-Utah, amendment that would cut $396 million from the amount provided for assistance to state and local governments for economic and community development activities.
Rejected in Committee of the Whole 157-267: R 157-80; D 0-187; I 0-0.

House Vote 434 - HR 5972: Fiscal 2013 Transportation-HUD Appropriations - Community Development Block Grants
June 27, 2012 - McClintock, R-Calif., amendment that would eliminate all funding for the Community Development Fund for assistance to state and local governments, a total of $3.4 billion, including $3.34 billion for the Community Development Block Grant program and $60 million in grants to Indian tribes.
Rejected in Committee of the Whole 80-342: R 80-156; D 0-186; I 0-0.

House Vote 435 - HR 5972: Fiscal 2013 Transportation-HUD Appropriations - Community Development Loan Guarantees

June 27, 2012 - McClintock, R-Calif., amendment that would eliminate all funding for Community Development Loan Guarantees, a total of $6 million.
Rejected in Committee of the Whole 123-300: R 123-114; D 0-186; I 0-0.

House Vote 436 - HR 5972: Fiscal 2013 Transportation-HUD Appropriations - HOME Investment Partnerships Program

June 27, 2012 - Flake, R-Ariz., amendment that would reduce the amount provided for the HOME investment partnerships program by $200 million.
Rejected in Committee of the Whole 178-242: R 174-59; D 4-183; I 0-0.

Vote Key

Y Voted for (yea)
N Voted against (nay)
? Did not vote or otherwise make position known
I Ineligible or unable to vote at this time

CQ Vote Number:	433	434	435	436
Year:	2012	2012	2012	2012
Florida				
24 Adams (R)	Y	N	Y	Y
9 Bilirakis (R)	N	N	N	Y
3 Brown, C. (D)	N	N	N	N
13 Buchanan (R)	Y	N	Y	Y
11 Castor (D)	N	N	N	N
4 Crenshaw (R)	N	N	N	N
19 Deutch (D)	N	N	N	N
21 Diaz-Balart (R)	N	N	N	N
23 Hastings, A. (D)	N	N	N	N
14 Mack (R)	?	?	?	?
7 Mica (R)	Y	N	Y	Y
1 Miller, J. (R)	Y	+	Y	Y
5 Nugent (R)	N	N	N	Y
15 Posey (R)	Y	Y	Y	Y
25 Rivera (R)	N	N	N	N
16 Rooney (R)	Y	N	Y	Y
18 Ros-Lehtinen (R)	N	N	N	N
12 Ross, D. (R)	Y	N	N	Y
2 Southerland (R)	N	N	N	Y
6 Stearns (R)	Y	Y	Y	Y
20 Wasserman Schultz (D)	N	N	N	N
8 Webster (R)	Y	Y	Y	Y

22 West, A. (R)	N	N	N	Y
17 Wilson, F. (D)	N	N	N	N
10 Young, C.W. (R)	N	N	N	Y

Agenda Item 4

Separate Attachment - See CRA Agenda Pkg.

Agenda Item

5a & b

CITY COMMISSION AGENDA ITEM

SUBJECT: **1st PUBLIC HEARING on F/Y 2012-13 TRIM Calendar** -
Proposed Budget and Millage Rate (9.1749 mills proposed)
Levy and Appropriation Ordinances – 1st Reading

DEPARTMENT: Administration/City Manager & Finance Director

ATTACHMENTS: __X__ Ordinance ___ Resolution ___ Motion
__X__ Support Documents _X__ Other – **FY 2012/13 Budget**

SUMMARY: After working with staff and the Commission, and having held two budget workshops, the Finance Director and I have submitted the proposed F/Y 2012-13 budget (attached), which is based upon the proposed roll-back rate of 9.1749 mills. This represents a zero percent (0%) increase over the rolled-back rate. These budgets are on file in the Clerk's Office for the public's inspection, and are posted on the City's website. This budget is balanced.

This proposed budget contains changes from the budget submitted at the 7/26/12 budget workshop. A presentation will be made before the City Commission during this public hearing.

RECOMMENDED ACTION: Pass the Levy Ordinance (No. 12-38), which sets the final taxable millage rate at 9.1749 mills, and the Appropriation Ordinance (No. 12-39) adopting the proposed budget, on first reading.

Second reading for final adoption is scheduled for September 27, 2012.

DEPARTMENT HEAD	Submitted: M. Taylor / M. Reynolds	Date: 9-7-12
	Requested Agenda _____	Date: 9-13-12
FINANCE DEPARTMENT	Budgeted ___Yes ___No ___N/A	Date:
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 9/7/12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

ORDINANCE NO. 12 - 38

entitled

AN ORDINANCE LEVYING TAXES FOR THE YEAR 2011 TO RAISE THE NECESSARY REVENUE TO DEFRAY THE EXPENSES OF THE CITY OF PALATKA FOR THE FISCAL YEAR 2012 - 2013.

WHEREAS, by general law of the State of Florida, all ad valorem taxes are assessed and collected by the County; and whereas, the Property Appraiser of Putnam County, Florida, has submitted the Tax Roll for the year 2012; and

WHEREAS, it is necessary that the City Commission of the City of Palatka certify the millage levy for the City of Palatka for the year 2012 to the Tax Collector of Putnam County, Florida, and the Board of County Commissioners of Putnam County, Florida.

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

Section 1. That the City of Palatka does hereby levy for municipal purposes on all the Real and Personal property within the limits of the City, except homestead and other property exempt under the Constitution and laws of the State of Florida and the Ordinances of the City of Palatka, for the tax year 2012 to raise the necessary revenue to defray the expenses of the City, for the General Fund for the operating expenses of the City, nine point one seven four nine (9.1749) mills on the dollar of valuation on the assessment roll of property within the City of Palatka. This represents zero percent (0%) increase/decrease over the rolled back millage.

Section 2. Said millage rates are hereby certified to the Property Appraiser of Putnam County, Florida, and to the Board of County Commissioners of Putnam County, Florida, and a certified copy of this ordinance shall be delivered by the City Clerk to said Property Appraiser and Board of County Commissioners.

Section 3. If any of the provisions of this ordinance, or the application thereof, shall be held to be invalid, such invalidity shall not effect other provisions of this ordinance which may be given effect without the invalid provisions, and to such end the provisions of this ordinance are declared to be severable.

Section 4. This ordinance shall take effect immediately upon its final passage, and a copy hereof shall be published one time in a newspaper of general circulation within the City of Palatka within ten (10) days after final passage hereof.

PASSED AND ADOPTED this 27th day of September, 2012.

CITY OF PALATKA, FLORIDA

By:_____

Its MAYOR

ORDINANCE NO. 12- 39

entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, MAKING AN APPROPRIATION OF MONIES FOR THE OPERATING EXPENSES OF THE CITY OF PALATKA FOR GENERAL ADMINISTRATION OF THE SEVERAL GOVERNMENTAL DEPARTMENTS OF THE CITY, AND FOR CONTRIBUTING TO THE SEVERAL SINKING FUNDS OF THE CITY TO PAY INTEREST ON AND PROVIDE FOR THE RETIREMENT OF THE OUTSTANDING BONDS AND OTHER FIXED OBLIGATIONS OF THE CITY, AND FOR PALATKA GAS AUTHORITY, FOR AND DURING THE FISCAL YEAR A.D. 2012-13.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA:

Section 1. That the sum of Ten Million, Seven Hundred Thirty-Four Thousand, Nine Hundred Eighty-Four and 00/100 Dollars ($10,734,984.00) is hereby appropriated to the GENERAL FUND of the City of Palatka for the general operation and administration of the several governmental departments of the City for and during the fiscal year 2012-13, a detailed breakdown and accounting of which is set forth in the itemized Budget of the City as adopted by the City Commission and which is on file in the office of the City Clerk.

Section 2. That the sum of Four Million, Six Hundred Forty-Seven Thousand, Two Hundred Eighty-One and 00/100 Dollars ($4,647,281.00) is hereby appropriated to the UTILITY FUND of the City of Palatka for the general operation and maintenance of the several utility departments of the City, for and during the fiscal year A.D. 2012-13, a detailed breakdown and accounting of which is set forth of the itemized budget of the City as adopted by the City Commission and which is on file in the office of the City Clerk.

Section 3. That the sum of Four Hundred Seventy-Four Thousand, Ninety-Six and 00/100 Dollars ($474,096.00) is hereby appropriated to the Florida Municipal Loan Council Revenue Bonds Series 2010A Sinking Fund of the City of Palatka to be paid into said Fund during the fiscal year A.D. 2012-13, from the operating revenues of the Municipal Water & Sewer Work Systems to meet and pay the principal and interest on the Florida Municipal Loan Council Revenue Bonds Series 2010A.

Section 4. That the sum of Fifty Three Thousand, Eight Hundred Twenty Two and 00/100 Dollars ($53,822.00) is hereby appropriated to the Clean Water State Revolving Fund of the City of Palatka to be paid into said Fund during fiscal year A. D. 2012-13, from the operating revenues of the Municipal Water & Sewer Work Systems to meet and pay the principle and interest of the Clean Water State Revolving Fund Construction Loan, maturing in the fiscal year A. D. 2019-20.

Section 5. That the sum of Two Hundred Eighty-Four Thousand, Nine Hundred Fifty-Three and 00/100 Dollars ($284,953.00) is hereby appropriated to the Drinking Water State Revolving Fund of the City of Palatka to be paid into said Fund during fiscal year A. D. 2012-13, from the operating revenues of the Municipal Water & Sewer Work Systems to meet and pay the principle and interest of the Drinking Water State Revolving Fund Construction Loan, maturing in the fiscal year A. D. 2028-29.

Section 6. That the sum of One Million, Seven Thousand, Three Hundred Eighty-Three and 00/100 Dollars ($1,007,383.00) is hereby appropriated to the Golf Course Fund of the City of Palatka for the general operation and maintenance of the Golf Course of the City, for and during the fiscal year A.D. 2012-13, a detailed breakdown and accounting of which is set forth in the itemized budget of the City as adopted by the City Commission and which is on file in the office of the City Clerk.

Section 7. That the sum of One Hundred Eighty-One Thousand, Eight Hundred Ninety and 00/100 Dollars ($181,890.00) is hereby appropriated to the Taxable Golf Course Revenue Note Sinking Fund of the City of Palatka to be paid into said fund during the fiscal year A. D. 2012-13, from net revenues from the Golf Course and non-ad valorem revenues, to meet and pay the principal and interest on the Taxable Golf Course Revenue Note, issue of 2008, maturing in the year 2022-23.

Section 8. That the sum of One Million, Six Hundred Seventy-Three Thousand, One Hundred Thirty-Nine and 00/100 Dollars ($1,673,139.00) is hereby appropriated to the Sanitation Fund of the City of Palatka for the general operation and maintenance of the Sanitation Department for and during fiscal year 2012-13, a detailed breakdown and accounting of which is set forth in the itemized budget of the City as adopted by the City Commission and which is on file in the office of the City Clerk.

Section 9. That the sum of Two Million, Nine Hundred Eighty-Five Thousand, Twelve and 00/100 Dollars ($2,985,012.00) is hereby appropriated to the Kay Larkin Municipal Airport Fund of the City of Palatka for the general operation and maintenance of the Kay Larkin Municipal Airport Department for and during fiscal year 2012-13, a detailed breakdown and accounting of which is set forth in the itemized budget of the City as adopted by the City Commission and which is on file in the office of the City Clerk.

Section 10. That the sum of Two Hundred Ten Thousand, Three Hundred Eighty-One and 00/100 Dollars ($210,381.00) is hereby appropriated to the Airport Revenue Notes Sinking Fund of the City of Palatka to be paid into said Fund during the fiscal year A.D. 2012-13, from net revenues from the Kay Larkin Airport and non-ad valorem revenues, to meet and pay the principal and interest on the Airport Revenue Notes.

Section 11. That the sum of Two Million, Four Hundred Twenty Thousand, Nine Hundred Eighty and 00/100 Dollars ($2,420,980.00) is hereby appropriated to the Palatka Gas Authority operation fund from monies collected by the Palatka Gas Authority operation fund from monies collected by the Palatka Gas Authority for the sale of Natural Gas during the fiscal year 2011-12.

Section 12. That the appropriations to the General Fund in Section One (1) hereof shall be paid into said funds from monies accruing to the City from ad valorem taxes levied for the year 2013 by the City for such purposes, and any and all other

monies accruing to the City during the fiscal year 2012-13 not appropriated, earmarked or accruing on account of a tax levied for another specific purpose, shall accrue and be paid to the General Fund of the City and subject to expenditure for municipal purposes not inconsistent with the law and the provisions of this Ordinance; that the appropriation to the Utility Fund in Section Two (2) hereof shall be paid into said fund from monies collected by the City from the utility revenues during the fiscal year 2012-13, and shall be paid to the Utility Fund of the City and shall be subject to expenditure for municipal purposes in connection with the operation and maintenance of the utilities of the City not inconsistent with the law and the provisions of this Ordinance; that the appropriation for the Florida Municipal Loan Council Revenue Bonds Series 2010A Sinking Fund in Section Three (3) hereof shall be paid into said Fund from monies collected by the City from the utility revenues during fiscal year 2012-13 under the terms, conditions and provisions set forth in said Section Three (3) hereof; that the appropriation for the Clean Water State Revolving Fund in Section Four (4) hereof shall be paid into said Fund from monies collected by the City from the utility revenues during fiscal year 2012-13 under the terms, conditions and provisions set forth in said Section Four (4) hereof; that the appropriation for the Drinking Water State Revolving Fund in Section Five (5) hereof shall be paid into said Fund from monies collected by the City from the utility revenues during fiscal year 2012-13 under the terms, conditions and provisions set forth in said Section Five (5) hereof; that the appropriation to the Golf Course Fund in Section Six (6) hereof shall be paid into said fund from monies collected by the City from the Golf Course revenues during the fiscal year 2012-13, and shall be paid to the Golf Course Fund of the City and shall be subject to expenditure for municipal purposes in connection with the operation and maintenance of the Golf Course of the City not inconsistent with the law and provisions of this Ordinance, that the appropriation to the Taxable Golf Course Revenue Note of 2008 Sinking Fund in Section Seven (7) hereof shall be paid into said fund from the monies accruing to the City from the operation of the Municipal Golf Course and certain franchise revenues during the fiscal year 2012-13; that the appropriation to the Sanitation Fund in Section Eight (8) hereof shall be paid into said fund from monies collected by the City from Sanitation revenues collected during the fiscal year 2012-13 and shall be subject to expenditure for municipal purposes in connection with the operation and maintenance of the Sanitation Department of this City not inconsistent with the law and provisions of this Ordinance; that the appropriation to the Kay Larkin Municipal Airport Fund in Section Nine (9) hereof shall be paid into the said fund from monies collected by the City from Kay Larkin Municipal Airport revenues collected during the fiscal year 2012-13 and shall be subject to expenditures for municipal purposes in connection with the operation and maintenance of the Kay Larkin Municipal Airport Department of this City not inconsistent with the law and provisions of this Ordinance; that the appropriation for the Airport Revenues Note Sinking Fund in Section Ten (10) hereof shall be paid into said funds during the fiscal year A. D. 2012-13 at monthly intervals from the monies accruing to the City from the sources and under the terms, conditions and provisions set forth in said Section Ten (10) hereof; that the appropriation for Palatka Gas Authority in Section Eleven (11) hereof shall be paid into said fund from monies accruing to said Palatka Gas Authority from funds collected by said Authority from sale of natural gas.

Section 13. That the sum of Seven Hundred Ten Thousand, Eight Hundred Sixty-Four and 00/100 Dollars ($710,864.00) of "Better Place" Funds collected by the City of Palatka from the "Discretionary Sales Surtax" shall be paid into an account for purposes set aside by the City Commission.

Section 14. That the sum of Three Hundred Eighty-Three Thousand, Six Hundred Ten and 00/100 Dollars ($383,610.00) of "Tax Increment" funds shall be paid into a "Redevelopment Trust Fund" for purposes set aside by the Downtown Redevelopment Agency.

Section 15. This Ordinance shall take effect immediately upon its final passage.

PASSED AND ADOPTED this 27th day of September, 2012.

CITY OF PALATKA, FLORIDA

_____

By: ITS MAYOR

ATTEST:

_____

CITY CLERK

FLORIDA
DEPARTMENT OF REVENUE

CERTIFICATION OF TAXABLE VALUE

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

Year: 2012	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	$ 310,208,353			(1)
2.	Current year taxable value of personal property for operating purposes	$ 53,536,343			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 905,836			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 364,650,532			(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.)	$ 908,337			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 363,742,195			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 388,931,104			(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 on 6/29/2012 2:53 PM	Date:

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)*	8.6500	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 3,364,254		(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)*	$ 225,217		(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 3,139,037		(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 21,610,058		(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 342,132,137		(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	9.1749	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)*	$ 3,345,632		(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)*	$ 3,139,037		(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	9.1749	per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 3,345,632		(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)*	$ 3,345,632		(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)*	0.00 %		(27)

First public budget hearing	Date : 9/13/2012	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 :		Date :
Title : MATT REYNOLDS, FINANCE DIRECTOR	Contact Name and Contact Title : MATT REYNOLDS, FINANCE DIRECTOR	
Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST	
City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290100	Fax Number : 3863290106

Instructions on page 3

FLORIDA
DEPARTMENT OF REVENUE

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

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

Year: 2012	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	9.1749	per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2011 Form DR-420MM, Line 13	10.1686	per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	8.6500	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	$ 388,931,104		(5)
6.	Prior year maximum ad valorem proceeds with majority vote *(Line 3 multiplied by Line 5 divided by 1,000)*	$ 3,954,885		(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	$ 225,217		(7)
8.	Adjusted prior year ad valorem proceeds with majority vote *(Line 6 minus Line 7)*	$ 3,729,668		(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$ 342,132,137		(9)
10.	Adjusted current year rolled-back rate *(Line 8 divided by Line 9, multiplied by 1,000)*	10.9013	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)*	10.9013	per $1,000	(11)
12.	Change in per capita Florida personal income *(See Line 12 Instructions)*	1.0447		(12)
13.	Majority vote maximum millage rate allowed *(Line 11 multiplied by Line 12)*	11.3886	per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed *(Multiply Line 13 by 1.10)*	12.5275	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)*	11.3886	per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$ 364,650,532		(18)

Continued on page 2

Taxing Authority : CITY OF PALATKA			DR-420MM-P R. 5/12 Page 2
19.	Current year proposed taxes *(Line 15 multiplied by Line 18, divided by 1,000)*	$ 3,345,632	(19)
20.	Total taxes levied at the maximum millage rate *(Line 17 multiplied by Line 18, divided by 1,000)*	$ 4,152,859	(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)*	$ 0	(21)
22.	Total current year proposed taxes *(Line 19 plus Line 21)*	$ 3,345,632	(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)*	$ 0	(23)
24.	Total taxes at maximum millage rate *(Line 20 plus line 23)*	$ 4,152,859	(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 :		Date :
	Title : MATT REYNOLDS, FINANCE DIRECTOR	Contact Name and Contact Title : MATT REYNOLDS, FINANCE DIRECTOR	
	Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST	
	City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290100	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

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

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

Year : 2012	County : PUTNAM
Principal Authority : CITY OF PALATKA	Taxing Authority : CITY OF PALATKA
Community Redevelopment Area : Downtown	Base Year : 1983

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 30,148,213	(1)
2.	Base year taxable value in the tax increment area	$ 14,750,255	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 15,397,958	(3)
4.	Prior year Final taxable value in the tax increment area	$ 32,576,050	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 17,825,795	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser on 6/29/2012 2:53 PM	Date :

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

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

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 14,628,060	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 146,483	(6c)

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

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

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title : MATT REYNOLDS, FINANCE DIRECTOR	Contact Name and Contact Title : MATT REYNOLDS, FINANCE DIRECTOR	
	Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST	
	City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290100	Fax Number : 3863290106

CERTIFICATION OF 2012 PRELIMINARY ASSESSMENT INCREMENT FOR THE ORIGINAL DOWNTOWN REDEVELOPMENT DISTRICT

Pursuant to that certain Resolution (#4-7) passed by the City Commission of the City of Palatka on September 8, 1983, and signed by its Mayor, Eugene L. Walker, Wherein a portion of Downtown Palatka was declared as an area suitable for redevelopment, and more particularly provided a legal description of said area, and

Pursuant to that certain Resolution (#4-12) passed by the City Commission of the City of Palatka on November 10, 1983, and signed by its mayor, Eugene L. Walker, whereby a "community redevelopment agency" now known as the Downtown Redevelopment Agency for the City of Palatka was legally created under F. S. 163.356,

AND WHEREAS, a "redevelopment trust fund" has been created under F. S. 163.387, which is to be funded through the use of tax increments as defined in F. S. 163.387,

NOW THEREFORE, I, Timothy E. Parker, as Property Appraiser for Putnam County do hereby certify the following, Preliminary 2012 Assessment Increment to the City of Palatka for the Downtown Redevelopment Agency for the City of Palatka, in the following manner:

1. The 1983 taxable real property value (as certified 10/4/83):

   $ 14,750,255

2. The 2012 Preliminary taxable real property value:

   $ 30,148,213

3. The resultant Preliminary 2012 taxable real property increment:

   $ 15,397,958

DATED this 29TH day of June, 2012

Timothy E. Parker, C.F.A.
Putnam County Property Appraiser

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

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

Year : 2012	County : PUTNAM
Principal Authority : CITY OF PALATKA	Taxing Authority : CITY OF PALATKA
Community Redevelopment Area : North Historic	Base Year : 1994

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 3,770,198	(1)
2.	Base year taxable value in the tax increment area	$ 1,099,110	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 2,671,088	(3)
4.	Prior year Final taxable value in the tax increment area	$ 4,208,957	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 3,109,847	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser on 6/29/2012 2:53 PM	Date :

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

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

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 2,537,534	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 25,555	(6c)

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

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

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title : MATT REYNOLDS, FINANCE DIRECTOR	Contact Name and Contact Title : MATT REYNOLDS, FINANCE DIRECTOR	
	Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST	
	City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290100	Fax Number : 3863290106

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

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

Year : 2012	County : PUTNAM
Principal Authority : CITY OF PALATKA	Taxing Authority : CITY OF PALATKA
Community Redevelopment Area : South Historic	Base Year : 1994

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 7,895,658	(1)
2.	Base year taxable value in the tax increment area	$ 3,217,275	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 4,678,383	(3)
4.	Prior year Final taxable value in the tax increment area	$ 9,688,727	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 6,471,452	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser on 6/29/2012 2:53 PM	Date :

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

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

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 4,444,464	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 53,179	(6c)

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

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

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title : MATT REYNOLDS, FINANCE DIRECTOR	Contact Name and Contact Title : MATT REYNOLDS, FINANCE DIRECTOR	
	Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST	
	City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290100	Fax Number : 3863290106

CERTIFICATION OF 2012 PRELIMINARY ASSESSMENT INCREMENT FOR THE NORTH AND SOUTH HISTORIC DISTRICTS

Whereas, the City Commission of the City of Palatka adopted Ordinance 94-27 on November 10, 1994 and Ordinance 95-5 on March 23, 1995 and both were signed by its Mayor, Tim Smith, wherein the Boundaries of the Original Downtown Redevelopment District was amended by adding the North and South Historic Districts, and

Whereas the City Commission of the City of Palatka adopted Ordinance 94-28 on November 10, 1994 and signed by its Mayor, Tim Smith, to change the boundaries of the Tax Increment Finance District to coincide with the boundaries of the new redevelopment agency;

And whereas a "redevelopment trust fund" has been created under F.S. 163.387, which is to be funded through the use of tax increments as defined in F.S. 163.387;

Now therefore, I, Timothy E. Parker, as Property Appraiser for Putnam County do hereby certify the following Preliminary 2012 Assessment increment to the City of Palatka for the Downtown Redevelopment Agency for the following areas:

1. The 1994 taxable real property value (as certified 10/18/94):
   North Historic District: $ 1,099,110
   South Historic District: $ 3,217,275
2. The Preliminary 2012 taxable real property value:
   North Historic District: $ 3,770,198
   South Historic District: $ 7,895,658
3. The resultant Preliminary 2012 taxable real property increment:
   North Historic District: $ 2,671,088
   South Historic District: $ 4,678,383

DATED this 29TH day of June, 2012

Timothy E. Parker, C.F.A.
Putnam County Property Appraiser

Timothy E. Parker, C.F.A.
Putnam County Property Appraiser
386/329-0286 • 1-800-826-1437 x0286 • Fax: 386/329-0447
www.putnam-fl.com/app • appraiser@putnam-fl.com

MEMORANDUM

TO: All Municipalities

FROM: Justin Edwards, CFE
Office Operations Supervisor

DATE: June 29, 2012

RE: 2012 TRIM Calendar

With July 1 as Day 1 of the TRIM calendar, you need to be aware of the following dates:

August 4 (day 35) — By this day, each taxing authority must have returned their completed DR420 Certification of Taxable Value to our office.

September 3 thru 18 (day 65 thru day 80) — Within 80 days of certification of value, but not earlier than 65 days, each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate.

As you are aware, you cannot hold your meetings on the same day as the Board of County Commissioners or School Board, so you need to work around the dates they have chosen:

Board of County Commissioners - September 11th
School Board - September 4th

Whenever you select a date for your final hearing, you need to call and give me that date. As always, if I can assist you in any way, please let me know.

CITY OF PALATKA

ANNUAL BUDGET

FOR THE FISCAL YEAR
OCTOBER 1, 2012 – SEPTEMBER 30, 2013

TABLE OF CONTENTS

GENERAL FUND

REVENUES & CASH BALANCES FORWARD	1 - 4
EXPENDITURES	
CITY HALL	5
INFORMATION TECHNOLOGY	6
LEGAL COUNSEL	7
OTHER GENERAL GOVERNMENT SERVICES	8
PUBLIC SAFETY	
BUILDING & ZONING	9
POLICE DEPARTMENT	10 - 11
FIRE DEPARTMENT	12
STREETS	13
CEMETERY	14
CULTURAL SERVICES	15
CULTURAL SERVICES (BRONSON HOUSE)	16
PARKS & RECREATION	17
COMMUNITY CENTER	18
BETTER PLACE PLAN	19
TRANSFERS, CONTINGENCIES & RESERVES	20

AIRPORT FUND

REVENUES & CASH BALANCES FORWARD	21 - 22
EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	23 - 24

WATER FUND

REVENUES & CASH BALANCES FORWARD	25
EXPENDITURES	
WATER PLANT	26
WASTEWATER TREATMENT PLANT	27
WASTE/SEWER DISTRIBUTION	28
WATER ADMINISTRATION	29
TRANSFERS, CONTINGENCIES & RESERVES	30

GOLF COURSE FUND

REVENUES & CASH BALANCES FORWARD	31
EXPENDITURES	
MAINTENANCE DEPARTMENT	32
CLUB HOUSE	33
TRANSFERS, CONTINGENCIES & RESERVES	34

SANITATION FUND
REVENUES & CASH BALANCES FORWARD 35
EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES
GARAGE MAINTENANCE 36
SANITATION DEPARTMENT 37

TAX INCREMENT FUND
REVENUES & CASH BALANCES FORWARD 38
EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES 39

CDBG FUND
REVENUES & CASH BALANCES FORWARD 40
EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES 41

General Fund

FUND TITLE/FUND # *General Fund: 001*	SOURCES *All General Fund Revenues/Cash Balances*					
REVENUE OBJECT #/TITLE	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
311 PROPERTY TAXES						
311-0-0100 CURRENT AD VALOREM TAXES	3,188,789	3,193,677	3,381,177	3,201,120	3,178,351	-0.7%
311-0-0200 DELINQUENT AD VALOREM TAXES	20,080	6,903	10,000	-	11,346	0.0%
Total	3,208,869	3,200,581	3,391,177	3,201,120	3,189,697	-0.4%
312 LOCAL OPTION, USE & FUEL TAXES						
312-4-1000 LOCAL OPTION FUEL TAX	324,871	290,188	322,095	296,072	275,086	-7.1%
312-4-2000 2010 LOCAL GAS TAX	129,372	196,070	217,743	201,224	183,393	-8.9%
312-5-1000 FIRE 175 PREM MONIES	80,405	93,954	71,776	71,776	60,507	-15.7%
312-5-2000 POLICE 185 PREM MONIES	62,976	61,450	66,457	66,457	62,213	-6.4%
312-6-0000 DISCRETIONARY SALES SURTAX	715,264	676,948	682,902	632,750	710,864	12.3%
Total	1,312,888	1,318,611	1,360,973	1,268,279	1,292,063	1.9%
314 UTILITY SERVICES TAXES						
314-1-0000 UTILITY TAX ELECTRIC	653,400	668,075	633,160	640,004	626,199	-2.2%
314-3-0000 UTILITY TAX WATER	112,245	84,011	105,562	81,187	124,892	53.8%
314-4-0000 UTILITY TAX GAS	117,402	108,258	137,248	122,297	89,058	-27.2%
314-7-0000 UTILITY TAX FUEL OIL	97	160	120	240	125	-47.9%
314-8-0000 UTILITY TAX PROPANE	3,788	1,463	4,122	1,220	1,450	18.9%
Total	886,932	861,966	880,212	844,948	841,724	-0.4%
315 COMMUNICATION SERVICE TAXES						
315-0-1000 TELE COMMUNICATION SERVICE TAX	522,116	327,679	370,777	193,731	108,716	-43.9%
Total	522,116	327,679	370,777	193,731	108,716	-43.9%
316/322 LICENSES/PERMITS						
316-0-1000 OCCUPATIONAL BUSINESS TAX	88,801	90,973	88,000	88,000	88,000	0.0%
322-0-2000 BUILDING PERMITS	52,698	86,460	40,000	50,000	75,000	50.0%
322-0-2100 BUILDING & ZONING REVENUES	38,040	25,811	40,000	16,083	22,422	39.4%
Total	179,539	203,243	168,000	154,083	185,422	20.3%
323 FRANCHISE FEES						
323-1-0000 FRANCHISE FEES ELECTRIC	879,660	886,166	923,309	819,899	811,541	-1.0%
Total	879,660	886,166	923,309	819,899	811,541	-1.0%
331/333/334 STATE/FEDERAL GRANTS & PILOTS						
331-2-1500 JAG RECOVERY LOCAL 09SBB90645	28,506	44,913	60,130	22,000	-	-100.0%
331-2-2500 BULLET PROOF VEST GRT-POLICE	3,996	917	3,000	5,013	2,500	-50.1%
331-2-3500 2008 UMWX0032 COPS UNI HIRING	25,223	24,281	25,000	-	-	0.0%
331-2-3600 2009 RKWX0247 COPS RECOVERY	33,910	45,258	53,276	48,267	-	-100.0%
331-2-4700 WEED & SEED GRANT-POLICE	172,863	37,094	36,760	-	-	0.0%
331-2-5500 SAFER GRANT	110,535	82,301	84,518	52,035	19,530	-62.5%
331-2-5501 USDA Fire Truck	-	-	-	-	150,000	0.0%
331-2-5600 JAG 2009 2009DJBX0978	21,321	216	-	-	-	0.0%
331-2-5700 BYRNE COUNTYWIDE-PUTN1W7033	97,342	-	-	-	-	0.0%
331-2-5800 SELECT ENFORCE-PUTN-1-4X-126	26,640	-	-	-	-	0.0%
331-2-5900 VOCA GRANT V09045	30,016	31,205	34,286	37,715	37,715	0.0%
331-2-5400 EMW-2010-FO-02817 FIRE GRANT	-	123,880	123,880	-	-	0.0%
331-2-6000 JAG 2010 2010DJBX1516	-	17,274	17,274	-	-	0.0%
331-2-6100 2011-JAGC-PUTN-3-B2-169	-	26,508	27,006	-	-	0.0%
331-2-3700 2011-2012 COPS HIRING	-	-	-	106,552	-	-100.0%
331-2-6200 JAG 2011 2011DJBX2106	-	-	-	14,118	-	-100.0%
331-2-6300 2012-JAGC-PUTN-1-C4-027	-	-	-	21,364	-	-100.0%
331-2-6301 JAG Local 2012	-	-	-	-	11,184	0.0%
331-2-6302 JAG County Wide 2012	-	-	-	-	16,031	0.0%
331-3-1000 ENERGY GRANT ARS027	-	58,650	-	-	-	0.0%
331-5-2000 HUD DOWNTOWN PARKING/STREETSCA	-	57,474	-	-	-	0.0%
331-7-1000 HISTORICAL GRANT	-	-	-	-	-	0.0%
331-9-3000 RIVERFRONT PIER GRANT #08082	193,000	-	-	-	-	0.0%

General Fund

FUND TITLE/FUND # *General Fund: 001*	SOURCES *All General Fund Revenues/Cash Balances*					
REVENUE OBJECT #/TITLE	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
333-0-1000 PAYMENTS IN LIEU OF TAX (PHA)	12,038	11,707	7,500	10,000	15,000	50.0%
334-1-1000 HAZARD-ST JOHNS/ZEAGLER 80-R	78,986	-	-	-	-	0.0%
334-1-1500 HAZARD-RETROFIT FD 138-R	153	-	-	-	-	0.0%
334-1-1100 HAZARD-CRILL/MOSELEY 137-R	-	631	89,754	-	-	0.0%
334-1-3000 CRILL & MOSELEY #1561-137-A	-	163,728	75,259	-	-	0.0%
334-1-3001 ST JOHNS AVE 11HM-3H-04-64-02-	-	19,125	-	-	-	0.0%
334-1-3002 ST JOHNS/7TH/OAK ST 11HM-3E-04	-	21,579	-	-	-	0.0%
334-1-3003 URBAN FORESTRY 2010 GRANT	-	15,115	-	-	-	0.0%
334-1-4000 SJRWMD #26799 SOFTWARE COST SH	-	39,743	-	-	-	0.0%
334-3-6020 RIVER ST STORMWATER G0287	275,000	-	-	-	-	0.0%
334-4-9000 FDOT AQ605 RIVERBOAT REFURBISH	-	250,000	-	-	-	0.0%
334-7-2000 LARIMER GRANT	50,000	-	-	-	-	0.0%
Total	1,159,529	1,071,601	637,643	317,064	251,960	-20.5%
335 STATE SHARED REVENUES						
335-1-2000 STATE REVENUE SHARING	400,040	399,584	396,000	398,822	398,753	0.0%
335-1-4000 MOBILE HOME LICENSE TAX	5,378	4,485	8,290	5,749	6,031	4.9%
335-1-5000 ALCOHOLIC BEVERAGE TAX	8,583	8,757	9,000	13,135	8,945	-31.9%
335-1-6000 SALES TAX REVENUE (95%)	373,845	332,877	364,396	315,925	393,084	24.4%
335-2-1000 FIREFIGHTERS SUP COMP	4,917	4,440	5,000	4,440	5,040	13.5%
335-4-9000 GAS TAX REBATE	14,979	10,753	12,000	17,963	14,535	-19.1%
Total	807,741	760,895	794,686	756,034	826,388	9.3%
337 GRANTS/LOCAL UNITS						
337-2-0100 HIDTA	6,194	11,432	3,000	6,857	6,547	-4.5%
Total	6,194	11,432	3,000	6,857	6,547	-4.5%
338 SHARED REVENUE FROM OTHER LOCAL UNITS						
338-0-2000 SHARE OF COUNTY OCCUP	6,334	4,551	7,500	6,500	3,500	-46.2%
338-0-9000 SHARED REV OTHER LOC UNITS	5,000	-	5,000	5,000	25,000	400.0%
Total	11,334	4,551	12,500	11,500	28,500	147.8%
340's CHARGES FOR SERVICES						
342-1-1000 POLICE SERVICES	38,222	29,032	24,816	21,775	45,000	106.7%
342-1-2000 FIRE ALARM REG & FEES (POLICE)	6,150	8,349	4,500	5,800	-	-100.0%
342-1-3000 TAXI REGISTRATION	120	105	-	-	-	0.0%
342-1-1100 HAND GUN CLASSES	-	770	-	1,750	-	-100.0%
342-2-1000 FIRE SERVICES	32,910	34,854	35,000	33,000	25,710	-22.1%
342-5-1000 FIRE INSPECTION FEES	14,910	16,570	15,135	11,010	14,835	34.7%
343-8-1000 CEMETERY SERVICES	56,355	52,051	49,575	49,575	96,225	94.1%
343-8-2000 VAULT SALES-CEMETERY	37,938	36,250	32,607	32,607	36,450	11.8%
346-4-1000 ANIMAL CONTROL FEES	1,764	2,212	1,245	1,513	2,500	65.2%
347-2-1000 PARK-REC FEES	3,925	2,914	3,400	2,720	3,500	28.7%
347-3-1000 BRONSON HOUSE	300	-	-	-	-	0.0%
347-5-1000 COMMUNITY CENTER	10,970	2,145	10,155	1,868	9,600	413.9%
Total	203,564	185,251	176,433	161,618	233,820	44.7%
350's FINES/FORFEITS						
351-1-1000 COURT FINES	29,493	40,280	25,000	43,000	40,000	-7.0%
351-3-1000 POLICE EDUCATION	2,286	2,214	1,800	1,800	2,000	11.1%
354-0-1000 CODE ENFORCEMENT FINES	10,990	19,619	9,184	9,000	13,926	54.7%
354-0-1100 RED LIGHT CAMERA FINES	-	-	-	-	564,062	0.0%
359-0-0500 EVIDENCE FUND	-	-	-	-	-	0.0%
359-0-1100 FALSE ALARM FINES	5,012	7,803	12,000	14,292	18,000	25.9%
359-0-2000 SPECIAL POLICE TRUST REV	17,261	24,278	24,278	17,600	15,000	-14.8%
359-0-4000 PARKING TICKETS	500	250	500	-	-	0.0%
Total	65,542	94,444	72,762	85,692	652,988	662.0%
360's MISCELLANEOUS REVENUES						

General Fund

FUND TITLE/FUND # *General Fund: 001*	SOURCES *All General Fund Revenues/Cash Balances*					
REVENUE OBJECT #/TITLE	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
361-1-1000 INTEREST EARNINGS-FLO	5,375	1,367	6,255	1,803	163	-91.0%
361-1-1500 INTEREST-MISCELLANEOUS	-	-	-	-	-	0.0%
362-0-1000 MISC RENTS	9	-	-	-	-	0.0%
362-0-3000 AMTRAK RENT	2,040	2,040	2,040	2,040	4,080	100.0%
362-0-4000 CONCESSION STAND RENT	1,508	1,650	-	-	2,000	0.0%
364-0-1000 CEMETERY LOTS	32,175	30,525	33,825	32,588	42,000	28.9%
364-0-1010 CEMETERY LOTS RESTRICTED	32,175	30,525	33,825	32,588	41,250	26.6%
364-0-4900 SURPLUS EQUIPMENT-GENERAL	592	26	1,000	-	-	0.0%
366-0-1500 WEED & SEED CONTRIB	470	5,000	-	-	-	0.0%
366-0-2000 CRIME PREVENTION	1,025	-	500	-	-	0.0%
366-0-2100 VOLUNTEER PROGRAM	1,556	1,206	500	-	-	0.0%
366-0-2200 POLICE ATHLETIC LEAGUE	20,837	8,842	18,000	-	-	0.0%
366-0-2400 GANG TASK FORCE DONATIONS	-	-	1,000	-	-	0.0%
366-0-2500 VOCA	528	100	-	-	-	0.0%
366-0-3000 CONTRIB FRM PUT HIST SOC	-	1,700	1,700	-	-	0.0%
366-0-6000 CONTRIBUTIONS FIRE TRK RESTOR	264	96	-	-	-	0.0%
366-0-8000 FIREWORKS CONTRIBUTION	8,425	7,925	-	-	7,500	0.0%
366-0-8500 FIRE PUBLIC EDUCATION	17,856	18,360	17,000	17,000	17,000	0.0%
366-0-9000 REID ST ISLAND CONTRIB	650	300	-	-	-	0.0%
366-0-7500 RIVERFRONT HANDICAP PLAYGROUND	-	5,000	-	-	-	0.0%
366-0-2600 WOMENS SELF-DEFENSE CLASS DONA	-	-	-	-	-	0.0%
366-0-6100 CONTRIBUTIONS FROM GP FOR FD	-	-	-	10,000	-	-100.0%
369-3-1000 REFUNDS/REIMBURSEMENTS	45,998	96,044	51,168	50,000	29,651	-40.7%
369-9-0500 MISC REVENUE	2,009	1,165	1,050	1,000	644	-35.6%
369-9-1000 FDOT CONTRACT	51,654	51,654	51,654	51,654	51,654	0.0%
369-9-2000 INSURANCE CLAIMS-GENERAL	-	25,094	8,511	1,000	2,991	199.1%
369-9-3000 FDOT LIGHTING MAINTENANCE	33,102	34,331	34,421	35,455	35,455	0.0%
Total	258,247	322,949	262,449	235,128	234,388	-0.3%
381 TRANSFERS IN						
381-0-1000 TRANSFER FROM TAX INCREMENT	18,850	414,480	-	-	374,476	0.0%
381-0-1100 TRANSFER FROM CDBG FUND 50	-	167,763	-	-	-	0.0%
381-0-1200 TRANSFER FROM PENSION FUNDS	-	-	-	-	-	0.0%
381-0-1300 TRANSFER FROM GAS AUTHORITY	-	-	-	-	500,000	0.0%
Total	18,850	582,243	-	-	874,476	0.0%
382 REIMBURSEMENTS						
382-0-1000 CONTRIB FROM UTILITIES	110,000	110,000	110,000	260,000	260,000	0.0%
382-0-3000 CONTRIB FROM SANITATION	65,000	65,000	65,000	95,000	95,000	0.0%
382-0-5000 CONTRIB FROM AIRPORT	-	-	-	-	15,000	0.0%
382-0-6000 CONTRIB FROM TAX INCREMENT	-	-	-	-	59,467	0.0%
382-0-7000 CONTRIB FROM PENSION FUNDS	-	-	-	-	9,689	0.0%
Total	175,000	175,000	175,000	355,000	439,156	23.7%
TOTAL OPERATING & OTHER REVENUES	9,696,004	10,006,612	9,228,921	8,410,953	9,977,386	18.6%
CASH BALANCE FORWARD						
301-0-1000 OPERATING CASH BALANCE FORWARD	589,960	603,935	-	-	321,747	0.0%
301-0-1001 EVIDENCE FUND BALANCE FORWARD	730	730	-	-	22,682	0.0%
301-0-1002 LOT DEMOLITION/CLEANUP BALANCE FORWA	-	-	-	-	10,339	0.0%
301-0-1003 IMPACT FEES-POLICE BALANCE FORWARD	9,644	9,644	-	-	9,644	0.0%
301-0-1004 IMPACT FEES-FIRE BALANCE FORWARD	5,841	5,841	-	-	5,841	0.0%
301-0-1005 IMPACT FEES-SCHOOL BOARD BALANCE FORW	4,260	4,260	-	-	4,260	0.0%
301-0-1006 INSURANCE CONTINGENCY BALANCE FORWAR	53,505	-	-	70,863	-	-100.0%
301-0-1007 BETTER PLACE BALANCE FORWARD	247,550	75,975	-	-	237,367	0.0%

General Fund

FUND TITLE/FUND # *General Fund: 001*	SOURCES *All General Fund Revenues/Cash Balances*					
REVENUE OBJECT #/TITLE	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
301-0-1008 RIVERFRONT PLAYGROUND BALANCE FORWAR	-	-	-	-	5,000	0.0%
301-0-1009 SPECIAL CEMETERY BALANCE FORWARD	11,350	28,103	-	-	77,578	0.0%
301-0-1010 SPECIAL POLICE BALANCE FORWARD	110,754	56,880	-	-	45,771	0.0%
301-0-1011 CANINE PURCHASE BALANCE FOWARD	3,053	3,053	-	-	3,053	0.0%
301-0-1012 HAND GUN CLASSES BALANCE FORWARD	-	-	-	-	72	0.0%
301-0-1013 FIRE PUBLIC EDUCATION BALANCE FORWARD	7,903	11,449	-	-	11,339	0.0%
301-0-1014 POLICE ATHLETIC LEAGUE BALANCE FORWARD	13,760	26,302	-	-	-	0.0%
301-0-1015 CRIME PREVENTION BALANCE FORWARD	640	1,259	-	-	1,259	0.0%
301-0-1016 WEED & SEED BALANCE FORWARD	44,447	44,917	-	-	-	0.0%
301-0-1017 BLOOD SCREENING BALANCE FORWARD	-	-	-	-	1,260	0.0%
301-0-1018 WOMENS SELF-DEFENSE CLASS BALANCE FOR	-	-	-	-	386	0.0%
302-0-7500 FRANK GEORGE BAL FORWARD	-	-	77,014	-	-	0.0%
Total	1,103,397	872,348	77,014	70,863	757,598	969.1%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	10,799,401	10,878,960	9,305,935	8,481,816	10,734,984	26.6%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *General Government*					
DEPARTMENT NAME/# City Hall: 001-01-512	**ACTUAL 2010**	**ACTUAL 2011**	**BUDGET 2011**	**BUDGET 2012**	**BUDGET 2013**	**INCREASE/ DECREASE**
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1100 EXECUTIVE SALARIES	235,582	239,044	237,933	227,733	299,463	31.5%
1110 COMMISSIONERS	81,788	34,078	81,788	81,788	81,788	0.0%
1200 REGULAR SALARIES	160,116	212,487	162,426	159,322	160,095	0.5%
2100 FICA TAX EXPENSE	34,726	35,341	36,884	35,866	41,413	15.5%
2200 RETIREMENT EXPENSE	66,692	64,448	66,261	83,604	87,760	5.0%
2300 HEALTH AND LIFE INSURANCE	37,787	44,770	40,618	36,314	43,958	21.0%
2400 WORKERS COMP	1,847	3,378	5,500	5,500	3,207	-41.7%
2500 UNEMPLOYMENT COMP	2,232	1,237	-	-	-	0.0%
1400 OVERTIME-GENERAL ADMIN	-	738	-	-	-	0.0%
Total	620,770	635,520	631,410	630,127	717,684	13.9%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	199	1,223	500	500	500	0.0%
3120 PHYSICALS	180	-	180	-	-	0.0%
3200 ACCOUNTING AND AUDITING	27,269	27,769	27,000	27,000	27,000	0.0%
3400 CONTRACTUAL SERVICES	28,938	32,075	30,000	20,000	-	-100.0%
4020 SCHOOLING, CONFERENCE, ETC	1,464	509	1,500	1,000	1,500	50.0%
4021 SCHOOLING/CONF-CITY MANAGER	1,411	931	1,000	1,000	1,500	50.0%
4022 SCHOOLING/CONF-MAYOR	606	851	1,000	1,000	1,000	0.0%
4023 SCHOOLING/CONF-VMAYOR BROWN	2,215	2,581	1,998	1,500	1,500	0.0%
4024 SCHOOLING/CONF-COMM KITCHENS	-	47	500	500	1,000	100.0%
4025 SCHOOLING/CONF-COMM NORWOOD	1,677	1,391	1,000	1,000	1,000	0.0%
4026 SCHOOLING/CONF-COMM LEARY	1,283	825	1,000	1,000	1,000	0.0%
4027 SCHOOLING/CONF-BETSY DRIGGERS	924	288	1,000	1,000	1,000	0.0%
4100 COMMUNICATIONS SERVICES	2,819	3,293	4,500	4,200	3,000	-28.6%
4200 POSTAGE AND FREIGHT	5,000	4,828	5,000	5,000	5,500	10.0%
4310 NATURAL GAS	422	331	450	450	150	-66.7%
4320 ELECTRICITY	4,622	4,522	5,500	5,000	4,000	-20.0%
4400 RENTALS AND LEASES	4,109	4,096	5,000	5,000	4,000	-20.0%
4500 LIABILITY INSURANCE	10,607	10,949	11,000	11,000	12,500	13.6%
4610 BUILDING MAINTENANCE	1,596	1,546	3,000	2,500	3,500	40.0%
4620 EQUIPMENT MAINTENANCE	10,931	9,383	18,000	15,000	12,000	-20.0%
4630 VEHICLE MAINTENANCE	343	-	300	300	500	66.7%
4700 PRINTING AND BINDING	4,759	8,254	6,000	5,000	5,000	0.0%
5100 OFFICE SUPPLIES	1,603	3,446	1,200	1,200	2,000	66.7%
5210 GAS AND LUBRICANTS	615	982	600	800	1,000	25.0%
5230 JANITORIAL SUPPLIES	425	662	500	500	750	50.0%
5260 UNIFORMS	-	368	500	500	-	-100.0%
5280 OPERATING SUPPLIES	5,325	22,085	10,000	10,000	10,000	0.0%
5400 MEMBR,SUBSCRIPT,DUES	4,388	3,712	3,800	3,800	3,800	0.0%
Total	123,729	146,945	142,028	125,750	104,700	-16.7%
CAPITAL OUTLAY						
6400 CAPITAL OUTLAY	-	119,348	83,938	-	-	0.0%
Total	-	119,348	83,938	-	-	0.0%
DEPARTMENT TOTAL	744,500	901,813	857,376	755,877	822,384	8.8%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *General Government*					
DEPARTMENT NAME/# Information Technology: 001-17-516	**ACTUAL 2010**	**ACTUAL 2011**	**BUDGET 2011**	**BUDGET 2012**	**BUDGET 2013**	**INCREASE/ DECREASE**
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1100 EXECUTIVE SALARIES	-	-	-	-	43,676	0.0%
2100 FICA TAX EXPENSE	-	-	-	-	3,341	0.0%
2200 RETIREMENT EXPENSE	-	-	-	-	7,556	0.0%
2300 HEALTH AND LIFE INSURANCE	-	-	-	-	8,124	0.0%
2400 WORKERS COMP	-	-	-	-	1,212	0.0%
Total	-	-	-	-	63,909	0.0%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	-	-	-	-	41,995	0.0%
4020 SCHOOLING, CONFERENCE, ETC	-	-	-	-	1,000	0.0%
4100 COMMUNICATIONS SERVICES	-	-	-	-	660	0.0%
4400 RENTALS AND LEASES-EQUIPMENT	-	-	-	-	9,909	0.0%
4401 RENTALS AND LEASES-VEHICLE	-	-	-	-	5,071	0.0%
4630 VEHICLE MAINTENANCE	-	-	-	-	2,000	0.0%
5100 OFFICE SUPPLIES	-	-	-	-	250	0.0%
5210 GAS AND LUBRICANTS	-	-	-	-	1,000	0.0%
5280 OPERATING SUPPLIES	-	-	-	-	500	0.0%
5400 MEMBR,SUBSCRIPT,DUES	-	-	-	-	500	0.0%
Total	-	-	-	-	62,885	0.0%
DEPARTMENT TOTAL	-	-	-	-	126,794	0.0%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *Legal*					
DEPARTMENT NAME/# Legal: 001-04-514	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1000 EXECUTIVE SALARIES	17,180	17,180	17,180	17,180	17,180	0.0%
2100 FICA TAXES	942	958	1,314	1,314	992	-24.5%
2200 RETIREMENT-GENERAL	2,577	2,405	2,405	3,711	3,711	0.0%
Total	20,700	20,543	20,899	22,205	21,883	-1.5%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	20,473	38,653	29,000	35,000	35,000	0.0%
Total	20,473	38,653	29,000	35,000	35,000	0.0%
DEPARTMENT TOTAL	41,172	59,196	49,899	57,205	56,883	-0.6%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *General Government*					
DEPARTMENT NAME/# Other Govt Services: 001-04-519	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
OPERATING EXPENSES						
3400 SAFETY PROGRAM	462	518	1,000	1,000	1,000	0.0%
3410 ELECTION EXPENSE	71	-	-	-	-	0.0%
3420 SPECIAL EVENTS(FIREWORKS)	6,075	28,000	-	-	22,500	0.0%
3430 CHRISTMAS LIGHTING	4,450	4,162	3,000	3,000	-	-100.0%
3470 MILLENNIUM TOWER EXPENSE	1,930	830	2,000	1,000	1,000	0.0%
4510 INSURANCE CLAIMS	105,612	10,000	20,000	80,863	10,000	-87.6%
4590 100 BLOCK BLDG MAINTENANCE	-	154	-	-	-	0.0%
4800 ADVERTISING	1,315	1,310	1,500	1,000	3,000	200.0%
4900 LEGAL ADVERTISING	-	-	500	-	-	0.0%
4920 PROPERTY TAX	164	-	-	-	-	0.0%
5200 MAIN STREET	55	-	-	-	-	0.0%
5280 AZALEA FESTIVAL	938	1,262	1,000	1,000	1,000	0.0%
3480 BLOOD SCREENING	-	-	-	-	-	0.0%
Total	121,073	46,235	29,000	87,863	38,500	-56.2%
GRANTS & AIDS						
8210 CHAMBER OF COMMERCE	5,000	5,000	5,000	5,000	5,550	11.0%
8230 SOCIAL SERVICES	4,000	2,000	4,000	4,000	2,000	-50.0%
8240 RIVER FRONT PARK PROG	5,000	5,000	5,000	5,000	5,000	0.0%
Total	14,000	12,000	14,000	14,000	12,550	-10.4%
DEPARTMENT TOTAL	135,073	58,235	43,000	101,863	51,050	-49.9%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *Public Safety*					
DEPARTMENT NAME/# Building & Permitting: 001-02-524	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1100 EXECUTIVE SALARIES	72,578	83,660	72,577	65,634	68,916	5.0%
1200 REGULAR SALARIES	104,906	112,547	105,952	105,953	139,120	31.3%
1400 OVERTIME	-	240	-	-	-	0.0%
2100 FICA TAX EXPENSE	13,139	13,933	13,657	13,126	15,915	21.2%
2200 RETIREMENT EXPENSE	22,854	20,339	24,994	37,063	55,338	49.3%
2300 HEALTH AND LIFE INSURANCE	16,394	21,247	16,700	20,560	19,089	-7.2%
2400 WORKERS COMP	5,150	2,937	4,800	4,800	385	-92.0%
Total	235,021	254,903	238,680	247,136	298,763	20.9%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	3,957	15,918	11,070	10,000	10,000	0.0%
3120 PRE-EMPLOYMENT PHYSICALS	-	95	85	85	170	100.0%
3400 OTHER CONTRACTUAL SERVICES	59,587	46,955	55,500	40,000	19,000	-52.5%
4020 SCHOOLING, CONFERENCE, ETC	834	1,313	1,000	4,000	4,000	0.0%
4100 COMMUNICATIONS SERVICES	3,695	3,750	3,281	2,500	2,100	-16.0%
4200 POSTAGE AND FREIGHT	5,000	2,625	2,500	4,000	2,500	-37.5%
4310 NATURAL GAS	572	664	400	800	50	-93.8%
4320 ELECTRICITY	4,051	3,288	4,200	2,500	3,200	28.0%
4330 CREDIT CARD FEES	953	708	675	675	675	0.0%
4400 RENTALS AND LEASES	2,572	2,742	2,575	2,575	1,000	-61.2%
4500 LIABILITY INSURANCE	4,000	3,161	3,500	3,500	3,500	0.0%
4610 BUILDING MAINTENANCE	1,691	987	2,500	2,500	15,100	504.0%
4620 EQUIPMENT MAINTENANCE	15,580	3,372	14,500	3,000	2,200	-26.7%
4630 VEHICLE MAINTENANCE	100	295	500	1,000	1,400	40.0%
4700 PRINTING AND BINDING	1,670	1,178	600	400	200	-50.0%
4800 ADVERTISING	-	-	150	150	200	33.3%
4900 LEGAL ADVERTISING	15,284	13,779	8,400	8,400	10,000	19.0%
5100 OFFICE SUPPLIES	618	679	500	500	500	0.0%
5110 CODE ENFORCEMENT	297	481	500	500	350	-30.0%
5120 DEMOLITION	-	-	-	-	5,000	0.0%
5210 GAS AND LUBRICANTS	1,588	1,946	1,300	1,300	1,200	-7.7%
5230 JANITORIAL SUPPLIES	249	389	200	300	200	-33.3%
5260 UNIFORMS	754	625	1,000	200	300	50.0%
5280 OPERATING SUPPLIES	1,906	1,876	1,500	1,500	1,500	0.0%
5400 MEMBR,SUBSCRIPT,DUES	506	1,462	650	900	1,000	11.1%
9900 REFUNDS	-	200	-	-	-	0.0%
Total	125,462	108,487	117,086	91,285	85,345	-6.5%
DEPARTMENT TOTAL	360,483	363,390	355,766	338,421	384,108	13.5%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *Public Safety*					
DEPARTMENT NAME/# Police: 001-07-521	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1100 EXECUTIVE SALARIES	223,446	231,967	226,190	189,243	166,362	-12.1%
1200 REGULAR SALARIES	1,344,997	1,274,509	1,307,904	1,240,385	1,250,089	0.8%
1220 CLERICAL SALARIES	134,592	126,749	141,903	166,392	142,479	-14.4%
1300 OTHER SALARIES & WAGES	22,532	22,433	22,532	22,532	22,532	0.0%
1310 HOLIDAY PAY	32,296	20,882	52,000	46,689	47,383	1.5%
1320 CONTRACTUAL WORKERS	24,548	4,813	34,040	-	-	0.0%
1400 OVERTIME	109,488	71,330	107,300	92,800	95,700	3.1%
1410 OVERTIME CLERICAL	1,015	-	500	583	500	-14.2%
2100 FICA TAX EXPENSE	136,672	127,112	142,162	136,925	131,966	-3.6%
2200 RETIREMENT-CLERICAL BENEFIT	23,630	21,196	23,091	26,449	44,026	66.5%
2201 PENSION-POLICE BENEFIT	299,777	247,847	267,556	230,819	246,481	6.8%
2230 STATE CONTRIB-POLICE	62,976	61,450	66,457	66,457	62,213	-6.4%
2300 HEALTH AND LIFE INSURANCE	295,116	253,519	303,176	237,276	212,394	-10.5%
2400 WORKERS COMP	78,014	36,078	59,130	50,033	43,664	-12.7%
2410 WORKERS COMP CLAIM	287	448	1,500	1,500	1,500	0.0%
2500 UNEMPLOYMENT COMP	1,240	323	500	-	-	0.0%
Total	2,790,625	2,500,656	2,755,941	2,508,083	2,467,289	-1.6%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	59,375	63,601	46,000	26,000	26,643	2.5%
3120 PHYSICALS	615	3,804	1,000	1,100	1,000	-9.1%
3500 CONFIDENTIAL INFORMANTS	3,000	3,500	3,500	8,500	8,500	0.0%
4020 SCHOOLING, CONFERENCE, ETC	46	670	-	370	300	-18.9%
4030 TRAINING & SCHOOLING	5,263	8,161	9,200	14,200	14,200	0.0%
4100 COMMUNICATIONS SERVICES	28,919	25,637	23,000	31,380	31,380	0.0%
4200 POSTAGE AND FREIGHT	316	2,322	2,300	2,300	1,300	-43.5%
4310 NATURAL GAS	895	1,028	700	700	700	0.0%
4320 ELECTRICITY	12,483	14,074	18,919	18,919	12,000	-36.6%
4380 ANIMAL CONTROL	2,811	4,067	3,200	4,200	5,000	19.0%
4390 K-9 CARE	1,427	3,887	1,000	1,000	1,000	0.0%
4400 RENTALS AND LEASES	14,079	10,473	12,783	12,783	12,783	0.0%
4450 VEHICLE LEASES	257,192	238,310	215,513	215,513	216,564	0.5%
4500 LIABILITY INSURANCE	75,829	68,707	75,000	75,000	75,000	0.0%
4510 INSURANCE CLAIMS	10,451	8,141	-	-	-	0.0%
4610 BUILDING MAINTENANCE	2,629	3,588	6,000	4,951	6,000	21.2%
4620 EQUIPMENT MAINTENANCE	9,267	10,997	10,000	10,000	10,000	0.0%
4630 VEHICLE MAINTENANCE	25,102	35,594	21,000	48,000	55,200	15.0%
4640 RADIO MAINTENANCE	1,229	1,061	2,000	2,000	2,000	0.0%
4680 RANGE MAINTENANCE	170	501	1,000	1,000	1,000	0.0%
4700 PRINTING AND BINDING	4,401	4,113	4,500	4,500	4,500	0.0%
4900 WEED & SEED DONATION EXPENSES	-	9,455	-	-	-	0.0%
4950 POLICE ATHLETIC LEAGUE	9,685	6,353	8,195	-	-	0.0%
4960 VOLUNTEER PROGRAM	305	-	-	-	-	0.0%
4980 GANG TASK FORCE EXPENSE	-	-	1,000	-	-	0.0%
5100 OFFICE SUPPLIES	1,951	1,793	4,000	4,000	2,000	-50.0%
5210 GAS AND LUBRICANTS	106,204	121,244	80,000	80,000	156,000	95.0%
5230 JANITORIAL SUPPLIES	1,639	1,666	2,500	2,500	2,500	0.0%
5260 UNIFORMS	11,860	14,699	15,300	16,850	16,850	0.0%
5280 OPERATING SUPPLIES	13,900	18,321	26,000	26,000	22,000	-15.4%
5281 SPECIAL POLICE TRUST EXPENSE	71,135	26,710	24,278	-	15,000	0.0%
5282 EVIDENCE FUND EXPENSE	-	-	-	-	-	0.0%
5283 CRIME PREVENTION-DRUG AWARE	451	-	-	-	-	0.0%
5284 VOCA-DONATIONS	113	90	-	-	-	0.0%
5300 PETTY CASH REIMBURSEMENT	134	79	300	300	300	0.0%
5400 MEMBR,SUBSCRIPT,DUES	1,886	2,514	2,000	2,000	1,394	-30.3%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *Public Safety*					
DEPARTMENT NAME/# Police: 001-07-521	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
4940 GUN SAFETY CLASS EXPENSE	-	627	-	-	-	0.0%
Total	734,762	715,787	620,188	614,066	701,114	14.2%
CAPITAL OUTLAY						
6400 CAPITAL OUTLAY	-	-	-	1,049	-	-100.0%
6401 VEHICLE PURCHASES	-	-	-	-	368,367	0.0%
Total	-	-	-	1,049	368,367	35016.0%
GRANTS & AIDS						
8310 JAG GRANT 2007DJBX0192	773	-	-	-	-	0.0%
8320 BULLET PROOF GRANT-50% CITY	-	-	3,000	5,013	2,500	-50.1%
8370 BULLET PROOF GRANT	3,249	554	3,000	5,013	2,500	-50.1%
8400 JAG-BYRNE 2008-PUT4Q9-003	-	1,530	-	-	-	0.0%
8410 WEED & SEED GRANT EXPENSE	126,492	19,710	36,760	-	-	0.0%
8430 BYRNE COUNTYWIDE-PUTN1W7033	97,342	-	-	-	-	0.0%
8440 JAG RECOVERY LOCAL 09SBB90645	42,916	29,605	60,130	22,000	-	-100.0%
8450 JAG 2009 2009DJBX0978	21,321	216	-	-	-	0.0%
8460 JAG 2010 2010DJBX1516	-	17,274	17,274	-	-	0.0%
8470 2011-JAGC-PUTN-3-B2-169	-	26,939	27,006	-	-	0.0%
8210 CONTRIBUTION TO PAL	-	-	-	-	-	0.0%
8480 JAG 2011 2011DJBX2106	-	-	-	14,118	-	-100.0%
8490 2012-JAGC-PUTN-1-C4-027	-	-	-	21,364	-	-100.0%
8500 2013 JAG Local	-	-	-	-	11,184	0.0%
8510 2013 JAG Countywide	-	-	-	-	16,031	0.0%
Total	292,092	95,828	147,170	67,508	32,215	-52.3%
DEBT SERVICE						
7101 PRINCIPAL-PROSPERITY POL VEH	23,967	14,383	14,164	-	-	0.0%
7102 PRINCIPAL-HANCOCK POL VEH	8,534	8,824	8,824	9,123	7,045	-22.8%
7201 INTEREST-PROSPERITY POL VEH	1,219	211	210	-	-	0.0%
7202 INTEREST-HANCOCK POL VEH	990	700	700	401	98	-75.6%
Total	34,711	24,118	23,898	9,524	7,143	-25.0%
DEPARTMENT TOTAL	3,852,190	3,336,390	3,547,197	3,200,230	3,576,128	11.7%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *Public Safety*					
DEPARTMENT NAME/# Fire: 001-08-522	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1100 EXECUTIVE SALARIES	189,408	156,770	159,538	157,635	159,077	0.9%
1200 REGULAR SALARIES	744,670	743,186	763,152	733,805	736,697	0.4%
1220 CLERICAL SALARIES	5,993	6,143	7,012	9,350	10,837	15.9%
1300 OTHER SALARIES & WAGES	5,737	6,834	4,000	8,000	2,000	-75.0%
1310 HOLIDAY PAY	30,952	19,588	29,850	29,947	30,065	0.4%
1400 OVERTIME	106,561	86,627	80,000	80,000	95,000	18.8%
2100 FICA TAX EXPENSE	78,481	73,566	79,856	79,379	78,000	-1.7%
2201 FIRE PENSION	154,452	192,070	223,707	194,959	214,179	9.9%
2230 STATE CONTRIB-FIRE	80,405	93,954	71,776	71,776	60,507	-15.7%
2300 HEALTH AND LIFE INSURANCE	150,655	144,265	145,928	118,227	111,370	-5.8%
2400 WORKERS COMP	42,905	24,529	40,000	40,000	28,591	-28.5%
2500 UNEMPLOYMENT COMP	-	7,150	-	-	-	0.0%
Total	1,590,218	1,554,682	1,604,819	1,523,078	1,526,323	0.2%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	441	1,151	1,500	1,500	1,500	0.0%
3120 PHYSICALS	2,825	6,252	3,000	3,000	3,500	16.7%
4020 SCHOOLING, CONFERENCE, ETC	7,262	5,868	8,000	8,000	6,000	-25.0%
4100 COMMUNICATION SERVICES	8,133	10,151	9,000	9,000	10,000	11.1%
4200 POSTAGE AND FREIGHT	531	593	500	500	500	0.0%
4310 NATURAL GAS	1,886	1,846	1,500	2,400	1,850	-22.9%
4320 ELECTRICITY	16,949	16,226	18,000	18,000	16,000	-11.1%
4400 RENTALS AND LEASES	2,044	1,704	2,200	2,200	2,000	-9.1%
4500 LIABILITY INSURANCE	30,048	28,062	30,000	30,000	30,000	0.0%
4610 BUILDING MAINTENANCE	5,731	4,682	6,000	6,000	6,000	0.0%
4620 EQUIPMENT MAINTENANCE	6,168	7,366	5,000	5,000	6,000	20.0%
4630 VEHICLE MAINTENANCE	21,665	32,616	27,511	30,000	30,000	0.0%
4640 RADIO MAINTENANCE	713	564	1,000	1,000	1,000	0.0%
4700 PRINTING AND BINDING	484	425	400	400	400	0.0%
5100 OFFICE SUPPLIES	612	1,373	1,000	1,000	1,500	50.0%
5140 FIRE CODE ENFORCEMENT	3,540	2,798	3,000	3,000	3,000	0.0%
5210 GAS AND LUBRICANTS	18,357	25,064	18,000	20,000	22,500	12.5%
5230 JANITORIAL SUPPLIES	4,344	3,851	4,000	4,000	4,000	0.0%
5250 SMALL TOOLS	734	805	1,000	1,000	1,000	0.0%
5260 UNIFORMS	12,304	9,370	10,000	20,000	10,000	-50.0%
5280 OPERATING SUPPLIES	19,562	17,835	18,000	18,000	18,000	0.0%
5290 FIRE PUB-ED EXPENSE	14,823	19,493	17,000	17,000	17,000	0.0%
5400 MEMBR, SUBSCRIPT, DUES	328	278	500	500	300	-40.0%
Total	179,485	198,373	186,111	201,500	192,050	-4.7%
CAPITAL OUTLAY						
6400 CAPITAL OUTLAY	1,039	-	-	-	-	0.0%
6420 FIRE GRANT	-	131,427	123,880	-	-	0.0%
Total	1,039	131,427	123,880	-	-	0.0%
DEBT SERVICE						
7101 SUTPHEN FIRE TRUCK	48,152	50,033	50,033	51,954	-	-100.0%
7201 SUTPHEN FIRE TRUCK	27,744	25,863	25,863	23,943	-	-100.0%
Total	75,896	75,896	75,896	75,897	-	-100.0%
DEPARTMENT TOTAL	1,846,639	1,960,377	1,990,706	1,800,475	1,718,373	-4.6%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *Transportation*					
DEPARTMENT NAME/# Streets: 001-09-541	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1200 REGULAR SALARIES	148,364	151,322	149,877	155,375	172,079	10.8%
1400 OVERTIME	10,008	9,528	10,000	10,000	10,000	0.0%
2100 FICA TAX EXPENSE	11,156	11,276	11,466	11,886	13,929	17.2%
2200 RETIREMENT EXPENSE	16,305	8,019	20,983	8,370	15,952	90.6%
2300 HEALTH AND LIFE INSURANCE	24,428	24,428	27,550	20,194	21,501	6.5%
2400 WORKERS COMP	5,750	8,293	13,522	13,522	10,621	-21.5%
Total	216,010	212,866	233,398	219,347	244,082	11.3%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	160	379	300	300	300	0.0%
3120 PHYSICALS	47	142	150	150	-	-100.0%
3410 DEPT OF CORR-PRISON CREW GUARD	56,467	56,467	-	-	-	0.0%
3440 TREE REMOVAL	1,300	2,100	2,500	2,500	2,500	0.0%
3460 RAILROAD SIGNAL MAINTENANCE	8,728	8,779	6,000	6,000	6,000	0.0%
4100 COMMUNICATIONS SERVICES	1,372	1,397	2,000	2,000	1,740	-13.0%
4310 NATURAL GAS	70	65	100	100	100	0.0%
4320 ELECTRICITY	168,099	163,663	179,686	179,686	164,442	-8.5%
4400 RENTALS & LEASES	350	1,805	500	500	500	0.0%
4500 LIABILITY INSURANCE	10,200	9,213	10,200	10,200	10,200	0.0%
4510 INSURANCE CLAIMS	243	2,326	-	-	-	0.0%
4610 BUILDING MAINTENANCE	1,769	365	500	500	500	0.0%
4620 EQUIPMENT MAINTENANCE	11,706	13,868	13,000	10,000	14,000	40.0%
4630 VEHICLE MAINTENANCE	10,543	12,595	10,000	8,000	11,000	37.5%
4640 RADIO MAINTENANCE	-	-	50	-	-	0.0%
4660 TRAFFIC LIGHT REPAIR	17,421	22,119	15,000	15,000	21,000	40.0%
5210 GAS AND LUBRICANTS	28,474	36,968	20,000	20,000	32,000	60.0%
5230 JANITORIAL SUPPLIES	-	28	-	-	-	0.0%
5250 SMALL TOOLS	13	90	100	-	-	0.0%
5260 UNIFORMS	1,546	1,620	1,800	1,800	2,200	22.2%
5280 OPERATING SUPPLIES	9,986	10,582	8,000	8,000	10,000	25.0%
5330 PAVING MATERIALS	19,046	16,086	20,000	17,000	15,000	-11.8%
5340 STREET SIGNS	1,005	-	2,000	2,000	2,000	0.0%
Total	348,546	360,658	291,886	283,736	293,482	3.4%
DEPARTMENT TOTAL	564,556	573,524	525,284	503,083	537,564	6.9%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *Human Services*					
DEPARTMENT NAME/# Cemetery: 001-14-569	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1200 REGULAR SALARIES	86,582	73,279	76,795	78,349	61,567	-21.4%
1400 OVERTIME	1,695	707	1,000	-	-	0.0%
2100 FICA TAX EXPENSE	6,619	5,583	5,951	5,994	4,710	-21.4%
2200 RETIREMENT EXPENSE	11,839	5,375	10,891	9,366	7,245	-22.6%
2300 HEALTH AND LIFE INSURANCE	4,957	2,295	3,708	3,230	746	-76.9%
2400 WORKERS COMP	2,427	4,184	6,830	6,830	5,672	-17.0%
Total	114,119	91,423	105,175	103,769	79,940	-23.0%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	105	439	200	200	200	0.0%
3120 PHYSICALS	-	-	-	100	-	-100.0%
3440 TREE REMOVAL	920	450	500	500	500	0.0%
4100 COMMUNICATIONS SERVICES	2,093	1,416	1,500	1,500	1,500	0.0%
4320 ELECTRICITY	4,685	5,767	5,000	6,000	4,500	-25.0%
4400 RENTALS AND LEASES	343	227	250	250	250	0.0%
4500 LIABILITY INSURANCE	2,781	2,512	2,781	2,781	2,781	0.0%
4610 BUILDING MAINTENANCE	2,609	1,052	1,500	1,000	1,000	0.0%
4620 EQUIPMENT MAINTENANCE	3,806	3,666	1,500	1,500	4,000	166.7%
4630 VEHICLE MAINTENANCE	1,050	1,512	900	500	2,000	300.0%
4640 RADIO MAINTENANCE	-	-	150	-	-	0.0%
5100 OFFICE SUPPLIES	419	826	-	500	500	0.0%
5210 GAS AND LUBRICANTS	4,223	6,137	2,800	5,000	5,000	0.0%
5220 MERCHANDISE FOR SALE	31,159	25,446	18,000	18,000	26,526	47.4%
5230 JANITORIAL SUPPLIES	2,534	3,188	1,500	1,500	3,000	100.0%
5250 SMALL TOOLS	221	-	-	-	-	0.0%
5260 UNIFORMS	1,146	1,359	1,500	1,500	1,500	0.0%
5270 CHEMICALS & FERTILIZER	6,166	8,203	5,000	5,000	5,000	0.0%
5280 OPERATING SUPPLIES	5,033	6,607	3,000	3,000	3,000	0.0%
5281 SPECIAL CEMETERY OPERATING	15,422	-	10,000	10,000	-	-100.0%
Total	84,715	68,807	56,081	58,831	61,257	4.1%
CAPITAL OUTLAY						
6400 CAPITAL OUTLAY	10,049	7,129	12,864	-	-	0.0%
Total	10,049	7,129	12,864	-	-	0.0%
DEPARTMENT TOTAL	208,883	167,359	174,120	162,600	141,197	-13.2%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *Culture/Recreation*					
DEPARTMENT NAME/# Cultural Services: 001-03-573	**ACTUAL 2010**	**ACTUAL 2011**	**BUDGET 2011**	**BUDGET 2012**	**BUDGET 2013**	**INCREASE/ DECREASE**
EXPENDITURE OBJECT #/NAME						
OPERATING EXPENSES						
3100 WATERWORKS-PROFESSIONAL SERVIC	-	-	-	-	-	0.0%
4600 TILGHMAN HOUSE	795	911	800	950	500	-47.4%
4610 WILLARD COOPER BUILDING	1,049	820	500	500	500	0.0%
4700 LARIMER ARTS CENTER	1,909	1,803	1,500	1,500	1,500	0.0%
4980 DEPOT-OPERATING	1,475	3,690	1,000	1,000	4,000	300.0%
5220 WATERWORKS-OPERATIONS	6,457	7,218	7,000	2,600	4,200	61.5%
4620 PUTNAM CO HIST SOCIETY MUSEUM	-	-	1,700	-	500	0.0%
Total	11,685	14,442	12,500	6,550	11,200	71.0%
DEPARTMENT TOTAL	11,685	14,442	12,500	6,550	11,200	71.0%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *Culture/Recreation*					
DEPARTMENT NAME/# Bronson House: 001-03-575	**ACTUAL 2010**	**ACTUAL 2011**	**BUDGET 2011**	**BUDGET 2012**	**BUDGET 2013**	**INCREASE/ DECREASE**
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1200 REGULAR SALARIES	25,041	25,041	25,041	26,004	26,293	1.1%
2100 FICA TAX EXPENSE	1,839	1,840	1,916	1,989	2,011	1.1%
2200 RETIREMENT EXPENSE	3,756	3,506	3,506	5,617	6,994	24.5%
2300 HEALTH AND LIFE INSURANCE	2,998	2,998	2,998	2,520	2,592	2.9%
2400 WORKERS COMP	-	-	-	-	769	0.0%
Total	33,634	33,385	33,461	36,130	38,659	7.0%
OPERATING EXPENSES						
3000 BRONSON HOUSE-OPERATING	13,943	18,189	16,000	18,000	18,000	0.0%
Total	13,943	18,189	16,000	18,000	18,000	0.0%
DEPARTMENT TOTAL	47,577	51,574	49,461	54,130	56,659	4.7%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *Culture/Recreation*					
DEPARTMENT NAME/# Parks and Recreation: 001-15-572	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1200 REGULAR SALARIES	194,943	159,962	164,469	159,204	159,209	0.0%
1400 OVERTIME	3,725	3,025	2,000	2,000	2,000	0.0%
2100 FICA TAX EXPENSE	14,495	11,877	12,735	12,179	12,179	0.0%
2200 RETIREMENT EXPENSE	23,858	13,179	23,306	19,876	22,135	11.4%
2300 HEALTH AND LIFE INSURANCE	27,052	24,044	23,990	19,841	20,919	5.4%
2400 WORKERS COMP	1,985	4,580	7,471	7,471	4,269	-42.9%
2500 UNEMPLOYMENT COMP	-	(48)	-	-	-	0.0%
Total	266,058	216,620	233,971	220,571	220,711	0.1%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	147	265	100	500	500	0.0%
3410 DEPT OF CORR-PRISON CREW GUARD	56,467	56,467	56,467	56,467	58,004	2.7%
4100 COMMUNICATIONS SERVICES	696	977	650	1,000	1,000	0.0%
4320 ELECTRICITY	10,777	8,856	10,000	10,000	7,700	-23.0%
4400 RENTALS AND LEASES	20	340	-	100	100	0.0%
4500 LIABILITY INSURANCE	3,157	2,981	3,300	3,300	3,300	0.0%
4510 LIABILITY CLAIMS	-	214	-	-	-	0.0%
4610 BUILDING MAINTENANCE	9,425	8,134	3,500	4,000	4,500	12.5%
4620 EQUIPMENT MAINTENANCE	6,689	7,557	2,500	2,500	4,000	60.0%
4630 VEHICLE MAINTENANCE	5,750	4,374	1,500	1,500	3,000	100.0%
4650 REID STREET ISLAND	-	271	-	1,000	1,000	0.0%
4680 DOWNTOWN LIGHTING	25,395	13,812	15,000	15,000	10,000	-33.3%
5100 OFFICE SUPPLIES	400	202	150	150	150	0.0%
5200 PLAYGROUNDS-OPERATIONS	9,301	11,903	5,000	5,000	5,000	0.0%
5210 GAS AND LUBRICANTS	11,471	15,517	7,800	10,000	15,000	50.0%
5230 JANITORIAL SUPPLIES	2,127	2,950	2,000	4,000	2,700	-32.5%
5250 SMALL TOOLS	161	92	-	100	100	0.0%
5260 UNIFORMS	2,256	1,642	2,500	2,500	2,500	0.0%
5270 CHEMICALS & FERTILIZER	9,670	6,454	8,000	6,000	14,000	133.3%
5280 OPERATING SUPPLIES	3,450	3,521	5,000	5,000	5,000	0.0%
Total	157,359	146,528	123,467	128,117	137,554	7.4%
CAPITAL OUTLAY						
6400 CAPITAL OUTLAY	-	-	2,193	-	-	0.0%
6401 100 BLOCK BUILDING MAINTENANCE	-	-	-	-	-	0.0%
6402 CITY HALL LANDSCAPING	-	-	-	-	-	0.0%
Total	-	-	2,193	-	-	0.0%
DEPARTMENT TOTAL	423,417	363,147	359,631	348,688	358,265	2.7%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *Culture/Recreation*					
DEPARTMENT NAME/# Price Martin Center: 001-26-579	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
OPERATING EXPENSES						
4100 COMMUNICATIONS SERVICES	216	206	550	500	250	-50.0%
4310 NATURAL GAS	683	338	700	700	700	0.0%
4320 ELECTRICITY	17,576	14,741	15,000	15,000	13,500	-10.0%
4500 LIABILITY INSURANCE	3,164	2,981	3,300	3,300	3,300	0.0%
4610 BUILDING MAINTENANCE	4,663	2,907	5,000	5,000	2,500	-50.0%
4620 EQUIPMENT MAINTENANCE	1,416	800	1,000	1,000	1,000	0.0%
4680 GROUNDS MAINTENANCE	295	434	500	500	500	0.0%
5230 JANITORIAL SUPPLIES	1,718	939	1,500	1,500	1,500	0.0%
5280 OPERATING SUPPLIES	31	83	500	500	500	0.0%
Total	29,762	23,428	28,050	28,000	23,750	-15.2%
CAPITAL OUTLAY						
6400 CAPITAL OUTLAY	-	-	1,000	-	-	0.0%
Total	-	-	1,000	-	-	0.0%
DEPARTMENT TOTAL	29,762	23,428	29,050	28,000	23,750	-15.2%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *General Government*					
DEPARTMENT NAME/# Better Place Plan: 001-18-519	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
OPERATING EXPENSES						
3100 ENGINEERING FEES	2,000	1,040	-	-	-	0.0%
3101 DEPT OF CORR-PRISON CREW	-	-	-	56,467	116,008	105.4%
Total	2,000	1,040	-	56,467	116,008	105.4%
CAPITAL OUTLAY						
6210 GENERAL ADMINISTRATION	6,270	-	-	-	-	0.0%
6220 BUILDING & ZONING	8,836	-	-	-	-	0.0%
6240 TILGHMAN HOUSE	50,360	-	-	-	-	0.0%
6250 LARIMER CENTER	84,952	-	-	-	-	0.0%
6260 PRICE MARTIN	55,014	68,163	-	-	-	0.0%
6290 OLD WATERWORKS	5,839	-	-	-	-	0.0%
6360 ST JOHNS AVE DRAINAGE	108,925	-	-	-	-	0.0%
6380 RIVER ST STORMWATER PROJECT	314,139	-	-	-	-	0.0%
6390 CITY DOCK IMPROVEMENTS	7,792	8,706	-	-	-	0.0%
6440 STREET	87,796	76,221	354,849	185,056	48,000	-74.1%
6700 POLICE	-	5,000	-	-	-	0.0%
6450 GP PROJECT	-	-	-	-	-	0.0%
Total	729,923	158,090	354,849	185,056	48,000	-74.1%
DEBT SERVICE						
7101 PRINCIPAL-STREET IMPRV LOAN	40,114	-	-	-	-	0.0%
7103 PRINCIPAL-FRANK GEORGE INFRASTRUC	266,667	266,667	266,667	266,667	266,667	0.0%
7104 PRINCIPAL-SUTPHEN FIRE TRUCK	-	-	-	-	54,048	0.0%
7201 INTEREST-STREET IMPRV LOAN	803	-	-	-	-	0.0%
7203 INTEREST-FRANK GEORGE INFRASTRUCT	152,240	138,400	138,400	124,560	110,720	-11.1%
7204 INTEREST-SUTPHEN FIRE TRUCK	-	-	-	-	21,848	0.0%
Total	459,823	405,067	405,067	391,227	453,283	15.9%
GRANT MATCHES						
6320 RIVERFRONT/PIER IMP GRANT	232,522	28,650	-	-	-	0.0%
6340 TEMPORARY DOCKING	-	38,695	-	-	-	0.0%
6350 RIVERBOAT REFURBISHEMENT-100%	-	250,000	-	-	-	0.0%
8100 URBAN FORESTRY 2010 GRANT	-	20,721	-	-	-	0.0%
8110 ST JOHNS & 15TH ST DRAINAGE	-	25,500	-	-	-	0.0%
8120 ST JOHNS & 7TH & OAK ST DRAINA	-	25,170	-	-	-	0.0%
8130 CRILL AND MOSELEY DRAINAGE	-	205,601	165,013	-	-	0.0%
8910 DOWNTOWN PARKING/STREETSCAPE C	-	274,357	-	-	-	0.0%
8920 PRICE MARTIN RESTROOM USDA GRA	-	-	-	-	-	0.0%
8921 FIRE TRUCK USDA	-	-	-	-	310,622	0.0%
Total	232,522	868,694	165,013	-	310,622	0.0%
DEPARTMENT TOTAL	1,424,269	1,432,891	924,929	632,750	927,913	46.6%
TOTAL EXPENDITURES	9,690,205	9,305,767	8,918,919	7,989,872	8,792,268	10.0%

General Fund

FUND TITLE/FUND # *General Fund: 001*	EXPENDITURES BY FUNCTION *General Government*					
	TRANSFERS OUT					
DEPARTMENT NAME/# Transfers: 001-81-581	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
TRANSFERS						
9120 TRANSFER TO GOLF	-	-	46,790	150,000	-	-100.0%
9130 TRANSFER TO TIF	-	-	-	228,175	198,270	-13.1%
9140 TRANSFER TO GOLF FUND-BETTER PLACE	-	-	-	-	181,890	0.0%
9150 TRANSFER TO AIRPORT FUND-BETTER PL	-	-	-	-	-	0.0%
DEPARTMENT TOTAL	-	-	46,790	378,175	380,160	0.5%
DEPARTMENT NAME/# Contingencies: 001-82-581	**CONTINGENCIES**					
EXPENDITURE OBJECT #/NAME						
CONTINGENCIES						
9900 GENERAL CONTINGENCY	-	-	317,977	-	100,000	0.0%
9901 CONTINGENCY FOR GOLF COURSE FUND	279,972	452,588	22,249	113,769	164,268	44.4%
9902 HEALTH INSURANCE CONTINGENCY	-	-	-	-	59,822	0.0%
DEPARTMENT TOTAL	279,972	452,588	340,226	113,769	324,090	184.9%
DEPARTMENT NAME/# Reserves: 001-83-581	**RESERVES**					
EXPENDITURE OBJECT #/NAME						
RESERVES						
9900 OPERATING CASH RESERVE	560,811	819,170	-	-	511,524	0.0%
9901 EVIDENCE FUND RESERVE	730	730	-	-	22,682	0.0%
9902 LOT DEMOLITION/CLEANUP RESERVE	-	1,762	-	-	19,265	0.0%
9903 IMPACT FEES-POLICE RESERVE	9,644	9,644	-	-	9,644	0.0%
9904 IMPACT FEES-FIRE RESERVE	5,841	5,841	-	-	-	0.0%
9905 IMPACT FEES-SCHOOL BOARD RESERVE	4,260	4,260	-	-	4,260	0.0%
9906 INSURANCE RESERVE	-	47,915	-	-	-	0.0%
9907 BETTER PLACE RESERVE	75,975	29,596	-	-	288,428	0.0%
9908 RIVERFRONT PLAYGROUND RESERVE	-	5,000	-	-	5,000	0.0%
9909 SPECIAL CEMETERY RESERVE	28,103	58,628	-	-	118,828	0.0%
9910 SPECIAL POLICE RESERVE	56,880	54,448	-	-	45,771	0.0%
9911 CANINE PURCHASE RESERVE	3,053	3,053	-	-	3,053	0.0%
9912 HAND GUN CLASSES RESERVE	-	143	-	-	72	0.0%
9913 FIRE PUBLIC EDUCATION RESERVE	11,449	9,517	-	-	11,339	0.0%
9914 POLICE ATHLETIC LEAGUE RESERVE	26,302	28,790	-	-	-	0.0%
9915 CRIME PREVENTION RESERVE	1,259	1,259	-	-	1,259	0.0%
9916 WEED & SEED RESERVE	44,917	40,463	-	-	-	0.0%
9917 BLOOD SCREENING RESERVE	-	-	-	-	1,260	0.0%
9918 WOMENS SELF-DEFENSE CLASS RESERVE	-	386	-	-	386	0.0%
9919 RED LIGHT CAMERA REVENUE RESERVE	-	-	-	-	195,695	0.0%
DEPARTMENT TOTAL	829,224	1,120,605	-	-	1,238,466	0.0%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	10,799,401	10,878,960	9,305,935	8,481,816	10,734,984	26.6%

Airport Fund

FUND TITLE/FUND # *Airport Fund: 005*	SOURCES *Airport Fund Revenues & Cash Balances*					
REVENUE OBJECT #/TITLE	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
FEDERAL GRANTS						
389-2-3000 FAA MASTER PLAN 16-2008	32,788	4,120	4,120	-	-	0.0%
389-2-6000 FAA TAXIWAY B REHAB 17-2008	63,965	9,272	9,272	-	-	0.0%
389-2-7000 FAA RUNWAY 17/35 18-2009	338,109	21,008	-	-	-	0.0%
389-2-7500 FAA TWB DRAIN-REHAB 19-2009	84,146	-	-	-	-	0.0%
389-2-8000 FAA TWB DRAIN-REHAB 20-2010	19,000	724,815	724,815	-	-	0.0%
389-2-8100 FAA RUNWAY 9/27 21-2011	-	548,684	-	-	-	0.0%
389-2-8101 FAA TAXIWAY C REHAB	-	-	-	-	1,317,066	0.0%
Total	538,008	1,307,899	738,207	-	1,317,066	0.0%
STATE GRANTS						
389-3-2800 DRAINAGE-FDOT GRANT AP029	10,825	-	-	-	-	0.0%
389-3-7500 FDOT MASTER PLAN APD49	1,108	139	139	-	-	0.0%
389-3-8000 BEACON GRANT	684	684	-	-	684	0.0%
389-3-8200 FDOT TWB DRAIN-REHAB APS00	3,625	-	-	-	-	0.0%
389-3-8300 FDOT AQ428 TW B/DRAINAGE REHAB	-	19,227	19,227	-	-	0.0%
389-3-8400 FDOT GRANT AQ825	-	8,478	-	-	-	0.0%
389-3-8500 FDOT GRANT AQ799	-	14,439	-	-	-	0.0%
389-3-8600 FDOT GRANT AQ418	-	15,137	-	-	-	0.0%
389-3-8700 FDOT GRANT AQ837	-	6,111	-	-	159,421	0.0%
389-3-8800 FDOT GRANT AQ838	-	-	-	-	-	0.0%
389-3-8900 FDOT GRANT AQG14	-	-	-	-	-	0.0%
389-3-8901 FDOT GRANT-TAXIWAY C REHAB	-	-	-	-	73,170	0.0%
389-3-8902 FDOT GRANT-SOUTH AIRPORT DRAINAGE	-	-	-	-	266,829	0.0%
Total	16,242	64,215	19,366	-	500,104	0.0%
TOTAL GRANTS	554,249	1,372,114	757,573	-	1,817,170	0.0%
OPERATING REVENUES						
344-1-1010 100 LL AVIATION FUEL	370,938	486,514	316,072	388,356	432,000	11.2%
344-1-1020 JET A AVIATION FUEL	115,680	161,980	108,486	155,584	182,000	17.0%
344-1-1030 DONATIONS-FLY-IN EVENT	-	-	305	25	2,000	7900.0%
344-1-1200 TIE DOWN FEES/VEHICLE PARKING	3,172	3,355	3,000	3,000	3,000	0.0%
344-1-1400 VENDING	1,446	2,649	1,200	1,500	1,500	0.0%
344-1-1700 AVIATION LUBRICANTS	2,975	2,812	2,000	2,000	2,000	0.0%
344-1-1800 MERCHANDISE SALES	4,476	4,028	5,400	5,400	2,400	-55.6%
362-0-1000 HANGAR RENTALS	197,685	219,334	238,754	238,929	238,929	0.0%
362-0-2000 LAND LEASE	4,212	3,240	3,888	3,888	3,888	0.0%
362-0-3000 BUILDING RENTAL	3,615	10,570	15,620	12,000	7,200	-40.0%
362-0-4000 OFFICE RENTAL	-	-	-	-	9,000	0.0%
Total	704,199	894,483	694,725	810,682	883,917	9.0%
OTHER REVENUES						
365-0-1000 SALE OF SURPLUS MATERIAL-TAXIWAY C	-	-	-	65,000	50,000	-23.1%
365-0-1001 SALE OF SURPLUS LAND	-	-	-	-	60,000	0.0%
365-0-1002 SALE OF SURPLUS MATERIAL-OTHER	-	-	-	-	150,000	0.0%
369-9-1000 MISCELLANEOUS REVENUES	21,762	11,591	3,000	3,000	3,000	0.0%
369-9-2000 REFUNDS/REIMBURSEMENTS	3,974	11,690	-	-	-	0.0%
369-9-3000 LATE FEES	552	910	400	400	-	-100.0%
Total	26,288	24,191	3,400	68,400	263,000	284.5%
TRANSFERS						
381-0-0000 TRANSFER FROM GENERAL	-	-	22,249	113,769	-	-100.0%
381-0-1000 TRANSFER FROM BETTER PLACE	-	-	-	-	-	0.0%
Total	-	-	22,249	113,769	-	-100.0%
TOTAL REVENUES	1,284,736	2,290,787	1,477,947	992,851	2,964,087	198.5%

Airport Fund

FUND TITLE/FUND # *Airport Fund: 005*	SOURCES *Airport Fund Revenues & Cash Balances*					
REVENUE OBJECT #/TITLE	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
CASH BALANCE FORWARD						
301-0-0001 CASH BALANCE FORWARD	-	73,222	-	-	-	0.0%
302-0-0000 SURPLUS LAND BALANCE FORWARD	149,510	149,510	149,510	-	20,925	0.0%
Total	149,510	222,732	149,510	-	20,925	0.0%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	1,434,246	2,513,520	1,627,457	992,851	2,985,012	200.7%

Airport Fund

FUND TITLE/FUND # *Airport Fund: 005*	EXPENDITURES BY FUNCTION *Enterprise*					
DEPARTMENT NAME/# Airport: 005-05-542	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1200 REGULAR SALARIES	108,689	105,266	108,689	109,034	100,377	-7.9%
1400 OVERTIME	4,683	3,272	5,000	4,500	-	-100.0%
2100 FICA TAX EXPENSE	8,565	8,238	8,697	8,686	7,679	-11.6%
2200 RETIREMENT EXPENSE	17,006	14,411	15,916	24,523	21,497	-12.3%
2300 HEALTH AND LIFE INSURANCE	4,717	2,572	3,472	3,472	400	-88.5%
2400 WORKERS COMP	1,441	3,226	5,250	5,250	3,877	-26.2%
2500 UNEMPLOYMENT COMP	5,500	4,125	-	-	-	0.0%
Total	150,601	141,110	147,024	155,465	133,830	-13.9%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	1,063	1,762	500	500	1,500	200.0%
3120 PHYSICALS	-	-	90	90	180	100.0%
3200 ACCOUNTING AND AUDITING	1,175	1,175	1,175	1,175	1,175	0.0%
4020 SCHOOLING, CONFERENCE, ETC	515	94	100	500	500	0.0%
4100 COMMUNICATIONS SERVICES	4,114	5,018	4,000	4,300	4,500	4.7%
4200 POSTAGE AND FREIGHT	127	23	100	100	100	0.0%
4310 NATURAL GAS	525	487	445	600	300	-50.0%
4320 ELECTRICITY	12,124	11,553	14,000	13,000	12,000	-7.7%
4330 UTILITIES-WATER	1,288	2,504	550	2,300	2,800	21.7%
4340 CREDIT CARD FEES	16,897	22,104	14,000	17,000	19,000	11.8%
4400 RENTALS AND LEASES	1,509	4,177	2,000	2,000	4,800	140.0%
4500 LIABILITY INSURANCE	15,809	15,645	16,800	16,800	13,174	-21.6%
4610 BUILDING/HANGAR MAINTENANCE	7,318	7,377	10,000	10,000	10,000	0.0%
4620 EQUIPMENT/FIELD MAINTENANCE	8,563	8,838	8,000	8,000	8,000	0.0%
4630 VEHICLE MAINTENANCE	188	845	800	700	1,300	85.7%
4640 RADIO MAINTENANCE	-	-	300	100	300	200.0%
4680 GROUNDS LANDSCAPING	45,000	45,378	45,000	45,000	48,000	6.7%
4700 PRINTING AND BINDING	93	31	300	100	100	0.0%
4800 ADVERTISING	2,504	1,334	2,000	2,000	4,000	100.0%
4920 LAND TAX	2,683	2,853	2,750	2,750	2,750	0.0%
5100 OFFICE SUPPLIES	324	746	300	300	350	16.7%
5170 100LL FUEL	349,025	411,239	284,750	362,950	381,097	5.0%
5180 JET A FUEL	80,926	147,141	80,360	119,680	125,664	5.0%
5190 LOSS ON FUEL	1,186	-	200	200	-	-100.0%
5200 FLY-IN EVENT-DONATIONS	-	487	350	25	-	-100.0%
5210 GAS AND LUBRICANTS	927	2,511	800	800	850	6.3%
5220 GENERAL MERCHANDISE	7,335	5,479	5,000	5,000	1,600	-68.0%
5230 JANITORIAL SUPPLIES	548	383	500	500	500	0.0%
5260 UNIFORMS	469	1,211	600	600	600	0.0%
5280 OPERATING SUPPLIES	1,995	4,158	2,500	2,500	5,250	110.0%
5400 MEMBR,SUBSCRIPT,DUES	392	446	200	200	200	0.0%
Total	564,623	704,997	498,470	619,770	650,590	5.0%
CAPITAL OUTLAY						
6210 EQUIPMENT BLDG-FUEL FARM UPGRA	-	8,478	-	-	-	0.0%
6220 TERMINAL BUILDING	10,013	-	-	-	-	0.0%
6250 TWB DRAIN-DESIGN 19-2009 APS00	86,575	-	-	-	-	0.0%
6260 TWB DRAINAGE 20-2010	20,000	769,069	744,042	-	-	0.0%
6310 TAXIWAY B REHAB	67,331	-	9,272	-	-	0.0%
6320 RUNWAY 17-35 PAVEMENT REHAB	377,886	-	-	-	-	0.0%
6360 MASTER PLAN UPDATE	44,307	5,568	4,259	-	-	0.0%
6400 CAPITAL OUTLAY	-	3,593	-	-	-	0.0%
6215 BUILDING B-2 AQ837	-	-	-	-	159,421	0.0%
6270 REDI-SECURITY UPGRADES AQ418	-	15,137	-	-	-	0.0%
6280 RUNWAY 9-27 FDOT-AQ799 FAA-21	-	577,562	-	-	-	0.0%
6285 MAIN ACCESS ROAD REHAB AQ614	-	9,760	-	-	-	0.0%

Airport Fund

FUND TITLE/FUND # *Airport Fund: 005*	EXPENDITURES BY FUNCTION *Enterprise*					
DEPARTMENT NAME/# Airport: 005-05-542	**ACTUAL 2010**	**ACTUAL 2011**	**BUDGET 2011**	**BUDGET 2012**	**BUDGET 2013**	**INCREASE/ DECREASE**
6290 SECURITY SYSTEM AQ838	-	-	-	-	-	0.0%
6291 TAXIWAY C REHAB	-	-	-	-	1,449,157	0.0%
6292 SOUTH AIRPORT DRAINAGE	-	-	-	-	333,537	0.0%
Total	606,112	1,389,167	757,573	-	1,942,115	0.0%
DEBT SERVICE						
7110 PRINCIPAL-LOAN #307 TERMINAL	83,333	83,333	83,334	83,334	83,333	0.0%
7120 PRINCIPAL-THANGAR #315	50,000	50,000	50,000	50,000	50,000	0.0%
7210 INTEREST-LOAN #307 TERMINAL	51,928	48,219	48,219	44,632	40,801	-8.6%
7220 INTEREST-T HANGAR #315	46,175	42,837	42,837	39,650	36,247	-8.6%
Total	231,436	224,389	224,390	217,616	210,381	-3.3%
TOTAL EXPENDITURES	1,552,773	2,459,663	1,627,457	992,851	2,936,916	195.8%
TRANSFERS, CONTINGENCIES, RESERVES						
9100 REIMB GENERAL FUND-ADMIN EXP	-	-	-	-	15,000	0.0%
9900 CONTINGENCY/RESERVE	(118,527)	53,857	-	-	33,096	0.0%
Total	(118,527)	53,857	-	-	48,096	0.0%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	1,434,246	2,513,520	1,627,457	992,851	2,985,012	200.7%

Water Fund

FUND TITLE/FUND # *Water Fund: 041*	SOURCES *Water Fund Revenues & Cash Balances*					
REVENUE OBJECT #/TITLE	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
GRANTS						
389-2-3000 DEP DW5419 010 GRANT	1,183,669	-	-	-	-	0.0%
389-2-2000 ENERGY GRANT ARS027	-	61,925	-	-	-	0.0%
389-3-2000 REUSE GRANT-W/W LP6771	429,007	-	-	-	-	0.0%
389-4-1200 SJRWMD GRANT (REUSE)	246,797	847,722	499,953	-	-	0.0%
Total	1,859,472	909,647	499,953	-	-	0.0%
CHARGES FOR SERVICES						
343-6-1000 WATER SALES	1,365,502	1,422,086	1,358,903	1,548,243	1,983,000	28.1%
343-6-1010 WATER TAPS & RENEWALS	11,445	17,720	9,420	9,420	11,658	23.8%
343-6-1020 SERVICE CHARGES	4,640	5,284	4,578	3,286	3,984	21.2%
343-6-1030 SERVICE CHARGES (CASH)	19,145	10,894	18,696	13,911	18,680	34.3%
343-6-1040 PENALTIES	48,978	53,836	49,116	54,528	50,500	-7.4%
343-6-1060 WATER REPLACEMENT FEES	274,053	284,366	272,758	309,649	-	-100.0%
343-6-3000 SEWER SERVICE REVENUE	1,505,585	1,493,673	1,506,103	1,480,030	1,845,000	24.7%
343-6-3010 SEWER TAPS/RENEWALS	5,650	10,730	5,670	6,000	5,050	-15.8%
343-6-3020 MISC SEWER CHARGES (CASH)	68,330	52,289	71,549	65,696	57,756	-12.1%
343-6-3030 SEWER REPLACEMENT FEES	356,989	326,094	356,641	339,047	-	-100.0%
343-6-4000 WPCA FEES	9,636	29,931	9,032	15,000	12,882	-14.1%
343-6-4010 WPCA FEES (BILLED)	-	289	-	-	-	0.0%
343-6-5000 SPEA FEES-NEW CONSTRUCTION	26,663	87,735	33,562	35,000	35,461	1.3%
343-6-6000 ONE TIME LINE CHARGES	955	3,872	-	-	3,000	0.0%
343-6-1015 WATER TAPS & RENEWALS (REUSE)	-	1,085	-	-	-	0.0%
Total	3,697,571	3,799,885	3,696,028	3,879,810	4,026,971	3.8%
OTHER REVENUES						
361-1-2000 INTEREST-DEBT RESERVE	534	-	600	-	-	0.0%
361-1-3000 INTEREST-RATE STABILIZATION	120	27	120	-	-	0.0%
361-1-4000 INTEREST-2004 CLEAN WATER SRF	12	8	-	-	-	0.0%
361-1-5000 INTEREST-FL RURAL UTILITY	188,279	-	-	-	-	0.0%
361-1-6000 INTEREST-SERIES 2010A SINKING	-	43	-	-	-	0.0%
361-1-6100 INTEREST-SERIES 2010A ESCROW A	-	352	-	-	-	0.0%
361-1-6200 INTEREST-SERIES 2010A COST OF	-	9	-	-	-	0.0%
361-1-6300 INTEREST-SERIES 2010A REVENUE	-	7	-	-	-	0.0%
362-0-1000 COMMUNICATION TOWER LEASE	83,021	78,322	75,766	93,693	82,162	-12.3%
364-0-4900 SURPLUS EQUIPMENT-WATER	654	-	-	-	-	0.0%
369-9-1000 OTHER REVENUE	2,163	1,572	450	450	900	100.0%
369-9-2000 REFUNDS/REIMBURSEMENTS	58,366	44	50	36,000	300	-99.2%
369-9-3000 INSURANCE CLAIMS-WATER	-	8,758	-	-	-	0.0%
384-0-1000 LOAN PROCEEDS	10,218,818	905,806	905,806	-	-	0.0%
Total	10,551,966	994,946	982,792	130,143	83,362	-35.9%
TOTAL OPERATING REVENUES	16,109,009	5,704,478	5,178,773	4,009,953	4,110,333	2.5%
TRANSFERS IN						
381-0-2000 TRANSFER FROM GAS AUTHORITY	138,018	112,892	100,000	100,000	100,000	0.0%
381-0-4000 TRANSFER FROM ECON DEV	978,896	-	-	-	-	0.0%
381-0-5000 TRANSFER FROM CDBG-FUND 50	-	-	-	-	-	0.0%
Total	1,116,914	112,892	100,000	100,000	100,000	0.0%
CASH BALANCE FORWARD						
301-0-0100 CASH BALANCE FOWARD	1,225,280	-	-	-	428,853	0.0%
301-1-0000 WATER R & R	51,439	-	-	-	-	0.0%
301-1-0400 PLANT REPLACEMENT FUND	1,506,603	97,694	-	-	-	0.0%
301-1-7000 FRUFC REBATE-CAP PROJECTS ONLY	-	46,273	-	-	8,095	0.0%
301-0-4000 RATE STABILIZATION ACCOUNT	119,453	119,573	-	-	-	0.0%
Total	2,902,776	263,540	-	-	436,948	0.0%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	20,128,699	6,080,909	5,278,773	4,109,953	4,647,281	13.1%

Water Fund

FUND TITLE/FUND # *Water Fund: 041*	EXPENDITURES BY FUNCTION *Enterprise*					
DEPARTMENT NAME/# Water Plant: 041-11-533	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1200 REGULAR SALARIES	269,560	273,325	270,176	278,309	286,629	3.0%
1310 HOLIDAY PAY	5,606	4,668	6,500	6,500	5,500	-15.4%
1400 OVERTIME	27,870	31,118	15,000	21,934	31,000	41.3%
2100 FICA TAX EXPENSE	22,119	22,611	23,078	23,466	24,102	2.7%
2200 RETIREMENT EXPENSE	34,851	33,292	34,012	53,290	69,959	31.3%
2300 HEALTH AND LIFE INSURANCE	40,683	40,106	42,622	32,752	34,510	5.4%
2400 WORKERS COMP	3,750	8,536	13,914	13,914	8,483	-39.0%
Total	404,439	413,656	405,302	430,165	460,183	7.0%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	34,130	41,689	38,735	39,684	39,684	0.0%
3120 PHYSICALS	185	-	85	85	85	0.0%
3460 RAILROAD CROSSING MAINTENANCE	126	-	-	-	-	0.0%
4020 SCHOOLING, CONFERENCE, ETC	491	787	550	550	550	0.0%
4100 COMMUNICATIONS SERVICES	2,591	2,946	2,500	2,500	3,000	20.0%
4200 POSTAGE AND FREIGHT	68	200	200	200	200	0.0%
4320 ELECTRICITY	165,224	169,066	200,000	200,000	150,000	-25.0%
4500 LIABILITY INSURANCE	12,000	11,364	12,000	12,000	12,000	0.0%
4610 BUILDING MAINTENANCE	4,471	2,180	500	500	1,500	200.0%
4620 EQUIPMENT MAINTENANCE	20,706	20,764	10,000	10,000	35,000	250.0%
4630 VEHICLE MAINTENANCE	153	-	600	600	600	0.0%
5100 OFFICE SUPPLIES	281	198	500	500	600	20.0%
5210 GAS AND LUBRICANTS	1,860	1,862	2,500	2,500	2,500	0.0%
5230 JANITORIAL SUPPLIES	637	670	450	450	1,000	122.2%
5250 SMALL TOOLS	-	-	50	50	50	0.0%
5260 UNIFORMS	1,010	1,161	1,100	1,100	1,400	27.3%
5270 CHEMICALS AND FERTILIZERS	285,914	287,613	250,000	250,000	325,000	30.0%
5280 OPERATING SUPPLIES	2,999	4,206	2,000	2,000	3,500	75.0%
5400 MEMBR,SUBSCRIPT,DUES	375	395	375	375	500	33.3%
Total	533,222	545,100	522,145	523,094	577,169	10.3%
CAPITAL OUTLAY						
6370 WATER TREATMENT PLANT UPGRADE	434,373	-	-	-	-	0.0%
6400 CAPTIAL OUTLAY	-	10,731	-	-	3,000	0.0%
6450 CAPITAL IMPROVEMENTS	18,495	-	-	-	-	0.0%
6380 WELL UPGRADES	-	-	-	-	66,000	0.0%
Total	452,868	10,731	-	-	69,000	0.0%
DEPARTMENT TOTAL	1,390,529	969,488	927,447	953,259	1,106,352	16.1%

Water Fund

FUND TITLE/FUND # *Water Fund: 041*	EXPENDITURES BY FUNCTION *Enterprise*					
DEPARTMENT NAME/# Sewer Plant: 041-12-535	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1200 REGULAR SALARIES	358,403	379,304	352,277	367,545	338,253	-8.0%
1310 HOLIDAY PAY	6,823	5,110	7,000	7,000	7,000	0.0%
1400 OVERTIME	27,446	11,041	15,000	15,000	15,000	0.0%
2100 FICA TAX EXPENSE	28,550	28,427	29,015	28,117	27,559	-2.0%
2200 RETIREMENT EXPENSE	40,221	38,666	37,177	54,679	81,814	49.6%
2300 HEALTH AND LIFE INSURANCE	55,694	62,381	54,134	52,384	49,882	-4.8%
2400 WORKERS COMP	6,853	11,580	18,844	18,844	7,567	-59.8%
2410 WORKERS COMP CLAIM	111	-	-	-	-	0.0%
Total	524,102	536,509	513,447	543,569	527,075	-3.0%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	7,466	9,205	8,000	25,000	12,000	-52.0%
3110 LAB/TESTING	25,868	39,012	35,000	41,000	35,000	-14.6%
3120 PHYSICALS	455	644	250	250	300	20.0%
3460 RAILROAD CROSSING MAINTENANCE	519	650	-	-	-	0.0%
4020 SCHOOLING, CONFERENCE, ETC	-	2,291	1,000	1,500	1,500	0.0%
4100 COMMUNICATIONS SERVICES	9,134	10,440	7,000	7,000	3,000	-57.1%
4200 POSTAGE AND FREIGHT	299	940	700	700	1,000	42.9%
4310 NATURAL GAS	4,277	2,435	4,000	6,000	19,800	230.0%
4320 ELECTRICITY	163,118	165,355	180,000	190,000	156,000	-17.9%
4400 RENTALS AND LEASES	18,263	18,195	16,000	16,000	17,000	6.3%
4500 LIABILITY INSURANCE	6,500	6,847	7,000	7,000	7,000	0.0%
4610 BUILDING MAINTENANCE	412	1,954	1,000	1,000	1,100	10.0%
4620 EQUIPMENT MAINTENANCE	34,607	41,056	35,000	35,000	40,000	14.3%
4630 VEHICLE MAINTENANCE	2,345	2,207	1,000	2,000	2,200	10.0%
5100 OFFICE SUPPLIES	42	1,147	750	1,000	1,500	50.0%
5210 GAS AND LUBRICANTS	7,782	10,233	6,000	8,000	9,500	18.8%
5230 JANITORIAL SUPPLIES	443	483	500	1,000	500	-50.0%
5250 SMALL TOOLS	30	-	-	-	-	0.0%
5260 UNIFORMS	3,451	4,157	3,500	3,500	4,000	14.3%
5270 CHEMICALS	39,467	26,955	42,000	41,000	42,000	2.4%
5280 OPERATING SUPPLIES	8,524	7,515	5,000	8,000	8,000	0.0%
5400 MEMBR,SUBSCRIPT,DUES	92	94	-	-	-	0.0%
Total	333,093	351,814	353,700	394,950	361,400	-8.5%
CAPITAL OUTLAY						
6350 REUSE W/W TREATMENT GRANT	574,120	847,722	499,953	-	-	0.0%
6390 WET WELL REPAIR	6,200	-	-	-	-	0.0%
6400 CAPTIAL OUTLAY	46,239	21,883	-	-	-	0.0%
6340 ENERGY GRANT	-	61,925	-	-	-	0.0%
6360 CDBG-JAMES A LONG PROJECT	-	-	-	36,000	-	-100.0%
Total	626,559	931,530	499,953	36,000	-	-100.0%
DEPARTMENT TOTAL	1,483,754	1,819,853	1,367,100	974,519	888,475	-8.8%

Water Fund

FUND TITLE/FUND # *Water Fund: 041*	EXPENDITURES BY FUNCTION *Enterprise*					
DEPARTMENT NAME/# Water & Sewer Dist.: 041-13-536	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1100 EXECUTIVE SALARIES	52,095	54,547	54,547	54,547	54,547	0.0%
1200 REGULAR SALARIES	398,089	372,068	359,656	377,634	381,242	1.0%
1400 OVERTIME	75,425	58,162	40,000	40,000	45,000	12.5%
2100 FICA TAX EXPENSE	37,599	34,465	31,687	36,122	36,398	0.8%
2200 RETIREMENT EXPENSE	64,786	61,579	57,988	92,902	116,909	25.8%
2300 HEALTH AND LIFE INSURANCE	97,769	88,772	85,672	74,505	63,537	-14.7%
2400 WORKERS COMP	8,177	13,482	21,990	21,990	12,612	-42.6%
2410 WORKERS COMP CLAIM	-	157	-	-	-	0.0%
2500 UNEMPLOYMENT COMP	13,872	3,757	200	200	-	-100.0%
Total	747,811	686,987	651,740	697,900	710,245	1.8%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	5,861	6,656	5,860	5,860	5,660	-3.4%
3120 PHYSICALS	535	236	150	150	150	0.0%
4020 SCHOOLING, CONFERENCE, ETC	2,364	2,040	200	200	2,400	1100.0%
4100 COMMUNICATIONS SERVICES	2,321	2,546	2,700	2,700	2,700	0.0%
4200 POSTAGE AND FREIGHT	189	20	20	20	20	0.0%
4310 NATURAL GAS	295	326	360	360	360	0.0%
4320 ELECTRICITY	2,200	2,821	2,250	2,250	2,250	0.0%
4400 RENTALS AND LEASES	350	328	450	450	350	-22.2%
4500 LIABILITY INSURANCE	12,302	11,112	12,302	12,302	12,302	0.0%
4510 INSURANCE CLAIMS	5,082	889	500	500	500	0.0%
4610 BUILDING MAINTENANCE	1,239	388	350	350	350	0.0%
4620 EQUIPMENT MAINTENANCE	9,506	17,934	7,000	7,000	11,500	64.3%
4630 VEHICLE MAINTENANCE	8,774	13,299	8,000	8,000	11,400	42.5%
4640 RADIO MAINTENANCE	-	-	150	150	150	0.0%
4700 PRINTING AND BINDING	48	59	50	50	60	20.0%
5100 OFFICE SUPPLIES	130	170	200	200	200	0.0%
5210 GAS AND LUBRICANTS	32,648	36,690	25,000	25,000	32,500	30.0%
5230 JANITORIAL SUPPLIES	1,699	2,087	1,500	1,500	2,300	53.3%
5250 SMALL TOOLS	146	89	250	250	250	0.0%
5260 UNIFORMS	4,119	3,351	3,500	3,500	4,500	28.6%
5280 OPERATING SUPPLIES	6,196	8,908	10,000	10,000	10,000	0.0%
Total	96,005	109,948	80,792	80,792	99,902	23.7%
CAPITAL OUTLAY						
6300 METERS AND METER REPAIR	-	21,115	-	-	-	0.0%
6320 SEWER MATERIALS	4,635	4,479	5,000	5,000	5,000	0.0%
6330 PIPE AND FITTINGS	67,313	41,332	40,000	40,000	40,000	0.0%
6340 CONCRETE, FILL	-	-	500	500	500	0.0%
6370 CDBG-PUTNAM LANES	192,313	-	-	-	-	0.0%
6390 DUNHAM ST WATER MAIN EXT	102,549	-	-	-	-	0.0%
6400 CAPTIAL OUTLAY	2,586	2,554	2,800	3,020	40,000	1224.5%
6450 CAPITAL IMPROVEMENTS	-	-	-	-	-	0.0%
6460 SATELLITE METER EQUIP	1,022,458	-	-	-	-	0.0%
6452 CLEVELAND/TWIGG SANITARY MANHO	-	-	-	-	-	0.0%
6453 SR15 WATERMAIN EXTENSION-FAMIL	-	-	-	-	-	0.0%
6454 SR15/SR19/SR20 MEDIAN IRRIGATION	-	-	-	-	-	0.0%
6470 ST JOHNS AVE RESURFACING	-	-	-	-	-	0.0%
Total	1,391,854	69,480	48,300	48,520	85,500	76.2%
DEPARTMENT TOTAL	2,235,669	866,415	780,832	827,212	895,647	8.3%

Water Fund

FUND TITLE/FUND # *Water Fund: 041*	EXPENDITURES BY FUNCTION *Enterprise*					
DEPARTMENT NAME/# Water Administration: 041-29-536	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1200 REGULAR SALARIES	68,147	77,391	68,651	86,468	86,468	0.0%
2100 FICA TAX EXPENSE	4,868	5,601	5,252	6,615	6,615	0.0%
2200 RETIREMENT EXPENSE	10,222	10,999	9,612	18,677	23,001	23.2%
2300 HEALTH AND LIFE INSURANCE	13,569	16,481	12,915	14,564	12,131	-16.7%
2400 WORKERS COMP	225	122	210	210	160	-23.8%
1400 OVERTIME-WATER ADMIN	-	1,169	-	-	-	0.0%
Total	97,031	111,761	96,640	126,534	128,375	1.5%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	20,345	2,557	300	300	300	0.0%
3120 PHYSICALS	-	-	90	90	90	0.0%
3200 ACCOUNTING AND AUDITING	27,269	27,769	27,000	27,000	27,000	0.0%
4020 SCHOOLING, CONFERENCE, ETC	-	15	-	-	-	0.0%
4100 COMMUNICATIONS SERVICES	870	1,180	1,100	1,100	1,250	13.6%
4200 POSTAGE AND FREIGHT	9,174	11,028	11,000	11,000	11,000	0.0%
4310 NATURAL GAS	422	328	450	450	200	-55.6%
4320 ELECTRICITY	4,622	3,946	4,700	4,700	3,600	-23.4%
4330 CREDIT CARD FEES	6,520	8,319	6,000	6,000	11,500	91.7%
4400 RENTALS AND LEASES	4,137	4,096	4,300	4,300	4,300	0.0%
4500 LIABILITY INSURANCE	1,648	1,626	1,800	1,800	1,800	0.0%
4610 BUILDING MAINTENANCE	1,626	1,334	3,000	3,000	3,000	0.0%
4620 EQUIPMENT MAINTENANCE	7,203	8,884	14,000	14,000	17,800	27.1%
4700 PRINTING AND BINDING	4,640	1,992	6,000	6,000	5,000	-16.7%
5100 OFFICE SUPPLIES	1,201	2,545	800	800	2,000	150.0%
5230 JANITORIAL SUPPLIES	388	594	500	500	650	30.0%
5280 OPERATING SUPPLIES	3,784	2,051	6,000	6,000	6,000	0.0%
9900 REFUNDS	4	-	-	-	-	0.0%
Total	93,854	78,262	87,040	87,040	95,490	9.7%
CAPITAL OUTLAY						
6400 CAPTIAL OUTLAY	-	-	1,450	-	-	0.0%
Total	-	-	1,450	-	-	0.0%
DEBT SERVICE						
7110 PRINCIPAL-2004 SRF LOAN	46,936	47,409	47,568	48,207	48,855	1.3%
7110 PRINCIPAL-FL RURAL UTILITY	10,405,000	-	-	-	-	0.0%
7110 PRINCIPAL-METER EQUIPMENT	1,393,000	-	-	-	-	0.0%
7120 PRINCIPAL-DW541901	49,610	171,592	168,023	179,059	179,059	0.0%
7120 PRINCIPAL-LOAN #331 SUNTRUST	1,550,000	1,020,071	905,806	-	-	0.0%
7120 PRINCIPAL-SERIES 2010A	-	110,000	110,000	145,000	150,000	3.4%
7210 INTEREST-2004 SRF LOAN	6,885	6,254	6,255	5,615	4,967	-11.5%
7220 INTEREST-DW541901	44,313	97,859	88,219	105,894	105,894	0.0%
7210 INTEREST-SERIES 1998	243,834	-	-	-	-	0.0%
7210 INTEREST-FL RURAL UTILITY	588,549	-	-	-	-	0.0%
7210 INTEREST-METER EQUIPMENT LOAN	61,825	-	-	-	-	0.0%
7220 INTEREST-LOAN #331 SUNTRUST	6,267	10,393	-	-	-	0.0%
7220 INTEREST-SERIES 2010A	-	354,461	354,461	318,938	316,038	-0.9%
7332 ADMIN FEES-DW541901	73,037	13,209	26,418	-	-	0.0%
7310 SERIES 1998 ADMIN FEES	688	-	-	-	-	0.0%
7320 AMORTIZATION EXPENSE	101,361	11,586	-	-	-	0.0%
7330 SERIES 2010A ISSUANCE COST/ADM	203,875	669	-	-	8,058	0.0%
7310 FL RURAL UTILITY-ADMIN FEES	7,420	-	-	-	-	0.0%
Total	14,782,601	1,843,502	1,706,750	802,713	812,871	1.3%
DEPARTMENT TOTAL	14,973,486	2,033,525	1,891,880	1,016,287	1,036,736	2.0%
TOTAL EXPENDITURES	20,083,438	5,689,281	4,967,259	3,771,277	3,927,210	4.1%

Water Fund

FUND TITLE/FUND # *Water Fund: 041*	EXPENDITURES BY FUNCTION *Enterprise*					
DEPARTMENT NAME/# Water Administration: 041-29-536	**ACTUAL 2010**	**ACTUAL 2011**	**BUDGET 2011**	**BUDGET 2012**	**BUDGET 2013**	**INCREASE/ DECREASE**
TRANSFERS						
9100 REIMB GENERAL FUND-ADMIN EXP	110,000	110,000	110,000	260,000	260,000	0.0%
Total	110,000	110,000	110,000	260,000	260,000	0.0%
CONTINGENCIES & RESERVES						
9900 CONTINGENCY/RESERVE	(64,739)	281,628	201,514	78,676	438,046	456.8%
9901 HEALTH INSURANCE CONTINGENCY	-	-	-	-	22,025	0.0%
Total	(64,739)	281,628	201,514	78,676	460,071	484.8%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	20,128,699	6,080,909	5,278,773	4,109,953	4,647,281	13.1%

Golf Course Fund

FUND TITLE/FUND # *Golf Course Fund: 042*	SOURCES *Golf Course Fund Revenues & Cash Balances*					
REVENUE OBJECT #/TITLE	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
OPERATING REVENUES						
347-2-1000 USAGE FEES	18,535	14,781	28,656	21,210	21,875	3.1%
347-2-1500 TWILIGHT GOLF	11,575	14,205	2,578	-	20,000	0.0%
347-2-2000 NEW MEMBERSHIP DRIVE	40,382	43,275	50,055	-	-	0.0%
347-2-2500 MISC REVENUE/SERVICE CHARGES	824	217	783	300	-	-100.0%
347-2-3000 DAILY GREEN FEES	137,989	184,722	254,843	206,930	209,500	1.2%
347-2-3500 PREPAID GREEN FEES	34,945	33,269	53,383	91,416	78,000	-14.7%
347-2-4000 PREPAID LOCKER FEES	1,440	1,830	1,753	1,969	1,800	-8.6%
347-2-4500 RENTALS-CITY CARTS	150,941	89,503	228,748	169,849	78,750	-53.6%
347-2-5000 DRIVING RANGE	18,294	18,976	24,225	18,037	23,500	30.3%
347-2-5500 BUILDING RENTAL	3,715	5,463	5,391	4,747	6,500	36.9%
347-2-6000 PRO SHOP SALES	72,014	72,776	100,215	77,146	79,000	2.4%
347-2-6500 SNACK BAR SALES	71,473	80,793	106,895	82,685	86,000	4.0%
347-2-7000 BEER SALES	42,968	38,566	73,227	53,439	40,300	-24.6%
347-2-7500 LIQUOR SALES	15,500	14,825	29,677	24,836	16,000	-35.6%
Total	620,594	613,202	960,429	752,564	661,225	-12.1%
OTHER REVENUES						
364-0-4900 SURPLUS EQUIPMENT-GOLF	607	-	-	-	-	0.0%
369-9-1000 REFUNDS/REIMBURSEMENTS	294	15	-	-	-	0.0%
369-9-2000 INSURANCE CLAIMS-GOLF	2,965	-	-	-	-	0.0%
Total	3,867	15	-	-	-	0.0%
TRANSFERS IN						
381-0-2000 CONTRIB FROM GENERAL	-	-	46,790	150,000	-	-100.0%
381-0-3000 TRANSFER FROM BETTER PLACE	-	-	-	-	181,890	0.0%
Total	-	-	46,790	150,000	181,890	21.3%
TOTAL OPERATING & OTHER REVENUES	624,461	613,217	1,007,219	902,564	843,115	-6.6%
CASH BALANCE FORWARD						
301-0-1000 CASH BALANCE FORWARD	(134,786)	(516,233)	-	-	(1,373,201)	0.0%
Total	(134,786)	(516,233)	-	-	(1,373,201)	0.0%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	489,676	96,984	1,007,219	902,564	(530,086)	-158.7%

Golf Course Fund

FUND TITLE/FUND # *Golf Course Fund: 042*	EXPENDITURES BY FUNCTION *Enterprise*					
DEPARTMENT NAME/# Maintenance: 042-16-572	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1200 REGULAR SALARIES	82,839	-	-	-	-	0.0%
1400 OVERTIME	2,765	-	-	-	-	0.0%
2100 FICA	5,836	-	-	-	-	0.0%
2200 RETIREMENT	11,753	-	-	-	-	0.0%
2300 INSURANCE	19,701	900	18,240	9,000	4,450	-50.6%
2400 WORKERS COMP	5,191	-	-	-	-	0.0%
2500 UNEMPLOYMENT COMP	1,149	7,857	-	-	-	0.0%
Total	129,234	8,757	18,240	9,000	4,450	-50.6%
OPERATING EXPENSES						
3120 PHYSICALS	180	-	-	-	-	0.0%
3400 CONTRACTUAL SERVICES	8,033	99,195	96,290	98,260	107,206	9.1%
4100 COMMUNICATIONS SERVICES	1,453	620	1,171	1,171	618	-47.2%
4400 RENTAL AND LEASES	269	341	-	-	6,000	0.0%
4410 OPERATING LEASES	1,966	21,630	20,017	20,017	23,597	17.9%
4500 LIABILITY INSURANCE	9,270	12,557	13,902	13,902	14,319	3.0%
4610 BUILDING MAINTENANCE	405	-	-	-	-	0.0%
4620 EQUIPMENT MAINTENANCE	11,219	16,741	1,000	1,000	16,995	1599.5%
4630 VEHICLE MAINTENANCE	92	-	-	-	-	0.0%
4650 IRRIGATION SUPPLIES	266	3,252	3,230	3,230	2,039	-36.9%
4690 OVERSEEDING	2,526	4,870	2,525	2,525	2,500	-1.0%
5210 GAS AND LUBRICANTS	13,063	14,969	14,759	14,759	19,200	30.1%
5270 CHEMICALS AND FERTILIZERS	56,752	66,055	61,620	61,620	46,320	-24.8%
5280 OPERATING SUPPLIES	12,542	14,205	7,409	13,400	13,000	-3.0%
5400 MEMBERSHIP DUES	250	-	500	500	-	-100.0%
3100 PROFESSIONAL SERVICES	-	-	-	-	-	0.0%
4200 POSTAGE	-	-	-	-	-	0.0%
Total	118,286	254,436	222,423	230,384	251,794	9.3%
CAPITAL OUTLAY						
6400 CAPITAL OUTLAY	-	-	8,500	8,500	18,150	113.5%
Total	-	-	8,500	8,500	18,150	113.5%
DEPARTMENT TOTAL	247,521	263,192	249,163	247,884	274,394	10.7%

Golf Course Fund

FUND TITLE/FUND # *Golf Course Fund: 042*	EXPENDITURES BY FUNCTION *Enterprise*					
DEPARTMENT NAME/# Club House: 042-24-572	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1200 REGULAR SALARIES	121,539	-	-	-	-	0.0%
1300 OTHER SALARIES & WAGES	2,504	-	-	-	-	0.0%
1400 OVERTIME	6,590	-	-	-	-	0.0%
2100 FICA TAX EXPENSE	9,560	-	-	-	-	0.0%
2200 RETIREMENT EXPENSE	17,174	-	-	-	-	0.0%
2300 HEALTH AND LIFE INSURANCE	10,994	9,222	13,800	22,000	25,800	17.3%
2400 WORKERS COMP	4,027	-	-	-	-	0.0%
2500 UNEMPLOYMENT COMP	550	13,670	-	-	-	0.0%
Total	172,939	22,892	13,800	22,000	25,800	17.3%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	63,140	93,000	108,000	-	48,000	0.0%
3120 PHYSICALS	320	-	-	-	-	0.0%
3200 ACCOUNTING AND AUDITING	3,100	3,100	3,100	3,100	3,100	0.0%
3400 CONTRACTUAL SERVICES	28,398	171,881	159,922	162,475	180,153	10.9%
4100 COMMUNICATIONS SERVICES	3,090	5,352	3,600	3,840	5,400	40.6%
4200 POSTAGE AND FREIGHT	637	464	600	600	600	0.0%
4310 NATURAL GAS	2,364	2,058	2,500	2,500	2,500	0.0%
4320 ELECTRICITY	38,728	40,652	39,250	36,000	40,800	13.3%
4330 UTILITIES-WATER	1,383	2,167	1,356	1,356	1,800	32.7%
4340 CREDIT CARD FEES	6,468	6,802	6,500	6,500	6,500	0.0%
4400 RENTALS AND LEASES	4,384	1,893	756	756	756	0.0%
4410 OPERATING LEASES	39,213	41,073	42,780	42,780	42,780	0.0%
4500 LIABILITY INSURANCE	27,369	22,610	26,340	26,340	26,340	0.0%
4610 BUILDING MAINTENANCE	8,527	5,853	3,000	3,000	4,500	50.0%
4620 EQUIPMENT MAINTENANCE	798	1,991	800	800	800	0.0%
4670 CART MAINTENANCE	852	-	-	1,000	1,000	0.0%
4680 DRIVING RANGE MAINTENANCE	6,717	1,560	-	6,400	5,000	-21.9%
4700 PRINTING AND BINDING	28	486	-	-	480	0.0%
4800 ADVERTISING	3,234	8,402	5,710	13,880	8,000	-42.4%
5100 OFFICE SUPPLIES	398	111	1,200	2,800	1,800	-35.7%
5150 PAPER PRODUCTS	6,454	4,283	4,100	1,800	4,100	127.8%
5190 LIQUOR AND WINE	5,285	4,736	9,715	8,477	4,800	-43.4%
5210 GAS AND LUBRICANTS	-	1,416	-	-	-	0.0%
5220 PRO-SHOP MERCHANDISE	59,551	55,156	70,151	61,210	70,000	14.4%
5230 JANITORIAL SUPPLIES	4,947	3,995	3,400	3,400	3,400	0.0%
5240 SNACK BAR MERCHANDISE	41,512	47,975	43,123	37,627	41,200	9.5%
5280 OPERATING SUPPLIES	5,633	14,986	4,800	4,800	4,800	0.0%
5290 BEER	18,790	16,360	20,903	18,239	15,490	-15.1%
5400 MEMBR,SUBSCRIPT,DUES	260	681	760	1,110	1,200	8.1%
Total	381,580	559,044	562,366	450,790	525,299	16.5%
CAPITAL OUTLAY						
6310 GOLF COURSE LOAN IMP	-	48	-	-	-	0.0%
6400 CAPITAL OUTLAY	7,513	-	-	-	-	0.0%
6450 CAPITAL IMPROVEMENTS	12,209	810	-	-	-	0.0%
Total	19,722	858	-	-	-	0.0%
DEBT SERVICE						
7104 2008 LOAN - PRINCIPAL	74,459	79,366	79,366	84,330	90,154	6.9%
7204 2008 LOAN - INTEREST	107,431	102,778	102,524	97,560	91,736	-6.0%
Total	181,890	182,144	181,890	181,890	181,890	0.0%
DEPARTMENT TOTAL	756,131	764,939	758,056	654,680	732,989	12.0%
TOTAL EXPENDITURES	1,003,651	1,028,131	1,007,219	902,564	1,007,383	11.6%

Golf Course Fund

FUND TITLE/FUND # *Golf Course Fund: 042*	EXPENDITURES BY FUNCTION *Enterprise*					
DEPARTMENT NAME/# Club House: 042-24-572	**ACTUAL 2010**	**ACTUAL 2011**	**BUDGET 2011**	**BUDGET 2012**	**BUDGET 2013**	**INCREASE/ DECREASE**
TRANSFERS, CONTINGENCIES, RESERVES						
9900 CONTINGENCY/RESERVE	(513,975)	(931,147)	-	-	(1,537,469)	0.0%
Total	(513,975)	(931,147)	-	-	(1,537,469)	0.0%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	489,676	96,984	1,007,219	902,564	(530,086)	-158.7%

Sanitation Fund

FUND TITLE/FUND # *Sanitation Fund: 043*	SOURCES *Sanitation Fund Revenues & Cash Balances*					
REVENUE OBJECT #/TITLE	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
CHARGES FOR SERVICES						
343-4-1000 GARBAGE FEES	1,052,894	1,035,215	1,054,131	1,087,074	1,077,856	-0.8%
343-4-1030 EXTRA TRASH	-	75	-	-	-	0.0%
343-4-1500 CONTAINER USAGE FEES	19,052	18,867	20,500	20,164	18,698	-7.3%
343-4-2000 PUTNAM COUNTY TIPPING FEE	450,636	443,240	450,448	442,484	443,102	0.1%
343-4-2500 DUMPSTER DROP OFF FEE	-	-	-	-	-	0.0%
Total	1,522,581	1,497,397	1,525,079	1,549,722	1,539,656	-0.6%
OTHER REVENUES						
364-0-4900 SURPLUS EQUIPMENT-SANITATION	-	-	-	-	-	0.0%
369-9-1000 MISC REVENUE	85	0	50	-	-	0.0%
369-9-2000 REFUNDS/REIMBURSEMENTS	85	877	-	-	-	0.0%
369-9-3000 INSURANCE CLAIMS-SANITATION	-	-	-	-	-	0.0%
Total	170	877	50	-	-	0.0%
TOTAL REVENUES	1,522,752	1,498,274	1,525,129	1,549,722	1,539,656	-0.6%
CASH BALANCE FORWARD						
302-0-0000 CASH BALANCE FORWARD	9,879	-	-	-	133,483	0.0%
Total	9,879	-	-	-	133,483	0.0%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	1,532,631	1,498,274	1,525,129	1,549,722	1,673,139	8.0%

Sanitation Fund

FUND TITLE/FUND # *Sanitation Fund: 043*	EXPENDITURES BY FUNCTION *Enterprise*					
DEPARTMENT NAME/# Maintenance: 043-28-534	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1200 REGULAR SALARIES	107,837	109,206	126,051	132,360	109,516	-17.3%
1400 OVERTIME	3,219	3,452	5,000	5,000	5,000	0.0%
2100 FICA TAX EXPENSE	7,859	7,988	10,025	10,508	8,378	-20.3%
2200 RETIREMENT EXPENSE	11,232	10,720	18,347	21,046	20,016	-4.9%
2300 HEALTH AND LIFE INSURANCE	12,707	19,351	24,982	18,291	16,665	-8.9%
2400 WORKERS COMP	3,530	3,119	5,078	5,078	2,833	-44.2%
2410 WORKERS COMP CLAIM	-	128	-	-	-	0.0%
Total	146,384	153,964	189,483	192,283	162,408	-15.5%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	358	356	400	400	500	25.0%
3120 PHYSICALS	-	-	100	100	100	0.0%
4320 ELECTRICITY	867	973	1,400	1,400	1,000	-28.6%
4500 LIABILITY INSURANCE	4,120	3,721	4,120	4,120	4,120	0.0%
4610 BUILDING MAINTENANCE	37	46	150	100	100	0.0%
4620 EQUIPMENT MAINTENANCE	-	-	150	100	100	0.0%
4630 VEHICLE MAINTENANCE	90	130	250	250	250	0.0%
5100 OFFICE SUPPLIES	-	-	50	-	-	0.0%
5230 JANITORIAL SUPPLIES	1,109	936	1,000	800	800	0.0%
5250 SMALL TOOLS	-	50	100	100	100	0.0%
5260 UNIFORMS	795	843	900	900	1,300	44.4%
5280 OPERATING SUPPLIES	527	455	500	500	700	40.0%
Total	7,902	7,511	9,120	8,770	9,070	3.4%
DEPARTMENT TOTAL	154,287	161,476	198,603	201,053	171,478	-14.7%

Sanitation Fund

FUND TITLE/FUND # *Sanitation Fund: 043*	EXPENDITURES BY FUNCTION *Enterprise*					
DEPARTMENT NAME/# Sanitation: 043-10-534	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL SERVICES						
1100 EXECUTIVE SALARIES	39,616	41,449	39,543	41,449	41,449	0.0%
1200 REGULAR SALARIES	285,574	310,812	282,272	291,133	318,162	9.3%
1400 OVERTIME	19,169	18,438	15,200	10,000	16,000	60.0%
2100 FICA TAX EXPENSE	24,396	26,375	24,619	26,208	26,578	1.4%
2200 RETIREMENT EXPENSE	51,654	47,775	45,054	65,846	92,415	40.4%
2300 HEALTH AND LIFE INSURANCE	68,726	85,106	75,677	57,768	56,078	-2.9%
2400 WORKERS COMP	44,192	28,120	45,853	45,853	29,540	-35.6%
2500 UNEMPLOYMENT COMP	5,605	1,007	-	-	-	0.0%
Total	538,934	559,081	528,218	538,257	580,222	7.8%
OPERATING EXPENSES						
3100 PROFESSIONAL SERVICES	1,695	485	1,000	1,000	1,000	0.0%
3120 PHYSICALS	305	290	300	300	300	0.0%
3200 ACCOUNTING AND AUDITING	7,688	7,688	7,688	7,688	7,688	0.0%
3420 CONTRACTUAL SERVICES	19,210	-	-	-	-	0.0%
3470 PUTNAM COUNTY TIPPING FEE	287,111	276,297	290,500	290,500	276,000	-5.0%
4020 SCHOOLING, CONFERENCE, ETC	-	-	200	-	-	0.0%
4100 COMMUNICATIONS SERVICES	1,402	1,391	2,500	1,500	1,000	-33.3%
4200 POSTAGE AND FREIGHT	10,000	10,000	10,000	8,000	8,000	0.0%
4310 NATURAL GAS	259	326	300	300	300	0.0%
4320 ELECTRICITY	4,536	3,386	4,500	4,500	4,500	0.0%
4400 RENTALS AND LEASES	1,362	1,528	1,500	1,500	1,500	0.0%
4500 LIABILITY INSURANCE	18,394	17,161	19,000	19,000	19,000	0.0%
4510 LIABILITY INSURANCE CLAIMS	-	-	500	500	500	0.0%
4610 BUILDING MAINTENANCE	436	290	250	250	250	0.0%
4620 EQUIPMENT MAINTENANCE	1,541	768	5,000	3,000	2,000	-33.3%
4630 VEHICLE MAINTENANCE	80,876	104,514	80,000	80,000	105,000	31.3%
4640 RADIO MAINTENANCE	95	-	100	100	-	-100.0%
4700 PRINTING AND BINDING	48	601	50	50	50	0.0%
5100 OFFICE SUPPLIES	-	-	100	-	-	0.0%
5210 GAS AND LUBRICANTS	93,489	111,979	80,000	80,000	110,000	37.5%
5230 JANITORIAL SUPPLIES	781	972	1,000	800	800	0.0%
5250 SMALL TOOLS	78	-	100	-	-	0.0%
5260 UNIFORMS	3,505	4,185	5,000	5,000	5,000	0.0%
5280 OPERATING SUPPLIES	3,294	12,078	9,000	7,000	7,000	0.0%
5290 GARBAGE CONTAINERS/DUMPSTERS	21,692	33,995	35,000	35,000	25,000	-28.6%
Total	557,798	587,934	553,588	545,988	574,888	5.3%
DEBT SERVICE						
7110 PRINCIPAL-SANIT TRK	-	-	117,195	121,714	10,310	-91.5%
7210 INTEREST-SANIT TRK	11,558	7,323	7,245	2,833	32	-98.9%
Total	11,558	7,323	124,440	124,547	10,342	-91.7%
DEPARTMENT TOTAL	1,108,289	1,154,338	1,206,246	1,208,792	1,165,452	-3.6%
TOTAL EXPENDITURES	1,262,576	1,315,814	1,404,849	1,409,845	1,336,930	-5.2%
TRANSFERS						
9100 REIMB GENERAL FUND-ADMIN EXP	65,000	65,000	65,000	95,000	95,000	0.0%
Total	65,000	65,000	65,000	95,000	95,000	0.0%
CONTINGENCIES & RESERVES						
9900 CONTINGENCY/RESERVE	205,055	117,461	55,280	44,877	231,230	415.3%
9901 HEALTH INSURANCE CONTINGENCY	-	-	-	-	9,979	0.0%
Total	205,055	117,461	55,280	44,877	241,209	437.5%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	1,532,631	1,498,275	1,525,129	1,549,722	1,673,139	8.0%

Tax Increment Fund

FUND TITLE/FUND # *Tax Increment Fund: 030*	SOURCES *Tax Increment Fund Revenues & Cash Balances*					
REVENUE OBJECT #/TITLE	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
PROPERTY TAXES						
311-0-3100 DOWNTOWN REDEV COUNTY SHARE	195,105	189,177	192,667	146,408	125,458	-14.3%
311-0-3110 DOWNTOWN REDEV CITY SHARE	196,777	190,799	194,318	148,992	134,211	-9.9%
311-0-3200 SOUTH HISTORIC COUNTY SHARE	63,526	57,254	57,243	52,430	38,118	-27.3%
311-0-3220 SOUTH HISTORIC CITY SHARE	64,070	57,744	57,734	53,355	40,778	-23.6%
311-0-3300 NORTH HISTORIC COUNTY SHARE	22,858	23,888	23,888	25,380	21,763	-14.3%
311-0-3330 NORTH HISTORIC CITY SHARE	23,054	24,092	24,092	25,828	23,282	-9.9%
Total	565,392	542,954	549,942	452,393	383,610	-15.2%
OTHER REVENUES						
369-9-1000 DOWNTOWN REDEV REFUND/REIMBURS	-	15,000	-	-	-	0.0%
Total	-	15,000	-	-	-	0.0%
TOTAL REVENUES	565,392	557,954	549,942	452,393	383,610	-15.2%
CASH BALANCE FORWARD						
311-0-3010 DOWNTOWN REDEVELOPMENT BALANCE FOR	864,487	831,094	900,000	500,224	241,639	-51.7%
311-0-3020 SOUTH HISTORIC BALANCE FORWARD	202,685	58,190	50,000	93,818	186,578	98.9%
311-0-3030 NORTH HISTORIC BALANCE FORWARD	250,634	226,904	249,000	31,710	38,417	21.2%
Total	1,317,806	1,116,188	1,199,000	625,752	466,634	-25.4%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	1,883,198	1,674,142	1,748,942	1,078,145	850,244	-21.1%

Tax Increment Fund

FUND TITLE/FUND # *Tax Increment Fund: 030*	EXPENDITURES BY FUNCTION *Economic Development*					
	DOWNTOWN					
DEPARTMENT NAME/# Downtown: 030-30-580	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
3101 Third Friday Downtown Street Parties	-	-	-	-	18,000	0.0%
3102 Dancin' in the Streets Downtown Cruise-	-	-	-	-	12,000	0.0%
3103 Second Saturday Downtown Truck & Jee	-	-	-	-	12,000	0.0%
3104 University of Florida Master Planning	-	-	-	-	6,000	0.0%
3105 Small Business Development Center	-	-	-	-	4,062	0.0%
4801 Quarterly Events Calendar Posters	-	-	-	-	400	0.0%
4802 Quarterly Events Calendar table tents	-	-	-	-	800	0.0%
4803 Advertising for parades, retail events, etc	-	-	-	-	4,000	0.0%
5401 FRA Annual Dues	-	-	-	-	870	0.0%
6310 DOWNTOWN REDEV EXPENSE	425,390	381,858	1,286,985	795,624	-	-100.0%
6311 Downtown Christmas Lights	-	-	-	-	10,000	0.0%
6312 NEA Grant Match - Art in public Spaces	-	-	-	-	20,000	0.0%
6313 Mural Lighting	-	-	-	-	2,700	0.0%
6314 Recruitment	-	-	-	-	36,000	0.0%
DEPARTMENT TOTAL	425,390	381,858	1,286,985	795,624	126,832	-84.1%
DEPARTMENT NAME/# South Historic: 030-31-580	**SOUTH HISTORIC**					
EXPENDITURE OBJECT #/NAME						
6330 SOUTH HISTORIC EXPENSE	271,978	81,132	164,977	199,603	-	-100.0%
6331 Home Improvement Program	-	-	-	-	120,393	0.0%
6332 Hammock Hall Improvements	-	-	-	-	5,000	0.0%
6333 Signage	-	-	-	-	4,190	0.0%
8301 Live Where You Work	-	-	-	-	20,000	0.0%
DEPARTMENT TOTAL	271,978	81,132	164,977	199,603	149,583	-25.1%
DEPARTMENT NAME/# North Historic: 030-32-580	**NORTH HISTORIC**					
EXPENDITURE OBJECT #/NAME						
3101 Reid Garden Designs	-	-	-	-	2,836	0.0%
3102 Street Sign Clean-Reid Garden Designs	-	-	-	-	530	0.0%
4801 Christmas Tour	-	-	-	-	500	0.0%
6320 NORTH HISTORIC EXPENSE	69,643	242,873	296,980	82,918	-	-100.0%
DEPARTMENT TOTAL	69,643	242,873	296,980	82,918	3,866	-95.3%
TOTAL EXPENDITURES	767,010	705,863	1,748,942	1,078,145	280,281	-74.0%
TRANSFERS FROM DOWNTOWN						
9100 TRANSFER TO GENERAL	-	414,480	-	-	-	0.0%
9101 Transfer to Better Place-Frank George Lo	-	-	-	-	300,000	0.0%
9102 Reimb General-Mainstreet Manager Sala	-	-	-	-	59,476	0.0%
9103 Reimb General-Fireworks	-	-	-	-	15,000	0.0%
9104 Reimb General-Downtown Parking/Stree	-	-	-	-	-	0.0%
Total	-	414,480	-	-	374,476	0.0%
CONTINGENCIES & RESERVES						
9901 CONTINGENCY/RESERVE-DOWNTOWN	830,980	429,732	-	-	-	0.0%
9902 CONTINGENCY/RESERVE-SOUTH HISTOR	58,303	92,056	-	-	115,891	0.0%
9903 CONTINGENCY/RESERVE-NORTH HISTOR	226,904	32,011	-	-	79,596	0.0%
Total	1,116,188	553,799	-	-	195,487	0.0%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	1,883,198	1,674,142	1,748,942	1,078,145	850,244	-21.1%

CDBG Fund

FUND TITLE/FUND # *CDBG Fund: 050*	SOURCES *CDBG Revenues & Cash Balances*					
REVENUE OBJECT #/TITLE	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
GRANTS						
331-5-0800 CDBG E-08 GRANT	195,888	12,602	-	-	-	0.0%
331-5-0900 CDBG-C02 GRANT REVENUE	-	189,097	750,000	558,803	-	-100.0%
331-5-1100 CDBG N14 REVENUE	754,333	-	-	-	-	0.0%
Total	950,222	201,699	750,000	558,803	-	-100.0%
INTEREST						
361-1-1000 INTEREST- PROG INC BK STMT	19	9	-	3	3	-8.3%
361-1-1300 ECON DEV 92 INTEREST	24	7	-	3	3	-12.3%
369-0-0100 MORTGAGE P/I REVENUE	1,081	12,349	-	5,107	2,128	-58.3%
Total	1,124	12,365	-	5,113	2,134	-58.3%
TOTAL REVENUES	951,346	214,064	750,000	563,916	2,134	-99.6%
CASH BALANCE FORWARD						
301-0-1000 PROGRAM INCOME BALANCE FORWARD	18,801	18,420	-	-	16,042	0.0%
301-0-1001 ECONOMIC DEVELOPMENT BALANCE FORWAR	106,584	9,714	-	-	19,938	0.0%
301-0-1002 CDBG E08 BALANCE FORWARD	2,651	-	-	-	-	0.0%
301-0-1003 CDBG N14 BALANCE FORWARD	2,089	78	-	-	-	0.0%
301-0-1004 CDBG C02 BALANCE FORWARD	-	-	-	-	-	0.0%
Total	130,125	28,213	-	-	35,980	0.0%
TOTAL REVENUES, TRANSFERS & CASH BALANCES	1,081,470	242,277	750,000	563,916	38,114	-93.2%

CDBG Fund

FUND TITLE/FUND # *CDBG Fund: 001*	EXPENDITURES BY FUNCTION *Community Development Block Grants*					
DEPARTMENT NAME/# CDBG: 050-50-555	ACTUAL 2010	ACTUAL 2011	BUDGET 2011	BUDGET 2012	BUDGET 2013	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
OPERATING EXPENSES						
5280 OPERATING EXPENSES-PROG INC	1,736	4,605	-	-	-	0.0%
1200 ADM EXPENSES-N14	49,833	-	-	-	-	0.0%
1200 E-08 ADMINSTRATIVE FEES	8,000	10,000	-	-	-	0.0%
1200 CDBG C02 ADMINISTRATIVE FEES	-	21,000	-	39,000	-	-100.0%
Total	59,570	35,605	-	39,000	-	-100.0%
CAPITAL						
6310 N-14 DUNHAM ST PROJECT	8,993	-	-	-	-	0.0%
Total	8,993	-	-	-	-	0.0%
TOTAL EXPENDITURES	68,562	35,605	-	39,000	-	-100.0%
TRANSFERS						
9100 TRANSFER TO GENERAL FUND	-	167,763	750,000	522,237	-	-100.0%
9101 TRANSFER TO WATER FUND	978,896	-	-	2,680	-	-100.0%
Total	978,896	167,763	750,000	524,916	-	-100.0%
CONTINGENCIES & RESERVES						
9900 CONTINGENCY/RESERVE	34,012	38,908	-	-	38,114	0.0%
Total	34,012	38,908	-	-	38,114	0.0%
TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	1,081,470	242,277	750,000	563,916	38,114	-93.2%

Agenda Item

6

CITY of Palatka
FLORIDA

AGENDA ITEM

SUBJECT: Federal Aviation Administration (FAA) grant application for Taxiway C pavement and drainage rehabilitation

DEPARTMENT: City Hall

ATTACHMENTS: ☐ Ordinance ☒ Resolution ☐ Motion
☐ Support Documents ☐ Other

SUMMARY:

Please see attached the FAA grant application for Taxiway C pavement and drainage rehabilitation. This project is funded at 90% FAA 5% Florida Department of Transportation and 5% City of Palatka participation. The City will support its' 5% share of the project cost with revenue from the following:

1. City building space as a project field office,
2. Use of City's Runway Closure Markers,
3. Sale of excess millings from existing Taxiway C, and
4. Re-use (sale to contractor) of lime rock/taxiway base material.

RECOMMENDED ACTION:

Adopt resolution No. 9-27 authorizing the City Manager and City Clerk to execute and attest the final grant documents once received per FAA recommendation.

DEPARTMENT HEAD
Submitted: Date:
Requested Agenda: Jonathan Griffith Date: 8-31-12

FINANCE DEPARTMENT Budgeted ☒ Yes ☐ No ☐ N/A Date: 9/6/12

CITY ATTORNEY Approved as to Form and Correctness Date: _____

CITY MANAGER Approved Agenda Item For: Date: 9-1-12

COMMISSION ACTION:
- ☐ Approved as Recommended
- ☐ Approved With Modification
- ☐ Other
- ☐ Disapproved
- ☐ Tabled To Time Certain

DISTRIBUTION: ☐CA ☐CC ☐CM ☐CD ☐FI ☐FD ☐GC ☐HR ☐MD ☐PD ☐PR ☐UD

H:\City Commission\Agenda Requests\CC Agenda FAA Grant Approval.doc

RESOLUTION NO. 9 - 27

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST A FEDERAL AVATION ADMINISTRATION FY 2012 AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF TAXIWAY C PAVEMENT AND DRAINAGE REHABILITATION PROJECT AT PALATKA MUNICIPAL AIRPORT/28J, AND DESIGNATING MATCHING GRANT FUNDS FOR THE PROJECT

WHEREAS, on July 23, 2012 the City of Palatka made application for a Federal Aviation Administration FY 2012 Airport Improvement Program Grant for the purpose of the design and construction of Taxiway C Pavement and Drainage Rehabilitation at Palatka's Municipal Airport/28J/Kay Larkin Field; and

WHEREAS, the City of Palatka and the Federal Aviation Administration (FAA) have reached an agreement for the sharing of costs incident to the design and construction of Taxiway C Pavement & Drainage Rehabilitation at Palatka Municipal Airport/28J and

WHEREAS, the total project cost for the above project is $1,435,409.00, with the FAA funding up to 90% of the total eligible cost, or $1,317,067.00, and with the Florida Department of Transportation (FDOT) funding 5%, or $73,171.00 through JPA FIN No. 425171-2-94-13 and the City of Palatka funding the remaining 5%, or $73,171.00 of the total eligible cost, which is proposed in the FY 2012-13 Budget; and

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

NOW THEREFORE, be it resolved as follows:

1. That the Palatka City Commission confirms and approves the City of Palatka grant application to FAA for the aforementioned grant funds for the Design and Construction of Taxiway C Pavement & Rehabilitation Project (the PROJECT); and
2. That the City Manager and City Clerk of the City of Palatka are hereby authorized to execute and attest the FAA Grant Agreement in the amount of $1,317.066.39, which represents up to 90% of the total eligible costs associated with the above referenced PROJECT; and
3. That the City Manager is hereby authorized to sign all contracts and other documents as may be required in support of the PROJECT, after review and approval by the City Attorney.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 13TH day of September, 2012.

CITY OF PALATKA

BY:_____

Its MAYOR

U.S. Department
of Transportation
Federal Aviation Administration

Orlando Airports District Office
5950 Hazeltine National Dr., Suite 400
Orlando, FL 32822-5003

Phone: (407) 812-6331

Fax: (407) 812-6978

September 6, 2012

Mr. Michael Czymbor, City Manager
City of Palatka
201 N. 2nd Street
Palatka, FL 32177

RECEIVED
SEP 07 2012
BY:.....

Dear Mr. Czymbor:

RE: Palatka Municipal Airport (28J); Palatka, FL
AIP Number 3-12-0061-022-2012
Grant Offer

We are enclosing the original and one copy of a Grant Offer for AIP Project No. 3-12-0061-022-2012 for Palatka Municipal Airport, in response to your Application for Federal Assistance dated July 23, 2012. Your acceptance of this Offer will constitute a Grant Agreement by which the government will participate in the allowable costs of the project amounting to $1,133,323 (Federal share).

Once the authorized official has executed the Agreement and the official's signature has been notarized and sealed/stamped, the attorney for the City of Palatka must certify that the Sponsor's acceptance complies with local and state law and constitutes a legal and binding obligation on the part of the Sponsor. Please note that the Agreement is not legal unless the attorney signs it AFTER the Sponsor.

If the terms of this Offer are satisfactory, please execute the document as soon as possible, but not later than **September 17, 2012**. To assist us in administrative reporting requirements, you are requested to notify this office by emailing a PDF of signature page of the grant immediately upon executing the grant. **Only the original executed grant needs to be returned to this office.** The remaining copy is for your file.

Please note that this grant offer may be funded all or in part with funds from the Small Airport Fund.

Please allow approximately 30 days after returning final executed grant to this office before attempting any drawdowns from the letter-of-credit account. If a drawdown is necessary before this time, please contact the Orlando Airports District Office prior to initiating the draw.

Sincerely,

Bart Vernace P.E.
Manager

2 Enclosures

cc: w/enclosure (grant)
Roland Luster, FDOT/2

GRANT AGREEMENT

U. S. Department
of Transportation
Federal Aviation
Administration

Date of Offer: September 6, 2012

Project Number: 3-12-0061-022-2012
Recipient: **City of Palatka** (Herein called Sponsor)
Airport: **Palatka Municipal Airport**

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety percent (90%) of the allowable costs incurred in accomplishing the project consisting of the following:

"Rehabilitate Taxiway C (3,500 LF x 35 FT) and Rehabilitate Taxiway D (350 LF x 35 FT),"

as more particularly described in the Project Application dated July 23, 2012.

The maximum obligation of the United States payable under this Offer shall be $1,133,323 for airport development.

This offer is made in accordance with and for the purpose of carrying out the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 of the United States Code, constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Manager, Airports District Office

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated April 13, 2012. The Sponsor specifically acknowledges that knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject the Sponsor's Designated Official Representative to fines, imprisonment or both if the U.S. Department of Justice determines the official acted outside the scope of his/her duties.

Executed this ___ day of _____, 20 _____
(Seal)

_____
Name of Sponsor

_____
Attest

_____
Signature of Sponsor's Designated Official Representative

_____
Title

_____
Title

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

_____ _____
Signature of Sponsor's Attorney Date

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

LEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA
FLORIDA

MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

July 27, 2012

Mr. Richard Owen
Program Manager
Federal Aviation Administration
Orlando Airports District Office
5950 Hazeltine National Drive, Suite 400
Orlando, FL 32822

Dear Mr. Owen:

Subject: Palatka Municipal Airport; Palatka, Florida
FY 2012 Airport Improvement Program
Final Application: Taxiway C Pavement and Drainage Rehabilitation

Enclosed please find an FY 2012 Airport Improvement Program grant application for the following projects at the Palatka Municipal Airport:

Taxiway C Pavement and Drainage Rehabilitation

The following items are enclosed for the above project:

- ✓ Federal Assistance Request Checklist
- ✓ Standard Form 424 – Application for Federal Assistance
- ✓ Detailed Project Information Sheet
- ✓ Individual Project Cost Breakdowns and Total Cost Summary
- ✓ Project Sketch
- ✓ Environmental Determination Documentation
- ✓ Individual Project Schedule

Please let me know if you have any questions or comments.

Sincerely,

Michael Czymbor
City Manager

Cc: Gene Lampp, FDOT – District 2

Airport Improvement Program
Orlando Airports District Office
Federal Assistance Request Checklist

APPLICATION CHECKLIST

Airport:	Palatka Municipal Airport
Sponsor:	City of Palatka
City, State:	Palatka, FL
Date of Application:	7/23/2012

Cover Letter:

X Letter of Credit method of payment requested.
X Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)
N/A If pre-application, proposed application date identified.
X If application, any changes to requested amount are identified and reasons provided.
N/A If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.
N/A If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

Application:

X Standard Form 424 -- Application for Federal Assistance
X Detailed Project Information Sheet
X Project Cost Estimates – One for each project and a summary
X Project Sketch – One for each or one drawing with all projects
X Environmental Determination Documentation for each project (CatEx Checklist, Copy of FONSI or ROD Signature Page)
X Individual Project Schedules

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED	Applicant Identifier
7/23/2012	28J
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION

Application	*Pre-application*
☒ Construction	☐ Construction
☐ Non-Construction	☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: City of Palatka

Organizational DUNS: 01-059-5445

Address:

Street: 201 N. 2nd Street

City: Palatka

County: Putnam

State: Florida Zip Code: 32177

Country: USA

Organizational Unit:

Department:

Division:

Name and telephone number of the person to be contacted on matters involving this application (give area code):

Prefix: Mr. First Name: Michael

Middle Name:

Last Name: Czymbor

Suffix:

Email: mczymbor@palatka-fl.gov

Phone Number (give area code): 386-329-0100

Fax Number (give area code): 386-329-0106

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

5 9 — 6 0 0 0 4 0 1

8. TYPE OF APPLICATION:

☒ New ☐ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es)

(See instructions for description of letters.) ☐ ☐

Other (specify)

7. TYPE OF APPLICANT: (See instructions for Application Types)

C

Other (specify)

9. NAME OF FEDERAL AGENCY: Federal Aviation Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

2 0 ▯ 1 0 6

TITLE (Name of Program): Airport Improvement Program

11. DESCRIPTIVE TITLE OF APPLICANT S PROJECT:

Taxiway C Pavement and Drainage Rehabilitation (Design & Construction)

12. AREAS AFFECTED BY PROJECT *(Cities, Co nties, State, etc.)*:

City of Palatka, County of Putnam

13. PROPOSED PROJECT

Start Date: September 2012 Ending Date: February 2013

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant 7 b. Project 7

15. ESTIMATED FUNDING:

a. Federal (90%)	$1,317,066.39
b. Applicant (5%)	$73,170.36
c. State (5%)	$73,170.36
d. Local	
e. Other	
f. Program Income	
g. TOTAL	$1,463,407.10

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. Yes. ☐ THIS PREAPPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:

b. No. ☒ PROGRAM IS NOT COVERED BY E.O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes", attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THE DOCUMENT, AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix: Mr. First Name: Michael Middle Name:

Last Name: Czymbor Suffix:

b. Title: City Manager c. Telephone Number (give area code): 386-329-0100

d. Signature of Authorized Representative

X

e. Date Signed:

X

Detailed Project Information Sheet
Airport Improvement Program
Grant Final Application

Airport: Palatka Municipal Airport

City, ST: Palatka, FL

Project Title: Taxiway C Pavement & Drainage Rehabilitation

Project Description: The project will involve design-bid-construction of the following:

1. Taxiway C pavement rehabilitation (3,500 LF x 35' Wide).
2. Taxiway C drainage system rehabilitation (1,900 LF).
3. Taxiway D pavement rehabilitation (350 LF x 35' Wide).
4. Taxiway C1 new construction (265 LF x 35 Wide).

(Refer to the attached SA 12-31R Project Sketch for an illustration of the overall work scope outlined above in the Project Description.)

Project Justification:

1. The current average (weighted) pavement condition index (PCI) of Taxiway C is 65.
2. The age of the Taxiway C drainage system is 70 years and its condition is "failing."
3. The current pavement condition index (PCI) of Taxiway D is 26.
4. There is currently no taxiway connector leading directly to the Runway 17 threshold. Taxiway C1 is proposed to provide access to the full length of Runway 17-35.

Special Circumstances: None.

Project Cost Information:

Total Cost (100%)	FAA Share (90%)	State (5%)	Sponsor (5%)
$1,463,407.10	$1,317,066.39	$73,170.36	$73,170.36

Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
NP (2012)	$150,000.00	$ Amnt	$ Amnt
Disc (2012)	$1,167,066.39		
Total	$1,317,066.39	$ Amnt	$ Amnt

Detailed Project Information Sheet
Airport Improvement Program
Grant Final Application

Palatka Municipal Airport

PROJECT COSTS

Taxiway C Pavement & Drainage Rehabilitation

	Cost (100%)	FAA (90%)
Construction (Low Bidder – Halifax)	$ 1,153,407.10	$ 1,038,066.39
Design (Passero – Supplemental Agreement 12-31)	$ 135,000.00	$ 121,500.00
Special Services:		
Taxiway C1 Design (Survey; Pavement, Drainage, Lighting/Signage Design; & Permitting) (Passero – Supplemental Agreement 12-31A)	$ 25,000.00	$ 22,500.00
Resident Engineering, Inspection & Materials Testing (Passero – Supplemental Agreement 12-31R)	$ 135,000.00	$ 121,500.00
City of Palatka (Sponsor) Administrative Expense	$ 15,000.00	$ 13,500.00
Total Amount	$ 1,463,407.10	$ 1,317,066.39

(Refer to the attached Bid Summary, Bid Tabulation, Supplemental Agreement 12-31, Supplemental Agreement 12-31R and Supplemental Agreement 12-31A for further details on the costs listed above.)

PROPOSED PROJECT SCHEDULE

Proposed Project Schedule:	Dates:
Submittal of Project Application to FAA	07/2012
Execution of FAA Grant	08/2012
Notice to Proceed to Contractor	09/2012
Completion of Construction	01/2013
Final Inspection	02/2013
Project Close-Out	03/2013

DETERMINATION OF ENVIRONMENTAL IMPACTS

Airport: Palatka Municipal Airport.

Detailed Project Description (attach project drawing and additional pages as necessary):

Taxiway C Pavement and Drainage Rehabilitation.

Is the proposed project(s) listed as categorically excluded in one or more of *paragraphs 307-312* of *FAA Order 1050.1E*? Yes.

Please identify which paragraph(s): 309 & 310.

In order for the FAA to determine the appropriate course of action, as a Categorical Exclusion, the sponsor must certify that the proposed action does **NOT** (1) involve any of the following circumstances, and does **NOT** (2) have a significant effect. A determination as to whether the proposed project (s) may have a significant environmental effect is made by considering any requirements applicable to the specific resource (see *FAA Order 1050.1E Appendix A*).

a. Have an adverse effect on cultural resources protected under the *National Historic Preservation Act of 1966*, as amended.

b. Have an impact on properties protected under *section 4(f) of the Department of Transportation Act.*

c. Have an impact on natural, ecological (e.g. invasive species), or scenic resources of Federal, Tribal, State, or local significance (for example: Federally listed or proposed endangered, threatened, or candidate species or designated or proposed critical habitat under the Endangered Species Act), resources protected by the Fish and Wildlife Coordination Act; wetlands; floodplains; prime, unique, State or locally important farmlands; energy supply and natural resources; and wild and scenic rivers, including study or eligible river segments and solid waste management.

d. Cause a division or disruption of an established community, or a disruption of orderly, planned development or an inconsistency with plans or goals that have been adopted by the community in which the project is located.

e. Cause an increase in congestion from surface transportation (by causing a decrease in Level of Service below acceptable level determined by appropriate transportation agency, such as a highway agency).

f. Have an impact on noise levels of noise-sensitive areas.

g. Have an impact on air quality or violate local, State, or Federal air quality standards under the *Clean Air Act Amendments of 1990.*

h. Have an impact on water quality, sole source aquifers, a public water supply system, or State or Tribal water quality standards established under the *Clean Water Act* and the *Safe Drinking Water Act.*

i. Have effect(s) on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "controversial" means a substantial dispute exists as to the size, nature, or effect of a proposed Federal action. The effects of an action are considered highly controversial when reasonable disagreement exists over the project's risks of causing environmental harm. Opposition on environmental grounds by a Federal, state, or local government agency or by a Tribe or by a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement regarding the effects of a proposed action exists.

j. Likelihood to be inconsistent with any Federal, State, Tribal, or local law relating to the environmental aspects of the proposed action.

k. Likely to directly, indirectly, or cumulatively create a significant impact on the human environmental, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses likely to be contaminated with hazardous materials based on Phase I or Phase II Environmental Due Diligence Audit (EDDA's), or likely to cause such contamination

I certify that the project(s) described above meet(s) the test for a Categorical Exclusion in accordance with *FAA Order 1050.1E* and *paragraphs a* thru *k* above.

7/27/2012

Signature of Authorized Airport Representative — Date

FAA Determination (by program manager signature):

Categorically Excluded: _____ Date: _____

Requires further environmental analysis: _____ Date: _____

ENVIRONMENTAL DETERMINATION CHECKLIST (FY 2012)

Airport: Palatka Municipal Airport.
Proposed Project(s): Taxiway C Pavement and Drainage Rehabilitation.

Prepared and certified by: Andrew Holesko, Passero Associates, LLC. Date: 7/23/2012.

	YES	NO	COMMENTS
IS THIS PROPOSED PROJECT LISTED AS CATEGORICALLY EXCLUDED IN FAA ORDER 1050.1E, paragraphs 307-312	X		
THIS PROPOSED PROJECT WILL AFFECT:		X	
Coastal Resources		X	
Section 4(f) Land		X	
Farmland		X	
Endangered or Threatened Species (Federal or State listed)		X	
Floodplains		X	
Hazardous Materials or Solid Waste Management		X	
Historic/Architectural, Archaeological/Cultural Resources		X	
Light Emissions or Cause Visual Impacts		X	
Natural Resources or Energy Supply		X	
Low Income or Minority Populations or Children		X	
Wetlands		X	
Wild and Scenic Rivers (study or eligible)		X	
THIS PROPOSED PROJECT IS LIKELY TO:		X	
Be highly controversial on environmental grounds including opposition by Federal, state, local, or Tribal or a substantial number of persons affected by the action.		X	
Be inconsistent with any Federal, State, or local law relating to the environmental aspects of the proposed action.		X	
Cause community disruption or inconsistency with plans or goals that have been adopted by the community		X	
Cause an increase of 1.5 DNL over noise sensitive areas		X	
Displace persons or businesses		X	
Disrupt local traffic patterns and substantially reduce levels of service (LOS) of roads serving the airport and surrounding communities		X	
Result in a substantial loss in community tax base		X	
Impact water quality, sole source aquifers, public water supply system, or state or tribal water quality standards		X	
Impact or violate local, state, Tribal, or Federal air quality standards		X	

Attach detailed comments for all "yes" answers on a separate sheet, and explain your justification for a request for a determination of Categorical Exclusion.

Passero Associates, LLC
Engineering Architecture

13453 N. Main Street - Suite 106
Jacksonville, FL 32218
www.passero.com
904-757-6106
904-757-6107 Fax

July 23, 2012

Mr. Michael Czymbor
City Manager, City of Palatka
201 North 2nd Street
Palatka, FL 32177

Reference: **Recommendation of Award:**
Taxiway 'C' Pavement and Drainage Rehabilitation
Palatka Municipal Airport
PA Project Number 24000010.031R

Dear Mr. Czymbor:

Passero Associates has reviewed the six (6) bids that were opened on July 10, 2012, for the Taxiway C Pavement & Drainage Rehabilitation project at Palatka Municipal Airport. This letter serves as Passero Associates recommendation of award to Halifax Paving, Inc. (Halifax) of Ormond Beach, Florida.

Passero Associates performed a review of Halifax's responsibility by researching the following:

- A detailed analysis of the bid submitted by Halifax revealed no irregularities. The bid appears to be fair and reasonable.
- The Florida Department of Business and Professional Regulation, verification of current licenses (certified general contractor license and construction business information license).
- The General Services Administration's List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid. Halifax's name did not appear on this list.
- The Department of Labor's monthly list of firms debarred for willful violations of the labor law. Halifax's name did not appear on this list.
- The Office of Safety and Health Administration (OSHA) for safety violations. Halifax has no significant history of violations or current (open) violations listed at this time.
- Note: Passero staff does have direct experience working with Halifax. Further, Halifax does have direct experience working at Palatka Municipal Airport.

Based on this information, Passero Associates recommends the Base Bid contract be awarded to Halifax in the amount of one million, one hundred fifty-three thousand, four hundred seven dollars and ten cents ($1,153,407.10).

The Engineer's Opinion of Probable Cost for Taxiway C Pavement and Drainage Rehabilitation is one million, two hundred three thousand dollars and zero cents ($1,203,000.00).

A copy of the Summary of Bids received (Bid Summary) and Tabulation of Bids Received (Bid Tabulation) is enclosed, for your review.

A copy of the Contract Agreement form for Construction of the Taxiway C Pavement & Drainage Rehabilitation project is attached for your reference.

A copy of Passero Associates Supplemental Agreement 12-31R for resident engineering, inspection and material testing for this project, with a contract value of $135,000.00, is attached for your review and consideration.

A copy of Passero Associates Supplemental Agreement 12-31A for survey, design and permitting of Taxiway C1 (additional design work scope), with a contract of value of $25,000, is attached for your review and consideration.

If you have any questions or require additional information, please contact me.

Sincerely,

Andrew M. Holesko, C.M.
Program Manager / Vice President

Bid Summary

Project Name **Taxiway C Pavement & Drainage Rehabilitation**
Owner **City of Palatka**

Bid Date: 7/10/2012

Bidder's List

Company Name:	**BASE BID**
1 Halifax Paving, Inc	$1,153,407.10
2 Sayar Enterprises dba Southern Development Corp.	$1,268,776.95
3 P&S Paving	$1,325,106.48
4 Callaway Contracting	$1,285,968.65
5 BGCO, Inc.	$1,320,737.00
6 Besch and Smith Civil Group	$1,282,797.09

Bid Tabulation

Taxiway C Pavement & Drainage Rehabilitation

City of Palatka

PASSERO ASSOCIATES

July 10, 2012

24000010.0031

LOWEST BIDDER

DESCRIPTION	QUANTITY	UNIT	Halifax Paving, Inc		Sayer Enterprises dba Southern Development Corp		P&S Paving		Calloway Contracting		BGCO, Inc		Beech and Smith Civil Group	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID														
Mobilization	1	LS	$88,000.00	$88,000.00	$55,081.00	$55,081.00	$131,500.00	$131,500.00	$61,280.00	$61,280.00	$238,384.77	$238,384.77	$76,040.85	$76,040.85
Construction Progress Aerial	1	LS	$3,000.00	$3,000.00	$750.00	$750.00	$1,500.00	$1,500.00	$1,620.00	$1,620.00	$1,000.00	$1,000.00	$1,579.91	$1,579.91
18" Dia. Class III RCP	528	LF	$32.00	$16,896.00	$24.25	$12,804.00	$34.00	$17,952.00	$38.28	$20,211.84	$34.50	$18,216.00	$27.42	$14,477.76
18" Dia. Class V RCP	152	LF	$38.00	$5,776.00	$51.00	$7,752.00	$40.00	$6,080.00	$44.82	$6,812.64	$42.50	$6,460.00	$43.52	$6,615.04
24" Dia. Class III RCP	1,056	LF	$39.00	$41,184.00	$34.00	$35,904.00	$41.00	$43,296.00	$45.58	$48,132.48	$44.00	$46,464.00	$43.39	$45,819.84
24" Dia. Class V RCP	152	LF	$47.00	$7,144.00	$42.50	$6,460.00	$49.00	$7,448.00	$56.39	$8,571.28	$57.00	$8,664.00	$42.04	$6,390.08
Removal of Existing Storm Water Sewer Pipes	1,800	LF	$6.00	$10,800.00	$12.00	$21,600.00	$9.00	$16,200.00	$15.04	$27,072.00	$15.00	$27,000.00	$12.91	$23,238.00
4" Perforated Underdrain Pipe, Complete	495	LF	$12.00	$5,940.00	$29.00	$14,355.00	$13.00	$6,435.00	$27.72	$13,721.40	$30.00	$14,850.00	$20.97	$10,380.15
4" Underdrain Outlet Pipe, Complete	191	LF	$10.00	$1,910.00	$21.00	$4,011.00	$10.00	$1,910.00	$19.57	$3,737.87	$17.00	$3,247.00	$10.58	$2,020.78
Geotextile Fabric	1,800	SY	$4.00	$7,200.00	$4.15	$7,470.00	$5.00	$9,000.00	$4.78	$8,604.00	$4.00	$7,200.00	$3.41	$6,138.00
Type C Inlet	5	EA	$1,700.00	$8,500.00	$2,000.00	$10,000.00	$1,700.00	$8,500.00	$2,235.26	$11,176.30	$1,150.00	$5,750.00	$1,377.92	$6,889.60
4" Diameter Type P Bottom Manhole	3	EA	$2,200.00	$6,600.00	$3,000.00	$9,000.00	$2,300.00	$6,900.00	$2,527.77	$7,583.31	$1,510.00	$4,530.00	$1,693.82	$5,081.46
Removal of Existing Storm Sewer Structures	4	EA	$1,000.00	$4,000.00	$300.00	$1,200.00	$800.00	$3,200.00	$926.24	$3,704.96	$750.00	$3,000.00	$178.97	$715.88
No. 8 AWG, 5KV, L-824C Cable Installed in Conduit	4,655	LF	$1.50	$6,982.50	$1.60	$7,448.00	$1.00	$4,655.00	$1.08	$5,027.40	$1.00	$4,655.00	$1.58	$7,354.90
No. 6 AWG, Bare, Solid counterpoise wire installed in separate trench, including Ground Rods & Ground Connections	1,360	LF	$1.75	$2,380.00	$1.85	$2,516.00	$1.40	$1,904.00	$1.40	$1,904.00	$1.30	$1,768.00	$1.84	$2,502.40
No. 6 AWG, Bare, Solid Counterpoise Wire, including Ground Rods & Ground Connectors	860	LF	$1.75	$1,557.50	$1.85	$1,646.50	$0.50	$445.00	$0.86	$765.40	$0.80	$712.00	$1.84	$1,637.60
Upgrade Vault - New 15-KW Constant Current Regulator & Incidental, Complete	1	LS	$17,000.00	$17,000.00	$17,862.00	$17,862.00	$17,000.00	$17,000.00	$17,820.00	$17,820.00	$16,500.00	$16,500.00	$17,905.72	$17,905.72
2" x 4 Way Electrical Duct Bank, Encased in Concrete	53	LF	$45.00	$2,385.00	$47.25	$2,504.25	$40.00	$2,120.00	$41.04	$2,175.12	$38.00	$2,014.00	$47.40	$2,512.20
2" Diameter Schedule 40 PVC Conduit, Installed in Trench	1,840	LF	$2.25	$4,140.00	$2.40	$4,416.00	$5.00	$9,200.00	$4.86	$8,942.40	$4.50	$8,280.00	$2.37	$4,360.80
Two (2) 2" Schedule 40 PVC Conduit, Installed in Same Trench	300	LF	$4.00	$1,200.00	$4.25	$1,275.00	$10.00	$3,000.00	$10.26	$3,078.00	$9.50	$2,850.00	$4.21	$1,263.00
24" Square Pullbox with Frame and Cover	2	EA	$3,800.00	$7,600.00	$3,993.00	$7,986.00	$5,800.00	$11,600.00	$5,940.00	$11,880.00	$5,500.00	$11,000.00	$4,002.46	$8,004.92
Relocate Elevate L-861T Taxiway C Edge Light System - In Grass (52 Edge Lights)	1	LS	$26,000.00	$26,000.00	$27,320.00	$27,320.00	$30,000.00	$30,000.00	$25,920.00	$25,920.00	$24,000.00	$24,000.00	$27,385.23	$27,385.23
Relocate Elevated L-861T Taxiway C Edge Light System - In Pavement (4 Edge Lights)	1	LS	$2,400.00	$2,400.00	$2,522.00	$2,522.00	$5,000.00	$5,000.00	$2,592.00	$2,592.00	$2,400.00	$2,400.00	$2,527.87	$2,527.87
Relocate Elevated L-861T Edge Light Fixture & Isolation Transformer on New L-867 Base (In Grass)	8	EA	$500.00	$4,000.00	$526.00	$4,208.00	$530.00	$4,240.00	$540.00	$4,320.00	$500.00	$4,000.00	$526.64	$4,213.12
Relocate Elevated L-861T Edge Light Fixture & Isolation Transformer on New L-867 Base (In Pavement)	4	EA	$600.00	$2,400.00	$631.00	$2,524.00	$630.00	$2,520.00	$648.00	$2,592.00	$600.00	$2,400.00	$631.97	$2,527.88
Medium Intensity Taxiway Edge Light, Type L-861T, Base Mounted	8	EA	$540.00	$4,320.00	$568.00	$4,544.00	$580.00	$4,640.00	$594.00	$4,752.00	$550.00	$4,400.00	$568.77	$4,550.16
L-861T Replacement Parts	6	EA	$250.00	$1,500.00	$263.00	$1,578.00	$350.00	$2,100.00	$356.40	$2,138.40	$330.00	$1,980.00	$263.32	$1,579.92
L-861E Bi-Directional Red/Red Runway End Light on L0867 Base	6	EA	$580.00	$3,480.00	$610.00	$3,660.00	$580.00	$3,480.00	$594.00	$3,564.00	$550.00	$3,300.00	$610.90	$3,665.40
L-861 Bi-Directional Red/Yellow Runway Edge Light on L0-867 Base	2	EA	$580.00	$1,160.00	$610.00	$1,220.00	$580.00	$1,160.00	$594.00	$1,188.00	$550.00	$1,100.00	$610.90	$1,221.80
12" Diameter (Size B) L-867 Junction Can	6	EA	$400.00	$2,400.00	$421.00	$2,526.00	$630.00	$3,780.00	$648.00	$3,888.00	$600.00	$3,600.00	$421.32	$2,527.92
Install 2 Module, Size 2, Mode 2, Style 2 LED Lighted Sign with Base	8	EA	$4,025.00	$32,200.00	$4,230.00	$33,840.00	$4,400.00	$35,200.00	$4,536.00	$36,288.00	$4,200.00	$33,600.00	$4,239.44	$33,915.52
Install 3-Module, Size 2, Mode 2, Style 2 LED Lighted Sign with Base	6	EA	$4,225.00	$25,350.00	$4,440.00	$26,640.00	$5,100.00	$30,600.00	$5,292.00	$31,752.00	$4,900.00	$29,400.00	$4,450.10	$26,700.60
Install 4 - Module, Size 2, Mode 2, Style 2 LED Lighted Sign with Base	1	EA	$5,500.00	$5,500.00	$5,780.00	$5,780.00	$5,300.00	$5,300.00	$6,480.00	$6,480.00	$6,000.00	$6,000.00	$5,793.03	$5,793.03
Install Size 2, Style 4 Unlighted Sign with Base	1	EA	$1,800.00	$1,800.00	$1,895.00	$1,895.00	$2,300.00	$2,300.00	$2,376.00	$2,376.00	$2,200.00	$2,200.00	$1,895.90	$1,895.90
Relocate Existing Unlighted Sign, Install New Base	2	EA	$1,900.00	$3,800.00	$2,000.00	$4,000.00	$2,100.00	$4,200.00	$2,160.00	$4,320.00	$2,000.00	$4,000.00	$2,001.23	$4,002.46
Disconnect Existing Sign from Taxiway Circuit and Connet Sign to Runway Circuit, Complete	3	EA	$1,800.00	$5,400.00	$1,891.00	$5,673.00	$260.00	$780.00	$270.00	$810.00	$250.00	$750.00	$1,895.90	$5,687.70
Install New Sign Panel on Existing Lighted Sign	6	EA	$1,000.00	$6,000.00	$1,050.00	$6,300.00	$1,100.00	$6,600.00	$1,188.00	$7,128.00	$1,100.00	$6,600.00	$1,053.27	$6,319.62
Relocate Existing Lighted Sign on New Base, Install New Sign Panel	1	EA	$2,800.00	$2,800.00	$2,942.00	$2,942.00	$2,600.00	$2,600.00	$2,700.00	$2,700.00	$2,500.00	$2,500.00	$2,949.18	$2,949.18
Maintenance & Protection of Traffic	1	LS	$12,000.00	$12,000.00	$55,100.00	$55,100.00	$45,000.00	$45,000.00	$15,982.68	$15,982.68	$42,400.00	$42,400.00	$8,273.80	$8,273.80
Cold Planing (Milling)	20,419	SY	$1.50	$30,628.50	$2.00	$40,838.00	$1.00	$20,419.00	$1.74	$35,529.06	$1.74	$35,529.06	$1.77	$36,141.63
Removal of Edge Pavement	1,867	SY	$8.00	$14,936.00	$3.50	$8,534.50	$5.00	$9,335.00	$1.92	$3,584.64	$6.00	$11,202.00	$5.28	$9,857.76
Miscellaneous Demolition	1	LS	$22,000.00	$22,000.00	$5,045.00	$5,045.00	$6,500.00	$6,500.00	$9,715.20	$9,715.20	$11,530.00	$11,530.00	$2,742.48	$2,742.48
Pavement Marking Eradication	2,330	SF	$1.20	$2,796.00	$2.00	$4,660.00	$1.20	$2,796.00	$1.62	$3,774.60	$2.00	$4,660.00	$2.11	$4,916.30
Engineer's Field Office	6	MO	$1,500.00	$9,000.00	$1,500.00	$9,000.00	$1,500.00	$9,000.00	$1,500.00	$9,000.00	$1,500.00	$9,000.00	$1,500.00	$9,000.00
Sawcutting	3,114	LF	$1.00	$3,114.00	$1.40	$4,359.60	$1.00	$3,114.00	$2.70	$8,407.80	$1.00	$3,114.00	$0.61	$1,899.54
Limerock Borrow Excavation	520	CY	$30.00	$15,600.00	$6.35	$3,302.00	$9.00	$4,680.00	$4.72	$2,454.40	$6.00	$3,120.00	$12.28	$6,385.60
Embankment in Place	2,600	CY	$8.00	$20,800.00	$18.00	$46,800.00	$10.00	$26,000.00	$27.54	$71,604.00	$0.10	$260.00	$11.74	$30,524.00
Temporary Soil Erosion & Sedtation Control	1	LS	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$16,335.85	$16,335.85	$17,300.00	$17,300.00	$17,893.47	$17,893.47
Subgrade Stabilization	1,850	SY	$7.50	$13,875.00	$3.10	$5,735.00	$4.50	$8,325.00	$3.54	$6,549.00	$2.50	$4,625.00	$6.91	$12,783.50
Limerock Base Course	520	CY	$54.00	$28,080.00	$49.00	$25,480.00	$58.00	$29,120.00	$45.32	$23,566.40	$45.00	$23,400.00	$72.07	$37,476.40
Rework Limerock Base Course	17,165	SY	$4.00	$68,660.00	$2.50	$42,912.50	$4.00	$68,660.00	$1.33	$22,829.45	$2.00	$34,330.00	$1.37	$23,516.05
P-401 1/2" MAX, Aggregate (Surface Course)	1,820	TON	$96.80	$176,176.00	$114.00	$207,480.00	$115.00	$209,300.00	$119.85	$218,127.00	$115.40	$210,028.00	$117.76	$214,323.20
P-401 3/4" MAX Aggregate (Base Course)	2,340	TON	$96.80	$226,512.00	$110.00	$257,400.00	$115.00	$269,100.00	$114.83	$268,234.20	$110.40	$258,336.00	$112.64	$263,577.60
Bituminous Prime Coat	9,458	GAL	$3.75	$35,467.50	$5.60	$52,984.80	$1.00	$9,458.00	$5.94	$56,180.52	$0.10	$945.80	$5.84	$55,234.72
Bituminous Tack Coat	2,235	GAL	$3.50	$7,822.50	$5.60	$12,516.00	$2.00	$4,470.00	$5.94	$13,275.90	$5.75	$12,851.25	$5.84	$13,052.40
Runway & Taxiway Painting	11,552	SF	$0.75	$8,664.00	$0.75	$8,664.00	$0.80	$9,241.60	$0.76	$8,779.52	$0.77	$8,895.04	$2.11	$24,374.72
Black Outline Runway & Taxiway Painting	16,872	SF	$0.30	$5,061.60	$0.40	$6,748.80	$0.29	$4,892.88	$0.38	$6,411.36	$0.39	$6,580.08	$1.05	$17,715.60
Refined Coal Tar Emulsion with Additives for Slurry Seal	260	SY	$5.00	$1,300.00	$24.50	$6,370.00	$4.00	$1,040.00	$21.60	$5,616.00	$10.00	$2,600.00	$10.13	$2,633.80
Project Survey and Stakeout	1	LS	$7,500.00	$7,500.00	$23,000.00	$23,000.00	$28,500.00	$28,500.00	$7,590.00	$7,590.00	$14,000.00	$14,000.00	$24,864.53	$24,864.53
As-Built Drawings	1	LS	$16,500.00	$16,500.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$1,897.50	$1,897.50	$9,000.00	$9,000.00	$9,159.17	$9,159.17
Seeding	7	AC	$1,200.00	$8,400.00	$1,550.00	$10,850.00	$4,700.00	$32,900.00	$3,778.91	$26,452.37	$1,700.00	$11,900.00	$3,577.86	$25,045.02
Sodding	7,240	SY	$2.25	$16,290.00	$2.10	$15,204.00	$2.75	$19,910.00	$2.66	$19,258.40	$1.90	$13,756.00	$2.79	$20,199.60
Topsoiling	2,200	CY	$4.00	$8,800.00	$13.00	$28,600.00	$10.00	$22,000.00	$3.72	$8,184.00	$3.00	$6,600.00	$10.37	$22,814.00
BASE BID TOTAL				**$1,183,407.10**		**$1,268,778.86**		**$1,326,106.48**		**$1,286,964.66**		**$1,320,737.00**		**$1,282,797.09**

Form of
CONTRACT AGREEMENT
City of Palatka
AIP Project No. (T.B.D.)
FDOT FIN Project No. (T.B.D.)

THIS AGREEMENT, made as of _____ is

BY AND BETWEEN

the OWNER: ***City of Palatka***
201 N. Second St.
Palatka, FL 32177

And the CONTRACTOR:
(Name) Halifax Paving, Inc.
(Address) 860 Hull Road
(City, State, Zip Code) Ormond Beach, FL 32174

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Palatka Municipal Airport** generally described as follows;

Taxiway C Pavement and Drainage Rehabilitation

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Special Provisions, Specifications, Plans, all issued addenda, Bid Advertisement, Notice-to-Bidders, Instructions-to-Bidders, Proposal, Performance Bond, Payment Bond, Wage Rate Determination, Supplemental Forms, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to

one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

$ One million, one hundred fifty-three thousand, four hundred seven dollars and ten cents.

(Amount in Written Words)

($1,153,407.10)
(Amount in Numerals)

subject to the following:

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid, which is attached to and made a part of this Agreement;
b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within **ten (10) calendar** days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **120 calendar** days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **$1,500.00** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal section of the Contract Documents shall apply under this Agreement as if fully rewritten herein.

Article 9 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Passero Associates, LLC
13453 N. Main St., Suite 106
Jacksonville, FL 32218

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Palatka

Address: 201 N. Second St.
Palatka, FL 32177

By: _____
Signature

_____
Title of Representative

ATTEST

By: _____
Signature

_____
Title

CONTRACTOR

Name: Halifax Paving, Inc.

Address: 860 Hull Rd
Ormond Beach, FL 32174

By: _____
Signature

_____
Title of Representative

ATTEST

By: _____
Signature

_____
Title

City of Palatka – Palatka Municipal Airport

Resident Engineering, Inspection & Materials Testing

Taxiway C Pavement & Drainage Rehabilitation

(Supplemental Agreement 12-31R)

SA 12-31R
PA PROJECT NO. 24000010.031R

Taxiway C Pavement and Drainage Rehabilitation
Resident Engineering, Inspection & Materials Testing

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Palatka (dated February 10, 2011), all of which terms and conditions are incorporated herein by reference:

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

Project Description: Professional services (during pre-construction, construction and project closeout) for Taxiway C Pavement and Drainage Rehabilitation. (See attached SA 12-31R Project Sketch.)

Scope of Basic Services: Resident engineering and inspection, project management, and review of Record Drawings (by Contractor) during the rehabilitation of Taxiway C Pavement and Drainage Project.

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

Client Manager: Mr. Michael Czymbor, City Manager.

Airport Manager: Mr. John Youell.

PA Program Manager: Mr. Andrew Holesko, CM.

PA Project Manager: Mr. Matt Singletary, P.E., Project Engineer

Basic Services Compensation and Method of Payment:	Not-to-Exceed	$115,000.00
Special Services Compensation and Method of Payment:	Not-to-Exceed	$ 20,000.00 (Material testing)
Total Project Cost:	Not-to-Exceed	$135,000.00

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

Meetings: As needed and directed by the City.

Deliverables:

1. Project management and coordination services.
2. Resident engineering / inspection services.
3. Quality assurance and material testing services.
4. Review of Record Drawings and project closeout documentation for the FAA and FDOT.

"CONSULTANT" – PASSERO ASSOCIATES, LLC

BY: _____

Andrew M. Holesko, (Program Manager)
Typed Name, (Title)

ATTEST BY: _____

"CLIENT" - CITY OF PALATKA

BY: _____

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

BY: _____

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

ATTEST BY: _____

ATTACHMENT A-1

Scope of Work

Project: Taxiway C Pavement and Drainage Rehabilitation
Resident Engineering, Inspection & Materials Testing

Palatka, Florida

I. PROJECT DESCRIPTION

The project will involve the resident engineering and inspection of the construction of Taxiway C Pavement and Drainage Rehabilitation project. The primary item is the rehabilitation of approximately 3,430 linear feet of Taxiway C asphalt pavement, from an existing width of 40 feet to a proposed width of 35 feet, by mill and asphalt overlay. The remaining 5 feet of the existing asphalt taxiway will be removed and replaced with sod. Taxiway D, which serves as a connector to Runway 17-35, is proposed to be rehabilitated in the same manner as described above for Taxiway C; this includes approximately 345 linear feet of taxiway pavement.

There is currently no taxiway connector leading directly to the Runway 17 threshold. Construction of a new asphalt surfaced Taxiway connector, Taxiway C1, approximately 265-feet long x 35-feet wide, is proposed to provide direct access to the full length of Runway 17.

This project also includes electrical improvements consisting of the relocation inward of the existing Taxiway C edge lights; installation of new Taxiway edge lights and guidance signage; drainage rehabilitation consisting of the replacement of multiple storm sewer structures and associated pipes; and installation of pavement markings.

(See attached SA 12-31R Project Sketch.)

II. BASIC SERVICES

Passero Associates (CONSULTANT) will provide the following basic services to assist the City of Palatka (CITY) with the construction phase of the Taxiway C Pavement and Drainage Rehabilitation at Palatka Municipal Airport (Kay Larkin Field).

A. PROJECT MANAGEMENT AND COORDINATION (With City Staff)

Throughout the duration of the project, the CONSULTANT shall assist the City in managing the technical and administrative components of the project. The CONSULTANT will provide periodic updates to the Airport Manager, City Manager and the City Commission, as requested throughout the life of the project.

B. CONTRACT ADMINISTRATION PHASE

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

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

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

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

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

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

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

7. Review and Furnish the CITY one reproducible set of the record drawings for the completed project.

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

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

C. RESIDENT ENGINEERING / CONSTRUCTION INSPECTION PHASE

In the Resident Engineering / Construction Inspection Phase, the CONSULTANT shall provide on-site monitoring of construction procedures by full-time and part-time resident project representatives, inspectors and supporting staff who will:

1. Maintain a project record in accordance with the requirements of the State of Florida Department of Transportation for aviation capital projects.

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

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

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

5. Arrange for, conduct or witness field, laboratory or shop tests of construction materials as required by the plans and specifications.

6. Determine the suitability of materials on the site, and brought to the site, to be used in construction.

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

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

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

10. Prepare, review and approve monthly and final payments to Contractor.

11. Prepare final records, record drawings and certification of project completion.

D. RESPONSIBILITIES / DUTIES OF INSPECTION STAFF

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

- Engineer's Daily Project Diary
- Inspector's Daily Reports
- Field measure quantities on a daily basis
- Prepare Statement of Days Charged on a weekly basis
- Summary of Inspector's Daily Reports
- Preparation of FAA Weekly Reports
- Prime/Subcontractor Work Summary
- Preparation of Material Acceptance Reports
- Certification and Testing Log Book
- Conduct weekly project meetings with CITY and Contractors and prepare meeting minutes
- Conduct Wage Rate Interviews with Prime/Subcontractors
- Review Subcontractor Approval Forms
- Review Weekly Payrolls for Prime/Subcontractors
- Preparation of Periodic Payment Request for Contractor
- Retain copies of EEO Monthly Utilization Reports for audit

- Preparation and review of Change Orders/Force Account work
- Maintain Redline "Record Drawings" and records as work progresses.

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

E. GRANTS ADMINISTRATION (ASSISTANCE) PHASE

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

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

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

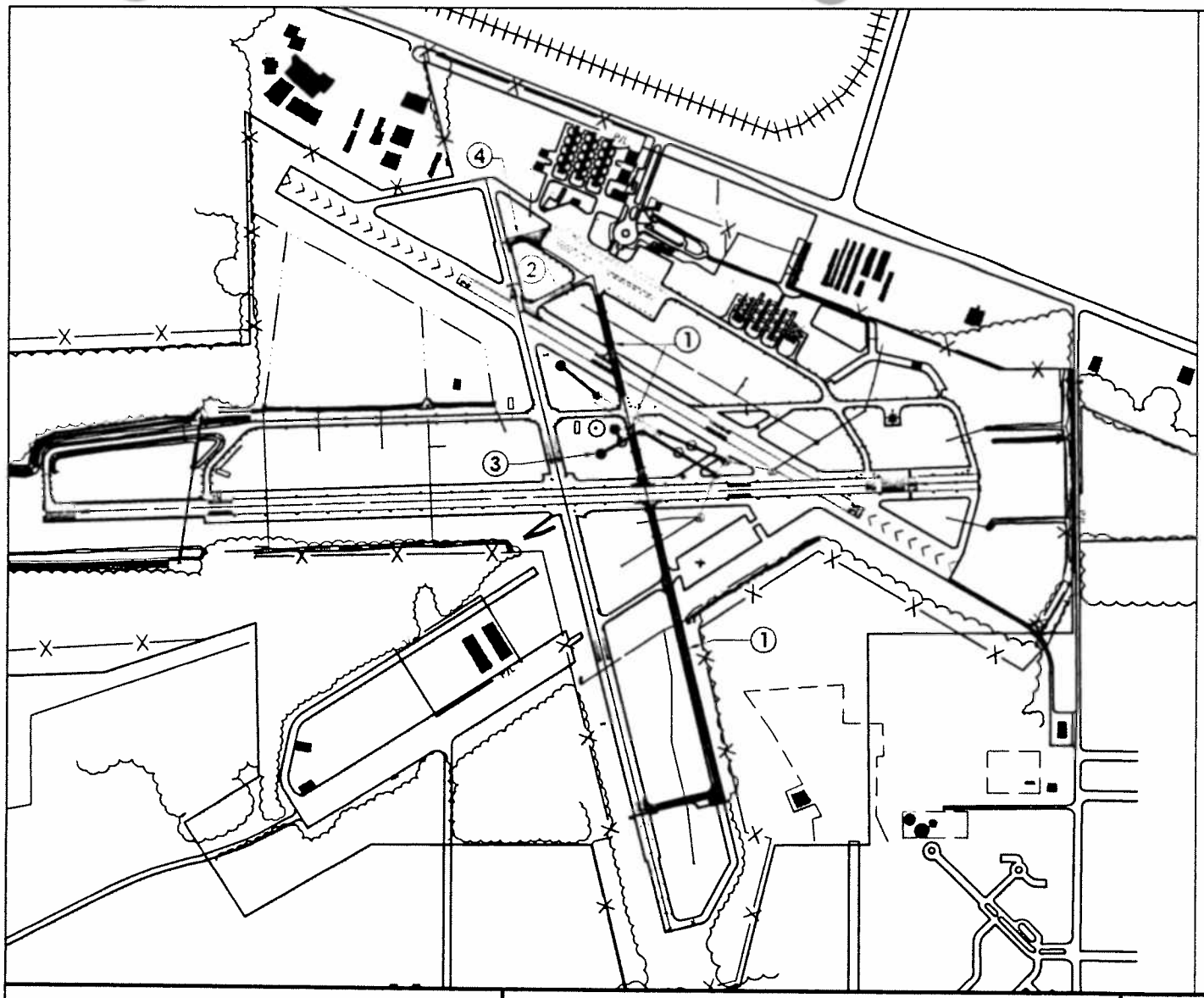
3. Prepare an update to the Disadvantaged Business Enterprise (DBE) Plan methodology (annual update).

III. SPECIAL SERVICES

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

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

END OF SCOPE OF SERVICES.



FY 2012 CONSTRUCTION PROJECTS

① TAXIWAY C PAVEMENT REHABILITATION
- 3,500 LF X 35' WIDE

② TAXIWAY C TURN REHABILITATION
- 350 LF X 35' WIDE

③ DRAINAGE IMPROVEMENTS
- 1900 LF PIPE
- 3 INLETS
- 3 MANHOLES

④ TAXIWAY C1 NEW CONSTRUCTION
- 265 LF X 35' WIDE

N

1000' 0 1000'

Taxiway C Pavement and Drainage Rehabilitation

Palatka Municipal Airport

Passero Associates
13453 N. Main St., Suite 104
Jacksonville, FL 32218
904-757-6106 Fax 904-757-6107
Engineering Surveying
Architecture Planning

SA 12-31R
PROJECT SKETCH

July, 2012

City of Palatka – Palatka Municipal Airport

Engineering Design, Permitting & Survey

Taxiway C1 (New Construction)

(Supplemental Agreement 12-31A)

SA 12-31A
PA PROJECT NO. 24000010.031A

Taxiway C1 (New Construction)
Engineering Design, Permitting, & Survey

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Palatka (dated February 10, 2011), all of which terms and conditions are incorporated herein by reference:

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

Project Description: Engineering Design, Permitting & Survey for Taxiway C1 (265 LF x 35' Wide). (See Attached SA 12-31A Project Sketch drawings.)

Scope of Basic Services: Data collection, preliminary & final engineering design, St. Johns River Water Management Permitting, bid plans and specifications..

Scope of Special Services: Topographic Survey.

Client Manager: Mr. Michael Czymbor, City Manager.

Airport Manager: Mr. John Youell.

PA Program Manager: Mr. Andrew Holesko, CM.

PA Project Manager: Mr. Patrick Honoré, P.E., Project Manager

Basic Services Compensation and Method of Payment:	Not-to-Exceed	$18,000.00
Special Services Compensation and Method of Payment:	Not-to-Exceed	$ 7,000.00 (Material testing)
Total Project Cost:	Not-to-Exceed	$25,000.00

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

Meetings: As needed and directed by the City.

Deliverables:
1. Design plans, design specifications, & St. Johns River Water Management Permit for TW Connector C1 (Added Scope).
2. Topographic Survey.

"CONSULTANT" – PASSERO ASSOCIATES, LLC

BY: _____

Andrew M. Holesko, (Program Manager)
Typed Name, (Title)

ATTEST BY: _____

"CLIENT" - CITY OF PALATKA

BY: _____

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

BY: _____

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

ATTEST BY: _____

ATTACHMENT A-1

Scope of Work

Project: Taxiway C Pavement and Drainage Rehabilitation
(ADDED SCOPE) TAXIWAY C1 (NEW CONSTRUCTION)

Palatka, Florida

I. PROJECT DESCRIPTION

There is currently no taxiway connector leading directly to the Runway 17 threshold. Construction of a new asphalt surfaced Taxiway connector, Taxiway C1, approximately 265-feet long x 35-feet wide, is proposed to provide direct access to the full Runway 17 length. Associated work involves modification of an existing stormwater management pond through proposed regrading, drainage piping and structures; and extending the Runway 17 edge lighting system.

The described work was not part of the original Taxiway C Pavement and Drainage Rehabilitation project scope and is therefore added herein.

(See attached SA 12-31A Project Sketch drawings.)

II. BASIC SERVICES

Passero Associates (CONSULTANT) will provide the following basic services to assist the City of Palatka (CITY) with the construction phase of the Taxiway C Pavement and Drainage Rehabilitation at Palatka Municipal Airport (Kay Larkin Field).

A. PRELIMINARY DESIGN PHASE

1. Review existing documents such as record drawings, specifications, studies and reports to become familiar with project data.
2. Visit the site to observe field conditions and validate the existing database.
3. Contact the SPONSOR, Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) to review scope of work and clarify project design requirements, construction sequencing and operational concerns.
4. Prepare preliminary plans identifying areas requiring topographic field survey, geotechnical investigations and other field reconnaissance that may be required. The required field program will be developed into a schedule that minimizes interference with airport operations. The schedule will be coordinated with the SPONSOR. CONSULTANT will supervise the field investigations as required.
5. Perform field survey of topographic and utility data. Field information will be mapped and provided to the CONSULTANT design team.
6. Review and consider several appropriate pavement rehabilitation methods for the project.
7. Prepare preliminary grading and drainage design.

8. Prepare preliminary construction plans, supplemental documents and construction phasing plans, soil boring logs and typical cross sections.
9. Prepare preliminary quantity takeoffs for the bid schedule.
10. Prepare preliminary probable construction costs.
11. The design team and the SPONSOR will conduct a preliminary design review meeting to discuss and resolve content, cost and other comments.

B. FINAL DESIGN PHASE

1. Finalize the grading and drainage design.
2. Prepare final construction plans, supplemental documents such, construction phasing plans, soil boring logs and typical cross sections.
3. Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
4. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
5. Prepare final contract agreements and technical specifications.
6. Submit advance final documents to the SPONSOR, FAA and FDOT for final review and comment. The design team and the SPONSOR will conduct a final design review meeting to discuss contents, costs and other comments.
7. Reproduce copies of the bid documents which include plans, specifications, construction phasing plans, soil boring logs and typical cross sections. These documents will be supplied to the SPONSOR.

C. GRANTS ADMINISTRATION PHASE

1. Prepare federal and state ACIP/grant application packages (as needed), and coordinate execution by SPONSOR and submissions to the FAA and FDOT.
2. Prepare reimbursement request packages, coordinate execution by SPONSOR and submissions to the FAA and FDOT.
3. Assist SPONSOR in compiling and submitting all necessary grant/project closeout documents required by the FAA and FDOT.

D. PERMITTING PHASE (with SJRWMD)

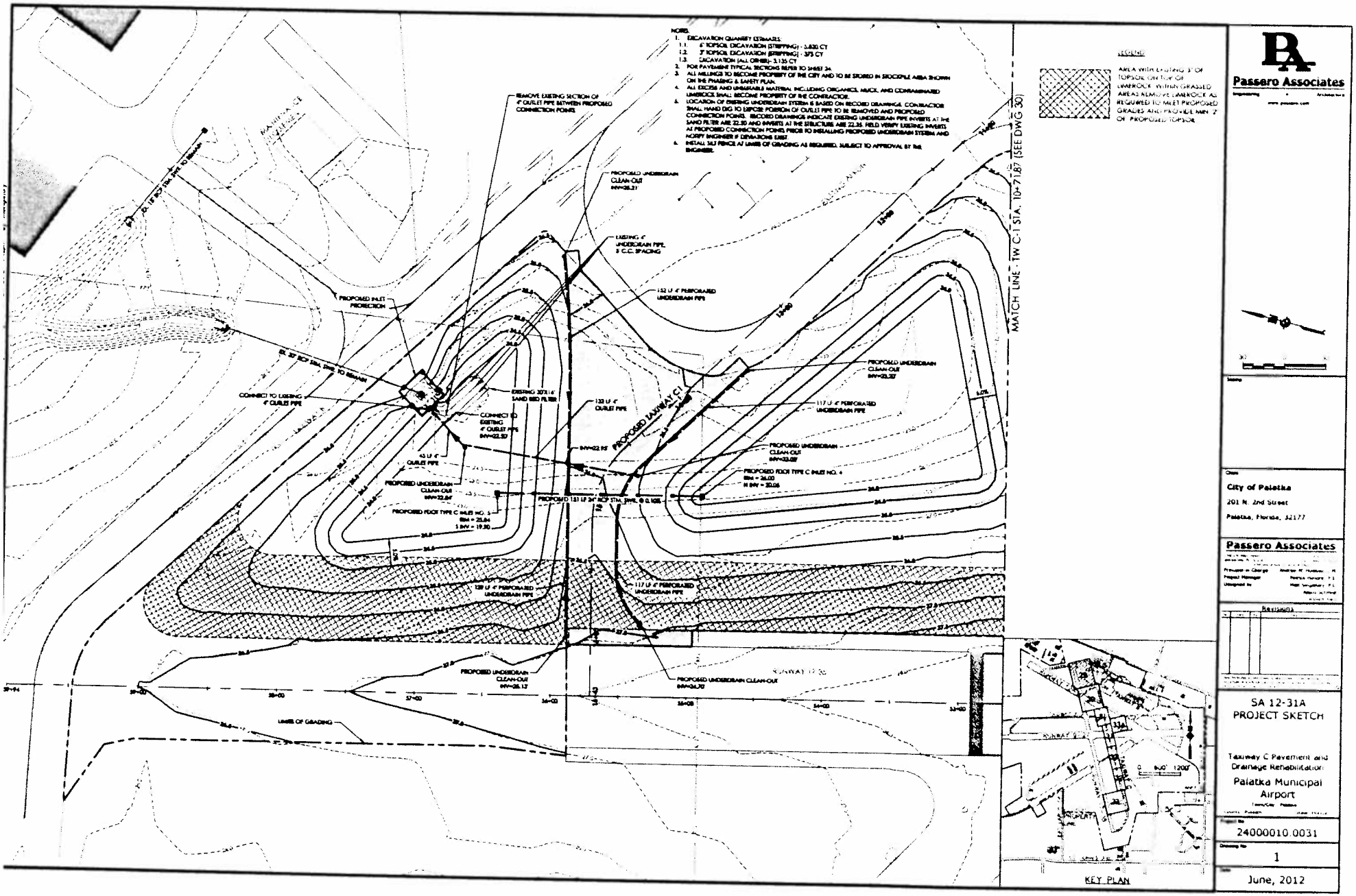
1. Review St. Johns River Water Management District Handbook: "Regulation of Stormwater Management Systems" for applicability to project. Note: It is expected that this project will require a "Modification to an existing Standard General Environmental Resource Stormwater Permit."
2. Meet with SJRWMD staff (as needed) to review project requirements.
3. Note: A SJRWMD permit is not expected to be required for this project.

III. SPECIAL SERVICES

F. Topographic Survey

A topographic survey will be provided for this project.

END OF SCOPE OF SERVICES.



Passero Associates

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

Passero Associates

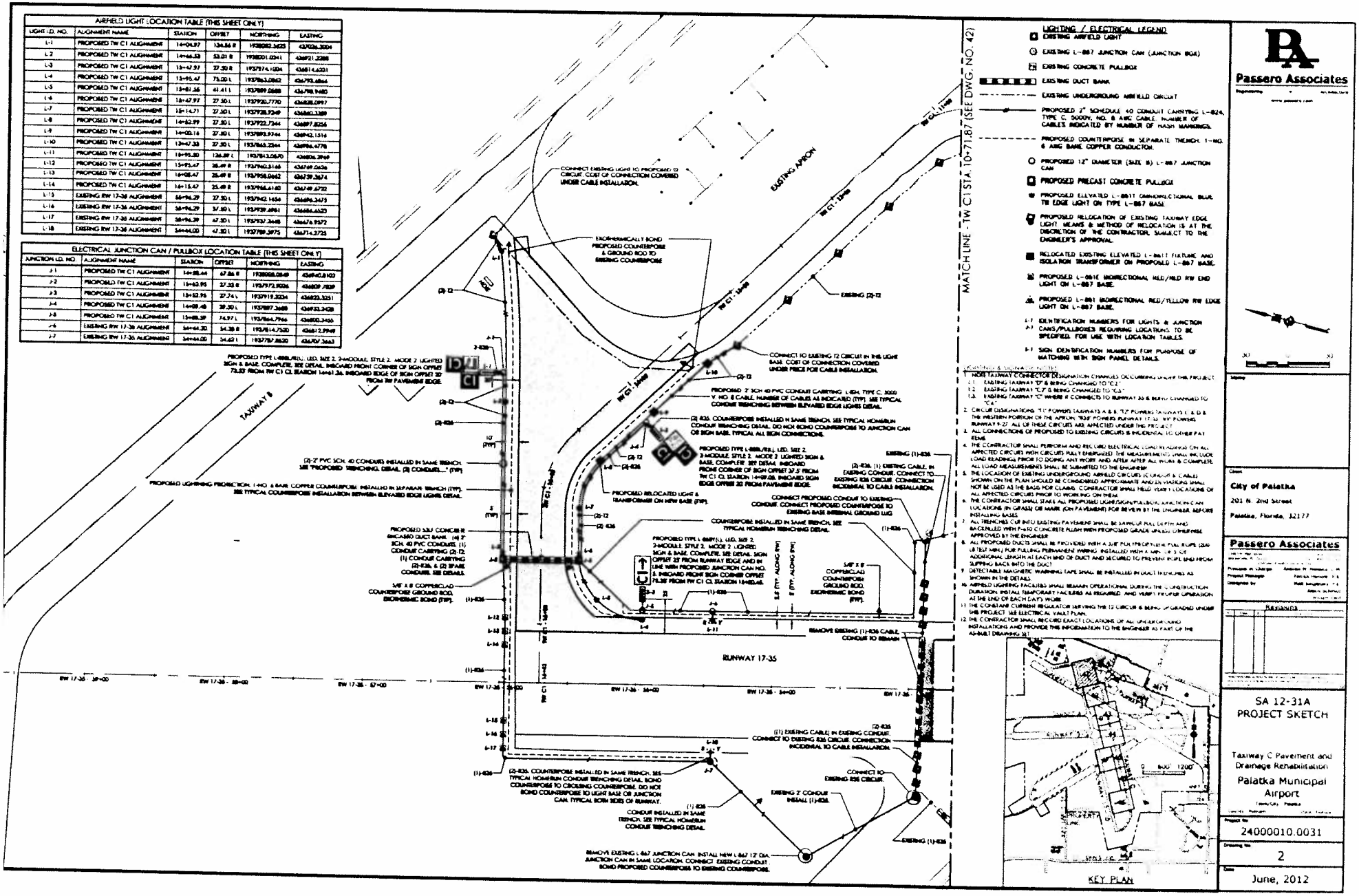
SA 12-31A
PROJECT SKETCH

Taxiway C Pavement and Drainage Rehabilitation
Palatka Municipal Airport

24000010.0031

1

June, 2012



AIRFIELD LIGHT LOCATION TABLE (THIS SHEET ONLY)

LIGHT I.D. NO.	ALIGNMENT NAME	STATION	OFFSET	NORTHING	EASTING
L-1	PROPOSED TW C1 ALIGNMENT	14+04.97	134.86 R	1938082.3623	439026.3004
L-2	PROPOSED TW C1 ALIGNMENT	14+66.53	53.01 R	1938001.0341	438921.2288
L-3	PROPOSED TW C1 ALIGNMENT	13+47.97	37.50 R	1937974.1004	438814.6031
L-4	PROPOSED TW C1 ALIGNMENT	13+95.47	75.00 L	1937863.0862	438793.4864
L-5	PROPOSED TW C1 ALIGNMENT	13+81.36	41.41 L	1937889.0688	438788.9480
L-6	PROPOSED TW C1 ALIGNMENT	13+47.97	37.50 L	1937930.7770	438838.0997
L-7	PROPOSED TW C1 ALIGNMENT	13+14.71	37.50 L	1937918.9349	438880.1389
L-8	PROPOSED TW C1 ALIGNMENT	14+62.99	37.50 L	1937922.7344	438897.8256
L-9	PROPOSED TW C1 ALIGNMENT	14+00.16	37.50 L	1937893.9744	438942.1516
L-10	PROPOSED TW C1 ALIGNMENT	13+47.33	37.50 L	1937863.2344	438984.4778
L-11	PROPOSED TW C1 ALIGNMENT	16+95.30	136.89 L	1937813.0870	438806.3969
L-12	PROPOSED TW C1 ALIGNMENT	15+93.47	38.49 R	1937940.3168	438769.0656
L-13	PROPOSED TW C1 ALIGNMENT	16+08.47	25.49 R	1937958.0662	438739.3674
L-14	PROPOSED TW C1 ALIGNMENT	16+15.47	25.49 R	1937966.6185	438749.4732
L-15	EXISTING RW 17-36 ALIGNMENT	88+96.29	37.50 L	1937942.1456	438684.3473
L-16	EXISTING RW 17-36 ALIGNMENT	58+96.29	37.50 L	1937939.6961	438684.6525
L-17	EXISTING RW 17-36 ALIGNMENT	38+96.29	47.50 L	1937937.3648	438676.9572
L-18	EXISTING RW 17-36 ALIGNMENT	34+44.00	47.50 L	1937789.5975	438714.2728

ELECTRICAL JUNCTION CAN / PULLBOX LOCATION TABLE (THIS SHEET ONLY)

JUNCTION I.D. NO.	ALIGNMENT NAME	STATION	OFFSET	NORTHING	EASTING
J-1	PROPOSED TW C1 ALIGNMENT	14+88.44	67.86 R	1938008.0849	438940.8102
J-2	PROPOSED TW C1 ALIGNMENT	13+62.95	37.50 R	1937972.9026	438859.7839
J-3	PROPOSED TW C1 ALIGNMENT	13+52.95	27.74 L	1937919.3034	438822.3251
J-4	PROPOSED TW C1 ALIGNMENT	14+08.48	39.30 L	1937887.3689	438913.3428
J-5	PROPOSED TW C1 ALIGNMENT	15+88.39	74.97 L	1937864.7966	438800.3450
J-6	EXISTING RW 17-36 ALIGNMENT	54+44.30	54.38 R	1937814.7520	438812.5949
J-7	EXISTING RW 17-36 ALIGNMENT	34+44.00	34.69 L	1937787.8820	438707.3663

LIGHTING / ELECTRICAL LEGEND

- EXISTING AIRFIELD LIGHT
- EXISTING L-867 JUNCTION CAN (JUNCTION BOX)
- EXISTING CONCRETE PULLBOX
- EXISTING DUCT BANK
- EXISTING UNDERGROUND AIRFIELD CIRCUIT
- PROPOSED 2" SCHEDULE 40 CONDUIT CARRYING L-824, TYPE C, 5000V, NO. 8 AWG CABLE. NUMBER OF CABLES INDICATED BY NUMBER OF HASH MARKINGS.
- PROPOSED COUNTERPOISE IN SEPARATE TRENCH. 1-#6 AWG BARE COPPER CONDUCTOR.
- PROPOSED 12" DIAMETER (SIZE B) L-867 JUNCTION CAN
- PROPOSED PRECAST CONCRETE PULLBOX
- PROPOSED ELEVATED L-861T OMNIDIRECTIONAL BLUE TB EDGE LIGHT ON TYPE L-867 BASE.
- PROPOSED RELOCATION OF EXISTING TAXIWAY EDGE LIGHT. MEANS & METHOD OF RELOCATION IS AT THE DISCRETION OF THE CONTRACTOR, SUBJECT TO THE ENGINEER'S APPROVAL.
- RELOCATED EXISTING ELEVATED L-861T FIXTURE AND ISOLATION TRANSFORMER ON PROPOSED L-867 BASE.
- PROPOSED L-861E BIDIRECTIONAL RED/RED RW END LIGHT ON L-867 BASE.
- PROPOSED L-861 BIDIRECTIONAL RED/YELLOW RW EDGE LIGHT ON L-867 BASE.
- L-1 IDENTIFICATION NUMBERS FOR LIGHTS & JUNCTION CANS/PULLBOXES REQUIRING LOCATIONS TO BE SPECIFIED. FOR USE WITH LOCATION TABLES.
- J-1 SIGN IDENTIFICATION NUMBERS FOR PURPOSE OF MATCHING WITH SIGN PANEL DETAILS.

GENERAL NOTES:

1. TAXIWAY DESIGNATION CHANGES OCCURRING UNDER THIS PROJECT
   - 1.1 EXISTING TAXIWAY "D" IS BEING CHANGED TO "C2."
   - 1.2 EXISTING TAXIWAY "C2" IS BEING CHANGED TO "C3."
   - 1.3 EXISTING TAXIWAY "C" WHERE IT CONNECTS TO RUNWAY 35 IS BEING CHANGED TO "C4."
2. CIRCUIT DESIGNATIONS: "T1" POWERS TAXIWAYS A & B, "T2" POWERS TAXIWAYS C & D & THE WESTERN PORTION OF THE APRON. "R36" POWERS RUNWAY 17-35. "R9" POWERS RUNWAY 9-27. ALL OF THESE CIRCUITS ARE AFFECTED UNDER THE PROJECT.
3. ALL CONNECTIONS OF PROPOSED TO EXISTING CIRCUITS IS INCIDENTAL TO OTHER PAY ITEMS.
4. THE CONTRACTOR SHALL PERFORM AND RECORD ELECTRICAL LOAD READINGS ON ALL AFFECTED CIRCUITS WITH CIRCUITS FULLY ENERGIZED THE MEASUREMENTS SHALL INCLUDE LOAD READINGS PRIOR TO DOING ANY WORK AND AFTER AFTER ALL WORK IS COMPLETE. ALL LOAD MEASUREMENTS SHALL BE SUBMITTED TO THE ENGINEER.
5. THE LOCATION OF EXISTING UNDERGROUND AIRFIELD CIRCUITS (CONDUIT & CABLE) SHOWN ON THE PLAN SHOULD BE CONSIDERED APPROXIMATE AND ON VISIONS SHALL NOT BE USED AS THE BASIS FOR CLAIMS. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL AFFECTED CIRCUITS PRIOR TO WORKING ON THEM.
6. THE CONTRACTOR SHALL STAKE ALL PROPOSED LIGHT/SIGN/PULLBOX/ JUNCTION CAN LOCATIONS (IN GRASS) OR MARK (ON PAVEMENT) FOR REVIEW BY THE ENGINEER BEFORE INSTALLING BASES.
7. ALL TRENCHES CUT INTO EXISTING PAVEMENT SHALL BE SAWCUT FULL DEPTH AND BACKFILLED WITH P-610 CONCRETE FLUSH WITH PROPOSED GRADE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
8. ALL PROPOSED DUCTS SHALL BE PROVIDED WITH A 3/8" POLYPROPYLENE PULL ROPE (SAE J-1351 MIN.) FOR PULLING PERMANENT WIRING. INSTALLED WITH A MINIMUM 5' OF ADDITIONAL LENGTH AT EACH END OF DUCT AND SECURED TO PREVENT ROPE END FROM SLIPPING BACK INTO THE DUCT.
9. DETECTABLE MAGNETIC WARNING TAPE SHALL BE INSTALLED IN DUCT TRENCHES AS SHOWN IN THE DETAILS.
10. AIRFIELD LIGHTING FACILITIES SHALL REMAIN OPERATIONAL DURING THE CONSTRUCTION DURATION. INSTALL TEMPORARY FACILITIES AS REQUIRED AND VERIFY PROPER OPERATION AT THE END OF EACH DAY'S WORK.
11. THE CONSTANT CURRENT REGULATOR SERVING THE T2 CIRCUIT IS BEING UPGRADED UNDER THIS PROJECT. SEE ELECTRICAL VAULT PLAN.
12. THE CONTRACTOR SHALL RECORD EXACT LOCATIONS OF ALL UNDERGROUND INSTALLATIONS AND PROVIDE THIS INFORMATION TO THE ENGINEER AS PART OF THE AS-BUILT DRAWING SET.

Passero Associates

Owner
City of Palatka
201 N. 2nd Street
Palatka, Florida, 32177

Passero Associates

Revisions

SA 12-31A
PROJECT SKETCH

Taxiway C Pavement and Drainage Rehabilitation
Palatka Municipal Airport

Project No. 24000010.0031
Drawing No. 2
Date June, 2012

City of Palatka – Palatka Municipal Airport

Engineering Design, Topographic Surveying, Geotechnical Investigation and Bidding

Taxiway C Pavement and Drainage Rehabilitation

(Supplemental Agreement 12-31)

PASSERO-WO NO. 12 - 31
P.A. Project No. 24010.31

Taxiway C Pavement and Drainage Rehabilitation
Engineering Design, Topographic Survey, Geotechnical Investigation and Bidding

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Palatka (dated February 10, 2011), all of which terms and conditions are incorporated herein by reference:

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

Project Description: Engineering design and bidding for Taxiway C Pavement (4,150 ft long by 35 ft wide) and Drainage Rehabilitation (2,000 linear feet).

Scope of Basic Services: Site investigation, preliminary and final engineering design, project phasing plan, bid plans and specifications.

Scope of Special Services: Topographic survey, geotechnical investigation and bidding-phase services.

Client Manager: Mr. Woody Boynton, City Manager.

Client Project Coordinator: John Youell, Airport Manager.

PA Program Manager: Mr. Andrew Holesko, CM, Program Manager.

Basic Services Compensation and Method of Payment:	Not-to-Exceed	$102,500.00
Special Services Compensation and Method of Payment:	Topographic Survey	$ 10,000.00
	Geotechnical	$ 7,500.00
	Bidding Phase	$ 15,000.00
Total Project Cost:	Not-to-Exceed	$135,000.00

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

Meetings: As needed and directed by the City.

Deliverables:
1. Engineering design, preparation of base bid, bid plans/additives/alternatives and technical specifications.
2. Project meetings and presentations as directed by the City.

CONSULTANT – PASSERO ASSOCIATES, LLC

BY: _____

Andrew M. Holesko, Program Manager
Typed Name, Title

ATTEST BY: _____

_____

CLIENT or SPONSOR - CITY OF PALATKA

BY: _____

Woody Boynton, City Manager
Typed Name, Title

BY: _____

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

ATTEST BY: _____

_____

ATTACHMENT A-1

Scope of Work

Taxiway C Pavement and Drainage Rehabilitation
Engineering Design, Topographic Survey, Geotechnical Investigation and Bidding

Palatka, Florida

I. PROJECT DESCRIPTION

The project will involve the rehabilitation of approximately 4,000-feet long by 35-feet wide of Taxiway C pavement and associated stormwater drainage system (2,000 linear feet). (See Drawing 1, attached.)

Taxiway C is the full parallel taxiway to Runway 17-35 at Palatka Municipal Airport. The taxiway is comprised of asphalt pavement in excess of 20-years old, and is showing signs of surface distress throughout. The taxiway pavement condition ranges from poor to fair with PCI ranges from 58-70. The expected taxiway pavement and drainage rehabilitation cost ranges from $1.1M - $1.5M, without extensive rehabilitation (full reconstruction/replacement) of the taxiway base material.

II. BASIC SERVICES

Passero Associates will provide the following services to assist the City of Palatka (Sponsor) with the layout and design of the Taxiway C pavement and drainage improvements at Palatka Municipal Airport.

A. PRELIMINARY DESIGN PHASE

1. Review existing documents such as record drawings, specifications, studies and reports to become familiar with project data.
2. Visit the site to observe field conditions and validate the existing database.
3. Contact the SPONSOR, Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) to review scope of work and clarify project design requirements, construction sequencing and operational concerns.
4. Prepare preliminary plans identifying areas requiring topographic field survey, geotechnical investigations and other field reconnaissance that may be required. The required field program will be developed into a schedule that minimizes interference with airport operations. The schedule will be coordinated with the SPONSOR. CONSULTANT will supervise the field investigations as required.
5. Perform field survey of topographic and utility data. Field information will be mapped and provided to the CONSULTANT design team.
6. Review and consider several appropriate pavement rehabilitation methods for the project.
7. Prepare preliminary grading and drainage design.
8. Prepare preliminary construction plans, supplemental documents and construction phasing plans, soil boring logs and typical cross sections.
9. Prepare preliminary quantity takeoffs for the bid schedule.
10. Prepare preliminary probable construction costs.
11. The design team and the SPONSOR will conduct a preliminary design review meeting to discuss and resolve content, cost and other comments.

B. FINAL DESIGN PHASE

1. Finalize the grading and drainage design.
2. Prepare final construction plans, supplemental documents such, construction phasing plans, soil boring logs and typical cross sections.
3. Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
4. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
5. Prepare final contract agreements and technical specifications.
6. Submit advance final documents to the SPONSOR, FAA and FDOT for final review and comment. The design team and the SPONSOR will conduct a final design review meeting to discuss contents, costs and other comments.
7. Reproduce copies of the bid documents which include plans, specifications, construction phasing plans, soil boring logs and typical cross sections. These documents will be supplied to the SPONSOR.

C. GRANTS ADMINISTRATION PHASE

1. Prepare federal and state ACIP/grant application packages (as needed), and coordinate execution by SPONSOR and submissions to the FAA and FDOT.
2. Prepare reimbursement request packages, coordinate execution by SPONSOR and submissions to the FAA and FDOT.
3. Assist SPONSOR in compiling and submitting all necessary grant/project closeout documents required by the FAA and FDOT.

D. PERMITTING PHASE (with SJRWMD)

1. Review St. Johns River Water Management District Handbook: "Regulation of Stormwater Management Systems" for applicability to project. Note: It is expected that this project <u>will not require</u> a "Standard General Environmental Resource Stormwater Permit."
2. Meet with SJRWMD staff (as needed) to review project requirements.
3. Note: A SJRWMD permit is not expected to be required for this project.

III. SPECIAL SERVICES

E. BID PHASE

1. Prepare advertisement for bids, contract document log and assist the SPONSOR in the legal advertisement of the project and tracking of outstanding contract document sets.
2. Questions from potential bidders will be directed to and answered by addendum (if required).
3. A pre-bid conference will be scheduled at least ten (10) days prior to the scheduled bid opening. Minutes of the pre-bid conference will be prepared by CONSULTANT and supplied to all meeting attendees and contract document holders.
4. CONSULTANT will assist the SPONSOR at the bid opening. CONSULTANT will review the bids received for conformance with the contract documents. CONSULTANT will review the contractor's personnel, equipment lists, and financial statement to verify the contractor's qualifications and financial responsibility. If the contractor has no past working relationship with CONSULTANT, the SPONSOR, FAA, or FDOT, the contractor's references will be checked.

5. Prepare a bid tabulation and, if approved by the SPONSOR, send it to all bidders.
6. Recommendation of award or rejection of bids, if appropriate, to the SPONSOR. Concurrence of the award by FAA and FDOT will be requested.
7. Prepare conformed copies of the contract and coordinate contractor execution of the contract. The attachments to the contract such as bonds and insurance will be review by CONSULTANT.
8. Review the contractor executed documents with the SPONSOR prior to execution by the SPONSOR. After the contracts have been executed by the SPONSOR, the construction administration department will assist in distributing copies of the contracts to the contractor, FAA, and FDOT.
9. Contact FAA and FDOT for permission to issue a Notice to Proceed (NTP). After receiving FAA and FDOT permission, a sample NTP letter will be sent to the SPONSOR and CONSULTANT will coordinate the transmittal of the NTP to the contractor.
10. Note: Several bid options (additional and / or alternates) will be offered within the bid documents to allow the City to be able to receive differing levels of available grant funding.

F. Topographic Survey, Geotechnical Investigation, Other

A topographic survey and geotechnical investigation will be provided for this project.

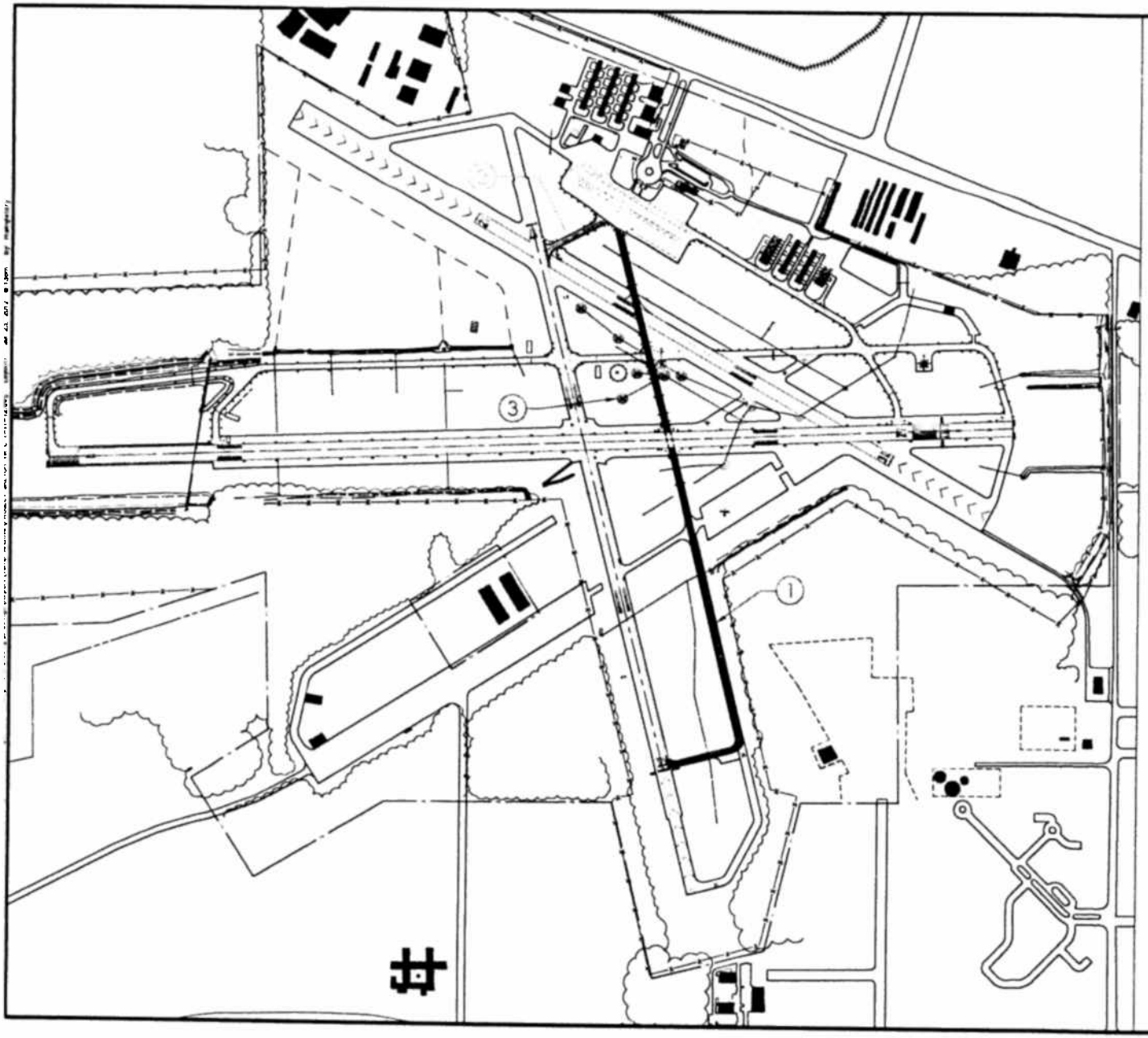
Other special services (such as environmental studies or other special studies, etc.) are services that often cannot be defined at the beginning of the project, but still may be required before the project is complete. If needed, other special services shall be performed as approved by the City in writing.

IV. OTHER CONSIDERATIONS

1. This project does not include any form of special services, (other than as specified above). For example, the project does not include the following:
   - Any Additional Permitting
   - Preparation of additional related Design, Construction Plans, and Specifications
   - Other special services (such as environmental studies, permitting, traffic study or other special studies, etc.) that may be desired or requested.

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

END OF SCOPE OF SERVICES.



PROJECT PLANNING 2012

1. TAXIWAY C PAVEMENT REHABILITATION
   - 3700 LF X 35' WIDE

2. [illegible]

3. DRAINAGE IMPROVEMENTS
   - 2000 LF PIPE
   - 6 INLETS
   - 1 MANHOLE

Passero Associates

Client
City of Palatka
201 N. 2nd Street
Palatka, Florida 32177

Passero Associates

PROJECT SKETCH

Taxiway C Rehabilitation and Drainage Improvements
Palatka Municipal Airport

Project No.

Drawing No.
1

Date
January, 2012

Agenda Item

7

CITY of Palatka
FLORIDA

AGENDA ITEM

SUBJECT: Joint Participation Agreement for Taxiway C

DEPARTMENT: City Hall

ATTACHMENTS: ☐ Ordinance ☐ Support Documents ☒ Resolution ☐ Other ☐ Motion

SUMMARY:

Please see attached the Joint Participation Agreement # 425171-2-94-13for Taxiway C, drainage, testing, surveying, project management and administration. This project is funded at 90% FAA 5% Florida Department of Transportation and 5% City of Palatka participation. The City will support its' 5% share of the project cost with revenue from the following:

1. City building space as a project field office,
2. Use of City's Runway Closure Markers,
3. Sale of excess millings from existing Taxiway C, and
4. Re-use (sale to contractor) of lime rock/taxiway base material.

RECOMMENDED ACTION:

Adopt resolution No. 9-29 authorizing the City Manager and City Clerk to execute and attest a Joint Participation Agreement with FDOT for drainage, testing, surveying, project management and administration for Taxiway C.

DEPARTMENT HEAD
Submitted: Date:
Requested Agenda: Jonathan Griffith Date: 8-31-12

FINANCE DEPARTMENT Budgeted ☑ Yes ☐ No ☐ N/A Date: 9/6/12

CITY ATTORNEY Approved as to Form and Correctness Date: _____

CITY MANAGER Approved Agenda Item For: Date: 9-1-12

COMMISSION ACTION:
- ☐ Approved as Recommended
- ☐ Approved With Modification
- ☐ Other
- ☐ Disapproved
- ☐ Tabled To Time Certain

DISTRIBUTION: ☐CA ☐CC ☐CM ☐CD ☐FI ☐FD ☐GC ☐HR ☐MD ☐PD ☐PR ☐UD

H:\City Commission\Agenda Requests\CC Agenda JPA Taxiway C Drainage.doc

RESOLUTION NO. 9-29

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A *'JOINT PARTICIPATION AGREEMENT'* WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF SOUTH AIRPORT DRAINAGE, UTILITIES, PERMITTING, SURVEYING, PROJECT MANAGEMENT AND ADMINISTRATION AT PALATKA'S KAY LARKIN MUNICIPAL AIRPORT

WHEREAS, the City of Palatka and the Florida Department of Transportation have reached an agreement for the Design and Construction of South Airport Drainage, Utilities, Permitting, Surveying, Project Management and Administration at the Palatka Municipal Airport, and

WHEREAS, the Florida Department of Transportation has proposed a Joint Participation Agreement with the City of Palatka for the above project identified as F.P. Number 42517119413; and

WHEREAS, the total project cost for the above described project at Kay Larkin Municipal Airport is $333,537.00 with the Florida Department of Transportation funding 80% or $266,829.00; and the City of Palatka funding 20% or $66,708.00, which is proposed in the F/Y 2012-13 Budget; and

WHEREAS, it is in the best interest of the City of Palatka to go forward with the Joint Participation Agreement.

NOW THEREFORE, be it resolved that the Mayor, Vernon Myers, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Joint Participation Agreement on behalf of the City of Palatka for the Design and Construction of South Airport Drainage, Utilities, Permitting, Surveying, Project Management and Administration at the Kay Larkin Municipal Airport, F.P. Number 42517119413.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign requests for Contract Time Extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 13th day of September, 2012.

CITY OF PALATKA

BY:_____
Its Mayor

ATTEST:

_____
City Clerk

Florida Department of Transportation

RICK SCOTT
GOVERNOR

2198 Edison Ave.
Jacksonville, FL 32204-2730

ANANTH PRASAD, P.E.
SECRETARY

August 29, 2012

Michael J. Czymbor
City Manager, City of Palatka
201 North 2nd Street,
Palatka Fl, 32177

RECEIVED
AUG 31 2012
BY:----------

RE: FIN# 42517129413

Dear Mr. Czymbor,

We are pleased to enclose original Joint Participation Agreements (JPA) for the above referenced project. I will need the JPA and project schedule signed, and returned along with your resolution, so that the JPA can be executed.

"There has been new language added the JPA that the agency has to agree with. The language is in paragraph 25.00. It requires state agencies under the direction of the Governor to include in all state contracts a requirement that contractors utilize the E-Verify system to verify the employment eligibility. Also, the language on Attachment "A" has been updated per Section 215.971, Florida Statutes, to establish quantifiable, measurable, and verifiable units for invoiceing."

Please be reminded that to remain eligible for State funding participation, it will be mandatory that compliance with the JPA requirements be completed and documented in our project files prior to project close-out.

If you have any questions concerning this project, please feel free to contact me.

Sincerely,

Gene Lampp
District Aviation Specialist – FDOT
2198 Edison Ave. M/S 2813
Jacksonville, Fl. 32204-2730
gene.lampp@dot.state.fl.us
(904) 360-5667

PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project No.: 425171-2-94-13 (item-segment-phase-sequence)	Fund: DPTO	FLAIR Approp.: 088719
	Function: 637	FLAIR Obj.: 750004
	Federal No.: 315138	Org. Code: 55042010228
Contract No.:	DUNS No.:	Vendor No.: VF596000401002
CFDA Number:	CSFA Number: 55.004	

THIS AGREEMENT, made and entered into this _____ day of _____, _____,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and City of Palatka

4015 Reid Street Palatka, FL 32177

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before September 30, 2013 and this Agreement will expire unless a time extension is provided

in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

332.006(6) ,
Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Design and Rehab Taxiway C,Drainage,Testing, Serveing, Project Management and Administration

and as further described in Exhibit(s) A,B,C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is $ 1,463,409.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 73,171.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement;

(c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☑ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☑ is not applicable. If applicable, __ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      2198 Edison Avenue Jacksonville, FL 32204-2370

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   2198 Edison Avenue Jacksonville, FL 32204-2370

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

   2198 Edison Avenue Jacksonville, FL 32204-2370

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      2198 Edison Avenue Jacksonville, FL 32204-2370

   B. The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

      2198 Edison Avenue Jacksonville, FL 32204-2370

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office 2198 Edison Avenue Jacksonville, FL, 32204-2730 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

(a) the date the Agency acquired the real property,

(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before September 30, 2013. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Planning & Production. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline, 877-693-5236.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 425171-2-94-13

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

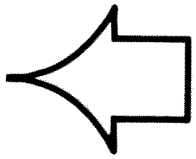
City of Palatka
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT



See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Robert L. Parks, PE
DEPARTMENT OF TRANSPORTATION

Director of Planning & Production
TITLE

Financial Project No. 425171-2-94-13

Contract No. _____

Agreement Date _____

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Palatka
4015 Reid Street Palatka, FL 32177
referenced by the above Financial Project Number.

PROJECT LOCATION:

Palatka Municipal-Lt. Kay Larkin Field

PROJECT DESCRIPTION:

Design and Rehab Taxiway C,Drainage,Testing, Serveing, Project Management and Administration

SPECIAL CONSIDERATIONS BY AGENCY:
The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

e audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.
Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase, Master Plan, or Planning Study
1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the

Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. Percentage Completed. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.

b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

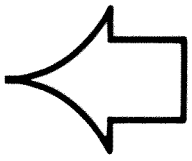
- No invoice activity for 6 month or
- No contract activity for 18 months

FIN # 42517129413
Contract No. _____

EXHIBIT "A.1"
PROJECT SCHEDULE

ITEM	ESTIMATED DATE
Consultant Selection	COMPLTETED
90% Design	Jan 2013
100% Design	March 2013
Bid Project	April 2013
Award Project	May 2013
Start Project Construction	May 2013
Construction 50% Complete	July 2013
Construction 75% Complete	August 2013
Complete Project Construction	September 2013
Close Project Out (120 days following project completion date)	Dec. 2013

This schedule represents out best faith estimate for completion of this project. The agency/applicant agree to apply its best efforts to implement the project in a timely fashion and agree to notify the Department promptly of any delays that might impact the schedule noted above.



_____
Print Name

_____
Signature and Date
(In blue ink)
Individual Authorized by agency to manage contract activity.

Financial Project No. 425171-2-94-13

Contract No. _____

Agreement Date _____

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and City of Palatka

4015 Reid Street Palatka, FL 32177

referenced by the above Financial Project Number.

I.	PROJECT COST:					$1,463,409.00
	TOTAL PROJECT COST:					$1,463,409.00
II.	PARTICIPATION:					
	Maximum Federal Participation					
	FAA	(90	%)	or	$	1,317,067.00
	Agency Participation					
	In-Kind	(	%)	or	$	
	Cash	(5	%)	or	$	73,171.00
	Other	(	%)	or	$	
	Maximum Department Participation,					
	Primary					
	DPTO	(5	%)	or	$	73,171.00
	Federal Reimbursable	(	%)	or	$	
	Local Reimbursable	(	%)	or	$	
	TOTAL PROJECT COST:					$1,463,409.00

Financial Project No. 425171-2-94-13

Contract No. _____

Agreement Date _____

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Palatka
4015 Reid Street Palatka, FL 32177

A. General

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

2. Obligation: The Agency shall honor these assurances for the duration of this Agreement. If the Agency takes any action that is not consistent with these assurances, the full amount of this Agreement will immediately become due and payable to the Florida Department of Transportation.

B. General Assurances

The Agency hereby assures that:

1. Good Title: It holds good title, satisfactory to the Department, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Department that good title will be acquired.

2. Preserving Rights and Powers:

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Agency. This shall be done in a manner acceptable to the Department.

b. If an arrangement is made for management and operation of the airport by any agency or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained according to applicable federal and state laws, regulations, and rules.

3. Hazard Removal & Mitigation: It will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

4. Compatible Land Use: It will take appropriate action to ensure local government adoption of airport zoning ordinances that comply with Chapter 333, F.S. The ordinances shall address height restrictions and other potential aviation hazards and limitations on incompatible land uses in the vicinity of the airport. The vicinity of the airport includes all areas that will be affected by normal aircraft operations and noise.

The Agency assures that it will take appropriate action to oppose and/or disapprove any attempted change in local land use regulations that would adversely affect the continued level of airport operations by the creation or expansion of incompatible land use areas. The Agency assures that it will provide the Department with a copy of all local airport zoning ordinances, codes, rules, regulations, and amendments, including proposed and granted variances thereto.

5. Consistency with Local Plans: It will take appropriate actions to have the current airport master plan adopted into the local government comprehensive plan at the earliest feasible opportunity.

6. Airport Layout Plan:

a. It will keep a layout plan of the airport up to date showing:

(1) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) Location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) Location of all existing and proposed non-aviation areas and of all existing improvements thereon.

b. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department. The Agency will not make or permit any changes or alterations in the airport or any of its facilities that are not in conformity with the airport layout plan as approved by the Department and which might, in the opinion of the Department, adversely affect the safety, utility, or efficiency of the airport.

7. Fee and Rental Structure: It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport taking into account such factors as the volume of traffic and economy of collection. If this Agreement results in a facility that will be leased or otherwise produces revenue, the Agency assures that the revenue will be at fair market value or higher.

8. Airport Revenue: That all revenue generated by the airport will be expended for capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

9. Financial Plan: It will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements depicted in the airport layout plan. The financial plan shall be a part of the airport master plan. The financial plan shall realistically assess project phasing considering availability of state funding and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system. All project cost estimates contained in the financial plan shall be entered in the Joint Automated Capital Improvement Program (JACIP) Online Web site. The JACIP Online information shall be kept current as the financial plan is updated.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

10. Operation & Maintenance: The airport and all facilities which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation. The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department. The Agency will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when flooding or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Agency.

11. Economic Nondiscrimination: It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

12. Exclusive Rights: It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

13. Federal Funding Eligibility: It will take appropriate actions to maintain federal funding eligibility for the airport. Further, it will avoid any action that renders the airport ineligible for federal funding.

14. Termination of Agreement: It will make expenditures or incur obligations pertaining to this Agreement within two years after the date of this Agreement or the Department of Transportation may terminate this Agreement. The Agency may request a one-year extension of this two-year time period. The District Secretary shall have approval authority.

15. Retention of Rights and Interests: It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in the Agreement without approval by the Department.

16. Consultant, Contractor, Scope, and Cost Approval: It will grant the Department the right to disapprove the Agency's employment of specific consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department. Further, the Agency assures that it will grant the Department the right to disapprove the proposed project scope and cost of professional services.

17. Airfield Access: The Agency will not grant or allow easement or access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage.

18. Project Development: All project related work will comply with federal, state, and professional standards; applicable Federal Aviation Administration advisory circulars; and Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*.

C. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

1. Project Scope: Execute the project in accordance with the approved project narrative or with approved modifications.

2. Reports: Furnish the Department with such periodic project and work activity reports as required.

3. **Public Information:** Make such material available for examination by the public. No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

4. Disclosure: Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

5. Department Guidelines: Comply with Department airport master planning guidelines if the project involves airport master planning or developing an airport layout plan. This includes:

a. Providing copies, in electronic and editable format, of final project materials to the Department. This includes computer-aided drafting (CAD) files of the airport layout plan.

b. Developing a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the airport master plan or depicted in the airport layout plan. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system.

c. Entering all projects contained in the cost-feasible plan out to twenty years in the Joint Automated Capital Improvement Program (JACIP) database.

6. No Implied Commitments: Understand and agree that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

D. Land Acquisition Projects

If this project involves land purchase, the Agency assures that it will:

1. Applicable Laws: Acquire the land interest in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; the National Environmental Policy of 1969; FAA Order 5100.37A; FAA Order 5050.4A.; chapters 73 and 74, F.S., when property is acquired through condemnation; and section 286.23, F.S.

2. Administration: Maintain direct control of project administration, including:

a. Maintaining responsibility for all contract letting and administrative procedures necessary for the acquisition of the land interests.

b. Securing written permission from the Department to execute each agreement with any third party.

c. Furnishing a projected schedule of events and a cash flow projection within twenty (20) calendar days after completion of the review appraisal.

d. Establishing a project account for purchase of land interests.

e. Collecting and disbursing federal, state, and local project funds.

3. Loans: Comply with the following requirements if the funding conveyed by this Agreement is a loan for land purchase according to Chapter 332, F.S.:

a. The Agency shall apply for a Federal Aviation Administration Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

b. If federal funds are received for the land purchase, the Agency shall notify the Department by U.S. Mail within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares as described in Chapter 332, F.S.

c. If federal funds are not received for the land purchase, the Agency shall reimburse the Department to achieve normal project state and local funding shares as described in Chapter 332, F.S., within 30 calendar days after the loan matures.

d. If federal funds are not received for the land purchase and the state funding share of the land purchase is less than or equal to normal state and local funding shares as described in Chapter 332, F.S., when the loan matures, no reimbursement to the Department shall be required.

4. New Airports:

a. Protect the airport and related airspace by ensuring local government adoption of an airport zoning ordinance or amending an existing airport zoning ordinance, consistent with the provisions of Chapter 333, F.S., prior to the completion of the project.

b. Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

c. Complete an airport master plan within two years of land purchase.

d. Complete construction necessary for basic airport operation within ten years of land purchase.

5. Use of Land: The Agency shall use the land for aviation purposes in accordance with the terms of this Agreement within ten years after the acquisition date.

6. Disposal of land: For land purchased under an Agreement for airport noise compatibility or airport development purposes, disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

E. Aviation Construction Projects

If this project involves construction, the Agency assures that it will:

1. Certifications: Provide certifications that:

a. Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

b. All design plans and specifications comply with federal, state, and professional standards and applicable Federal Aviation Administration advisory circulars.

c. The project complies with all applicable building codes and other statutory requirements.

d. Completed construction complies with the project plans and specifications. Such certification must include an attestation from the Engineer that the project was completed per the approved project plans and specifications.

2. Design Development Criteria: The plans, specifications, construction contract documents, and any and all other similar engineering, construction, and contractual documents produced by the Engineer for the project is hereinafter collectively referred to as "plans" in this Exhibit.

Plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

Plans shall be consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement.

The Engineer shall perform a thorough review of the requirements of the following standards and make a determination as to their applicability to this project. Plans produced for this project shall be developed in compliance with the applicable requirements of these standards:

- Federal Aviation Administration Regulations and Advisory Circulars
- Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*
- Florida Department Of Transportation Standard Specifications For Construction Of General Aviation Airports
- Manual Of Uniform Minimum Standards For Design, Construction And Maintenance For Streets And Highways, commonly referred to as the Florida Greenbook
- Manual on Uniform Traffic Control Devices

Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations that apply to the scope and location of the project.

3. Construction Inspection & Approval: Provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project. The Agency assures that it will allow the Department to inspect the work. The Department may require cost and progress reporting by the Agency.

4. Pavement Preventative Maintenance: With respect to a project for the replacement or reconstruction of pavement at the airport, implement an effective airport pavement maintenance management program and the Agency assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

F. Noise Mitigation Projects

If this project involves noise mitigation, the Agency assures that it will:

1. Local Government Agreements: For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, enter into an agreement with that government. The agreement shall obligate the unit of local government to the same terms, conditions, and assurances that apply to the Agency. The agreement and changes

hereto must be satisfactory to the Department. The Agency assures that it will take steps to enforce the agreement if there is ubstantial non-compliance with the terms of the agreement.

2. Private Agreements: For noise compatibility projects to be carried out on privately owned property, enter into an agreement with the owner of that property to exclude future actions against the airport. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 425171-2-94-13

Contract No. _____

Agreement Date _____

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

(e.g., What services or purposes the resources must be used for)
(e.g., Eligibility requirements for recipients of the resources)
(Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
		$

Compliance Requirements

STATE RESOURCES

State Agency	Catalog of State Assistance (Number & Title)	Amount
Florida Department of Transportation	55.004	$73,171.00

Compliance Requirements

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:
- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects;
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

-Land acquisition (for land in an approved master plan or ALP);
-Mitigation land (on or off airport);
-Aviation easements;
-Right of way;
-Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

-Any airport improvement and land purchase that will enhance economic impact;
-Building for lease;
-Industrial park infrastructure and buildings;
-General aviation terminals that will be 100 percent leased out;
-Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

EXHIBIT "D"

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans
The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
		$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

Agenda Item

8

COMMISSION AGENDA ITEM

SUBJECT: Resolution approving a JPA Between FDOT and the City of Palatka to Design & Construct South Airport Drainage Facilities.

DEPARTMENT: Airport

ATTACHMENTS: Ordinance X Resolution Motion

X Support Documents: Copy of JPA/Map

SUMMARY: A five (5) acre parcel of airport property, located in the southwest quadrant of the airfield needs to be made construction ready for a major development project (See attached map). The City/Airport are in the midst of negotiating a partnership with a local individual who is interested in funding and building a large manufacturing facility, currently planned to be 50,000 sq. feet. It is to be used to build amphibious airplanes and to establish a U.S. distributorship for an imported airplane engine.

Items described in the attached JPA are: design, survey, project management and permitting, for construction of drainage and utilities installation (electric, water, and sewage). Funding for this project is to be shared between the FOOT and the City of Palatka as follows: FDOT share--$266.829.00, City matching share--$66,708.00. There are a number of options to help with funding the required match. Option #1 is to use profit from the selling of surplus material (lime rock and millings), if there is any are left over from covering the matching funding for another project, namely, the Taxiway "C" rehabilitation project. Option #2 is to use money gained from the pending sale of 1.4 acres of previously declared surplus land, located at 10 Kay Larkin Cr. and estimated at $55,000. Option #3 is to request the individual involved in the partnership to pay for all or at least a great portion of his rent for the respective 5 acre parcel "up front" and use this for the required match.

The partnership arrangement calls for the City to secure all permitting and perform the following: site preparation, utilities installation, construct the airplane parking ramp and taxiway access and build the automobile parking lot for the business. This encompasses basically all of the "horizontal work." The business owner is to then fund and build the facility, basically the "vertical work." The estimated cost to build the building is four million dollars ($4,000,000.00). The parties will then enter into a land lease agreement. At the end of the contract term ownership of the facility reverts to the City. The large scope of the City's horizontal work will require an additional phase or two and funding to complete. This project request is for phase one. Another $347.225.00 is programed by the FDOT for the airport next year and is to be used in phase two. Barring no major funding reductions at the FDOT, the second grant will become available on July 1, 2013. The required match for that grant will be $86,806. Given the respective business plan's prediction to produce ten (10) jobs in the first year and 20-25 by year five, additional funding may be available through state agencies and help to complete and/or enhance the project.

The developer's plan is to manufacture and market his aircraft, not only in the U.S, but in South America where he has other business interests and spends considerable time. He forecasts even stronger sales potential in South America than in America. He also has a desire to expand on his business concept by hosting aircraft builders, enthusiasts involved in general aviation, at his facility in Palatka to complete their respective aircraft projects and do so with the aid of his staff, facility and specialized equipment. This project, if/when completed will provide great publicity throughout general aviation in the State, Southeast and other areas of the Country and South America. It will contribute to making the airport more viable as the biggest business (and facility) on the airfield. Additionally, it will work to foster additional investments in other aviation related endeavors.

RECOMMENDED ACTION: Adopt Resolution No. 9 – 29 authorizing an agreement with FDOT for a JPA in the amount of $266,829.00.

Recommending Department Head: John Youell (Airport) Date: Sept 5, 2012

Requested Agenda: City Commission meeting 9/13/12

FINANCE DEPARTMENT Budgeted ✓ Yes _No _N/A Date: 9/6/12

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER: Approved Agenda Item For: Date: 9/6/12

COMMISSION ACTION:

Approved as Recommended
Approved With Modification
Other

Disapproved
Tabled To Time Certain

RESOLUTION NO. 9-29

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A *'JOINT PARTICIPATION AGREEMENT'* WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF SOUTH AIRPORT DRAINAGE, UTILITIES, PERMITTING, SURVEYING, PROJECT MANAGEMENT AND ADMINISTRATION AT PALATKA'S KAY LARKIN MUNICIPAL AIRPORT

WHEREAS, the City of Palatka and the Florida Department of Transportation have reached an agreement for the Design and Construction of South Airport Drainage, Utilities, Permitting, Surveying, Project Management and Administration at the Palatka Municipal Airport, and

WHEREAS, the Florida Department of Transportation has proposed a Joint Participation Agreement with the City of Palatka for the above project identified as F.P. Number 42517119413; and

WHEREAS, the total project cost for the above described project at Kay Larkin Municipal Airport is $333,537.00 with the Florida Department of Transportation funding 80% or $266,829.00; and the City of Palatka funding 20% or $66,708.00, which is proposed in the F/Y 2012-13 Budget; and

WHEREAS, it is in the best interest of the City of Palatka to go forward with the Joint Participation Agreement.

NOW THEREFORE, be it resolved that the Mayor, Vernon Myers, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Joint Participation Agreement on behalf of the City of Palatka for the Design and Construction of South Airport Drainage, Utilities, Permitting, Surveying, Project Management and Administration at the Kay Larkin Municipal Airport, F.P. Number 42517119413.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign requests for Contract Time Extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.

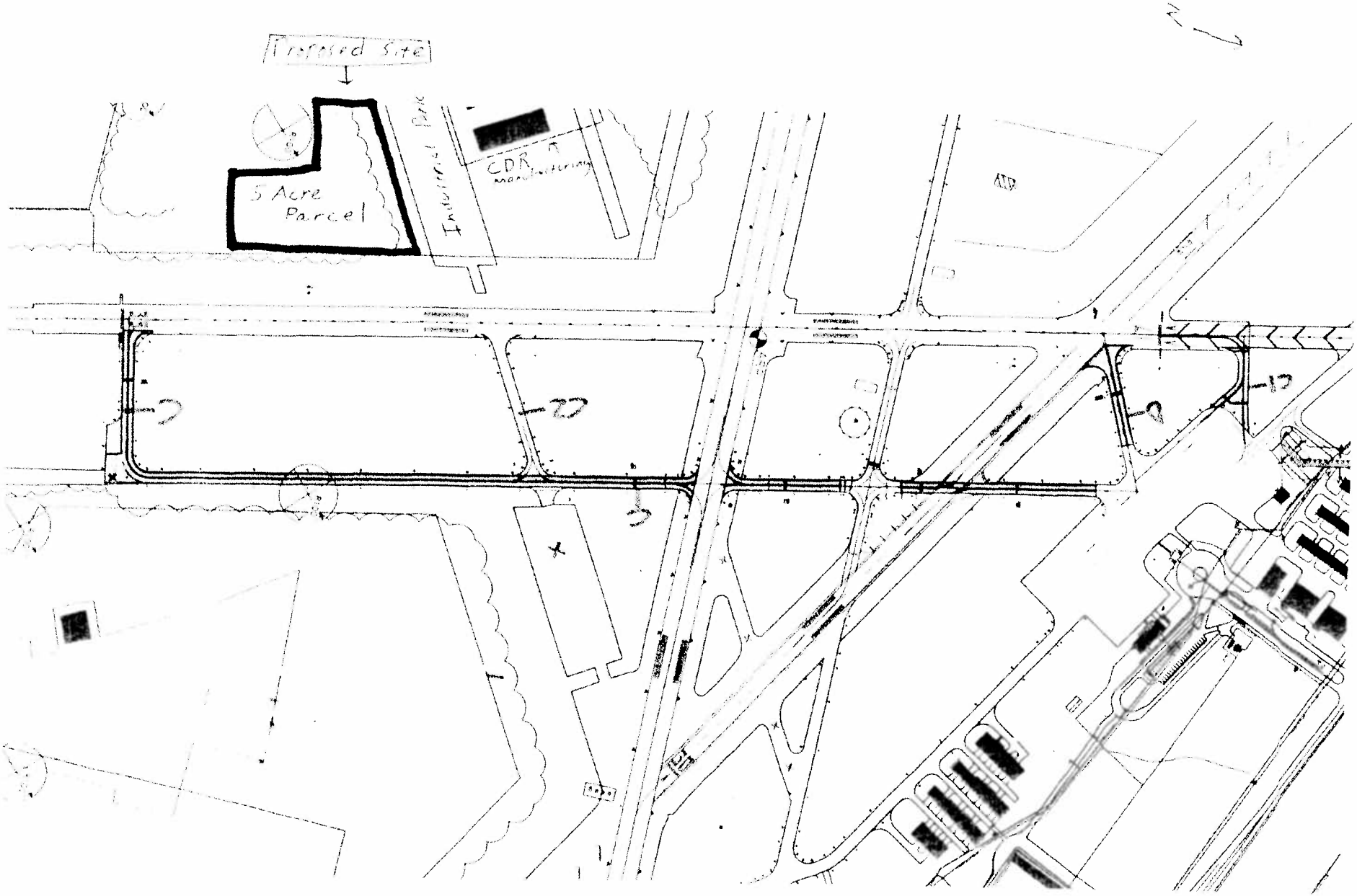
PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 13th day of September, 2012.

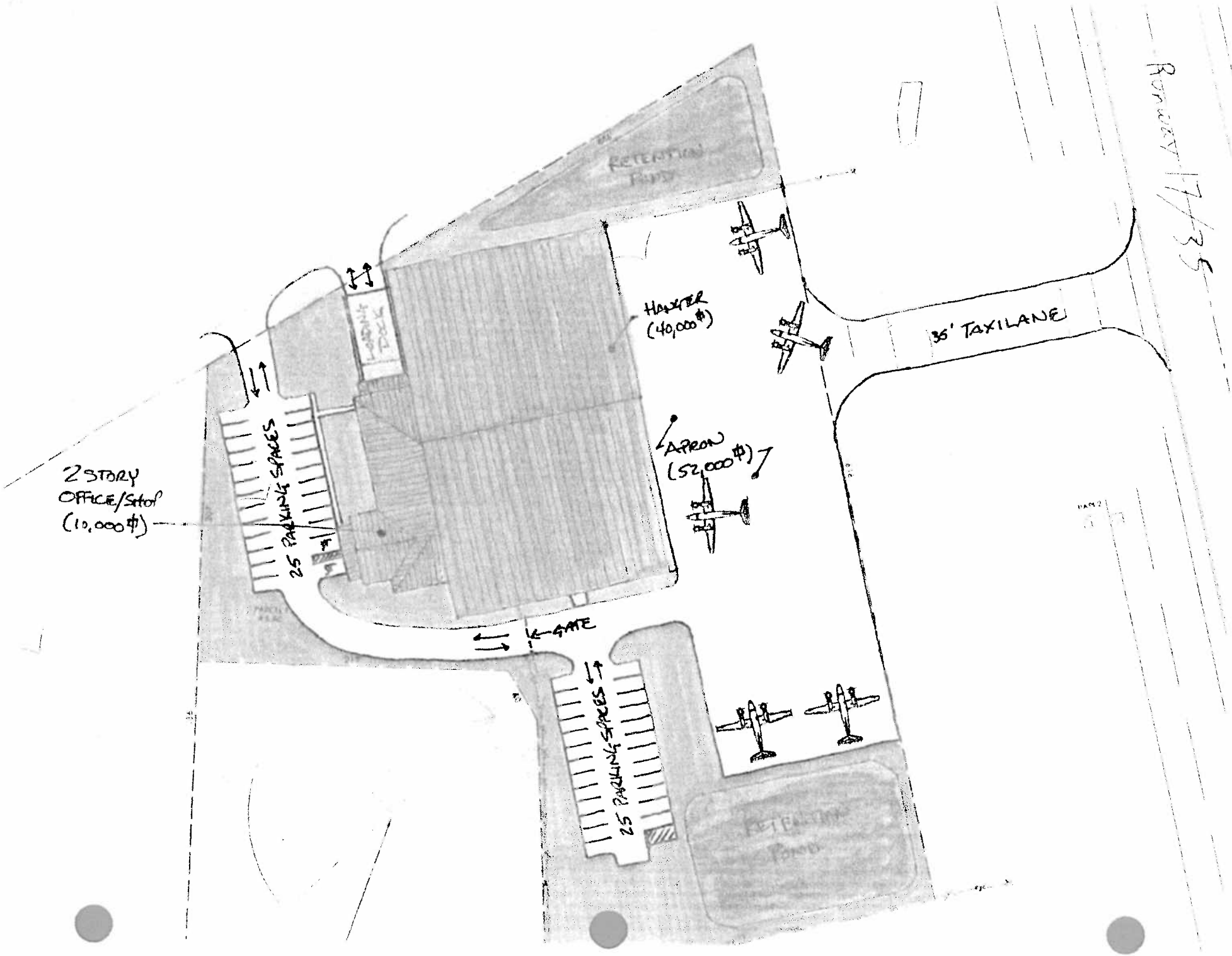
CITY OF PALATKA

BY:_____
Its Mayor

ATTEST:

_____
City Clerk


Proposed Site
5 Acre Parcel
Industrial Park
CDR Manufacturing


RETENTION POND
HANGER (40,000 ft²)
35' TAXILANE
APRON (52,000 ft²)
2 STORY OFFICE/SHOP (10,000 ft²)
25 PARKING SPACES
GATE
25 PARKING SPACES
RETENTION POND
RUNWAY 17/35

Florida Department of Transportation

RICK SCOTT
GOVERNOR

2198 Edison Ave.
Jacksonville, FL 32204-2730

ANANTH PRASAD, P.E.
SECRETARY

August 20, 2012

Michael J. Czymbor
City Manager, City of Palatka
201 North 2nd Street,
Palatka Fl, 32177

RE: FIN# 4251719413

Dear Mr. Czymbor,

We are pleased to enclose original Joint Participation Agreements (JPA) for the above referenced project. I will need the JPA and project schedule signed, and returned along with your resolution, so that the JPA can be executed.

"There has been new language added the JPA that the agency has to agree with. The language is in paragraph 25.00. It requires state agencies under the direction of the Governor to include in all state contracts a requirement that contractors utilize the E-Verify system to verify the employment eligibility. Also, the language on Attachment "A" has been updated per Section 215.971, Florida Statutes, to establish quantifiable, measurable, and verifiable units for invoiceing."

Please be reminded that to remain eligible for State funding participation, it will be mandatory that compliance with the JPA requirements be completed and documented in our project files prior to project close-out.

If you have any questions concerning this project, please feel free to contact me.

Sincerely,

Gene Lampp
District Aviation Specialist – FDOT
2198 Edison Ave. M/S 2813
Jacksonville, Fl. 32204-2730
gene.lampp@dot.state.fl.us
(904) 360-5667

PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project No.: 25171-1-94-13 (item-segment-phase-sequence)	Fund: DPTO	FLAIR Approp.: 088719
	Function: 637	FLAIR Obj.: 750004
	Federal No.:	Org. Code: 55042010228
Contract No.:	DUNS No.: 80-939-7102	Vendor No.: VF596000401002
CFDA Number:	CSFA Number: 55.004	

THIS AGREEMENT, made and entered into this _____ day of _____, _____,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and City of Palatka

4015 Reid Street Palatka, FL 32177

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before September 30, 2014 and this Agreement will expire unless a time extension is provided

in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

332.006(6) ,
Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Design and Construction of South Airport Drainage, Utilities, Permitting, Serveying, Project Management and Administration

and as further described in Exhibit(s) A,B,C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is $ 333,537.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 266,829.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement;

(c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☑ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☑ is not applicable. If applicable, __ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500, 000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      2198 Edison Avenue Jacksonville, FL 32204-2370

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   2198 Edison Avenue Jacksonville, FL 32204-2370

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

2198 Edison Avenue Jacksonville, FL 32204-2370

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      2198 Edison Avenue Jacksonville, FL 32204-2370

   B. The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

      2198 Edison Avenue Jacksonville, FL 32204-2370

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office 2198 Edison Avenue Jacksonville, FL, 32204-2730 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

(a) the date the Agency acquired the real property,

(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before September 30, 2014. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Planning and Production. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline, 877-693-5236.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

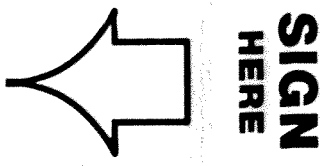
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 425171-1-94-13

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY	FDOT
	
City of Palatka	
AGENCY NAME	See attached Encumbrance Form for date of Funding Approval by Comptroller
SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
	Robert L. Parks, PE
SIGNATURE	DEPARTMENT OF TRANSPORTATION
	Director of Planning & Production
TITLE	TITLE

Financial Project No. 425171-1-94-13

Contract No. _____

Agreement Date _____

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Palatka
4015 Reid Street Palatka, FL 32177
eferenced by the above Financial Project Number.

PROJECT LOCATION:

Palatka Municipal-Lt. Kay Larkin Field

PROJECT DESCRIPTION:

Design and Construction of South Airport Drainage, Utilities, Permitting, Serveying, Project Management and Administration

SPECIAL CONSIDERATIONS BY AGENCY:
The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

Scope of Services

Design Phase
1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase
4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
a. Percentage Completed. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

percentages of and/or task completions are correct and that the amounts indicated on the invoice are correc

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

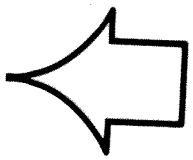
- No invoice activity for 6 month or
- No contract activity for 18 months

FIN # 42571719413
Contract No. _____

EXHIBIT "A.1"
PROJECT SCHEDULE

ITEM	ESTIMATED DATE
Consultant Selection	COMPLTETED
90% Design	Jan 2013
100% Design	Apr 2013
Bid Project	May 2013
Award Project	June 2013
Start Project Construction	June 2013
Construction 50% Complete	Mar. 2014
Construction 75% Complete	June 2014
Complete Project Construction	Sept 2014
Close Project Out (120 days following project completion date)	Dec. 2014

This schedule represents out best faith estimate for completion of this project. The agency/applicant agree to apply its best efforts to implement the project in a timely fashion and agree to notify the Department promptly of any delays that might impact the schedule noted above.



_____
Print Name

_____
Signature and Date
(In blue ink)
Individual Authorized by agency to manage contract activity.

Financial Project No. 425171-1-94-13

Contract No. _____

Agreement Date _____

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and City of Palatka

4015 Reid Street Palatka, FL 32177

referenced by the above Financial Project Number.

I.	PROJECT COST:					$333,537.00
	TOTAL PROJECT COST:					$333,537.00
II.	PARTICIPATION:					
	Maximum Federal Participation					
	FAA	(0	%)	or	$	0.00
	Agency Participation					
	In-Kind	(	%)	or	$	
	Cash	(20	%)	or	$	66,708.00
	Other	(	%)	or	$	
	Maximum Department Participation,					
	Primary					
	DPTO	(80	%)	or	$	266,829.00
	Federal Reimbursable	(	%)	or	$	
	Local Reimbursable	(	%)	or	$	
	TOTAL PROJECT COST:					$333,537.00

Financial Project No. 425171-1-94-13

Contract No. _____

Agreement Date _____

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Palatka
4015 Reid Street Palatka, FL 32177

A. General

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

2. Obligation: The Agency shall honor these assurances for the duration of this Agreement. If the Agency takes any action that is not consistent with these assurances, the full amount of this Agreement will immediately become due and payable to the Florida Department of Transportation.

B. General Assurances

The Agency hereby assures that:

. Good Title: It holds good title, satisfactory to the Department, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Department that good title will be acquired.

2. Preserving Rights and Powers:

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Agency. This shall be done in a manner acceptable to the Department.

b. If an arrangement is made for management and operation of the airport by any agency or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained according to applicable federal and state laws, regulations, and rules.

3. Hazard Removal & Mitigation: It will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

4. **Compatible Land Use:** It will take appropriate action to ensure local government adoption of airport zoning ordinances that comply with Chapter 333, F.S. The ordinances shall address height restrictions and other potential aviation hazards and limitations on incompatible land uses in the vicinity of the airport. The vicinity of the airport includes all areas that will be affected by normal aircraft operations and noise.

The Agency assures that it will take appropriate action to oppose and/or disapprove any attempted change in local land use regulations that would adversely affect the continued level of airport operations by the creation or expansion of incompatible land use areas. The Agency assures that it will provide the Department with a copy of all local airport zoning ordinances, codes, rules, regulations, and amendments, including proposed and granted variances thereto.

5. **Consistency with Local Plans:** It will take appropriate actions to have the current airport master plan adopted into the local government comprehensive plan at the earliest feasible opportunity.

6. **Airport Layout Plan:**

a. It will keep a layout plan of the airport up to date showing:

(1) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) Location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) Location of all existing and proposed non-aviation areas and of all existing improvements thereon.

b. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department. The Agency will not make or permit any changes or alterations in the airport or any of its facilities that are not in conformity with the airport layout plan as approved by the Department and which might, in the opinion of the Department, adversely affect the safety, utility, or efficiency of the airport.

7. **Fee and Rental Structure:** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport taking into account such factors as the volume of traffic and economy of collection. If this Agreement results in a facility that will be leased or otherwise produces revenue, the Agency assures that the revenue will be at fair market value or higher.

8. **Airport Revenue:** That all revenue generated by the airport will be expended for capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

9. **Financial Plan:** It will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements depicted in the airport layout plan. The financial plan shall be a part of the airport master plan. The financial plan shall realistically assess project phasing considering availability of state funding and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system. All project cost estimates contained in the financial plan shall be entered in the Joint Automated Capital Improvement Program (JACIP) Online Web site. The JACIP Online information shall be kept current as the financial plan is updated.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

Operation & Maintenance: The airport and all facilities which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation. The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department. The Agency will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when flooding or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Agency.

11. Economic Nondiscrimination: It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

12. Exclusive Rights: It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

13. Federal Funding Eligibility: It will take appropriate actions to maintain federal funding eligibility for the airport. Further, it will avoid any action that renders the airport ineligible for federal funding.

14. Termination of Agreement: It will make expenditures or incur obligations pertaining to this Agreement within two years after the date of this Agreement or the Department of Transportation may terminate this Agreement. The Agency may request a one-year extension of this two-year time period. The District Secretary shall have approval authority.

15. Retention of Rights and Interests: It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in the Agreement without approval by the Department.

16. Consultant, Contractor, Scope, and Cost Approval: It will grant the Department the right to disapprove the Agency's employment of specific consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department. Further, the Agency assures that it will grant the Department the right to disapprove the proposed project scope and cost of professional services.

17. Airfield Access: The Agency will not grant or allow easement or access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage.

18. Project Development: All project related work will comply with federal, state, and professional standards; applicable Federal Aviation Administration advisory circulars; and Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*.

C. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

Project Scope: Execute the project in accordance with the approved project narrative or with approved modifications.

2. Reports: Furnish the Department with such periodic project and work activity reports as required.

3. Public Information: Make such material available for examination by the public. No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

4. Disclosure: Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

5. Department Guidelines: Comply with Department airport master planning guidelines if the project involves airport master planning or developing an airport layout plan. This includes:

a. Providing copies, in electronic and editable format, of final project materials to the Department. This includes computer-aided drafting (CAD) files of the airport layout plan.

b. Developing a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the airport master plan or depicted in the airport layout plan. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system.

c. Entering all projects contained in the cost-feasible plan out to twenty years in the Joint Automated Capital Improvement Program (JACIP) database.

6. No Implied Commitments: Understand and agree that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

D. Land Acquisition Projects

If this project involves land purchase, the Agency assures that it will:

1. Applicable Laws: Acquire the land interest in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; the National Environmental Policy of 1969; FAA Order 5100.37A; FAA Order 5050.4A.; chapters 73 and 74, F.S., when property is acquired through condemnation; and section 286.23, F.S.

2. Administration: Maintain direct control of project administration, including:

a. Maintaining responsibility for all contract letting and administrative procedures necessary for the acquisition of the land interests.

b. Securing written permission from the Department to execute each agreement with any third party.

c. Furnishing a projected schedule of events and a cash flow projection within twenty (20) calendar days after completion of the review appraisal.

d. Establishing a project account for purchase of land interests.

e. Collecting and disbursing federal, state, and local project funds.

3. Loans: Comply with the following requirements if the funding conveyed by this Agreement is a loan for land purchase according to Chapter 332, F.S.:

a. The Agency shall apply for a Federal Aviation Administration Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

b. If federal funds are received for the land purchase, the Agency shall notify the Department by U.S. Mail within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares as described in Chapter 332, F.S.

c. If federal funds are not received for the land purchase, the Agency shall reimburse the Department to achieve normal project state and local funding shares as described in Chapter 332, F.S., within 30 calendar days after the loan matures.

d. If federal funds are not received for the land purchase and the state funding share of the land purchase is less than or equal to normal state and local funding shares as described in Chapter 332, F.S., when the loan matures, no reimbursement to the Department shall be required.

4. New Airports:

a. Protect the airport and related airspace by ensuring local government adoption of an airport zoning ordinance or amending an existing airport zoning ordinance, consistent with the provisions of Chapter 333, F.S., prior to the completion of the project.

b. Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

c. Complete an airport master plan within two years of land purchase.

d. Complete construction necessary for basic airport operation within ten years of land purchase.

5. Use of Land: The Agency shall use the land for aviation purposes in accordance with the terms of this Agreement within ten years after the acquisition date.

6. Disposal of land: For land purchased under an Agreement for airport noise compatibility or airport development purposes, disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

E. Aviation Construction Projects

If this project involves construction, the Agency assures that it will:

1. Certifications: Provide certifications that:

a. Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

b. All design plans and specifications comply with federal, state, and professional standards and applicable Federal Aviation Administration advisory circulars.

c. The project complies with all applicable building codes and other statutory requirements.

d. Completed construction complies with the project plans and specifications. Such certification must include an attestation from the Engineer that the project was completed per the approved project plans and specifications.

2. Design Development Criteria: The plans, specifications, construction contract documents, and any and all other similar engineering, construction, and contractual documents produced by the Engineer for the project is hereinafter collectively referred to as "plans" in this Exhibit.

Plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

Plans shall be consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement.

The Engineer shall perform a thorough review of the requirements of the following standards and make a determination as to their applicability to this project. Plans produced for this project shall be developed in compliance with the applicable requirements of these standards:

- Federal Aviation Administration Regulations and Advisory Circulars
- Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*
- Florida Department Of Transportation Standard Specifications For Construction Of General Aviation Airports
- Manual Of Uniform Minimum Standards For Design, Construction And Maintenance For Streets And Highways, commonly referred to as the Florida Greenbook
- Manual on Uniform Traffic Control Devices

Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations that apply to the scope and location of the project.

3. Construction Inspection & Approval: Provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project. The Agency assures that it will allow the Department to inspect the work. The Department may require cost and progress reporting by the Agency.

4. Pavement Preventative Maintenance: With respect to a project for the replacement or reconstruction of pavement at the airport, implement an effective airport pavement maintenance management program and the Agency assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

F. Noise Mitigation Projects

If this project involves noise mitigation, the Agency assures that it will:

1. Local Government Agreements: For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, enter into an agreement with that government. The agreement shall obligate the unit of local government to the same terms, conditions, and assurances that apply to the Agency. The agreement and changes

hereto must be satisfactory to the Department. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

2. **Private Agreements:** For noise compatibility projects to be carried out on privately owned property, enter into an agreement with the owner of that property to exclude future actions against the airport. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 425171-1-94-13

Contract No. _____

Agreement Date _____

EXHIBIT "D"

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

(e.g., What services or purposes the resources must be used for)
(e.g., Eligibility requirements for recipients of the resources)
(Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
		$

Compliance Requirements

STATE RESOURCES

State Agency	Catalog of State Assistance (Number & Title)	Amount
Florida Department of Transportation	55.004	$266,829.00

Compliance Requirements

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects;
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

-Land acquisition (for land in an approved master plan or ALP);
-Mitigation land (on or off airport);
-Aviation easements;
-Right of way;
-Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

-Any airport improvement and land purchase that will enhance economic impact;
-Building for lease;
-Industrial park infrastructure and buildings;
-General aviation terminals that will be 100 percent leased out;
-Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

EXHIBIT "D"

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans
The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
		$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

Agenda Item

9

CITY COMMISSION AGENDA ITEM

SUBJECT: RESOLUTION authorizing acceptance of University of Florida Greenprint Master Plan Proposal

DEPARTMENT: Admin/CRA

ATTACHMENTS: ___ Ordinance _X_ Resolution ___ Motion
___ Support Documents ___ Other

SUMMARY: The CRA meets on 9/13/12 to consider a proposal from the University of Florida College of Design & Engineering for the development of a Greenprint Master Plan for the Central Business District (CBD). This proposal is in amount not to exceed $6,000.00 and is included in a CRA CBD-TIF budget amendment to be considered at this meeting. Provided the CRA recommends acceptance of this proposal, and the City Commission agrees, adoption of this Resolution authorizes the City Manager to execute all documents associated with this proposal.

RECOMMENDED ACTION: Adopt Resolution No. 9-30 authorizing acceptance of this proposal and authorizing execution of all documents associated therewith.

DEPARTMENT HEAD	Submitted: Douglas A. Griffith	Date: 8-30-12
	Requested Agenda _____	Date: 9-13-12
FINANCE DEPARTMENT	Budgeted √ Yes ___No ___N/A	Date: 9/6/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For: (initials)	Date: 9/6/12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___APT ___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S ___W&S ___WTP ___WWTP

RESOLUTION No. 9 - 30

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA ACCEPTING A PROPOSAL FROM THE UNIVERSITY OF FLORIDA TO PREPARE A COMMUNITY GREENPRINT MASTER PLAN, AND AUTHORIZING EXECUTION AND SUBMITTAL OF ALL NECESSARY DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the University of Florida College of Design, Construction & Planning has submitted a proposal incident to the preparation of a Community Greenprint master plan for the CBD Community Redevelopment Area for an amount not to exceed $6,000.00, which is proposed in the FY 2012-13 CRA Budget; and

WHEREAS, the Community Redevelopment Agency and the Palatka City Commission have determined this is compliant with the provisions of the Community Redevelopment Area Plan, and it is in the public's best interest to move forward with the preparation of said master plan.

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 contract with the University of Florida College of Design, Construction and Planning in an amount not to exceed $6,000.00, with the primary purpose being to develop a Community Greenprint for the Community Redevelopment Agency Area (The PROJECT); and

BE IT FURTHER RESOLVED that the City Manager is authorized to sign all other documents as may be required in support of the PROJECT.

PASSED AND ADOPTED by the Palatka City Commission on this **13th day of September, 2012.**

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

_____

CITY ATTORNEY

Agenda Item

10 a, b & c

CITY COMMISSION AGENDA ITEM

SUBJECT: 102 PHILLIPS DAIRY ROAD - ORDINANCES ANNEXING, AMENDING THE FUTURE LAND USE MAP AND REZONING – 2ND READING AND/OR ADOPTION

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: _X_ Ordinance ___ Resolution ___ Motion
_X_ Support Documents ___ Other

SUMMARY: This is an owner-initiated request to annex property into the City, amend Comprehensive Plan Future Land Use Map from County US (Urban Service) to City COM (Commercial), and rezone from County C-2 (Commercial, Light) to City C-1 (General Commercial). The site is occupied by a structure that was formerly a single-family home, now in the process of being converted to a business (combination take-out restaurant and barbershop) under the County permitting process.

City Commission approved items on first reading on August 16, 2012; and Planning Board recommended approval at their August 7, 2012 meeting.

RECOMMENDED ACTION: Adopt annexation ordinance on 2nd reading
Adopt Future Land Use Amendment on single reading
Adopt rezoning ordinance on 2nd reading

DEPARTMENT HEAD Submitted: Thad Crowe Date: 8/31/2012
Requested Agenda Thad Crowe Date: 8/31/2012

FINANCE DEPARTMENT Budgeted ___Yes ___No X N/A Date: 9/6/12

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [signature] Date: 9/6/12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

This instrument prepared by:
Thad Crowe, AICP
City of Palatka
201 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 12 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS 102 PHILLIPS DAIRY ROAD, LOCATED IN SECTION 02, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1.

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, signed by all of the freehold owners of the property sought to be annexed, to wit:

Kenneth W. and Diane M. Schwing

WHEREAS, Chapter 171.044, Florida Statutes, permits the voluntary annexation of unincorporated areas lying adjacent and contiguous to the boundaries of the City of Palatka, and

WHEREAS, the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka;

Section 2. NOW THEREFORE, be it enacted by the people of the City of Palatka, Florida, that the following described unincorporated lands lying adjacent and contiguous to the boundaries of the City of Palatka, Florida shall henceforth be deemed and held to be

within the corporate limits of the City of Palatka, Florida said lands being described as follows:

DESCRIPTION OF PROPERTIES:
PT OF LOTS 1 + 2 OF SURVEY BY C A LEHARDY RECORDED MISC MB1 P83 OR58 PP101 102 (Being 102 Phillips Dairy Road / tax parcel # 02-10-26-0000-0220-0000)

Section 3. The property hereby annexed shall remain subject to the Putnam County Comprehensive Plan and Zoning Laws until changed by the City of Palatka.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 13th day of September, 2012.

CITY OF PALATKA

BY: _____

Its Mayor
ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 12 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THREE PARCELS OF LAND (LESS THAN 10 ACRES IN SIZE) IDENTIFIED AS 102 PHILLIPS DAIRY ROAD FROM PUTNAM COUNTY CR (COMMERCIAL) TO CITY COM (COMMERCIAL), PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 163.3187, Florida Statutes, as amended, provides for the amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(1(b), Florida Statutes, as amended, provides that a local government may amend its adopted comprehensive plan to change the land uses of up to 120 acres by small scale amendments annually, and

WHEREAS, Section 163.3187(2), Florida Statutes, as amended, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the Planning Board conducted a public hearing on August 7, 2012 and recommended approval of this amendment to the City Commission, and

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

Section 1. Adopted Small Scale Amendment

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

TABLE 1
ADOPTED SMALL SCALE AMENDMENT

Property Tax Number	Acreage	Current Future Land Use	Amended Future Land Use
02-10-26-0000-0220-0000)	0.26	Putnam Co. US (Urban Service)	COM (Commercial)

DESCRIPTION OF PROPERTY: PT OF LOTS 1 + 2 OF SURVEY BY C A LEHARDY RECORDED MISC MB1 P83 OR58 PP101 102 (Being 102 Phillips Dairy Road / tax parcel #

Section 2. Effect on the Comprehensive Plan

The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 3. Severability

Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. Effective date

This Ordinance shall become effective thirty-one (31) days after its final passage by the City Commission of the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 13th day of September, 2012.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

_____
City Clerk

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 12 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTIES LOCATED IN SECTION 2, TOWNSHIP 10 SOUTH, RANGE 26 EAST, LOCATED AT 102 PHILLIPS DAIRY ROAD, FROM PUTNAM COUNTY C-2 (COMMERCIAL, LIGHT) TO CITY C-1 (GENERAL COMMERCIAL); PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, application has been made by Kenneth W. and Diane M. Schwing, owners of said property, to the City for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including public hearings before the Planning Board of the City of Palatka on August 7, 2012, and two public hearings before the City Commission of the City of Palatka on August 16 and September 13, 2012, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from its present zoning classification of Putnam County C-2 (Commercial, Light) to City C-1 (General Commercial) for 102 Phillips Dairy Road.

DESCRIPTION OF PROPERTIES:
PT OF LOTS 1 + 2 OF SURVEY BY C A LEHARDY RECORDED MISC MB1 P83 OR58 PP101 102 (Being 102 Phillips Dairy Road / tax parcel # 02-10-26-0000-0220-0000)

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 13th day of September, 2012.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

_____
City Clerk

CITY OF PALATKA
PLANNING BOARD MEETING MINUTES
August 7, 2012

The meeting was called to order by Chairman Carl Stewart at 4:00 pm. **Other members present:** Earl Wallace, George DeLoach, Anthony Harwell, Daniel Sheffield, Lavinia Moody and Judith Gooding. Joseph Petrucci came in late. **Members absent:** Joe Pickens. **Also present**: Planning Director Thad Crowe and Recording Secretary Deena McCamey.

Mr. Crowe welcomed Ms. Moody and Ms. Gooding as new board members.

Motion made by Mr. DeLoach and seconded by Mr. Sheffield to approve the minutes as submitted for the June 5, 2012 meeting. All present voted affirmative, motion carried.

Chairman Stewart read the appeal procedures and requested that disclosure of any ex parte communication be made prior to each case.

OLD BUSINESS

Case 11-31 Administrative request to amend Comprehensive Plan Public Facilities Element Policy D.1.2.1 to provide for exceptions, based on economic development and system efficiency considerations, to the requirement that properties receiving City water or sewer that are contiguous to the city limits be annexed, and the requirement that properties receiving City sewer service be within the City limits (tabled from the June meeting).

Mr. Crowe asked the board to table this for another month until the City Manager has been able to review this and make his comments.

Motion made by Mr. Sheffield and seconded by Ms. Moody, to table until the September meeting. All present voted affirmative, motion carried.

NEW BUSINESS

Case 12-37 Request to annex, amend the Future Land Use Map from County CR (Commercial) to COM (Commercial) and to rezone from County C-2 (Commercial, Light) to C-1(General Commercial)
Location: 102 Phillips Dairy Rd.
Owner: Kenneth W. & Diane M. Schwing
Applicant: Eddie Stovall

Mr. Crowe told the board this is a combination of annexation, amendment of the future land use map, and rezoning. The applicant wants the ability to connect to the City's utilities and plans to open a combination take-out restaurant and barbershop at this location. This building is currently being renovated and has been permitted through Putnam County's building department. Once the property is annexed, the City will allow the County to finish the permitting process but our inspectors will be closely involved making sure the renovations conform to the City's codes. Parking will be required and the property must be buffered from the neighboring single-family residence. He said this property is contiguous to the City limits because when the Sheriff's Department annexed into the city in 1987 the city then annexed the right of way of SR 19 from Reid Street to N Hwy 17.

Since the request met relevant criteria, he recommended approval of the request to annex, rezone the property to C-1 (General Commercial), and amend the Future Land Use Map to COM (Commercial).

Mr. Stewart closed the public hearing.

Motion made by Mr. Sheffield to approve staff recommendation, seconded by Mr. DeLoach. All members present voted affirmative, motion carried.

Case 12-38 Administrative request to amend Zoning Code Sec. 94-145, 94-146, 94-148, 94-149, 94-150, 94-152, 94-154, 94-155, to provide for height limits in various zoning districts, and to revise height limit for Planned Industrial Development District (Sec. 94-163).

Mr. Crowe said currently the Comprehensive Plan and Zoning Code height limits contradict each other, but reiterated the Comprehensive Plan takes precedence. He said staff wanted to provide uniform height limits in the zoning code and not have them in the comp plan. During agency review of the companion Comprehensive Plan amendment to eliminate height limits in Future Land Use Map categories, the Florida Department of Transportation (FDOT) raised a concern about potential impacts of the amendment to state roads; they believe that the Comprehensive Plan should include measurable development standards so that FDOT and other agencies can determine potential development and traffic impacts on state roads. He recommended tabling until the next meeting so staff can work out these issues with FDOT.

Motion made by Ms. Gooding to table until the next meeting, seconded by Mr. Petrucci. All members present voted affirmative, motion carried.

Case 12-39 Administrative request to amend Zoning Code Sec. 94-159 to allow for aviation-related manufacturing in AP-2 (airport related zoning district) as permitted principal use, and non-aviation-related manufacturing as permitted additional use when approved by airport advisory committee and airport manager.

Mr. Crowe said the airport zoning categories are peculiar since they were developed by a consultant who made these zoning categories specific and detailed. The AP-1 district is exclusively for runway and taxiways and AP-2 includes everything else at the airport including public and private lands. The airport manager has met with a business owner who manufactures and repairs airplanes, and this individual would like to locate his business at the municipal airport. Staff proposes allowing manufacturing in the AP-2 zoning as it is compatible with the intensive activities at the airport and the change would attract new businesses to the city. He recommended amending the Zoning Code to allow aviation-related manufacturing as a permitted use and to allow non-aviation-related manufacturing with the approval of the Airport Advisory Committee and the airport manager. An additional recommendation was to also adopt standards to require exterior lighting be shielded downwards and prohibit blinking, flashing or distracting lights, intended to enhance pilot safety.

Mr. Petrucci asked what would be considered to be non-aviation manufacturing.

Mr. Crowe said anything that processes or any kind of light processing of assembly of products not related to airplanes.

Mr. Petrucci said he was concerned about encroachment of non-aviation-related businesses at the airport.

Case 12-37: 102 Phillips Dairy Rd.
Request to Annex, Amend Comprehensive Plan Map from County CR to COM, and Rezone from County C-2 to R-1

Applicant: Kenneth W. & Diane M. Schwing

STAFF REPORT

DATE: July 31, 2012

TO: Planning Board members

FROM: Thad Crowe, AICP, Planning Director

APPLICATION REQUEST

To annex, amend FLUM from County CR (Commercial) to COM (Commercial), and rezone from C-2 (Commercial, Light) to C-1 (General Commercial). Public notice included legal advertisement, property posting, and letters to nearby property owners (within 150 feet). City departments had no objections to the proposed actions.

Figure 1: Site and Vicinity Map

APPLICATION BACKGROUND

This property is located on the east side of N. SR 19, approximately 400 feet north of the intersection of this road and Phillips Dairy Rd., which is a County road. Scattered annexations have occurred along this segment of N SR 19 (Reid St. north to US 17), including a property occupied by a building contractor, several lots to the north, the Sheriff's Office and Jail, and the County Park at US 17. The applicant wishes to convert the existing single-family residential use to a commercial use of a barbershop and take-out restaurant.

The properties under consideration currently have County single-family land use and zoning. The following table shows site and surrounding property use classifications (see also attached maps).

Table 1: Use Classifications

Property	FLUM	Zoning	Existing Use
Site	(County) CR (Commercial)	(County) C-2 (Commercial, Light)	Single-family home
Property to North	(County) CR (Commercial) (County) US (Urban Service)	(County) C-2 (Commercial, Light) (County) R-2 (Residential, Mixed)	Single-family home
Property to South	(County) CR (Commercial)	(County) IN (Industrial Light)	Oil company
Property to West (across SR 19)	County US (Urban Service)	(County) C-2 (Commercial, Light) (County) AG (Agriculture)	Churches
Property to East	(County) CR (Commercial)	(County) C-2 (Commercial, Light)	Single-family home

Figure 2: Subject Property

Figure 3: Dwelling to east

Figure 4: Commercial use to South

PROJECT ANALYSIS

Annexation Analysis
Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be "reasonably compact."

Contiguity. F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality's boundary. Annexation Ordinance # 87-16 annexed several properties along SR 19 as well as the roadway itself. Therefore the property is contiguous to the City limits as it abuts the roadway.

Compactness. The statute also provides a definition for compactness that requires an annexation to be for properties in a single area, and also precludes any action which would create or increase enclaves, pockets, or finger areas in serpentine patterns. Annexing the properties meets the standard of compactness as it is does not create an enclave, pocket, or finger area but in fact reduces the existing enclave that is generally bounded by SR 19, US 17 and Reid St.

Future Land Use Analysis
Criteria for consideration of comprehensive plan amendments under F.S. 163-3187 are shown in italics below (staff Comment follows each criterion, and comprehensive plan extracts are underlined).

List Goals, Objectives, and Policies of the Comprehensive Plan that support the proposed amendment.
The application is in keeping with the following objective and policies of the comprehensive plan, and does not conflict with other plan elements.

Policy A.1.9.3
Land Development Regulations adopted, to implement this Plan shall be based on the following land use standards:
A. Land Use Districts
2. Commercial (1,210 acres)

Land designated for commercial use is intended for activities that are predominantly associated with the sale, rental, and distribution of products or the performance of service. Commercial land use includes offices, retail, lodging, restaurants, services, commercial parks, shopping centers, or other similar business activities. Public/Institutional uses and recreational uses are allowed within the commercial land use category. The intensity of commercial use, as measured by impervious surface, should not exceed 70 percent of the parcel. The maximum height should not exceed 40 feet. Land Development Regulations shall provide requirements for buffering commercial land uses (i.e., sight access, noise) from adjacent land uses of lesser density or intensity of use. See Policy A.1.3.2.

Staff Comment: given that the property fronts on a state highway with general commercial existing and future land use and commercial zoning along the road corridor, it is suited for the Commercial FLUM category.

Provide analysis of the availability of facilities and services.

Staff Comment: the property is in close proximity to urban services and infrastructure including city water and sewer lines, as these lines run along the east side of SR 19.

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Staff Comment: This segment of SR 19 is a mixture of scattered residences, commercial uses, and undeveloped land. Given the higher traffic levels of this roadway it can be reasonably expected that the character is transitioning to predominant commercial use. Staff is not aware of any soil or topography conditions that would present problems for commercial development, nor of any natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

Staff Comment: not applicable, as this is to be determined at the next revision of the overall Comprehensive Plan.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests.

- *Low-intensity, low-density, or single-use development or uses*
- *Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*
- *Radial, strip, isolated, or ribbon development patterns.*
- *Development that fails to adequately protect and conserve natural resources and agricultural activities.*
- *Development that fails to maximize use of existing and future public facilities and services.*
- *Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.*
- *Development that fails to provide a clear separation between rural and urban uses.*
- *Development that discourages or inhibits infill development and redevelopment.*
- *Development that fails to encourage a functional mix of uses.*
- *Development that results in poor accessibility among linked or related land uses.*

Staff Comment: the location of this property immediately adjacent to the City's urbanized area ensures that urban services are available. This use does not represent urban sprawl.

Rezoning Analysis

Per Section 94-38 of the Zoning Code, the Planning Board shall study and consider the proposed zoning amendment in relation to the following criteria, which are shown in *italics* (staff comment follows each criterion).

1) When pertaining to the rezoning of land, the report and recommendations of the planning board to the city commission required by subsection (e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

a. Whether the proposed change is in conformity with the comprehensive plan.

Staff Comment: as previously noted, the application is not in conflict with the Comprehensive Plan.

b. The existing land use pattern.

Staff Comment: The property is located adjacent to an established commercial node that centers on the intersection of Reid St. and N SR 19. Existing commercial uses are located to the south.

c. Possible creation of an isolated district unrelated to adjacent and nearby districts.

Staff Comment: As part of the larger commercial node around the Reid and SR 19 intersection, this property will not be an isolated district.

d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.

Staff Comment: Roadway capacity is available on N SR 19 and the impacts of this small use on road and utility capacity will be negligible.

e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Comment: See response to c. above.

f. Whether changed or changing conditions make the passage of the proposed amendment necessary.

Staff Comment: Conditions have not changed.

g. Whether the proposed change will adversely influence living conditions in the neighborhood.

Staff Comment: The single-family use of this property is less viable given its location on a major four-lane state road. The property will be required to provide buffering for adjacent residential development to the east. To reduce impacts on adjacent residential uses, Staff recommends the less intensive commercial zoning of C-1 (General Commercial) for this parcel.

h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Comment: in terms of traffic concurrency, this roadway is not considered a failing roadway and has capacity for future development.

i. Whether the proposed change will create a drainage problem.

Staff Comment: all development must meet City and water management district stormwater retention requirements.

j. Whether the proposed change will seriously reduce light and air to adjacent areas.
Staff Comment: the size of these properties allows for a full measure of required buffering and screening from adjacent properties and general open space and tree preservation.

k. Whether the proposed change will adversely affect property values in the adjacent area.
Staff Comment: see response to g. above.

l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.
Staff Comment: based on the previous responses, the change will not negatively affect the development of adjacent properties.

m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
Staff Comment: providing a FLUM and zoning designation to a property that is similar to surrounding properties and to the existing County FLUM and zoning is not a grant of special privilege.

n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.
Staff Comment: Not applicable as the City commercial land use and zoning will be similar as the current County classification.

o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.
Staff Comment: the property is well-located to serve the neighborhood and the city with a general or neighborhood commercial use.

p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.
Staff Comment: while it is not impossible to find other sites for commercial use in the City, it is appropriate for this property to have commercial FLUM and zoning.

q. The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.
Staff Comment: not applicable.

STAFF RECOMMENDATION

As demonstrated in this report, this application meets applicable annexation, future land use amendment, and rezoning criteria. Staff recommends approval of the annexation, amendment of future land use map category to COM, and rezoning to C-1 for 102 Phillips Dairy Rd.

ATTACHMENTS: FLUM & ZONING MAPS
APPLICANT NARRATIVE

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

EGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA
CITY OF PALATKA FLORIDA

MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

August 1, 2012

Putnam County Board of County Commissioners
2509 Crill Avenue, Suite 200
Palatka FL 32177

ATTN: Chairman, Putnam County BOCC

To Whom It May Concern:

The City of Palatka hereby provides notice of its intent to hold a public hearing on August 16, 2012 and September 13, 2012, concerning the adoption of a proposed ordinance annexing the following described property into its municipal boundaries:

Address	# of Acres	Sec/Township/Range	Ord. #
102 Phillips Dairy Road	.26	02-10-26	12-34

Please see a copy of the public notice(s) attached, including a map of the property, which will run in the Palatka Daily News on August 10, 2012 and September 7, 2012. A copy of the Ordinance containing a copy of the legal description can be obtained from the Office of the City Clerk at City Hall. This notice is being provided pursuant to FS171.0446.

Please govern yourselves accordingly.

CITY OF PALATKA

Betsy J. Driggers

Betsy J. Driggers, City Clerk

BJD/kmv
Attachments
Cc: Thad Crowe, Planning Director, City of Palatka

NOTICE OF ANNEXATION AND FUTURE LAND USE MAP AMENDMENT

NOTICE is hereby given that the City Commission of the City of Palatka, Florida, at its next regular meeting to be held at 6:00 p.m. on the 13th day of September, 2012, at Palatka City Hall, 201 N. 2nd Street, Palatka, Florida, will consider the enactment of ordinances annexing and amending the Future Land Use Map of the Adopted Comprehensive Plan for the following described property into the corporate limits of the City and redefining the boundary lines of the City of Palatka to include said property as follows:

1. **CITY OF PALATKA, FLORIDA, ORDINANCE NO. 12- ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS 102 PHILLIPS DAIRY ROAD, CONTAINING .26 ACRES OF LAND; LOCATED IN SECTION 02, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING AN EFFECTIVE DATE; AND**

Accompanied by the following entitled ordinance:

2. **AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO A PARCELS OF LAND (LESS THAN 10 ACRES IN SIZE) IDENTIFIED AS 102 PHILLIPS DAIRY ROAD FROM COUNTY CR (COMMERCIAL) TO CITY OF PALATKA COM (COMMERCIAL); PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE;**

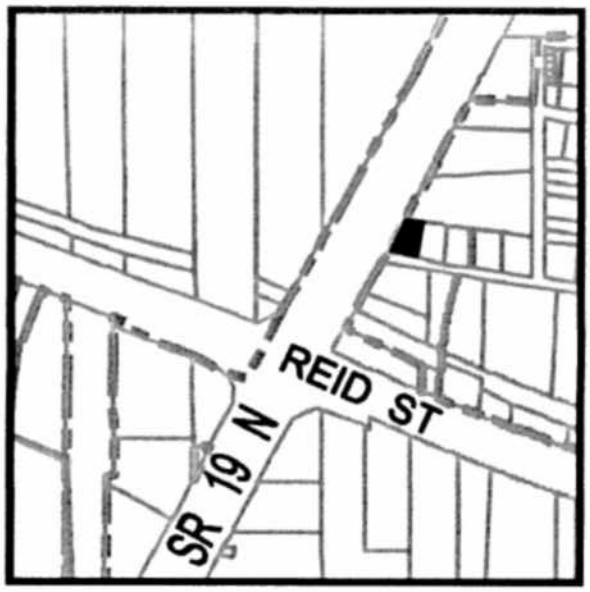
A map is attached hereto and a copy of the Ordinance containing the legal description can be obtained from the office of the City Clerk at City Hall. All interested persons are hereby advised of such consideration by the City Commission and all interested parties may appear at said meeting at said time and place and be heard with respect to the proposed ordinance. This notice is given in accordance with F.S. 171.044.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

/s/ BETSY J. DRIGGERS
CITY CLERK

DISPLAY ADVERTISEMENT – At least 2 x 6 or as required -- run w/ attached map
Run Dates: 9/7/12 - PROOF OF ADVERTISEMENT REQUESTED
Send editing proof with cost of advertisement to
Betsy J. Driggers, City of Palatka, 201 N. 2nd Street, Palatka
Ph: 386-329-0100; fax 386-329-0106; bdriggers@palatka-fl.gov

MAP ATTACHMENT:



NOTICE OF ANNEXATION AND REZONING

NOTICE is hereby given that the City Commission of the City of Palatka, Florida, at its next regular meetings to be held at 6:00 p.m. on the 16th day of August and 13th day of September, 2012, at Palatka City Hall, 201 N. 2nd Street, Palatka, Florida, will consider the enactment of ordinances annexing and rezoning the following described property into the corporate limits of the City and redefining the boundary lines of the City of Palatka to include said property as follows:

1. **CITY OF PALATKA, FLORIDA, ORDINANCE NO. 12-34 ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS 102 PHILLIPS DAIRY ROAD, CONTAINING .26 ACRES OF LAND; LOCATED IN SECTION 02, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING AN EFFECTIVE DATE; AND**

Accompanied by the following entitled ordinance:

2. **AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTY LOCATED IN SECTION 02, TOWNSHIP 10 SOUTH, RANGE 26 EAST, LOCATED AT 102 PHILLIPS DAIRY ROAD, FROM PUTNAM COUNTY C-2 (COMMERCIAL, LIGHT) TO CITY OF PALATKA C-1 (GENERAL COMMERCIAL); PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE**

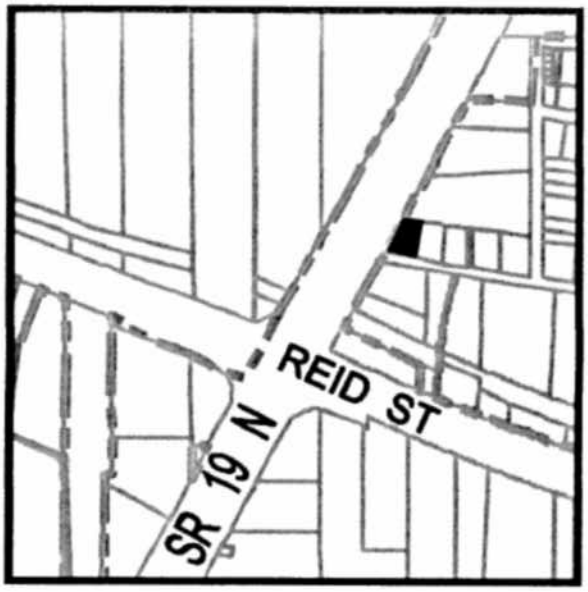
A map is attached hereto and a copy of the Ordinance containing the legal description can be obtained from the office of the City Clerk at City Hall. All interested persons are hereby advised of such consideration by the City Commission and all interested parties may appear at said meeting at said time and place and be heard with respect to the proposed ordinance. This notice is given in accordance with F.S. 171.044.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

/s/ BETSY J. DRIGGERS
CITY CLERK

DISPLAY ADVERTISEMENT – At least 2 x 6 or as required -- run w/ attached map
Run Dates: 8/10/12 - PROOF OF ADVERTISEMENT REQUESTED
Send editing proof with cost of advertisement to
Betsy J. Driggers, City of Palatka, 201 N. 2nd Street, Palatka
Ph: 386-329-0100; fax 386-329-0106; bdriggers@palatka-fl.gov

MAP ATTACHMENT:



PB Case # 12-31
Date Received: 7/5/12
Hearing date: 8/7/12

Application for Annexation, Future Land Use amendment (small Scale – less than 10 acres) and Rezoning

This application must be typed, legibly printed in ink, or completed electronically and submitted with any required attachments and application fee of $1,130.00 to:

City of Palatka Planning & Zoning
201 N 2nd Street
Palatka, FL 32177
psprouse@palatka-fl.gov

FOR INFORMATION REGARDING THIS FORM, CALL (386) 329-0103

TO BE COMPLETED BY APPLICANT		
1. Property Address: 102 Phillips Dairy Rd	**2. Parcel Number:** 02-10-26-0000-0220-0000	**3. Current Property Use:** Remodle for Resl. & Barber Shop
4. Current Land Use Designation: County CR (Commercial)	**5.Requested Land Use Designation:** Commercial	**6. Required Attachments:** ☐ Legal Description ☐ Letter of Authorization[1] ☐ Copy of Recorded Deed ☐ Fees ☐ Project Narrative [2] ☐ Supplementary Information [3] ☐ Site Map [4] ☐ Survey
7. Current Zoning Designation: County C2	**8. Requested Zoning Designation:** C-1	
9. Acreage to be considered for request: .26	**10. Number, types & square footage of structures on property:** 1 @ 1,500 ☐ ±	
11. Reason for annexation request: Utility Connection		
12. Owner Name: Kenneth W + Diane M Schwing **13. Owner Address:** 126 Elderberry Ln Palatka, FL 32177	**14. Phone Number:** 325-9776 **15. Email Address:** Kenschwing@hotmail.com	
16. Agent Name: EDDIE Stoveall **17. Agent Address:** 1438 Canopy Oaks Dr. Orange Pk, FL 32065	**18. Phone Number:** 954 4450218 **19. Email Address:**	

1. *Letter of Authorization for Agent is required if any person other than the property owner makes the application and acts on behalf of the owner.*
2. *Project Narrative: Explain present and future use of the property in detail.*
3. *Supplementary information that may be required with application relative to the following factors where applicable: Soils, Natural Vegetation/Wildlife; Wetlands (type, location and amount of acreage to the nearest tenth acre), and Topography/Flood Prone Areas.*
4. *Site map with nearest intersecting streets shown and named.*

20. This application submitted by:

Application Number: PB Case # 12-31

Hearing date: 8/7/12

Signature of owner(s): [signature]

Print owner(s) names(s): Ken Schwing

Signature of Agent(s):

Print Agent(s) names: Eddie Stowal

STATE OF Florida

County of Putnam

Before me this day personally appeared Kenneth William Schwing who executed the foregoing application and acknowledged to and before me that Kenneth William Scho executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 5th day of July A.D. 2012.

DEENA J. MCCAMEY
Commission # EE 190643
Expires April 18, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

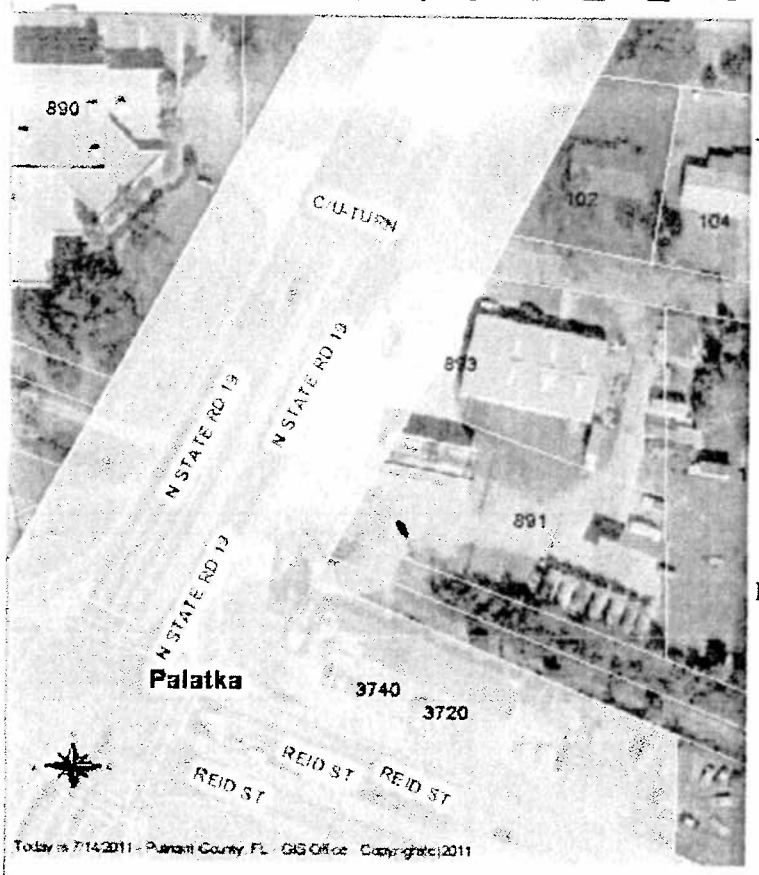
Deena J. McCamey
Notary Public

My commission expires: April 18, 2016 State of Florida at Large

FOR OFFICIAL USE ONLY				
1. Date Submitted	2. Received By:	3. Confirm Zoning:	4. Confirm FLUM	5. Preliminary review by:
6. Date Notice sent to County:		7. Legal Ad Ran: 1st Date: 2nd Date:	8. Attachments Reviewed: ☐ Legal Description ☐ Letter of Authorization[1] ☐ Copy of Recorded Deed ☐ Fees ☐ Project Narrative [2] ☐ Supplementary Information [3] ☐ Site Map [4] ☐ Survey	
9. City Commission 1st Reading Date: 10. City Commission 2nd Reading Date:				

Putnam County GIS **Interactive**

County Website | Contact Us | Disclaimer



Zoom to Selected

Print A Map

The appearance of the generated map on your computer monitor is not comparable to its appearance on paper.

Please Enter A Map Title:

Putnam County

Create a Print

Click on "Create a Print" to open a new Browser window with the Map Image and Legend displayed. You can then use the File/Print menu item to send the display to your printer.

Request to ANNEX for utilities
currently has ONE building Approx. 1500 sqft.
to be converted to take out rest. And barbershop.
We hope to employ Approx. 12 employees.

ACTIVE TOOL - Pan - Click and Drag the Map

Scale 1: 1646

ZOOM Aerials 1250-5000

Building Permits-Chief Building Offical
CITY OF PALATKA
201 NORTH 2ND ST.
PALATKA FL 32177

DATE: 7/05/12
TIME: 14:28:02

RECEIPT #: 0000019207
CASHIER: PSPROUSE

MISCELLANEOUS RECEIPT
REFERENCE: KEN SCHWING/102 PHILIPS DAIRY RD/ANNEX

ITEM DESCRIPTION	PAID
PLANNING BD AMIN. (1366)	1130.00

TOTAL AMOUNT PAID: 1130.00
PAYMENT TYPE: CHECK
CHECK NBR: 000000925

PUTNAM COUNTY PROPERTY APPRAISER | 2011 Certified Tax Roll | APPRAISAL DATA CARD | PRINTED 07/06/2012 10:55:54 | CARD 1 OF 1

Parcel	02-10-26-0000-0220-0000
Owner	SCHWING KENNETH W + DIANE M H/W
Mailing	126 ELDERBERRY LANE PALATKA FL 32177
911	102 PHILLIPS DAIRY RD, PALATKA
Legal	PT OF LOTS 1 + 2 OF SURVEY BY C A LEHARDY RECORDED MISC MB1 P83 OR58 PP101 102
Orig Parcel	

Exemption	Count	Max Value	Min Value	Applied To

Improvement Value	$18,092	Use Code	7
Land Value	$15,155	Improvements	1
Market Value	$33,247	Location	Putnam County
Just Value CU	$0	Total Acres	0.26
CU Value	$0	Zoning	C-2
Market Adjusted	$33,247	FLUM	CR

Parcel Value Breakdown

Taxing District	Assessed Limited	Minus(-) Exemptions	Taxable Value
County	$33,247	$0	$33,247
School	$33,247	$0	$33,247
Other	$33,247	$0	$33,247

Parcel Sales Data

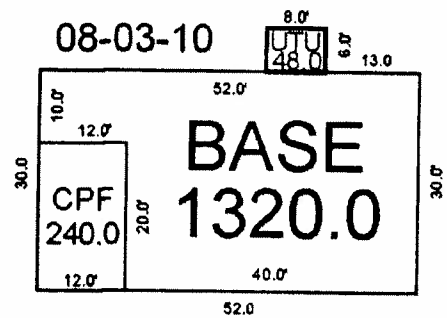
Book	Page	Instrument	Month	Year	QSCO	Price
0782	0515	WD	Feb	1999	03 I	$13,950
0338	0230	WD	Oct	1976		$100
0307	0548	WD	Apr	1974		$22,000

Special Buildings

Line	Code	Length	Width	Sq Ft	Rate	Value
1						
2						
3						
4						
5						
6						
7						
8						
9						

Extra Features

Line	Code	Description	Value
1	1	Walks	20
2	12	Fireplace	2,500
3	33	Patio	100
4	34	Concrete Slab	30
5	4	Chain Link Fence	1,065
6			
7			
8			
9			
			Total 3,715



Primary Improvement

Desc	Single Family				
Class	A	Dep Code	1		
Type	0	Dep Rate	1.25		
Base Rate	48.24	Yr Built	1960		
Adj Base Rate	50.17	Eff Yr Built	1960		
Base Sq Ft	1320	Oth Dep	0.20		
% Cond	20	Dep Rep Cost	14,377		
Quality	100	Adj Dep Cost	14,377		

Substructure	Continuous
Floor Stress	Slab on Grade
Exterior Walls	Conc. Block/Board
Height in Feet	
Party Wall %	
Sub Frame	
Roof Pitching	Gable/Hip
Roof Cover	Composition Shingle

Cabinet & Mill	Average
Floor Finish	Combo - Carpet-Hard Tile
Interior Finish	Plastered - Direct
Paint & Decor	Average
Plumbing Fixt	6
Bath Tile	1/2 Wall
Heating & Air	Space Heater
Electrical	Average
Corners	6

Improvement Area & Additions

Desc	% Rate	Rate	Sq Ft	Cost
BASE	100	50.17	1320	66,224
CPF	35	17.56	240	4,214
UTU	60	30.10	48	1,445

Total Replacement Cost 71,883

Land Lines

Line	Code	Depth Chart	Depth In Feet	Corner Factor	Depth Factor	Cond	Adjustment	Unit Price	Adj Unit Price	Units	Just Value	CU Unit Price	CU Value	Just Value CU	Taxable Value
1	10	1	135	100%	101%	100%	101%	175.00	176.75	60.00	10,605				10,605
2	10	1	135	65%	101%	100%	65%	175.00	113.75	40.00	4,550				4,550
3															
4															
5															
6															
										Total	15,155	0	0	15,155

NOTICE: The information displayed is from the Final Taxroll which is certified each year in mid October and is updated annually. This information may not reflect the data currently on file in the Property Appraiser's office.

Agenda Item

11

CITY COMMISSION AGENDA ITEM

SUBJECT: 1ST READING OF ZONING CODE AMENDMENT: MANUFACTURING IN AIRPORT ZONING DISTRICTS

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: _X_ Ordinance ___ Resolution ___ Motion
_X_ Support Documents ___ Other

SUMMARY:
First reading of ordinance amending zoning code section 94-159 to allow for aviation-related manufacturing in AP-2 (airport related zoning district) as permitted principal use, to allow non-aviation-related manufacturing as a conditional use in this zoning district when approved by airport advisory committee and airport manager, and to adopt standards that minimize glare and exterior light on new development in the AP-1 and AP-2 districts to enhance airport safety.

Planning Board recommended approval of staff's recommendations with the added recommendation that non-aviation-related manufacturing be allowed as a conditional use instead of a permitted use. This change would add Planning Board review of such uses, which would add to the required review by the Airport Advisory Committee and Airport Manager.

RECOMMENDED ACTION:
Approval

DEPARTMENT HEAD	Submitted: Thad Crowe Requested Agenda Thad Crowe	Date: 8/29/2012 Date: 8/29/2012
FINANCE DEPARTMENT	Budgeted ___Yes ___No _X_N/A	Date: 9/6/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 9-1-12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 12 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA AMENDING ZONING CODE SECTION 94-159 TO ALLOW FOR AVIATION-RELATED MANUFACTURING IN AP-2 (AIRPORT RELATED ZONING DISTRICT) AS PERMITTED PRINCIPAL USE, ALLOW NON-AVIATION-RELATED MANUFACTURING AS CONDITIONAL USE IN THE AP-2 DISTRICT WHEN APPROVED BY AIRPORT ADVISORY COMMITTEE AND AIRPORT MANAGER, AND ADOPT STANDARDS THAT MINIMIZE GLARE AND EXTERIOR LIGHT ON NEW DEVELOPMENT IN THE AP-2 DISTRICT TO ENHANCE AIRPORT SAFETY; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the Building and Zoning Department for certain amendments to the Zoning Code of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on August 7, 2012, and two public hearings before the City Commission of the City of Palatka on September 13, 2012, and October 4, 2012; and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. Zoning Code Section 94 shall be amended as follows.

Sec. 94-159. - AP-2 airport related zoning district.

(a) - no changes
(b) Permitted principal uses and structures.

Permitted principal uses and structures in the AP-2 district are as follows:

(1) Airport terminal.

(2) Aircraft service and maintenance facilities.

(3) Parking areas for aircraft and motor vehicles.

(4) Accessory uses related to aviation activities, including aviation-related private businesses and social and civic activities of an aviation nature (e.g., CAP Squadron, Pilot's Association).

(5) Airport-related utilities.

(6) Aviation-related light manufacturing, processing (including food processing, but not slaughterhouse), packaging or fabricating in completely enclosed buildings.

(c) through *(d)* - no changes

(e) Conditional uses. (Conditional uses are permissible after public notice and hearing and subject to the provisions of section 94-3. Any conditional use shall be reviewed for compliance with the provisions of the Airport Zoning Law of 1945 (F.S. ch. 333) and applicable FAA safety requirements and recommendations, and shall be reviewed by the city airport advisory committee, and its written recommendations and comments must accompany any application for conditional use.) Conditional uses in the AP-2 district are as follows:

(1) Residential dwelling units, as defined in section 94-2, for airport security, custodians, maintenance personnel, and owners or employees quartered on the owner's premises. Residences shall include conventional construction and mobile homes.

(2) Longterm (one week or more) camping and RV parking for airport-related events.

(3) Bulk storage of flammable liquids, subject to the provisions of city or state codes.

(4) Service establishments catering to commerce and industry, including freight movers, building trades contractors, communication services, hiring and union halls, and similar uses. The establishment's use of, and need for immediate access to, aircraft and flight operations shall be a major consideration for determining its

suitability for location within this district.

(5) Parks, recreation facilities and open space.

(6) Non-aviation-related light manufacturing, processing (including food processing, but not slaughterhouse), packaging or fabricating in completely enclosed buildings.

(f) Development standards. Development standards for the AP-2 district are as follows:

(1) Maximum density: Not applicable.

(2) Minimum lot area: 2,500 square feet.

(3) Minimum lot width: 50 feet.

(4) Maximum lot coverage: Not applicable.

(5) Maximum structure height: Determined by Federal Aviation Administration (FAA) flight safety requirements and as established in the currently approved airport master plan. Exceptions to the height requirements may not be granted.

(6) Minimum yards:

a. Front: Five feet.

b. Side: Five feet.

c. Back: Five feet.

(7) Special provisions: All development within the district must be consistent with the currently approved airport master plan. Any proposed modification within the district requires site plan review.

(8) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.

(8) Exterior lighting shall be shielded and downcast to minimize glare and shall not blink, flash, fluctuate, be intermittent, or change color or intensity.

(9) Buildings shall be designed, constructed, and operated to prevent hazardous reflection of lighting and glare, including but not limited to such techniques as prohibiting reflective glass and other reflective building materials; and using overhangs, eaves, or shutters to shield windows.

(g) no changes

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 4th day of October, 2012.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

_____
City Clerk

Since the request met relevant criteria, he recommended approval of the request to annex, rezone the property to C-1 (General Commercial), and amend the Future Land Use Map to COM (Commercial).

Mr. Stewart closed the public hearing.

Motion made by Mr. Sheffield to approve staff recommendation, seconded by Mr. DeLoach. All members present voted affirmative, motion carried.

Case 12-38 Administrative request to amend Zoning Code Sec. 94-145, 94-146, 94-148, 94-149, 94-150, 94-152, 94-154, 94-155, to provide for height limits in various zoning districts, and to revise height limit for Planned Industrial Development District (Sec. 94-163).

Mr. Crowe said currently the Comprehensive Plan and Zoning Code height limits contradict each other, but reiterated the Comprehensive Plan takes precedence. He said staff wanted to provide uniform height limits in the zoning code and not have them in the comp plan. During agency review of the companion Comprehensive Plan amendment to eliminate height limits in Future Land Use Map categories, the Florida Department of Transportation (FDOT) raised a concern about potential impacts of the amendment to state roads; they believe that the Comprehensive Plan should include measurable development standards so that FDOT and other agencies can determine potential development and traffic impacts on state roads. He recommended tabling until the next meeting so staff can work out these issues with FDOT.

Motion made by Ms. Gooding to table until the next meeting, seconded by Mr. Petrucci. All members present voted affirmative, motion carried.

Case 12-39 Administrative request to amend Zoning Code Sec. 94-159 to allow for aviation-related manufacturing in AP-2 (airport related zoning district) as permitted principal use, and non-aviation-related manufacturing as permitted additional use when approved by airport advisory committee and airport manager.

Mr. Crowe said the airport zoning categories are peculiar since they were developed by a consultant who made these zoning categories specific and detailed. The AP-1 district is exclusively for runway and taxiways and AP-2 includes everything else at the airport including public and private lands. The airport manager has met with a business owner who manufactures and repairs airplanes, and this individual would like to locate his business at the municipal airport. Staff proposes allowing manufacturing in the AP-2 zoning as it is compatible with the intensive activities at the airport and the change would attract new businesses to the city. He recommended amending the Zoning Code to allow aviation-related manufacturing as a permitted use and to allow non-aviation-related manufacturing with the approval of the Airport Advisory Committee and the airport manager. An additional recommendation was to also adopt standards to require exterior lighting be shielded downwards and prohibit blinking, flashing or distracting lights, intended to enhance pilot safety.

Mr. Petrucci asked what would be considered to be non-aviation manufacturing.

Mr. Crowe said anything that processes or any kind of light processing of assembly of products not related to airplanes.

Mr. Petrucci said he was concerned about encroachment of non-aviation-related businesses at the airport.

Mr. Crowe said the Airport Advisory Committee and airport manager will approve such uses and they will look out for the Airport's best interests.

Mr. Harwell asked who the airport committee is made up of.

Mr. Crowe said mostly airport or aviation-people and one city commissioner. This committee is appointed by the city commission.

The board discussed requiring conditional use approval for non-aviation-related manufacturing.

Mr. Sheffield said he had a problem with requiring applicants go to an extra committee, having an extra expense and slowing down potential businesses wanting to come in. He said since there is an airport committee already established let them make the decisions.

Motion made by Mr. Petrucci to approve aviation-related manufacturing as a permitted use in the AP-2 zoning district, and non-aviation-related manufacturing as a conditional use, seconded by Mr. Harwell. Motion carried with five Yeas and one Nay.

Case 12-40 Administrative request to amend Zoning Code Sec. 94-261(c)(2) to allow for exceptions to the requirement that all parking and loading areas be paved.

Mr. Crowe said this came up with a permit application for Jerry's Drive-In's renovation. The unpaved parking lot for this business is "pre-Water Management District" and does not have any functional stormwater retention areas. The Zoning Code "grandfathers" businesses from a parking lot paving requirement for a six month period, but after that paving is required. The new owner's of Jerry's did not apply for permits within that six month period and were thus subject to the paving requirement. The parking lot is a low area and has historically held water from rain events. Staff made the determination, based on past flooding incidents in the area, that if the parking lot was paved stormwater would flow onto neighboring properties, Crill Avenue, Geary Avenue and other properties and flooding would worsen. Staff believes that amending the zoning code, to relax the paving requirement, would help with other properties with similar circumstances and would help small businesses that have minimum resources for expensive site improvement. Mr. Crowe added that there would be a tradeoff for not paving parking lots, as properties receiving this exemption would have to meet the landscape code, not normally required of new businesses coming into existing buildings. Landscape areas would provide for some stormwater retention and also beautify the site. He said that the amendment met the Comprehensive Plan's Future Land Use Element policies encouraging infill development, encouraging the use of existing commercial areas, encouraging flexibility of site design, and the standard requiring that stormwater runoff not exceed what was there before. He recommended approval of changing the code to an exemption to the paving requirement with a building or parking area increase of less than ten percent, with an engineer's certification that paving would negatively impact adjoining properties, and requiring an engineer to provide recommendations for mitigating flooding, and meeting the landscape code.

Mr. Harwell asked why there is a code requirement for paving parking lots.

Mr. Crowe said it's basically because the city does not want to have wood chips or that type of material causing erosion or clogging up the city's drainage system.

Motion made by Mr. DeLoach to approve staff's recommendation, seconded by Mr. Sheffield. All members present voted affirmative, motion carried.

Case 12-39
Request to Amend Zoning Code Text
Allow Aviation-Related and Other Manufacturing in the AP-2 Zoning District
Applicant: Building and Zoning Dept.

STAFF REPORT

DATE: July 31, 2012

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

To consider administrative request to amend Zoning Code Sec. 94-159 to allow for aviation-related and other manufacturing in AP-2 (airport related zoning district) as permitted principal use, and non-aviation-related manufacturing as permitted additional use when approved by airport advisory committee and airport manager. Public notice included legal advertisement.

APPLICATION BACKGROUND

Staff was contacted by the Aviation Director who noted that there were some potential aviation-related industries interested in locating within the airport complex. The current AP-2 zoning district does not allow such uses. Allowable and other uses are shown below.

Sec. 94-159 – AP-2 airport related zoning district

(a) Intent.

(1) The AP-2 district is established to control use of lands within the airport property boundaries which may not be directly involved in routine aircraft ground or flight operations. Exempted from this district and zoned separately are those areas external to the boundary fencing and designated as the airport industrial park.

(2) This district is intended to promote the growth of not only aircraft-related businesses but also light industrial operations and transient public service operations that are compatible with the operation and safety requirements of the airport's prime mission of aircraft flight operations.

(b) Permitted principal uses and structures. Permitted principal uses and structures in the AP-2 district are as follows:

(1) Airport terminal.

(2) Aircraft service and maintenance facilities.

(3) Parking areas for aircraft and motor vehicles.

(4) Accessory uses related to aviation activities, including aviation-related private businesses and social and civic activities of an aviation nature (e.g., CAP Squadron, Pilot's Association).

(5) Airport-related utilities.

(c) Permitted additional uses and structures. (These uses and structures are permissible after review and favorable recommendation by the airport advisory committee and with the written permission of the airport manager. All such uses must be consistent with the currently approved airport master plan and must comply with the maximum occupancy limitation under subsection (d) of this section.) Permitted additional uses and structures in the AP-2 district are as follows:

(1) Short-term (maximum of six calendar days) promotional and civic events, and camping and RV parking related to these events.
(2) Retail and repair establishments for sale and repair of new and used aircraft and aircraft parts and accessories (but not aircraft wrecking or salvage yards).
(3) Aircraft piloting, vocational, technical, trade or industrial schools and similar uses.
(4) Miscellaneous uses such as express offices, telephone exchanges, commercial parking lots and parking garages, motorbus, truck or other transportation terminals, and related uses.
(5) Public accommodations, including service stations, automobile rental agencies, restaurants, motels and similar operations that will benefit both the flying and automotive traveling public.
(6) Wholesaling, warehousing, storage or distribution establishments and similar uses.
(7) Government facilities.

(d) Prohibited uses and structures. The following uses and structures are prohibited in the AP-2 district:
(1) Any use that is not totally compatible with aircraft and/or flight operations by intruding physically either horizontally or vertically into the required aircraft clear zones, or through the emission of smoke or other substances that may interfere with visibility or be hazardous to aircraft equipment or structures, or through electromagnetic radiation that may interfere with aircraft navigational instruments, or through light emission that may interfere with air crew night vision or the ready identification of the airport's navigational lights, or through attracting or sustaining birds which may be an air navigation hazard.
(2) Residences except as specifically allowed in this district.
(3) Theaters, churches or other concentrated indoor gathering places of greater than 50-person capacity in a single building, including any of the permitted uses delineated in subsection (c) of this section, due to the inherent hazards that exist within the flight operations zone.

(e) Conditional uses. (Conditional uses are permissible after public notice and hearing and subject to the provisions of section 94-3. Any conditional use shall be reviewed for compliance with the provisions of the Airport Zoning Law of 1945 (F.S. ch. 333) and applicable FAA safety requirements and recommendations, and shall be reviewed by the city airport advisory committee, and its written recommendations and comments must accompany any application for conditional use.) Conditional uses in the AP-2 district are as follows:
(1) Residential dwelling units, as defined in section 94-2, for airport security, custodians, maintenance personnel, and owners or employees quartered on the owner's premises. Residences shall include conventional construction and mobile homes.
(2) Longterm (one week or more) camping and RV parking for airport-related events.
(3) Bulk storage of flammable liquids, subject to the provisions of city or state codes.
(4) Service establishments catering to commerce and industry, including freight movers, building trades contractors, communication services, hiring and union halls, and similar uses. The establishment's use of, and need for immediate access to, aircraft and flight operations shall be a major consideration for determining its suitability for location within this district.
(5) Parks, recreation facilities and open space.

PROJECT ANALYSIS

Per Section 94-38(f)(2) of the Zoning Code, the Planning Board must study and consider proposed zoning text amendments in relation to the following criteria (if applicable), shown in underlined text (staff response follows each criterion).

The planning board shall consider and study:

a. The need and justification for the change.

Staff comments: the following justifications are applicable.

- Manufacturing is a use that is compatible with the intensive operations of an airport.
- The amendment would provide for more opportunities for business development and jobs in the airport complex.

b. The relationship of the proposed amendment to the purposes and objectives of the city's comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and other city ordinances, regulations and actions designed to implement the comprehensive plan.

The following Comprehensive Plan (Future Land Use Element) policies (shown in *italics*) are applicable to this amendment.

Policy A.1.1.6 *9J-5.006(3)(c)2*
The City shall maintain standards and procedures in accordance with Chapter 333 F.S., "airport zoning" to ensure that incompatible land uses will be restricted from placement in accident and noise zones surrounding the airport.

Policy A.1.1.6a *9J-5.006(3)(c)2*
The City shall not permit the placement of tall structures such as high-rise buildings or radio/TV towers within areas that are take-off or landing zones or are otherwise defined as areas of special safety concern. In accordance with s. 333.025, F.S. the City shall require FDOT review and approval and, when applicable, the FCC and / or FAA prior to the issuance of any City permit.

Policy A.1.1.6b *9J-5.006(3)(c)2*
The City shall coordinate with the county regarding land use issues that affect operations at Kay Larkin Airport.

Policy A.1.1.6c
The City shall not allow amendments that change the Future Land Use Map designation to Residential Medium and Residential High within the Residential Restricted Zone, as indicated by Map A-7 in the Future Land Use Map series. This shall not include the designation of lands with City land use categories comparable to existing County land use categories when such properties are annexed into the City. (Ord. # 12-20)

Policy A.1.1.6d
The City shall not allow new public or private primary or secondary educational facilities within the Educational Restricted Zone, as indicated by Map A-8 in the Future Land Use Map series, except for

improvements and additions to existing facilities approved in a state college campus master plan as amended on an ongoing basis in the future, or aviation-related educational facilities. (Ord. # 12-20)

Policy A.1.1.6e

The City shall maintain and regularly update the Kay Larkin Airport Master Plan (AMP) in accordance with s. 333.06, F.S.

Staff Comments: This amendment is in keeping with the goals, objectives, and policies of the Comprehensive Plan. In regard to the policies listed above, manufacturing uses are compatible to and complimentary with the airport's functions. Such uses will not affect airport operations with the safeguards in place listed in the Prohibited Uses section of the AP-2 zoning district. These and other applicable standards such as height limits will pertain to any development in the AP-2 zoning district including manufacturing uses. On this subject, however, Staff has noted that the AP-2 standards do not include controls on glare and lighting, both of which could affect airport operations. Therefore Staff also proposes that manufacturing and other uses in this district be held to standards that require shielding of exterior lighting and building design that minimizes the hazardous reflection of light.

STAFF RECOMMENDATION

Staff recommends the following revisions to the AP-2 zoning district, with new language shown in underlined text.

Sec. 94-159 – AP-2 airport related zoning district

(a) no changes

(b) Permitted principal uses and structures. Permitted principal uses and structures in the AP-2 district are as follows:

(1) Airport terminal.

(2) Aircraft service and maintenance facilities.

(3) Parking areas for aircraft and motor vehicles.

(4) Accessory uses related to aviation activities, including aviation-related private businesses and social and civic activities of an aviation nature (e.g., CAP Squadron, Pilot's Association).

(5) Airport-related utilities.

(6) Aviation-related light manufacturing, processing (including food processing, but not slaughterhouse), packaging or fabricating in completely enclosed buildings.

(c) Permitted additional uses and structures. (These uses and structures are permissible after review and favorable recommendation by the airport advisory committee and with the written permission of the airport manager. All such uses must be consistent with the currently approved airport master plan and must comply with the maximum occupancy limitation under subsection (d) of this section.) Permitted additional uses and structures in the AP-2 district are as follows:

(1) Short term (maximum of six calendar days) promotional and civic events, and camping and RV parking related to these events.

(2) Retail and repair establishments for sale and repair of new and used aircraft and aircraft parts and accessories (but not aircraft wrecking or salvage yards).

(3) Aircraft piloting, vocational, technical, trade or industrial schools and similar uses.

(4) Miscellaneous uses such as express offices, telephone exchanges, commercial parking lots and parking garages, motorbus, truck or other transportation terminals, and related uses.

(5) Public accommodations, including service stations, automobile rental agencies, restaurants, motels and similar operations that will benefit both the flying and automotive traveling public.

(6) Wholesaling, warehousing, storage or distribution establishments and similar uses.

(7) Government facilities.

(8) Non-aviation-related light manufacturing, processing (including food processing, but not slaughterhouse), packaging or fabricating in completely enclosed buildings.

(d) no changes

(f) Development standards. Development standards for the M-1 district are as follows:

(1) Maximum density: Not applicable.

(2) Minimum lot area: None.

(3) Minimum lot width: 100 feet.

(4) Maximum lot coverage: 75 percent.

(5) Maximum structure height: 50 feet.

(6) Minimum yards:

a. Front: 25 feet.

b. Side: 15 feet.

c. Rear: 20 feet.

(7) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.

(8) Exterior lighting shall be shielded and downcast to minimize glare and shall not blink, flash, fluctuate, be intermittent, or change color or intensity.

(9) Buildings shall be designed, constructed, and operated to prevent hazardous reflection of lighting and glare, including but not limited to such techniques as prohibiting reflective glass and other reflective building materials; and using overhangs, eaves, or shutters to shield windows.

Agenda Item

12

CITY COMMISSION AGENDA ITEM

SUBJECT: Ordinance amending Sewer Rates eff. 10/1/12 – 1st Reading

DEPARTMENT: Admin/Clerk

ATTACHMENTS: _X_ Ordinance ___ Resolution ___ Motion
_X_ Support Documents ___ Other

SUMMARY: This is the first reading of an ordinance amending sewer rates inside and outside the City Limits effective 10/1/12, per the 2012/13 fiscal year budget. In addition to the sewer rates, which are being amended as per Burton & Associates' Utility Rate Assessment and proposed water rate schedules, this ordinance also removes references to both the Sewer Plant Expansion Funds, and provides for an automatic annual rate increase based upon changes to the US Consumer Price Index or 3%, whichever is greater. Also added is a clause stating if the annual audit report indicates the Sewer Fund does not meet rate covenants on debt, a rate study will be performed in order to determine the next annual rate increase.

RECOMMENDED ACTION: Pass the ordinance on First reading.
2nd Reading/adoption scheduled for 9/27/12.

DEPARTMENT HEAD	Submitted: _____	Date:
	Requested Agenda _____	Date:
FINANCE DEPARTMENT	Budgeted ___Yes ___No __N/A	Date:
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date:

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

This instrument prepared by:
Betsy J. Driggers
201 N. 2nd Street
Palatka FL 3217

ORDINANCE NO. 12 -

entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA BE AMENDED BY REMOVING SECTION 86-37, WATER PLANT EXPANSION FUND, AND SECTION 86-311(b), WATER PLANT REPLACEMENT CHARGE; BY REVISING APPENDIX "A" TO SECTION 86-314 AND APPENDIX "A" TO SECTION 86-315 THEREOF, PROVIDING NEW WATER RATE SCHEDULES EFFECTIVE OCTOBER 1, 2012, BOTH INSIDE AND OUTSIDE THE CITY LIMITS RESPECTIVELY; BY AMENDING SECTION 86-318 TO PROVIDE FOR ANNUAL RATE ADJUSTMENTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1. That Chapter 86, Division 2, of the Code of Ordinances of the City of Palatka, Florida, is hereby amended as follows:

a. By removing Section 86-37, Water Plant Expansion Fund;

b. By removing Section 86-311(b), Plant Replacement Charge;

c. By revising Appendix "A" to Section 86-314 to read as follows:

Sec. 86-314. ***Water rates generally.***

(a) *Schedule*:

Base Facility Charge	**Charge Amount**
Individually Metered Residential Accounts Per Meter Regardless of Meter Size	$14.62
Master-Metered Residential Accounts Per Dwelling Unit	$13.16
Non-Residential Accounts Per Meter Regardless of Meter Size	$23.39
Separate Irrigation Only Meters/Accounts Per Meter Regardless of Meter Size	$23.39

Usage Charges (in 1,000 gallons)				
	Tier 1	**Tier 2**	**Tier 3**	**Tier 4**
Individually & Master-Metered Residential Accounts				
Per Dwelling Unit	0 - 4,000	4,001 - 8,000	8,001 - 12,000	12,000+
Rate per 1,000 Gallons	$0.83	$1.39	$2.77	$5.54
Non-Residential Accounts				
Per Meter	All Use			
Rate per 1,000 Gallons	$1.71			
Separate Irrigation Only Meters/Accounts				
Per Meter	0 - 12,000	12,000+		
Rate per 1,000 Gallons	$2.77	$5.54		

All rates are figured per 1,000 gallons

d. By revising Appendix "A" to Section 86-315 to read as follows:

Sec. 86-315. ***Water rates outside city limits.***

(a) *Schedule*:

Base Facility Charge	**Charge Amount**
Individually Metered Residential Accounts Per Meter Regardless of Meter Size	$18.27
Master-Metered Residential Accounts Per Dwelling Unit	$16.45
Non-Residential Accounts Per Meter Regardless of Meter Size	$29.23
Separate Irrigation Only Meters/Accounts Per Meter Regardless of Meter Size	$29.23

Usage Charges (in 1,000 gallons)				
	Tier 1	**Tier 2**	**Tier 3**	**Tier 4**
Individually & Master-Metered Residential Accounts				
Per Dwelling Unit	0 - 4,000	4,001 - 8,000	8,001 - 12,000	12,000+
Rate per 1,000 Gallons	$1.03	$1.73	$3.46	$6.92
Non-Residential Accounts				
Per Meter	All Use			
Rate per 1,000 Gallons	$2.13			

Separate Irrigation Only Meters/Accounts				
Per Meter	0 - 12,000	12,000+		
Rate per 1,000 Gallons	$3.46	$6.92		

All rates are figured per 1,000 gallons

e. By amending Section 86-318, Water rate adjustment policy and scheduled increases, to read as follows:

Sec. 86-318. ***Water rate adjustment policy***

(a) It shall be the policy of the city that the water rate schedules set forth in sections 86-314 and 86-315 shall be further adjusted in each fiscal year to keep pace with inflation. Commencing on October 1, 2013 and effective on October 1 of each year thereafter, the water rate schedule shall be increased, without further action by the City Commission, in the amount of the change in the U.S. Consumer Price Index Water and Sewerage Maintenance Series as determined in June of the calendar year of the adjustment, or 3%, whichever is greater.

(b) Should the annual audit report state that the Water fund did not meet rate covenants on certain debt obligations, a rate study shall be performed in order to determine water and sewer rates that will be sufficient to meet the rate covenants of the Water fund and these rates shall be adopted in lieu of the annual increase as set out in Sec. 86-318(a).

Section 2. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

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 as of October 1, 2012.

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.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this **27th day of September, 2012.**

CITY OF PALATKA

By:_____
Its MAYOR

ATTEST:

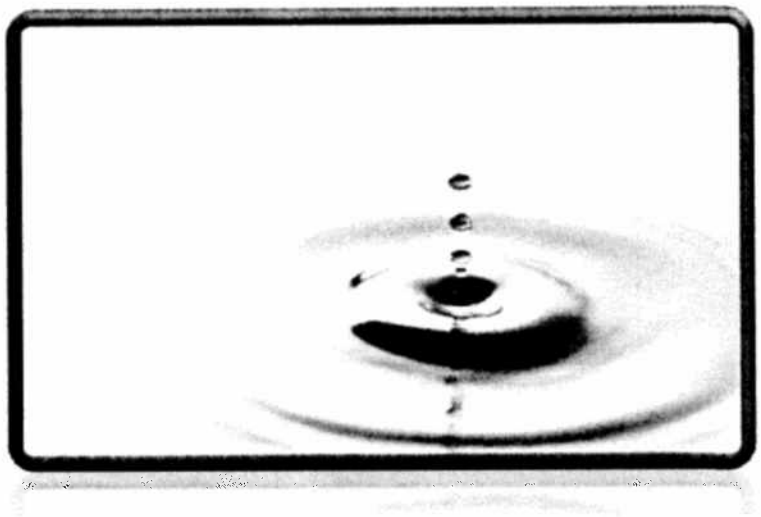
_____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____
CITY ATTORNEY

City of Palatka

New Rate Schedules (For Implementation in FY 2012 or FY 2013)



BURTON & ASSOCIATES

UTILITY RATES ▪ ASSESSMENTS ▪ FINANCIAL PLANNING

New Water Rates

Monthly Charges

Base Facility Charge	Charge Amount
Individually Metered Residential Accounts	
Per Meter Regardless of Meter Size	$ 14.62
Master-Metered Residential Accounts	
Per Dwelling Unit	$ 13.16
Non-Residential Accounts	
Per Meter Regardless of Meter Size	$ 23.39
Separate Irrigation Only Meters/Accounts	
Per Meter Regardless of Meter Size	$ 23.39

Usage Charges (in 1,000 gallons)

	Tier 1	Tier 2	Tier 3	Tier 4
Individually & Master-Metered Residential Accounts				
Per Dwelling Unit	0 - 4,000	4,001 - 8,000	8,001 - 12,000	12,000+
Rate per 1,000 Gallons	$0.83	$1.39	$2.77	$5.54
Non-Residential Accounts				
Per Meter	All Use			
Rate per 1,000 Gallons	$1.71			
Separate Irrigation Only Meters/Accounts				
Per Meter	0 - 12,000	12,000+		
Rate per 1,000 Gallons	$2.77	$5.54		

Single-Family Residential Impacts

Single Family 3/4" Meter Monthly Water & Sewer Bill Calculations							
(Gallons)	% of Bills	Agg. %	Current (FY 12)	Proposed (FY 12)	$ Chg	% Chg
-	21.6%	21.6%	$ 41.12	$ 35.22	$ (5.90)	-14.3%
1,000	4.4%	26.0%	$ 41.12	$ 37.06	$ (4.06)	-9.9%
2,000	11.5%	37.4%	$ 41.12	$ 38.90	$ (2.22)	-5.4%
3,000	6.3%	43.7%	$ 41.12	$ 40.74	$ (0.38)	-0.9%
4,000	13.9%	57.7%	$ 41.12	$ 42.58	$ 1.46	3.6%
5,000	9.8%	67.5%	$ 44.32	$ 45.66	$ 1.34	3.0%
6,000	7.4%	74.9%	$ 47.52	$ 48.74	$ 1.22	2.6%
7,000	5.5%	80.4%	$ 50.72	$ 51.82	$ 1.10	2.2%
8,000	4.1%	84.5%	$ 53.92	$ 54.90	$ 0.98	1.8%
9,000	3.1%	87.6%	$ 57.12	$ 59.36	$ 2.24	3.9%
10,000	2.3%	89.9%	$ 60.32	$ 63.82	$ 3.50	5.8%
11,000	1.7%	91.6%	$ 63.52	$ 68.28	$ 4.76	7.5%
12,000	1.5%	93.2%	$ 66.72	$ 72.74	$ 6.02	9.0%
13,000	1.2%	94.4%	$ 69.92	$ 78.28	$ 8.36	12.0%
14,000	0.9%	95.3%	$ 73.12	$ 83.82	$ 10.70	14.6%
15,000	0.8%	96.1%	$ 74.72	$ 89.36	$ 14.64	19.6%
16,000	0.5%	96.6%	$ 76.32	$ 94.90	$ 18.58	24.3%
17,000	0.4%	97.0%	$ 77.92	$ 100.44	$ 22.52	28.9%
18,000	0.3%	97.3%	$ 79.52	$ 105.98	$ 26.46	33.3%
19,000	0.3%	97.6%	$ 81.12	$ 111.52	$ 30.40	37.5%
20,000	0.3%	97.9%	$ 82.72	$ 117.06	$ 34.34	41.5%

▸Represents 80% of customer base

Non-Residential Impacts

Non-Residential Monthly Water & Sewer Bill Calculations							
(Gallons)	% of Bills	Agg. %	Current (FY 12)	Proposed (FY 12)	$ Chg	% Chg
-	23.2%	23.2%	$ 47.68	$ 56.34	$ 8.66	18.2%
1,000	8.9%	32.1%	$ 47.68	$ 59.74	$ 12.06	25.3%
2,000	12.1%	44.2%	$ 47.68	$ 63.14	$ 15.46	32.4%
3,000	3.5%	47.7%	$ 47.68	$ 66.54	$ 18.86	39.6%
4,000	4.9%	52.6%	$ 47.68	$ 69.94	$ 22.26	46.7%
5,000	4.1%	56.6%	$ 50.88	$ 73.34	$ 22.46	44.1%
6,000	4.1%	60.7%	$ 54.08	$ 76.74	$ 22.66	41.9%
7,000	2.3%	63.0%	$ 57.28	$ 80.14	$ 22.86	39.9%
8,000	2.5%	65.5%	$ 60.48	$ 83.54	$ 23.06	38.1%
9,000	2.0%	67.5%	$ 63.68	$ 86.94	$ 23.26	36.5%
10,000	1.7%	69.2%	$ 66.88	$ 90.34	$ 23.46	35.1%
20,000	0.5%	81.4%	$ 98.88	$ 124.34	$ 25.46	25.7%
30,000	0.2%	84.4%	$ 130.88	$ 158.34	$ 27.46	21.0%
40,000	0.2%	86.0%	$ 162.88	$ 192.34	$ 29.46	18.1%
50,000	0.1%	87.4%	$ 194.88	$ 226.34	$ 31.46	16.1%
100,000	0.1%	89.6%	$ 354.88	$ 396.34	$ 41.46	11.7%
150,000	0.0%	90.0%	$ 514.88	$ 566.34	$ 51.46	10.0%
200,000	0.0%	90.1%	$ 674.88	$ 736.34	$ 61.46	9.1%
300,000	0.0%	90.5%	$ 994.88	$ 1,076.34	$ 81.46	8.2%
400,000	0.0%	90.7%	$ 1,314.88	$ 1,416.34	$ 101.46	7.7%
500,000	0.0%	90.7%	$ 1,634.88	$ 1,756.34	$ 121.46	7.4%

▸Represents 19% of customer base

Agenda Item

13

CITY COMMISSION AGENDA ITEM

SUBJECT: Ordinance amending Sewer Rates eff. 10/1/12 – 1st Reading

DEPARTMENT: Admin/Clerk

ATTACHMENTS: _X_ Ordinance ___ Resolution ___ Motion
_X_ Support Documents ___ Other

SUMMARY: This is the first reading of an ordinance amending sewer rates inside and outside the City Limits effective 10/1/12, per the 2012/13 fiscal year budget. In addition to the sewer rates, which are being amended as per Burton & Associates' Utility Rate Assessment and proposed water rate schedules, this ordinance also removes references to both the Sewer Plant Expansion Funds, and provides for an automatic annual rate increase based upon changes to the US Consumer Price Index or 3%, whichever is greater. Also added is a clause stating if the annual audit report indicates the Water Fund does not meet rate covenants on debt, a rate study will be performed in order to determine the next annual rate increase.

RECOMMENDED ACTION: Pass the ordinance on First reading.
2nd Reading/adoption scheduled for 9/27/12.

DEPARTMENT HEAD	Submitted: B. Duggan / M. Reynolds	Date: 8-31-12
	Requested Agenda _____	Date: 9-13-12
FINANCE DEPARTMENT	Budgeted ✓ Yes ___No ___N/A	Date: 9/6/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 9/5/12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___APT ___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S ___W&S ___WTP ___WWTP

This instrument prepared by:
Betsy J. Driggers
201 N. 2nd Street
Palatka FL 3217

ORDINANCE NO. 12 -

entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA BE AMENDED BY REMOVING SECTION 86-156, SEWER PLANT EXPANSION FUND, AND SECTIONS 86-344(b) AND 86-345(b), PLANT REPLACEMENT CHARGE; BY AMENDING SECTION 86-342 (3), WATER POLLUTION CONTROL CHARGE, BY REVISING APPENDIX "A" TO SECTION 86-344 AND APPENDIX "A" TO SECTION 86-345 THEREOF PROVIDING NEW SEWER CHARGES EFFECTIVE OCTOBER 1, 2012, BOTH INSIDE AND OUTSIDE THE CITY LIMITS RESPECTIVELY; BY AMENDING SECTION 86-348 TO PROVIDE FOR ANNUAL RATE ADJUSTMENTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1. That Chapter 86, Division 3, of the Code of Ordinances of the City of Palatka, Florida, is hereby amended as follows:

a. By removing Section 86-156, Sewer Plant Expansion Fund;

b. By amending Section 86-342, New Connections, Subparagraph (3) to read as follows:

(3) ***Water Pollution Control Charge.*** The water pollution control charge shall be as set out in Appendix A to Sec. 86-342 of this Code, as amended from time to time. ~~The income from the water pollution control charge shall be placed into a special sewer plant expansion fund as set out in section 86-156.~~

c. By removing Section 86-344(b), plant replacement charge, rates inside city limits;

d. By removing Section 86-345(b), plant replacement charge, rates outside city limits;

e. By revising Appendix "A" to Section 86-344 to read as follows:

Sec. 86-344. ***Sewer Rates Inside City Limits.***

(a) *Schedule*:

Base Facility Charge	Charge Amount
Individually Metered Residential Accounts Per Meter Regardless of Meter Size	$20.60
Master-Metered Residential Accounts Per Dwelling Unit	$18.54
Non-Residential Accounts Per Meter Regardless of Meter Size	$32.95

Usage Charges (in 1,000 gallons)			
	Tier 1	**Tier 2**	**Tier 3**
Individually & Master-Metered Residential Accounts Per Dwelling Unit Rate per 1,000 Gallons	0 - 4,000 $1.01	4,001 - 12,000 $1.69	12,000+ N/A
Non-Residential Accounts Per Meter Rate per 1,000 Gallons	All Use $1.69		

(b) *Individually & master-metered residential bill*: Usage of more than 12,000 gallons per month per dwelling unit shall not be billed.

f. By revising Appendix "A" to Section 86-345 to read as follows:

Sec. 86-345. ***Sewer Rates Outside City Limits.***

(a) *Schedule*:

Base Facility Charge	Charge Amount
Individually Metered Residential Accounts Per Meter Regardless of Meter Size	$25.75
Master-Metered Residential Accounts Per Dwelling Unit	$23.17
Non-Residential Accounts Per Meter Regardless of Meter Size	$41.18

Usage Charges (in 1,000 gallons)			
	Tier 1	**Tier 2**	**Tier 3**
Individually & Master-Metered Residential Accounts Per Dwelling Unit Rate per 1,000 Gallons	0 - 4,000 $1.26	4,001 - 12,000 $2.11	12,000+ N/A

Non-Residential Accounts			
Per Meter	All Use		
Rate per 1,000 Gallons	$2.11		

(b) *Outside individually & master-metered residential bill*: Usage of more than 12,000 gallons per month per dwelling unit shall not be billed.

g. By amending Section 86-348, Sewer rate adjustment policy and scheduled increases, to read as follows:

Sec. 86-348. ***Sewer rate adjustment policy***

(a) It shall be the policy of the city that the sewer rate schedules set forth in sections 86-344 and 86-345 shall be further adjusted in each fiscal year to keep pace with inflation. Commencing on October 1, 2013 and effective on October 1 of each year thereafter, the sewer rate schedule shall be increased, without further action by the City Commission, in the amount of the change in the U.S. Consumer Price Index Water and Sewerage Maintenance Series as determined in June of the calendar year of the adjustment, or 3%, whichever is greater.

(b) Should the annual audit report state that the Water fund did not meet rate covenants on certain debt obligations, a rate study shall be performed in order to determine water and sewer rates that will be sufficient to meet the rate covenants of the Water fund, and these rates shall be adopted in lieu of the annual increase as set out in Sec. 86-348(a).

Section 2. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

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 as of October 1, 2012.

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.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this **27th day of September, 2012.**

CITY OF PALATKA

By:_____
Its MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____
CITY ATTORNEY

New Sewer Rates

Monthly Charges

Base Facility Charge		Charge Amount
Individually Metered Residential Accounts		
Per Meter Regardless of Meter Size	$	20.60
Master-Metered Residential Accounts		
Per Dwelling Unit	$	18.54
Non-Residential Accounts		
Per Meter Regardless of Meter Size	$	32.95

Usage Charges (in 1,000 gallons)

	Tier 1	Tier 2	Tier 3
Individually & Master-Metered Residential Accounts			
Per Dwelling Unit	0 - 4,000	4,001 - 12,000	12,000+
Rate per 1,000 Gallons	$1.01	$1.69	N/A
Non-Residential Accounts			
Per Meter	All Use		
Rate per 1,000 Gallons	$1.69		

Agenda Item

14 a & b

CITY COMMISSION AGENDA ITEM

SUBJECT: REPORT ON ADOPTED MORATORIUM ON THE COLLECTION OF IMPACT FEES

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
_X_ Support Documents X Other

SUMMARY:

The City Commission in 2008 and 2011 adopted moratorium ordinances which required periodic reporting on construction activity within the City. The previous report, issued in February, 2011 indicated that the moratorium resulted in $81,510.47 of foregone impact fee revenues. Since that time the City has foregone $256,621.29 of impact fees that would have been collected on a discount store, fast food restaurant, dialysis clinic, 16 senior apartments, and seven single-family homes. Please see the attached report for the breakdown of foregone impact fees. (During this same time period the City did collect $62,998 in water and sewer impact fees, which were not suspended.) The impact fees are set to resume on December 31, 2013 unless the Commission adopts an ordinance further extending the moratorium. The 2011 moratorium ordinance calls for the City Manager to periodically report to the Commission on whether the suspension period should be extended, and identifying the process for re-implementing the ordinance (including the possible re-study of the impact fees). Staff would note: 1) it is too soon to determine if the impact fee moratorium should be extended beyond 2013; and 2) a re-evaluation of the impact fees is necessary as the 2007 study based the impact fee rates on an anticipated level of development (new hospital, 1,970 new residential units through 2018) will most likely not occur due to the ongoing economic slowdown.

RECOMMENDED ACTION:

Staff recommends postponing a decision on the extension of the impact fee moratorium beyond December 2013 until fall of 2013 and to conduct and extensive re-evaluation of the City's current impact fee study to determine if impact fee rates should be adjusted or amended prior to the potential re-instatement of the fees.

DEPARTMENT HEAD	Submitted: Michael J., Czymbor Requested Agenda Thad Crowe	Date: 8/30/2012 Date: 8/30/2012
FINANCE DEPARTMENT	Budgeted ___Yes ___No ✓ N/A	Date: 9/6/12
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 9-1-12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain

CITY OF PALATKA IMPACT FEE REVENUES
UNREALIZED AND ACTUAL
JANUARY, 2011 THROUGH AUGUST, 2012

Impact Fee Type	Standard	Square Footage	Units	Fee	Revenue
UNREALIZED IMPACT FEE REVENUE					
Parks-single family	Unit	14,807	7	$ 1,269.76	$ 8,888.32
Fire-residential (Single-fam. & Senior Hsng.)	Unit	14,830	23	$ 728.64	$ 16,758.72
Fire-commercial	SF	18,596	2	$ 0.81	$ 15,062.76
Road-single family	Unit	14,807	7	$ 1,147.00	$ 8,029.00
Road-senior living facility (Annie Spell PHA)	Unit	-	16	$ 444.00	$ 7,104.00
Road-clinic (Zeagler Dr. Dialysis Clinic)	1000 SF	6,500	1	$ 6,206.00	$ 40,339.00
Road-freestanding discount store (Dollar Store)	1000 SF	8,320	0	$ 5,168.00	$ 42,997.76
Fast food restaurant (Zaxbys)	1000 SF	3,776	1	$ 19,813.00	$ 74,813.89
Law Enforcement-residential (Single-fam. & Senior Hsng.)	Unit	14,807	23	$ 615.68	$ 14,160.64
Law Enforcement-general office or retail (Dollar Store)	SF	8,320	1	$ 0.53	$ 4,409.60
Law Enforcement-restaurant/bar/entertainment (Zaxbys)	SF	3,776	1	$ 1.62	$ 6,117.12
UNREALIZED IMPACT FEE REVENUE TOTAL			**25**		**$ 256,621.29**
ACTUAL (WATER & SEWER) IMPACT FEE REVENUE					
Water-single-family			7		$ 2,850.00
Water-multi-family			16		$ 9,120.00
Water-commercial			2		$ 3,789.00
Sewer-single-family			7		$ 9,635.00
Sewer-multi-family			16		$ 29,200.00
Sewer-commercial			2		$ 8,404.00
TOTAL ACTUAL WATER & SEWER IMPACT FEE REVENUE COLLECTED			25		**$ 62,998.00**

CITY COMMISSION AGENDA ITEM

SUBJECT: Administrative Reports - Proposed amendment of MOU between GP and City of Palatka Environmental Education Center

DEPARTMENT: Admin/City Manager

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
_X_ Support Documents ___ Other

SUMMARY: The City Commission adopted a non-binding MOU with GP on July 12, 2012 for a new environmental education center on property owned by the City in the riverfront area. Upon reconsideration it appears that an alternative proposed site may be a better, more optimal site in the long term interests of the City. A presentation and proposal will be provided at the City Commission meeting to define a better location as well as proposed amendment to Section 2 of the MOU.

RECOMMENDED ACTION:

DEPARTMENT HEAD	Submitted: Michael J. Czymbor Requested Agenda _____	Date: Date:
FINANCE DEPARTMENT	Budgeted ___Yes ___No ___N/A	Date:
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 9/7/12

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___APT___CA ___CC ___CM ___FIN ___FD ___P&C ___PD ___PLN ___S&S___W&S ___WTP ___WWTP

MEMORANDUM OF UNDERSTANDING

REGARDING

PALATKA ENVIRONMENTAL EDUCATION CENTER

This Memorandum of Understanding ("MOU") is entered into as of the 12th day of July 2012, by and between Georgia-Pacific LLC, a Delaware limited liability company ("GP") and the City of Palatka, Florida ("City") (each referred to herein as a "Party" and collectively referred to herein as "Parties").

This MOU is intended to evidence certain understandings among the Parties in furtherance of the Parties' ongoing discussions regarding the creation of an environmental education center (the "Center") for and in Palatka, Florida (the "Objective"). The terms and conditions related to such Objective shall be incorporated in a definitive agreement to be negotiated between the Parties (the "Agreement"), which shall include, among others, the following understandings:

1. The purpose of the Center will be to provide an educational resource regarding the wetlands habitat associated with the St. Johns River to those who reside in and visit the Palatka area. However, the Center may be used for other public purposes that are not inconsistent with its use as an environmental educational resource.

2. The Center will be constructed on property that is currently owned by the City, in the 100 block at the corner of Memorial Drive and St. Johns Avenue.

3. The Center will be a stand-alone building that will not be part of the 100 Block Renovation Project that is contemplated by the City.

4. The architects and/or engineers that will design the Center will be selected and retained by the City and their work will be directed by the City.

5. The contractors that will construct the Center will be selected and retained by the City and construction will be managed by the City.

6. GP will fund the design and construction of the Center.

7. The design of the Center is subject to the approval of the City but with the understanding that it must satisfy the requirements for an "environmental classroom" that is required under GP's permit with the Florida Department of Environmental Protection ("FDEP").

8. The Center's physical facilities/amenities will be specified by the City.

9. The City and GP will mutually determine the substance of what is presented in the Center (the "Curriculum") after seeking community input, and with the understanding that the Curriculum must also satisfy the requirements for an environmental classroom as contemplated under GP's permit with the Florida Department of Environmental Protection ("FDEP).

10. GP will be responsible for ensuring the Curriculum remains current for a period of ten (10) years after the opening of the Center to the public.

11. The City will staff the Center at its cost and will make the Center available to the public.

12. The City will maintain both the interior and exterior of the Center at its cost, including the routine daily maintenance as well as any repair or replacement needed to reasonably sustain the Center in its "as built" condition, including those things that require replacement due to normal wear and tear.

13. The City will determine the official name of the Center. However, GP's contribution/role will be acknowledged in a way that is satisfactory to GP.

14. GP will continue to negotiate its permit conditions with FDEP and will routinely report progress of the Center to FDEP during its construction.

15. Subject to any revised FDEP permit conditions, the City's goal for opening the Center is the first quarter of 2014.

16. This MOU is intended to be a non-binding expression of the intent of the Parties and is contingent on the Center satisfying GP's FDEP permit requirements.

17. Notwithstanding any contrary provision contained herein, this MOU shall automatically expire and shall be of no further force and effect as of the mutual execution and delivery of the Agreement.

18. Each Party shall bear its own costs and expenses, including attorney and other professional fees and costs related to the negotiation and drafting of this MOU and/or the Agreement, unless otherwise agreed upon in writing.

19. This MOU and the Agreements related to the proposed Objective shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.

20. Nothing in this MOU shall be construed as creating a partnership, joint venture, agency or other such relationship between the Parties.

21. At such time as the Parties execute the Agreement, GP and CITY shall have established mutually agreeable financial procedures for the dispensing of funds related to the Objective.

IN WITNESS WHEREOF, each Party has caused this MOU to be executed by its duly authorized representative as of the date first written above.

CITY OF PALATKA, FLORIDA

By: _____

Title: Vernon Myers, Mayor

ATTEST:

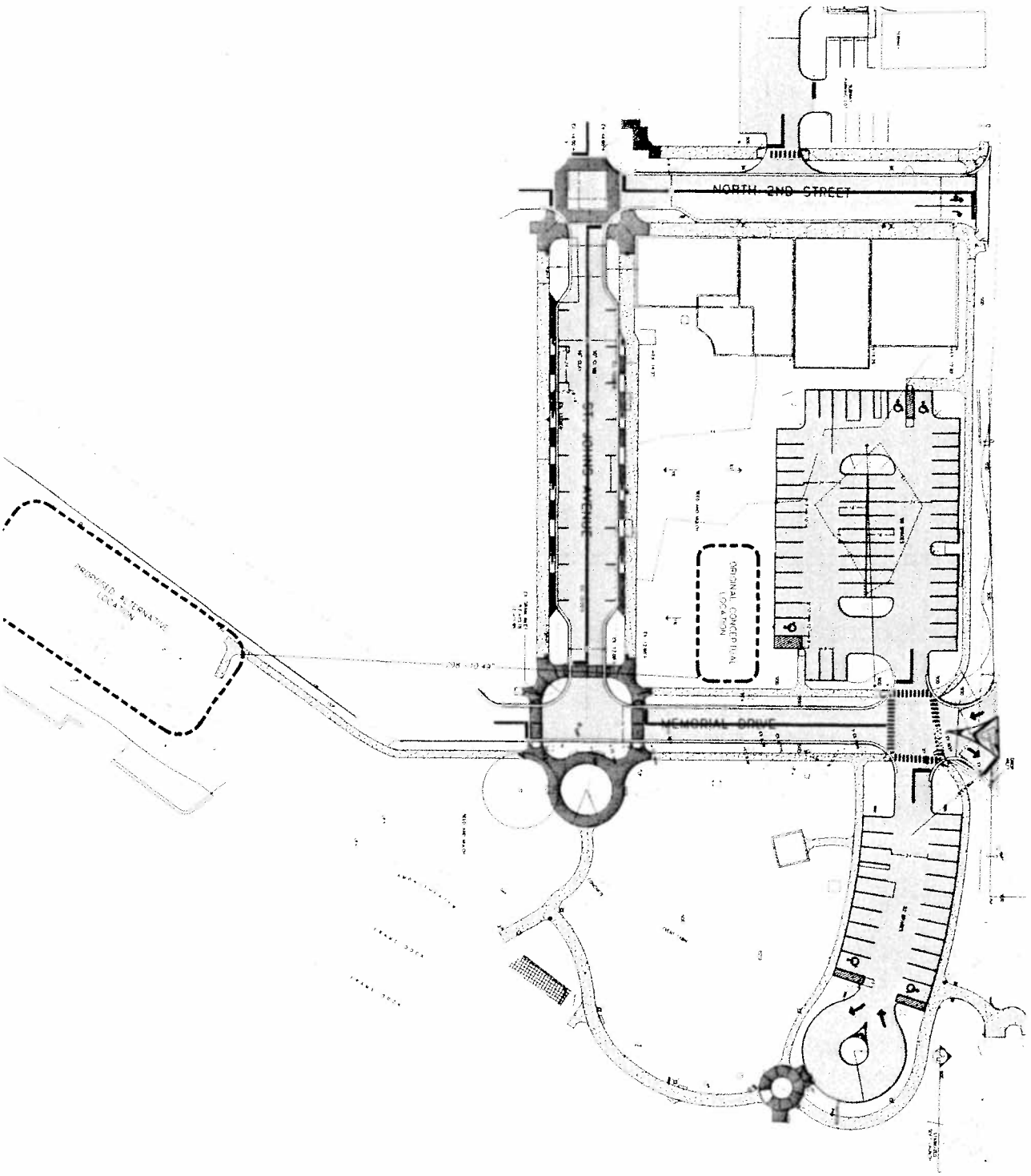
_____

City Clerk

GEORGIA-PACIFIC LLC

By: _____

Title: VICE PRESIDENT



G-1

ST. JOHNS RIVER CENTER LOCATION EXHIBIT

DOWNTOWN RIVERFRONT REDEVELOPMENT PLAN
City of Palatka, FL

CITY OF PALATKA

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

LEGRA 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

August 1, 2012

Trish Bowles, Public Affairs Manager
Georgia Pacific Corporation
215 County Road 216
Palatka, Fl 32177

Re: Proposed Environmental Education Center Sustainability

Mrs. Bowles:

I am pleased to be writing you following the execution of the Memorandum of Understand (MOU) between the City of Palatka and Georgia Pacific LLC. As we move forward to develop the facility, the City of Palatka wishes to express its commitment to this partnership. For some time now, City and Georgia Pacific representatives have been engaged in conversations regarding how to manage and maintain this facility in a manner that will sustain the center for both the short term and the long term. The City of Palatka proposes the following operational standards:

1. As stated in the MOU, "the City will staff the Center at its cost and will make the Center available to the public." It is the City's intent that the facility director be a competent and multi-faceted individual with experience or education in multiple fields (e.g. ecology, environmental education, conservation, environmental science, public relations and management).

2. As stated in the MOU, "the City will maintain both the interior and exterior of the Center at its cost, including the routine daily maintenance as well as any repair or replacement needed to reasonably sustain the Center in its' "as built" condition, including those things that require replacement due to normal wear and tear." It is the City's objective to develop and implement Standard Operating Procedures specific to this facility to define the frequency and quality of maintenance.

3. As previously discussed in concept meetings, it is the City's position that the inclusion of a non-profit organization as a management entity would prove beneficial to building a base of community support for the Center and its educational purpose. The City is committed to assisting in the development of such a non-profit board and defining the composition of board members. Board members should include, educators and school administrators from varied levels within the

education system, specialized professionals (e.g. environmental scientists, hydrologists, and ecologists), community leaders, and/or Main Street advocates. Volunteers of this organization would play an integral role in assisting with educational field trips and tours, as well as, assisting in the day to day operation of the facility.

The City is pleased and enthusiastic about the corporate partnership with Georgia Pacific and all the tangible and intangible benefits it will produce for both organizations, positive economic impact it will have on the greater Palatka community and the potential needed spark for the revitalization of the riverfront.

Please feel free to contact me with any questions or concerns.

Sincerely,

Michael J. Czymbor
City Manager